

JEA's Preliminary Responses to Interrogatories

JEA is providing these preliminary responses subject to the Charge of the Special Investigative Committee on JEA Matters issued by the Jacksonville City Council President on February 4, 2020, and the Interrogatories issued by resolution of the Committee on February 10, 2020.

JEA has undertaken to provide the Committee with accurate information in an expedited manner. JEA's efforts to determine the information requested is still in process, and JEA reserves the right to revise, correct, add to, supplement, or clarify any responses contained herein. JEA understands that it is obligated to supplement these responses should it identify any additional information responsive to these Interrogatories, and confirms that it will do so in a timely manner.

1. Identify all purchases, contracts, or payments for any goods or services of \$10 Million or more.

ANSWER:

Individual payments made by JEA from December 1, 2017 to present that exceeded \$10 million are identified in Exhibit 1.

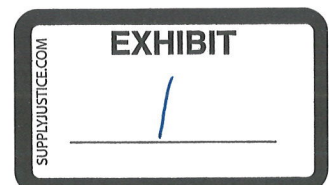
Payments made by JEA to any vendor or service provider from December 1, 2017 to present that, in the aggregate, exceeded \$10 million are identified in Exhibit 2.

Contracts between JEA and any third party wherein JEA agreed to pay or did actually pay an amount in excess of \$10 million from December 1, 2017 to present are identified in Exhibit 3.

2. Identify all outside attorneys and law firms engaged on behalf of JEA with respect to any of the Inquiry Matters.

ANSWER:

1. Abel Bean Law
2. Akerman LLP
3. Bedell Ditmar DeVault Pillans & Cox
4. Caplan Law
5. Carlton Fields
6. Driver McAfee Hawthorne Diebenow
7. Edwards Cohen
8. Foley & Lardner
9. Greenberg Traurig, LLP
10. Holland & Knight
11. Hopping Green & Sams, P.A.



12. John & Hengerer
13. Lewis Longman & Walker
14. Milam Howard Nicandri Gillam & Renner, P.A.
15. Nixon Peabody
16. Nabors Giblin & Nickerson
17. Pennington P.A.
18. Pillsbury Winthrop Shaw Pittman
19. The Radey Law Firm
20. Thompson Hine, LLP
21. Watkins & Eager, PLLC

3. Identify all vendors, consultants, or public relation firms hired by such attorneys and law firms on behalf of JEA.

ANSWER:

1. Fidelity National Title
2. Diane M. Tropia
3. Southern Group
4. Kierstyn M. Jennings
5. Threshold Discovery, LLC
6. Kapow, Inc.
7. Gabriel, Roedor, Smith & Company
8. McKinsey & Company
9. FTI Consulting, Inc.
10. Leidos
11. Intralinks

4. Identify all other vendors, consultants, or public relation firms working with, or on behalf of, JEA with respect to any of the Inquiry Matters.

ANSWER:

1. JP Morgan
2. Morgan Stanley
3. Geosyntec Consultants
4. Segal Consulting
5. Cavalry Strategies
6. Willis Towers Watson

5. Provide a list of all JEA owned electronic devices issued to Aaron Zahn or any other member of the SLT.

ANSWER: Please see Exhibit 4.

6. Provide a list of all recipients of JEA purchased cellular telephones, together with each cellular telephone's manufacturer and model (e.g., Apple iphone 7), phone number, and network provider (E.g., AT&T).

ANSWER: Please see Exhibit 5.

7. Provide a list of all electronic devices (regardless of whether owned by JEA) used by any SLT member to send or receive JEA e-mails, access JEA documents, or otherwise communicate with anyone regarding JEA matters.

ANSWER:

Below is a list of non-JEA owned devices responsive to this request. JEA is still collecting this information and may identify additional devices. All JEA owned devices have been identified in the responses to Interrogatory Nos. 5 and 6.

Employee	Device
Herschel Vinyard	ipad Air 2
	iphone 7
Deryle Calhoun	iphone 7 Plus
Paul Steinbrecher	Samsung A50
Kerri Stewart	Samsung Galaxy Note 9
	Dell laptop
Ted Hobson	iphone 8
John McCarthy	iphone Xs Max
Steven McInall	LG V40 ThinQ
Caren Anders	iphone 10
Joe Orfano	Galaxy S10
	HP Envy laptop
Jon Kendrick	iphone 6s
Melissa Dykes	iphone 11 Pro
	ipad Pro
Shawn Eads	iphone 7

8. Identify all code names, nicknames, project names, or other shorthand abbreviations for any of the Inquiry Matters (e.g., Project Scampi).

ANSWER:

1. Super Bowl
2. Free Bird
3. Scampi
4. Waffle House

Dated: March 10, 2020

EXHIBIT 1

Supplier Name	Invoice Date	PO Number	Invoiced Amount	Spend	Invoice Number
GENERAL ELECTRIC INTERNATIONAL	11/21/2019	184858	\$ 25,000,000.00	\$ 25,000,000.00	JEB-PS8-331
GENERAL ELECTRIC INTERNATIONAL	11/28/2018	177626	\$ 20,475,000.00	\$ 20,475,000.00	JEB-PS8-241
GENERAL ELECTRIC INTERNATIONAL	11/28/2018	177618	\$ 20,475,000.00	\$ 20,475,000.00	JEB-PS8-242
EDWARDS COHEN	9/17/2018		\$ 20,038,825.00	\$ 20,038,825.00	SEP1718A0700
THE ENERGY AUTHORITY	11/9/2018		\$ 19,934,016.38	\$ 19,934,016.38	100326,100322,100323,100324,10
THE ENERGY AUTHORITY	2/16/2018		\$ 19,061,726.70	\$ 19,061,726.70	58117/20/22/25
THE ENERGY AUTHORITY	9/14/2018		\$ 18,432,674.21	\$ 18,432,674.21	62973/83/84-NG
THE ENERGY AUTHORITY	10/8/2018		\$ 18,255,788.98	\$ 18,255,788.98	100201/2/3/4/5/6,63609/11
THE ENERGY AUTHORITY	12/10/2018		\$ 18,062,005.89	\$ 18,062,005.89	500559, etc-NG
THE ENERGY AUTHORITY	6/8/2018		\$ 16,769,599.50	\$ 16,769,599.50	60791/92/94/95
THE ENERGY AUTHORITY	11/8/2019		\$ 16,471,851.66	\$ 16,471,851.66	1168176-NG
THE ENERGY AUTHORITY	7/11/2018		\$ 16,467,786.18	\$ 16,467,786.18	61439/41/45
THE ENERGY AUTHORITY	8/13/2018		\$ 16,005,263.55	\$ 16,005,263.55	62359/60/61/62-NG
CSX TRANSPORTATION	1/19/2018	118018	\$ 15,748,108.70	\$ 15,748,108.70	Settlement
THE ENERGY AUTHORITY	1/10/2019		\$ 15,669,048.12	\$ 15,669,048.12	500746 etc-NG
THE ENERGY AUTHORITY	7/10/2019		\$ 15,667,742.11	\$ 15,667,742.11	969996-NG
THE ENERGY AUTHORITY	8/9/2019		\$ 15,298,555.89	\$ 15,298,555.89	1018291-NG
CITY OF JACKSONVILLE [006473]	2/28/2019		\$ 15,155,000.00	\$ 15,155,000.00	MAR1819C0200-WS-ADD
THE ENERGY AUTHORITY	9/10/2019		\$ 14,917,204.24	\$ 14,917,204.24	1064098-NG
THE ENERGY AUTHORITY	2/8/2019		\$ 14,550,848.16	\$ 14,550,848.16	10067A,100812,100813,100814,10
THE ENERGY AUTHORITY	6/10/2019		\$ 14,417,126.37	\$ 14,417,126.37	502205,502204,101475A,101476A,
THE ENERGY AUTHORITY	10/17/2019		\$ 14,389,599.86	\$ 14,389,599.86	1113948-NG
THE ENERGY AUTHORITY	2/9/2018		\$ 14,058,064.30	\$ 14,058,064.30	58058/59
THE ENERGY AUTHORITY	5/10/2018		\$ 13,374,364.32	\$ 13,374,364.32	60199/220
THE ENERGY AUTHORITY	4/10/2018		\$ 13,011,545.61	\$ 13,011,545.61	59503/04/06
THE ENERGY AUTHORITY	1/12/2018		\$ 12,469,061.89	\$ 12,469,061.89	57411/12/14
THE ENERGY AUTHORITY	2/10/2020		\$ 12,001,003.16	\$ 12,001,003.16	1307009-NG
THE ENERGY AUTHORITY	5/10/2019		\$ 10,508,703.24	\$ 10,508,703.24	101474,101475,101476,101477,10
THE ENERGY AUTHORITY	6/6/2019		\$ 10,442,532.00	\$ 10,442,532.00	919856
THE ENERGY AUTHORITY	4/5/2019		\$ 10,389,901.75	\$ 10,389,901.75	66101
THE ENERGY AUTHORITY	12/10/2019		\$ 10,003,722.03	\$ 10,003,722.03	213570-NG
WELLS FARGO BANK, NA	7/10/2018		\$ 10,000,000.00	\$ 10,000,000.00	Advance Deposit 071018
WELLS FARGO BANK, NA	1/18/2018		\$ 10,000,000.00	\$ 10,000,000.00	ADVANCE DEPOSIT

EXHIBIT 2

Row Labels	Sum of Invoiced Amount	Sum of Paid Amount
THE ENERGY AUTHORITY	\$ 638,528,692.75	\$ 638,528,692.75
CITY OF JACKSONVILLE [006473]	\$ 401,295,091.74	\$ 401,295,091.74
TAX COLLECTOR	\$ 298,490,299.99	\$ 298,490,299.99
GEORGIA POWER COMPANY	\$ 145,610,242.07	\$ 145,610,242.07
FLORIDA DEPARTMENT OF REVENUE	\$ 123,023,153.82	\$ 123,023,153.82
WELLS FARGO BANK, NA	\$ 109,067,585.88	\$ 109,067,585.88
GENERAL ELECTRIC INTERNATIONAL	\$ 91,874,002.57	\$ 91,874,002.57
BLUE CROSS BLUE SHIELD OF FLORIDA INC	\$ 73,393,731.65	\$ 73,393,731.65
STUART C IRBY CO	\$ 49,665,256.48	\$ 49,562,337.70
TCP PETCOKE CORPORATION	\$ 45,147,020.33	\$ 45,147,020.33
EDWARDS COHEN*	\$ 41,003,972.31	\$ 41,003,852.31
LANDIS & GYR	\$ 38,066,198.00	\$ 37,307,798.00
MEAG POWER	\$ 31,752,010.19	\$ 31,752,010.19
SOUTHERN COMPANY SERVICES INC	\$ 30,878,640.80	\$ 30,878,640.80
SAWCROSS INC	\$ 29,563,978.92	\$ 29,198,204.42
BANK OF AMERICA	\$ 28,854,051.29	\$ 28,854,051.29
HENKELS & MCCOY INC	\$ 27,044,247.22	\$ 27,044,247.22
KOMSA SARL	\$ 26,496,538.45	\$ 26,496,538.45
TRICON ENERGY LTD	\$ 22,335,262.84	\$ 22,335,262.84
WILLIAMS INDUSTRIAL SERVICES LLC	\$ 21,772,107.30	\$ 21,686,542.84
CSX TRANSPORTATION	\$ 20,659,755.74	\$ 20,641,880.74
MCGRIFF SEIBELS & WILLIAMS	\$ 20,358,539.41	\$ 20,358,539.41
RANDSTAD NORTH AMERICA	\$ 20,138,813.61	\$ 20,138,439.10
INTEROCEAN COAL SALES, LLC (47-1954786)	\$ 20,067,412.42	\$ 20,067,412.42
GRESKO SUPPLY INC	\$ 18,963,925.09	\$ 18,963,925.09
PETTICOAT SCHMITT CIVIL CONTRACTORS INC	\$ 18,690,487.57	\$ 18,451,202.64
PCL CONSTRUCTION, INC.	\$ 18,573,416.11	\$ 18,573,416.11
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY	\$ 17,609,425.64	\$ 17,609,425.64
VULCAN CONSTRUCTION MATERIALS LP	\$ 17,281,385.39	\$ 17,281,385.39
T B LANDMARK CONSTRUCTION INC	\$ 16,080,091.09	\$ 15,234,136.16
TREES, INC.	\$ 15,764,485.10	\$ 15,252,363.44
SJRPP - ACCOUNTING	\$ 14,703,676.71	\$ 14,703,676.71
T G UTILITY COMPANY INC	\$ 14,489,958.18	\$ 13,620,378.55
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.	\$ 13,173,064.88	\$ 12,887,574.78
KUBRA DATA TRANSFER LTD	\$ 13,159,995.14	\$ 13,159,995.14
CH2M HILL ENGINEERS INC	\$ 13,146,987.30	\$ 13,146,987.30
ORACLE AMERICA INC	\$ 12,031,399.96	\$ 12,007,321.48
RELIABLE SUBSTATION SERVICES INC	\$ 11,388,876.00	\$ 11,153,626.00
W G YATES & SONS CONSTRUCTION CO	\$ 11,150,176.10	\$ 10,462,278.40
JACOBS ENGINEERING GROUP INC	\$ 10,689,717.51	\$ 10,689,717.51
SENSUS USA, INC.	\$ 10,609,486.09	\$ 10,595,150.44
ZABATT POWER SYSTEMS	\$ 10,576,495.23	\$ 10,573,723.68
TOTAL WRECKING & ENVIRONMENTAL LLC	\$ 10,494,268.49	\$ 10,494,268.49
CMC - COAL MARKETING DAC	\$ 10,288,244.98	\$ 10,288,244.98
WARREN ASPHALT INC	\$ 10,189,819.91	\$ 10,133,468.92
GREAT WEST LIFE & ANNUITY INSURANCE CO	\$ 10,115,803.82	\$ 10,115,803.82

*Includes pass-through payments for the purchase of real estate.

EXHIBIT 3

Number	Supplier	Description	Amount Agreed - Not to Exceed Awarded Contract Amount	Amount on Purchase Order	Effective Date	Expires On
184918	HEART UTILITIES OF JACKSONVILLE INC	069-19 OVERHEAD TRANSMISSION & DISTRIBUTION AND UNDERGROUND DISTRIBUTION CONSTRUCTION AND MAINTENANCE SERVICES (UNDERGROUND)	\$ 20,974,734.30	\$ 930,000.00	10/30/2019	10/29/2024
184917	SPE UTILITY CONTRACTORS F0 LLC	069-19 OVERHEAD TRANSMISSION & DISTRIBUTION AND UNDERGROUND DISTRIBUTION CONSTRUCTION AND MAINTENANCE SERVICES (OVERHEAD)	\$ 20,089,154.47	\$ 787,000.00	1/1/2020	12/31/2024
184640	WORKSPEND INC	142-18 MSP & VMS for Contingent Workforce (CPA 179272) 17,106,446.35(ACTUAL AWARD)	\$ 17,106,446.35	\$ 14,329,182.19	9/23/2019	9/30/2024
184574	GANNETT FLEMING INC	072-19 WATER-WASTEWATER CONSTRUCTION ENGINEERING INSPECTION SERVICES (CEI)	\$ 10,000,000.00	\$ 289,307.97	9/12/2019	
184571	VIA CONSULTING SERVICES INC	072-19 WATER-WASTEWATER CONSTRUCTION ENGINEERING INSPECTION SERVICES (CEI)	\$ 15,000,000.00	\$ 261,519.01	9/12/2019	
183987	UNITED BROTHERS DEVELOPMENT CORP	090-19 CONSTRUCTION SERVICES FOR THE BILTMORE C SEPTIC TANK PHASE OUT PROJECT	\$ 16,100,000.00	\$ 6,000,000.00	8/16/2019	
182848	JACOBS ENGINEERING GROUP INC	062-19 Water/Wastewater Capital Program Management	\$ 22,117,613.00	\$ 9,429,692.00	7/1/2019	6/30/2024
182730	KEVILLE ENTERPRISES INC	071-19 Water/Wastewater Project Support Services	\$ 20,279,306.00	\$ 4,900,000.00	7/1/2019	6/30/2024
177337	T B LANDMARK CONSTRUCTION INC	107-18 West Grid - Wilson to Timuquana - 30" Force Main	\$ 10,932,837.09	\$ 10,639,104.68	11/14/2018	
174097	CH2M HILL ENGINEERS INC	W/WW System Resiliency Assessment, Program Management & Engineering Design Services	\$ 11,975,000.00	\$ 6,088,056.27	5/1/2018	4/30/2023
173537	ST JOHN & PARTNERS ADVERTISING AND PUBLIC RELATIONS	027-18 Public Education Services	\$ 11,653,323.00	\$ 5,823,313.56	4/30/2018	4/23/2023
171999	STUART C IRBY CO	POLE LINE HARDWARE FOR JEA INVENTORY STOCK - 036-18	\$ 17,718,053.28	\$ 11,190,551.58	3/1/2018	1/28/2021
171465	TREES, INC	Vegetation Management (114-17)	\$ 31,222,514.94	\$ 12,303,926.05	1/26/2018	1/25/2023
170286	TOTAL WRECKING & ENVIRONMENTAL LLC	SJRP Demolition and Site Remediation Services	\$ 17,737,420.00	\$ 17,094,981.00	11/16/2017	
167715	LANDIS & GYR	AWARD FOR RFQ 90455 ELECTRIC METERS FOR JEA INVENTORY STOCK	\$ 45,030,281.74	\$ 38,090,670.00	8/22/2017	8/21/2020
167305	APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.	CPA FOR 109-17, SJRPP DECOMMISSIONING SERVICES	\$ 14,231,281.00	\$ 14,148,623.00	8/10/2017	
167301	W G YATES & SONS CONSTRUCTION CO	078-17 General Construction Services - Electric Plants	\$ 15,550,000.00	\$ 11,816,890.32	8/14/2017	8/13/2022
154233	STUART C IRBY CO	BPA FOR ITN 039-16, STREETLIGHT MATERIALS FOR JEA INVENTORY STOCK	\$ 39,144,843.81	\$ 36,838,196.80	5/1/2016	4/30/2021
19084	GENERAL ELECTRIC INTERNATIONAL	LTSA GE, COMBUSTION TURBINE SERVICES - READ HDR ATTACH 110 BEFORE CHANGING AMT AGREED	\$ 197,402,633.76	\$ 182,135,417.67	1/8/2004	6/21/2029

Supplier	Description	Contract Amount	Contract Issue Date
KOMSA SARL	Petroleum Coke	\$11,000,000	Feb. 2018
TCP Petcoke Corp.	Petroleum Coke	\$16,000,000	Jul. 2018
TCP Petcoke Corp.	Petroleum Coke	\$11,500,000	Dec. 2019
Interocean Coal Sales	Coal	\$12,000,000	Dec. 2018
SJRPP (IEA)	Coal	\$40,000,000	Feb. 2018
Shell Energy North America	Natural Gas	\$500,000,000	Nov. 2019
Municipal Gas Authority of Georgia	Natural Gas	\$98,000,000	May 2019
Municipal Gas Authority of Georgia	Natural Gas	\$87,000,000	Feb. 2019
Municipal Gas Authority of Georgia	Natural Gas	\$130,000,000	Feb. 2019
Municipal Gas Authority of Georgia	Natural Gas	\$126,000,000	Feb. 2019
Florida Gas Transmission	Natural Gas	\$48,000,000	June 2019

EXHIBIT 4

EMPLOYEE NAME	DEVICE NAME	DESCRIPTION	ASSIGNMENT START DATE	ASSIGNMENT END DATE
Anders, Caren Beth	JEALT1949	HP Laptop ProBook 640 G4	1/2/2019 0:00	4/22/2019 0:00
Anders, Caren Beth	JEALT1866	HP Laptop ProBook 640 G4	5/21/2019 11:14	
Anders, Caren Beth	JEALT1897	HP Laptop ProBook 640 G4	4/22/2019 0:00	7/29/2019 0:00
Brost, Michael J	JEALT3869	HP Laptop ProBook 6470b	1/8/2018 0:00	1/18/2018 0:00
Calhoun, Deryle I Jr	JEALT1081	HP Laptop ProBook 640 G2	8/25/2016 0:00	2/4/2019 0:00
Calhoun, Deryle I Jr	JEACBWCCMAINT1	HP EliteDesk 800 G1	11/7/2018 13:52	
Calhoun, Deryle I Jr	JEALT1930	HP Laptop ProBook 640 G4	11/27/2018 0:00	3/7/2019 0:00
Calhoun, Deryle I Jr	JEALT1885	HP Laptop ProBook 640 G4	3/7/2019 0:00	
Calhoun, Deryle I Jr	Not Available	Dell Latitude 5290	3/11/2019 0:00	
Dykes, Melissa Houskamp	JEALT1091	HP Laptop ProBook 640 G1	5/13/2015 0:00	1/22/2019 0:00
Dykes, Melissa Houskamp	JEALTD1722	Dell Latitude 5290	11/21/2018 0:00	
Dykes, Melissa Houskamp	N/A	IPAD PRO 11 INCH 256GB SGRAY SO	12/30/2019 0:00	
Eads, Shawn W	JEALTD1363	Dell Latitude 5290	7/31/2019 0:00	12/26/2019 0:00
Eads, Shawn W	JEALTD0638	Dell Latitude 5290	11/25/2019 0:00	12/31/2019 0:00
Eads, Shawn W	JEALT1940	HP Laptop ProBook 640 G4	4/22/2019 0:00	6/5/2019 0:00
Eads, Shawn W	JEALTD1831	Dell Latitude 5290	3/27/2019 0:00	8/19/2019 0:00
Eads, Shawn W	JEALTD1623	Dell Latitude 5290	11/25/2019 0:00	12/30/2019 0:00
Eads, Shawn W	JEALTD1618	Dell Latitude 5290	11/25/2019 0:00	12/30/2019 0:00
Eads, Shawn W	JEALTD1624	Dell Latitude 7400 2-in-1	12/16/2019 16:06	
Eads, Shawn W	N/A	IPAD 7TH GEN 32GB GRAY VZ	10/4/2019 0:00	
Hall, Sherry Lynn	jealt1969	HP Laptop ProBook 640 G4	7/9/2019 0:00	11/5/2019 0:00
Hall, Sherry Lynn	JEALT2205	HP Laptop ProBook 640 G4	9/19/2019 0:00	12/30/2019 0:00
Hiers, Angelia Renee	JEALTD1721	Dell Latitude 5290	11/21/2018 0:00	4/26/2019 0:00
Hightower, Michael Roy	JEALT1257	HP Laptop ProBook 640 G4	11/9/2016 0:00	2/1/2019 0:00
Hightower, Michael Roy	JEALT1916	HP Laptop ProBook 640 G4	12/5/2018 0:00	8/12/2019 0:00
Hightower, Michael Roy	JEALTD1791	Dell Latitude 5290	4/16/2019 0:00	6/18/2019 0:00
Hobson, Ted E	JEALT1080	HP Laptop ProBook 640 G4	8/29/2016 0:00	
Hobson, Ted E	JEALT3603	HP Laptop ProBook 6460b	10/14/2013 0:00	
Hobson, Ted E	JEALT3827	HP Laptop ProBook 6470b	1/17/2018 11:09	
Hobson, Ted E	JEALTD0638	Dell Latitude 5290	7/27/2018 0:00	7/25/2019 0:00
Hobson, Ted E	JEALTD1864	Dell Latitude 5290	7/25/2019 0:00	11/20/2019 0:00
Hobson, Ted E	JEALTD1927	Dell Latitude 5290	8/12/2019 0:00	3/5/2020 0:00
Kendrick, Jonathan Andrew	JEALTD1721	Dell Latitude 5290	4/30/2019 14:28	
McCarthy, John P	JEALT1233	HP Laptop ProBook 640 G2	9/20/2016 0:00	6/8/2018 0:00
McCarthy, John P	JEALTD0884	Dell Latitude 5285	5/22/2018 0:00	
McElroy, Paul E	JEALT1383	HP Laptop ProBook 640 G2	6/1/2017 0:00	4/20/2018 0:00
McInall, Steven G	JEALT2033	HP Laptop ProBook 640 G1	7/15/2016 0:00	8/16/2019 0:00
McInall, Steven G	JEALT2007	HP Laptop ProBook 640 G4	8/16/2019 0:00	
Rhode, Lynne C	JEALT1895	HP Laptop ProBook 640 G4	4/8/2019 0:00	12/30/2019 0:00
Roche, Brian J	JEALT3859	HP Laptop ProBook 640 G1	4/21/2015 0:00	7/11/2018 0:00
Romero Aguero, Julio Enrique	JEALTD0892	Dell Latitude 5285	2/14/2019 0:00	12/12/2018 0:00
Romero Aguero, Julio Enrique	JEALT1968	HP Laptop ProBook 640 G4	5/31/2019 0:00	9/23/2019 0:00
Steinbrecher, Paul Keith	JEALT3955	HP Laptop ProBook 640 G1	10/28/2016 0:00	10/1/2018 0:00
Steinbrecher, Paul Keith	JEALTD1007	Dell Latitude 5285	5/10/2018 0:00	
Stewart, Kerri	JEALT1099	HP Laptop ProBook 640 G2	6/2/2017 0:00	2/14/2019 0:00
Stewart, Kerri	JEALTD1862	Dell Latitude 5290	8/2/2019 0:00	12/17/2019 0:00
Stewart, Kerri	JEALTD1624	Dell Latitude 7400 2-in-1	12/6/2019 0:00	12/16/2019 0:00
Stewart, Kerri	JEALTD1626	Dell Latitude 7400 2-in-1	12/17/2019 0:00	
Vinyard, Herschel Thomas Jr	JEALT1962	HP Laptop ProBook 640 G4	6/25/2019 0:00	11/13/2019 0:00
Vinyard, Herschel Thomas Jr	JEALT2010	HP Laptop ProBook 640 G4	6/25/2019 0:00	
Wannemacher, Ryan F	JEALTD1709	Dell Latitude 5290	3/29/2019 0:00	4/1/2019 0:00
Wannemacher, Ryan F	N/A	MS Surface 2		
Zahn, Aaron F	JEALTD1014	Dell Latitude 5285	6/13/2018 0:00	6/14/2019 0:00
Zahn, Aaron F	JEALTD1748	Dell Latitude 5290	6/18/2019 9:28	

EXHIBIT 5

Employee Name	Model	Serial Number	Phone Number	Device Type	Network Provider
ARLINGTON EAST OPERATION	Dura XV LTE with camera	990006159357689	904-219-8610	4GBasicPhone	Verizon
BACK UP FLIP	Dura XV LTE with camera	990006160134317	904-510-1188	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161119184	904-456-7395	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161050207	904-456-7392	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161122634	904-456-7388	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161051148	904-456-7396	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161118822	904-456-7387	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161030092	904-456-7398	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161115653	904-456-7391	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161028419	904-456-7402	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161121651	904-456-7389	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161119903	904-456-7384	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161117857	904-456-7390	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161115711	904-456-7372	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006160990981	904-456-7399	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161051130	904-456-7369	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161118921	904-456-7397	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161119168	904-456-7400	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161118905	904-456-7403	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161024947	904-456-7404	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161116867	904-456-7366	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161119853	904-456-7386	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161118897	904-456-7394	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161118962	904-456-7393	4GBasicPhone	Verizon
BACK UP T2RM 241 BACK UP T2RM 241	Dura XV LTE with camera	990006161121602	904-456-7353	4GBasicPhone	Verizon
BRANDON BOYER	Dura XV LTE with camera	990006159530616	904-570-6497	4GBasicPhone	Verizon
BRYAN SWANSON	Dura XV LTE with camera	990006161117865	904-456-7385	4GBasicPhone	Verizon
BUCKMAN BIO SOLIDS BUCKMAN	Dura XV LTE with camera	990006153156103	904-646-8705	4GBasicPhone	Verizon
CARL KENDRICK	Dura XV LTE with camera	990006160031869	904-510-2873	4GBasicPhone	Verizon
CLYDE READ	Dura XV LTE with camera	990006161119036	904-759-6724	4GBasicPhone	Verizon
CODY CRAWFORD	Dura XV LTE with camera	990006160060405	904-510-1503	4GBasicPhone	Verizon
COMMONWEALTH SERVICE CENTER	Dura XV LTE with camera	990006153008460	904-416-5079	4GBasicPhone	Verizon
DANNY POSTON	Dura XV LTE with camera	990006160127642	904-510-6239	4GBasicPhone	Verizon
DAVD VELEZ	Dura XV LTE with camera	990006159293306	904-627-0078	4GBasicPhone	Verizon
GEORGINA CARROLL	Dura XV LTE with camera	990006137890967	904-510-0587	4GBasicPhone	Verizon
HUNTER CRAVEY	Dura XV LTE with camera	990006160127824	904-510-1223	4GBasicPhone	Verizon
JAMES HIGHSMITH	Dura XV LTE with camera	990006153157820	904-646-8645	4GBasicPhone	Verizon
JEFF LUCAS FLEET ONCALL	Dura XV LTE with camera	990006161119119	904-470-0022	4GBasicPhone	Verizon
KELVIN ELAM	Dura XV LTE with camera	990006160127600	904-510-2750	4GBasicPhone	Verizon
LEROY SMITH	Dura XV LTE with camera	990006159293306	904-627-5787	4GBasicPhone	Verizon
LOANER 19 LOANER 19	Dura XV LTE with camera	990006159475606	904-239-1181	4GBasicPhone	Verizon
LOANER 20 LOANER 20	Dura XV LTE with camera	990006160121777	904-510-5563	4GBasicPhone	Verizon
LOGAN TURKNETT	Dura XV LTE with camera	990006159605004	904-719-0020	4GBasicPhone	Verizon
MICHAEL KINAS	Dura XV LTE with camera	990006153153795	904-646-8305	4GBasicPhone	Verizon
MICHAEL LEDDY	Dura XV LTE with camera	990006159497311	904-383-0672	4GBasicPhone	Verizon
MIXON SIMPSON	Dura XV LTE with camera	990006159469831	904-759-2231	4GBasicPhone	Verizon
NELSON EDEMUZOR	Dura XV LTE with camera	990006160121512	904-510-2613	4GBasicPhone	Verizon
RONALD LAING	Dura XV LTE with camera	990006160061700	904-510-3399	4GBasicPhone	Verizon
STORM 10 SABEN	Dura XV LTE with camera	990006152697594	904-510-5500	4GBasicPhone	Verizon
STORM 17 SABEN	Dura XV LTE with camera	990006152697370	904-510-1534	4GBasicPhone	Verizon
STORM 2 SABEN	Dura XV LTE with camera	990006152687314	904-510-1778	4GBasicPhone	Verizon
STORM 4 SABEN	Dura XV LTE with camera	990006153153985	904-646-8516	4GBasicPhone	Verizon
TRAVIS MCKENZIE	Dura XV LTE with camera	990006160127832	904-510-5520	4GBasicPhone	Verizon
FREDDY GONZALEZ	DROID MAXX 2 Blue	990006244049170	904-716-4714	4GSmartphone	Verizon
DAVID BRICKEL	DROID MAXX 2 White	990006246367100	904-334-6010	4GSmartphone	Verizon
JOHN GEIGER	DROID MAXX 2 White	990006246746940	904-759-0473	4GSmartphone	Verizon
KENNY PRESSLEY	DROID MAXX 2 White	990006246198690	904-424-0074	4GSmartphone	Verizon
KEVIN REINHARDT	DROID MAXX 2 White	990006245393230	904-903-6001	4GSmartphone	Verizon
CRAIG MEHLER	DROID TURBO 2 BLK Soft-Grip 32GB	990005438892620	904-386-8928	4GSmartphone	Verizon
DISPATCH DESKRIDN	DROID TURBO 2 BLK Soft-Grip 32GB	990005439716210	904-759-1837	4GSmartphone	Verizon
ISABEL ATANACIO	DROID TURBO 2 BLK Soft-Grip 32GB	990007520581220	904-772-5724	4GSmartphone	Verizon
KELVIN GIBSON	DROID TURBO 2 BLK Soft-Grip 32GB	990005439417350	904-673-1505	4GSmartphone	Verizon
KEVIN DEMAREST	DROID TURBO 2 BLK Soft-Grip 32GB	990007520023620	904-497-2885	4GSmartphone	Verizon
KIM JISOO	DROID TURBO 2 BLK Soft-Grip 32GB	990007520426000	904-625-8257	4GSmartphone	Verizon
LAWRENCE SHULER	DROID TURBO 2 BLK Soft-Grip 32GB	990005438864000	904-416-9866	4GSmartphone	Verizon
MIKE AKERS	DROID TURBO 2 BLK Soft-Grip 32GB	990005439725100	904-476-2986	4GSmartphone	Verizon
RIDENOUR CENTRALCONTROL	DROID TURBO 2 BLK Soft-Grip 32GB	990005439686550	904-759-3901	4GSmartphone	Verizon
ROBIN FLORES	DROID TURBO 2 BLK Soft-Grip 32GB	990005439718868	904-352-9282	4GSmartphone	Verizon
RYAN RAINBOLT	DROID TURBO 2 BLK Soft-Grip 32GB	990007520451470	904-445-8466	4GSmartphone	Verizon
RICKY URSRY	DROID TURBO 2 Grey Nylon 32GB	990005746777359	904-403-4863	4GSmartphone	Verizon
ALEX PECK	DROID TURBO 2 WHT Soft-Grip 32GB	990005731073715	904-545-5659	4GSmartphone	Verizon
ANDREAS BELL	DROID TURBO 2 WHT Soft-Grip 32GB	990007521128584	904-885-4608	4GSmartphone	Verizon
ANDY ROGERS	DROID TURBO 2 WHT Soft-Grip 32GB	990007520918639	904-334-5913	4GSmartphone	Verizon
ANTHONY RAINBOLT	DROID TURBO 2 WHT Soft-Grip 32GB	990005731492303	904-445-8202	4GSmartphone	Verizon
ARISS FAJARDO	DROID TURBO 2 WHT Soft-Grip 32GB	990005731447240	904-759-8934	4GSmartphone	Verizon
BENARD WRIGHT	DROID TURBO 2 WHT Soft-Grip 32GB	990005731750791	904-510-5935	4GSmartphone	Verizon
BILLIE WOODS	DROID TURBO 2 WHT Soft-Grip 32GB	990005731240579	904-627-6310	4GSmartphone	Verizon
CORBETT CORNETT	DROID TURBO 2 WHT Soft-Grip 32GB	990005731007630	904-386-3299	4GSmartphone	Verizon
CRAIG FALES	DROID TURBO 2 WHT Soft-Grip 32GB	990005731550670	904-382-7945	4GSmartphone	Verizon
DAVID GILLARD	DROID TURBO 2 WHT Soft-Grip 32GB	990005731045002	904-626-5784	4GSmartphone	Verizon
DAVID VELEZ	DROID TURBO 2 WHT Soft-Grip 32GB	990005731345360	904-233-9316	4GSmartphone	Verizon
DAVID DEDMON	DROID TURBO 2 WHT Soft-Grip 32GB	990005731779709	904-451-3875	4GSmartphone	Verizon
DOUGLAS HEWETT	DROID TURBO 2 WHT Soft-Grip 32GB	990005731346681	904-576-5052	4GSmartphone	Verizon
DOUGLASS CORDER	DROID TURBO 2 WHT Soft-Grip 32GB	990005731882115	904-759-9027	4GSmartphone	Verizon
FREDRICK BUTLER	DROID TURBO 2 WHT Soft-Grip 32GB	990005731746120	904-759-7367	4GSmartphone	Verizon
FULTON GATEN	DROID TURBO 2 WHT Soft-Grip 32GB	990005731067261	904-483-7636	4GSmartphone	Verizon

GARRET MICHAEL MARTIN STEDMAN	DROID TURBO 2 WHt Soft-Grip 32GB	990005731826906	904-894-0288	4GSmartphone	Verizon
GARRETT WILLIAMS	DROID TURBO 2 WHt Soft-Grip 32GB	990005731814720	904-451-6590	4GSmartphone	Verizon
GARY DENTON	DROID TURBO 2 WHt Soft-Grip 32GB	990005731233830	904-534-8143	4GSmartphone	Verizon
GREG RAGER1	DROID TURBO 2 WHt Soft-Grip 32GB	990005731600780	904-874-7383	4GSmartphone	Verizon
GREG RAGER2	DROID TURBO 2 WHt Soft-Grip 32GB	990005731443405	904-874-8084	4GSmartphone	Verizon
HUBERT NICHOLS	DROID TURBO 2 WHt Soft-Grip 32GB	990007520912285	904-403-4849	4GSmartphone	Verizon
JACOB CANNADY	DROID TURBO 2 WHt Soft-Grip 32GB	990005731749538	904-885-2708	4GSmartphone	Verizon
JAMES STEVENS	DROID TURBO 2 WHt Soft-Grip 32GB	990007520859239	904-903-6325	4GSmartphone	Verizon
JAMES CALCOTE	DROID TURBO 2 WHt Soft-Grip 32GB	990005731012978	904-578-4894	4GSmartphone	Verizon
JAMES FAIRCHILD	DROID TURBO 2 WHt Soft-Grip 32GB	990005731593050	904-759-9099	4GSmartphone	Verizon
JAMES JIM WILLIAMS	DROID TURBO 2 WHt Soft-Grip 32GB	990007520931660	904-719-1966	4GSmartphone	Verizon
JASON WHITEHEAD	DROID TURBO 2 WHt Soft-Grip 32GB	990007520889640	904-719-1925	4GSmartphone	Verizon
JASON RINEHART	DROID TURBO 2 WHt Soft-Grip 32GB	990005731608825	904-625-5974	4GSmartphone	Verizon
JODY GODSEY	DROID TURBO 2 WHt Soft-Grip 32GB	990005731977964	904-298-4184	4GSmartphone	Verizon
JOHN BASKIN	DROID TURBO 2 WHt Soft-Grip 32GB	990005731268083	904-894-0547	4GSmartphone	Verizon
JOHN HURFORD	DROID TURBO 2 WHt Soft-Grip 32GB	990007520793220	904-580-2198	4GSmartphone	Verizon
JOHN HOBBY	DROID TURBO 2 WHt Soft-Grip 32GB	990005731724580	904-885-0593	4GSmartphone	Verizon
JONTE BOWDEN	DROID TURBO 2 WHt Soft-Grip 32GB	990007520731685	904-252-5471	4GSmartphone	Verizon
JUSTIN WILLIAMSON	DROID TURBO 2 WHt Soft-Grip 32GB	990005731847233	904-885-5369	4GSmartphone	Verizon
KEITH HOWARD	DROID TURBO 2 WHt Soft-Grip 32GB	990005731468030	904-759-5553	4GSmartphone	Verizon
KELVIN HAMBY	DROID TURBO 2 WHt Soft-Grip 32GB	990005731974557	904-759-1580	4GSmartphone	Verizon
KENNETH LITTLE	DROID TURBO 2 WHt Soft-Grip 32GB	990005731841772	904-759-1566	4GSmartphone	Verizon
KONSTATINOS THEODORIDIS	DROID TURBO 2 WHt Soft-Grip 32GB	990005731271137	904-591-4171	4GSmartphone	Verizon
KRISS BERNARD OELLERICH	DROID TURBO 2 WHt Soft-Grip 32GB	990005731170248	904-813-3855	4GSmartphone	Verizon
LOU FLEMING	DROID TURBO 2 WHt Soft-Grip 32GB	990007520804003	904-472-4817	4GSmartphone	Verizon
LUCILE SIRMONES	DROID TURBO 2 WHt Soft-Grip 32GB	990005731723293	904-588-4964	4GSmartphone	Verizon
MUQEET MUJAHID	DROID TURBO 2 WHt Soft-Grip 32GB	990005731831633	904-625-4898	4GSmartphone	Verizon
NATHAN BYERLY	DROID TURBO 2 WHt Soft-Grip 32GB	990007520725588	904-330-7951	4GSmartphone	Verizon
PHIL YEATMAN	DROID TURBO 2 WHt Soft-Grip 32GB	990005731562709	904-759-6042	4GSmartphone	Verizon
PHILLIP MINTON	DROID TURBO 2 WHt Soft-Grip 32GB	990005731081726	904-993-6315	4GSmartphone	Verizon
RALPH LARSON	DROID TURBO 2 WHt Soft-Grip 32GB	990005731547817	904-476-2087	4GSmartphone	Verizon
RALPH EDWARD SAUNDERS	DROID TURBO 2 WHt Soft-Grip 32GB	990005731527454	904-483-7631	4GSmartphone	Verizon
RICH TULLIS	DROID TURBO 2 WHt Soft-Grip 32GB	990007521010330	904-574-7092	4GSmartphone	Verizon
RICHARD REDD	DROID TURBO 2 WHt Soft-Grip 32GB	990007521005667	904-403-4856	4GSmartphone	Verizon
ROBERT WYNN	DROID TURBO 2 WHt Soft-Grip 32GB	990005731823085	904-759-9369	4GSmartphone	Verizon
RODERICK JACKSON	DROID TURBO 2 WHt Soft-Grip 32GB	990005731850484	904-386-1871	4GSmartphone	Verizon
RON PRICE	DROID TURBO 2 WHt Soft-Grip 32GB	990005731742913	904-759-4422	4GSmartphone	Verizon
SAM FOLDS	DROID TURBO 2 WHt Soft-Grip 32GB	990007520695369	904-903-6087	4GSmartphone	Verizon
SHAWN PARNELL	DROID TURBO 2 WHt Soft-Grip 32GB	990005731738531	904-625-3880	4GSmartphone	Verizon
SPENCER HAMILTON	DROID TURBO 2 WHt Soft-Grip 32GB	990005731001690	904-625-3984	4GSmartphone	Verizon
STEVE WEAVER	DROID TURBO 2 WHt Soft-Grip 32GB	990007520912384	904-403-4855	4GSmartphone	Verizon
TODD GILBERT	DROID TURBO 2 WHt Soft-Grip 32GB	990007521098563	904-903-6332	4GSmartphone	Verizon
TROY SIMMONS	DROID TURBO 2 WHt Soft-Grip 32GB	990005731698966	904-545-8321	4GSmartphone	Verizon
VERNON JAMES	DROID TURBO 2 WHt Soft-Grip 32GB	990007520825214	904-591-1011	4GSmartphone	Verizon
WESLEY ZUFALL	DROID TURBO 2 WHt Soft-Grip 32GB	990005731241445	904-677-6077	4GSmartphone	Verizon
WILLIAM TURNBULL	DROID TURBO 2 WHt Soft-Grip 32GB	990005731280138	904-219-4825	4GSmartphone	Verizon
WILLIAM LOVE	DROID TURBO 2 WHt Soft-Grip 32GB	990005731001112	904-234-3440	4GSmartphone	Verizon
WILLIAM RIENS	DROID TURBO 2 WHt Soft-Grip 32GB	990005731487113	904-759-1262	4GSmartphone	Verizon
WILLIAM WHITE	DROID TURBO 2 WHt Soft-Grip 32GB	990005731532298	904-487-3207	4GSmartphone	Verizon
WILLIAM HODGES	DROID TURBO 2 WHt Soft-Grip 32GB	990005731792900	904-759-8372	4GSmartphone	Verizon
BEN BARBEE	DROID TURBO by MOTOROLA BLACK BN	990005289366160	904-574-7001	4GSmartphone	Verizon
DAMAN FEATHERINGILL	DROID TURBO by MOTOROLA BLACK BN	990006234671880	904-403-4854	4GSmartphone	Verizon
JAMES MOSLEY	DROID TURBO by MOTOROLA BLACK BN	990005289968430	904-252-6334	4GSmartphone	Verizon
VIRGIL HARRIS	DROID TURBO by MOTOROLA BLACK BN	990005289642230	904-254-5739	4GSmartphone	Verizon
VALERIE WALMSLEY	DROID TURBO by MOTOROLA BLK MGF	990006233228930	904-553-0540	4GSmartphone	Verizon
ALAN AINSLEY	Kyocera DuraForcePRO	990006134651354	904-334-7037	4GSmartphone	Verizon
ALLAN BOREE	Kyocera DuraForcePRO	990006125419423	904-562-0795	4GSmartphone	Verizon
ALLEN GIBSON	Kyocera DuraForcePRO	990006125812882	904-755-1160	4GSmartphone	Verizon
BRANDON HARTENSTINE	Kyocera DuraForcePRO	990006133678176	904-383-2332	4GSmartphone	Verizon
BRETT NASTA	Kyocera DuraForcePRO	990006133577568	904-568-6107	4GSmartphone	Verizon
BRIAN SONNIER	Kyocera DuraForcePRO	990006133767300	904-562-9848	4GSmartphone	Verizon
BRIAN CURRY	Kyocera DuraForcePRO	990006133574284	904-568-5332	4GSmartphone	Verizon
BRIAN GREGG	Kyocera DuraForcePRO	990006125405232	904-271-1759	4GSmartphone	Verizon
CARL ALVSTAD	Kyocera DuraForcePRO	990006133527894	904-574-7020	4GSmartphone	Verizon
CEDRIC BARNEY	Kyocera DuraForcePRO	990006126281301	904-677-6030	4GSmartphone	Verizon
CHARLES EMMI	Kyocera DuraForcePRO	990006125366350	904-376-5028	4GSmartphone	Verizon
CHRIS BISHOP	Kyocera DuraForcePRO	990006133867373	904-576-8441	4GSmartphone	Verizon
CHRIS REICHART	Kyocera DuraForcePRO	990006134461994	904-574-1096	4GSmartphone	Verizon
DANIEL WOFFORD	Kyocera DuraForcePRO	990006134472389	904-574-1877	4GSmartphone	Verizon
DARREN HODGES	Kyocera DuraForcePRO	990006134410363	904-575-1383	4GSmartphone	Verizon
DAVID FILSINGER	Kyocera DuraForcePRO	990006125405224	904-271-5918	4GSmartphone	Verizon
DEREK ROBINSON	Kyocera DuraForcePRO	990006134560670	904-759-8092	4GSmartphone	Verizon
DIANE QUARTERMAN	Kyocera DuraForcePRO	990006134554509	904-993-6271	4GSmartphone	Verizon
DIANE QUARTERMAN	Kyocera DuraForcePRO	990006134413136	904-570-8558	4GSmartphone	Verizon
DONALD WILSON	Kyocera DuraForcePRO	990006126427961	904-254-4389	4GSmartphone	Verizon
EDWARD (DAN) PRESCOTT	Kyocera DuraForcePRO	990006133789486	904-403-4858	4GSmartphone	Verizon
ERIC THEODORIDIS	Kyocera DuraForcePRO	990006125419431	904-562-8461	4GSmartphone	Verizon
ERIC DAVIS	Kyocera DuraForcePRO	990006125548692	904-517-2850	4GSmartphone	Verizon
EUGENIO GENE CRUZ	Kyocera DuraForcePRO	990006125325695	904-759-2991	4GSmartphone	Verizon
GREG JOHNSON	Kyocera DuraForcePRO	990006126004745	904-403-4832	4GSmartphone	Verizon
JACK LALONDE	Kyocera DuraForcePRO	990006126777399	904-627-9854	4GSmartphone	Verizon
JACOB PLICQUE	Kyocera DuraForcePRO	990006133416932	904-627-9907	4GSmartphone	Verizon
JAMES MCCULLY	Kyocera DuraForcePRO	990006133502087	904-566-8917	4GSmartphone	Verizon
JAMES VALENTINE	Kyocera DuraForcePRO	990006125544261	904-253-9680	4GSmartphone	Verizon
JEFF ALTMAN	Kyocera DuraForcePRO	990006134303345	904-588-5077	4GSmartphone	Verizon
JOHN CONNER	Kyocera DuraForcePRO	990006133577550	904-568-4281	4GSmartphone	Verizon
JONATHAN CHARLES GRIFFIN	Kyocera DuraForcePRO	990006133575406	904-517-3928	4GSmartphone	Verizon

JOSH PARKER	Kyocera DuraForcePRO	990006134034718	904-716-7966	4GSmartphone	Verizon
JUSTIN SENCER	Kyocera DuraForcePRO	990006134578029	904-252-4190	4GSmartphone	Verizon
JUSTIN KELLY	Kyocera DuraForcePRO	990006133865914	904-576-8420	4GSmartphone	Verizon
KEITH HANSEL	Kyocera DuraForcePRO	990006125694470	904-252-6322	4GSmartphone	Verizon
LARRY WALKER	Kyocera DuraForcePRO	990006133577790	904-568-8393	4GSmartphone	Verizon
MAZES MAZES	Kyocera DuraForcePRO	990006134667079	904-626-5385	4GSmartphone	Verizon
MIKE RICHARDSON	Kyocera DuraForcePRO	990006133574946	904-759-4540	4GSmartphone	Verizon
MORGAN WORLEY	Kyocera DuraForcePRO	990006133580547	904-568-4238	4GSmartphone	Verizon
PAUL THOMAS FEKETE JR	Kyocera DuraForcePRO	990006125677756	904-545-1648	4GSmartphone	Verizon
PHILLI BISQUERA	Kyocera DuraForcePRO	990006125320175	904-343-7107	4GSmartphone	Verizon
RICHARD GOODIN	Kyocera DuraForcePRO	990006133864388	904-759-4203	4GSmartphone	Verizon
ROBERT HAND	Kyocera DuraForcePRO	990006126391688	904-477-1396	4GSmartphone	Verizon
ROBERT LAWTON	Kyocera DuraForcePRO	990006134554491	904-575-0173	4GSmartphone	Verizon
ROBERT BOYLE	Kyocera DuraForcePRO	990006126012672	904-234-2519	4GSmartphone	Verizon
SCOTT BEDNARZ	Kyocera DuraForcePRO	990006133545995	904-759-1164	4GSmartphone	Verizon
SCOTT COLSON	Kyocera DuraForcePRO	990006126007409	904-510-7980	4GSmartphone	Verizon
SHELLINA REEVES	Kyocera DuraForcePRO	990006125410885	904-562-8451	4GSmartphone	Verizon
STEVE RAMOS	Kyocera DuraForcePRO	990006134520013	904-903-6002	4GSmartphone	Verizon
TERRY BOYKIN	Kyocera DuraForcePRO	990006134622355	904-718-8086	4GSmartphone	Verizon
THOMAS JONES	Kyocera DuraForcePRO	990006125319771	904-376-5089	4GSmartphone	Verizon
VANCE REIMAN	Kyocera DuraForcePRO	990006125964808	904-627-9752	4GSmartphone	Verizon
VARNA DOE JACKIE	Kyocera DuraForcePRO	990006125325968	904-376-5095	4GSmartphone	Verizon
CLEVE MITCHELL	Motorola Droid Maxx 16GB Black	9900053315156300	904-622-7914	4GSmartphone	Verizon
HAROLD COMBS	Motorola Droid Maxx 16GB Black	990005332632422	904-760-2446	4GSmartphone	Verizon
JESSICA HENDERSON	Motorola Droid Maxx 16GB Black	990005718223760	904-437-7921	4GSmartphone	Verizon
LARRY TUCKER	Motorola Droid Maxx 16GB Black	9900053318261000	904-759-7875	4GSmartphone	Verizon
LEVI SPEARMAN	Motorola Droid Maxx 16GB Black	9900053372236800	904-545-5652	4GSmartphone	Verizon
MINH LE	Motorola Droid Maxx 16GB Black	990005718133590	904-437-7654	4GSmartphone	Verizon
NATHANIEL WILLIAMS	Motorola Droid Maxx 16GB Black	990005715788960	904-254-2339	4GSmartphone	Verizon
RUSSELL RIVERS	Motorola Droid Maxx 16GB Black	9900053363325300	904-233-5328	4GSmartphone	Verizon
RYAN SZOKE	Motorola Droid Maxx 16GB Black	990005718243820	904-383-8243	4GSmartphone	Verizon
CHARLES CREWS	Motorola Droid Maxx 16GB Red	9900053355566600	904-403-4833	4GSmartphone	Verizon
ANDREW JONES	SAMSUNG A50	353335110736256	904-426-7606	4GSmartphone	Verizon
ANGELO PORTER	SAMSUNG A50	353335110738997	904-576-0451	4GSmartphone	Verizon
BILL DELK	SAMSUNG A50	353335110738872	904-866-7768	4GSmartphone	Verizon
BRANDON CUSTER	SAMSUNG A50	353335110712521	904-328-4290	4GSmartphone	Verizon
BRANTLEY KIGHT	SAMSUNG A50	353335110771295	904-574-0845	4GSmartphone	Verizon
BRYAN SMITH	SAMSUNG A50	353335110762674	904-627-9448	4GSmartphone	Verizon
CHARLES HUGHES	SAMSUNG A50	353335110770537	904-463-3047	4GSmartphone	Verizon
CHARLTON HOUSTON	SAMSUNG A50	353335110725770	904-759-1433	4GSmartphone	Verizon
CYNTHIA SABEN	SAMSUNG A50	353335110733329	904-463-5633	4GSmartphone	Verizon
DANIEL SIRICO	SAMSUNG A50	353335110710046	904-349-0271	4GSmartphone	Verizon
DANIEL QUINTON GRIFFIS	SAMSUNG A50	353335110719625	904-482-2901	4GSmartphone	Verizon
WAYNE HUBBARD	SAMSUNG A50	353335110727388	904-349-5046	4GSmartphone	Verizon
ERIC PETTY	SAMSUNG A50	353335110737486	904-477-1097	4GSmartphone	Verizon
HERBERT STOKES	SAMSUNG A50	353335110704817	904-426-9127	4GSmartphone	Verizon
HERBERT DECAMP	SAMSUNG A50	353335110744169	904-235-2471	4GSmartphone	Verizon
JAMES CARROLL	SAMSUNG A50	353335110761593	904-524-6579	4GSmartphone	Verizon
JAMES JIMMY WEISFLOG	SAMSUNG A50	353335110722470	904-366-9159	4GSmartphone	Verizon
JENNIFER STOKES	SAMSUNG A50	353335110734129	904-535-3984	4GSmartphone	Verizon
JOEY CROCHET	SAMSUNG A50	353335110704304	904-237-8957	4GSmartphone	Verizon
JOHN SANTIAGO	SAMSUNG A50	353335110769836	904-518-0910	4GSmartphone	Verizon
JOHN JOHNSON	SAMSUNG A50	353335110766931	904-903-0410	4GSmartphone	Verizon
KELLI PREVATT	SAMSUNG A50	353335110758003	904-570-0555	4GSmartphone	Verizon
KEVIN PRIESTER	SAMSUNG A50	353335110755702	904-349-2741	4GSmartphone	Verizon
NATASHA JACKSON	SAMSUNG A50	353335110722850	904-891-6251	4GSmartphone	Verizon
NATHANIEL HUDSON	SAMSUNG A50	353335110721324	904-591-7296	4GSmartphone	Verizon
PHILLIP LEWIS	SAMSUNG A50	353335110714592	904-431-2538	4GSmartphone	Verizon
ROBERT FARRIS	SAMSUNG A50	353335110757179	904-252-7518	4GSmartphone	Verizon
RONALD JEFFREY MILLIGAN	SAMSUNG A50	353335110711945	904-376-5456	4GSmartphone	Verizon
STEVEN MAYS	SAMSUNG A50	353335110721241	904-574-3941	4GSmartphone	Verizon
TIFFANY WINTON	SAMSUNG A50	353335110719666	904-349-1294	4GSmartphone	Verizon
TONY HERRERA	SAMSUNG A50	353335110758615	904-534-5452	4GSmartphone	Verizon
TREMAL CARMICHAEL	SAMSUNG A50	353335110705707	904-517-2528	4GSmartphone	Verizon
WADE HOILMAN	SAMSUNG A50	353335110760132	904-517-2731	4GSmartphone	Verizon
WILLIAM MARELL	SAMSUNG A50	353335110733063	904-545-5409	4GSmartphone	Verizon
WILLIAM THOMASSEN	SAMSUNG A50	353335110760124	904-200-9679	4GSmartphone	Verizon
YAN HE	SAMSUNG A50	353335110765347	904-470-0389	4GSmartphone	Verizon
PHIL ESTEP	SAMSUNG GALAXY S10 BLACK 128GB	351924103037228	904-536-9992	4GSmartphone	Verizon
ADAM MCCULLY	SAMSUNG GALAXY S10e BLACK 128GB	358628100225933	904-445-8922	4GSmartphone	Verizon
ALLEN FLOWERS	SAMSUNG GALAXY S10e BLACK 128GB	352066103921446	904-229-5694	4GSmartphone	Verizon
ARMONDO JACKSON	SAMSUNG GALAXY S10e BLACK 128GB	358628100228879	904-627-9365	4GSmartphone	Verizon
ARTHUR DANIELS	SAMSUNG GALAXY S10e BLACK 128GB	352066103559915	904-403-4852	4GSmartphone	Verizon
BRANDON ADDISON	SAMSUNG GALAXY S10e BLACK 128GB	358628100233473	904-553-0681	4GSmartphone	Verizon
BRANDON RUGGIERO	SAMSUNG GALAXY S10e BLACK 128GB	358628100265392	904-673-1430	4GSmartphone	Verizon
CHARLES BARR	SAMSUNG GALAXY S10e BLACK 128GB	358628100205679	904-252-9832	4GSmartphone	Verizon
CLAY EVANS	SAMSUNG GALAXY S10e BLACK 128GB	352066103695552	904-383-8575	4GSmartphone	Verizon
CLIFTON EDWARD BROWNING JR	SAMSUNG GALAXY S10e BLACK 128GB	358628100292453	904-237-6136	4GSmartphone	Verizon
CYNTHIA SABEN	SAMSUNG GALAXY S10e BLACK 128GB	352066103919499	904-855-7414	4GSmartphone	Verizon
DANIEL STEVENS	SAMSUNG GALAXY S10e BLACK 128GB	352066103864018	904-233-0382	4GSmartphone	Verizon
DARREN JACOBS	SAMSUNG GALAXY S10e BLACK 128GB	358628100083555	904-424-9683	4GSmartphone	Verizon
DENNIS CUMISKEY	SAMSUNG GALAXY S10e BLACK 128GB	352066104554352	904-431-8000	4GSmartphone	Verizon
EDUARDO (EDDIE) GALLARDO	SAMSUNG GALAXY S10e BLACK 128GB	358628100259288	904-517-2270	4GSmartphone	Verizon
GEORGE LANIER	SAMSUNG GALAXY S10e BLACK 128GB	352066103785270	904-627-9828	4GSmartphone	Verizon
GERALD WINSKIE JR	SAMSUNG GALAXY S10e BLACK 128GB	358628100223839	904-219-6649	4GSmartphone	Verizon
GREG DANIELS	SAMSUNG GALAXY S10e BLACK 128GB	352066103610809	904-295-2392	4GSmartphone	Verizon
JAMES BARKOSKIE	SAMSUNG GALAXY S10e BLACK 128GB	358628100192281	904-759-9334	4GSmartphone	Verizon

JASON BELL	SAMSUNG GALAXY S10e BLACK 128GB	358628100233200	904-866-8205	4GSmartphone	Verizon
LONDON TODD TEST PHO BACK UP T2RM 241	SAMSUNG GALAXY S10e BLACK 128GB	358628100202866	904-885-2817	4GSmartphone	Verizon
LECY DAVIS	SAMSUNG GALAXY S10e BLACK 128GB	352066104539254	904-874-4485	4GSmartphone	Verizon
MIRANDA JONEMM	SAMSUNG GALAXY S10e BLACK 128GB	358628100070875	904-580-1919	4GSmartphone	Verizon
NICHOLAS GROVER	SAMSUNG GALAXY S10e BLACK 128GB	358628100261516	904-517-2530	4GSmartphone	Verizon
NICOLAS CROSBY	SAMSUNG GALAXY S10e BLACK 128GB	352066103886300	904-445-8593	4GSmartphone	Verizon
PRENTISS GARRAWAY	SAMSUNG GALAXY S10e BLACK 128GB	352066104539346	904-510-1868	4GSmartphone	Verizon
RANDY SMITH	SAMSUNG GALAXY S10e BLACK 128GB	358628100224761	904-334-7039	4GSmartphone	Verizon
RUSSELL WEEKS	SAMSUNG GALAXY S10e BLACK 128GB	358628100202973	904-271-5310	4GSmartphone	Verizon
SCOTT MASTERS	SAMSUNG GALAXY S10e BLACK 128GB	358628100258868	904-652-9046	4GSmartphone	Verizon
SCOTT (DAVID) BRANDENBURG	SAMSUNG GALAXY S10e BLACK 128GB	358628100233663	904-403-4851	4GSmartphone	Verizon
STEVE BRINSON	SAMSUNG GALAXY S10e BLACK 128GB	358628100046958	904-576-8163	4GSmartphone	Verizon
STEVE SNEED	SAMSUNG GALAXY S10e BLACK 128GB	352066103783556	904-759-5747	4GSmartphone	Verizon
THOMAS SMITH	SAMSUNG GALAXY S10e BLACK 128GB	352066103616723	904-813-3422	4GSmartphone	Verizon
TREVOR TANNER	SAMSUNG GALAXY S10e BLACK 128GB	352066103915794	904-588-8001	4GSmartphone	Verizon
WILLIAM EDGERTON	SAMSUNG GALAXY S10e BLACK 128GB	352066104552570	904-386-2261	4GSmartphone	Verizon
DONTORIE MITCHELL	SAMSUNG GALAXY S10e BLUE 128GB	354774101227074	904-760-9598	4GSmartphone	Verizon
GARY CRABTREE	SAMSUNG GALAXY S10e BLUE 128GB	354774101203661	904-524-5300	4GSmartphone	Verizon
MICHAEL LEDDY	SAMSUNG GALAXY S10e BLUE 128GB	354774101227009	904-855-6653	4GSmartphone	Verizon
RUBEN ARROYO	SAMSUNG GALAXY S10e BLUE 128GB	354774101238501	904-271-0705	4GSmartphone	Verizon
AILA LOYOLA	Samsung Galaxy S7 Black 32GB	359764084321288	904-510-0782	4GSmartphone	Verizon
AJAY RAO	Samsung Galaxy S7 Black 32GB	356354084187138	904-477-4282	4GSmartphone	Verizon
ALBERT SCOTT WITTLINGER	Samsung Galaxy S7 Black 32GB	356354084544726	904-759-7357	4GSmartphone	Verizon
ANDREW SPARKMAN	Samsung Galaxy S7 Black 32GB	356354083838301	904-553-2366	4GSmartphone	Verizon
ANDY KING	Samsung Galaxy S7 Black 32GB	356354084093468	904-403-4847	4GSmartphone	Verizon
BUCKMAN MAINT	Samsung Galaxy S7 Black 32GB	356354084708743	904-759-6120	4GSmartphone	Verizon
CAMERON KEYS	Samsung Galaxy S7 Black 32GB	359764084369667	904-885-0639	4GSmartphone	Verizon
DALE WILES	Samsung Galaxy S7 Black 32GB	356354084689919	904-759-7514	4GSmartphone	Verizon
DANIEL JACKSON	Samsung Galaxy S7 Black 32GB	356354083843806	904-553-6388	4GSmartphone	Verizon
DANIEL VIZCAINO	Samsung Galaxy S7 Black 32GB	356354084668012	904-349-8875	4GSmartphone	Verizon
DAVID BOUCHER	Samsung Galaxy S7 Black 32GB	359764084341716	904-866-8574	4GSmartphone	Verizon
DAVID VINING	Samsung Galaxy S7 Black 32GB	359764085026324	904-759-6364	4GSmartphone	Verizon
DENNIS LAMOUREUX	Samsung Galaxy S7 Black 32GB	356354084263582	904-237-8134	4GSmartphone	Verizon
DONALD SNYDER	Samsung Galaxy S7 Black 32GB	356354084648022	904-253-9273	4GSmartphone	Verizon
EDWARD CORDOVA	Samsung Galaxy S7 Black 32GB	359764085153391	904-424-0869	4GSmartphone	Verizon
FREDERICK WILLIAMS	Samsung Galaxy S7 Black 32GB	356354084498162	904-219-4162	4GSmartphone	Verizon
GREG GEIGER	Samsung Galaxy S7 Black 32GB	359764084393204	904-831-4086	4GSmartphone	Verizon
GREGG GRIFFIN	Samsung Galaxy S7 Black 32GB	356354084841924	904-885-0831	4GSmartphone	Verizon
HALLEY REIMAN	Samsung Galaxy S7 Black 32GB	356354084243014	904-874-0307	4GSmartphone	Verizon
HOWARD MULLIS	Samsung Galaxy S7 Black 32GB	356354084515593	904-254-1343	4GSmartphone	Verizon
JANESSA ROTHMAN	Samsung Galaxy S7 Black 32GB	359764084314960	904-510-3249	4GSmartphone	Verizon
JIMMIE FREDERICK	Samsung Galaxy S7 Black 32GB	359764084324571	904-510-0781	4GSmartphone	Verizon
JIMMY WILSON	Samsung Galaxy S7 Black 32GB	359764084782414	904-239-7818	4GSmartphone	Verizon
JONATHAN ANDREWS	Samsung Galaxy S7 Black 32GB	359764084954765	904-570-0593	4GSmartphone	Verizon
KATHERINE BIZUB	Samsung Galaxy S7 Black 32GB	359764085183729	904-476-9280	4GSmartphone	Verizon
LARRY CROCKER	Samsung Galaxy S7 Black 32GB	356354084712091	904-718-0778	4GSmartphone	Verizon
LAWRENCE COSTEA	Samsung Galaxy S7 Black 32GB	359764085171344	904-534-5325	4GSmartphone	Verizon
MARCOS ARAU	Samsung Galaxy S7 Black 32GB	356354084173930	904-625-3236	4GSmartphone	Verizon
MARION TOM KERNS	Samsung Galaxy S7 Black 32GB	356354083882440	904-334-7049	4GSmartphone	Verizon
MARON FLOYD	Samsung Galaxy S7 Black 32GB	356354084207183	904-524-6595	4GSmartphone	Verizon
MATTHEW FINE	Samsung Galaxy S7 Black 32GB	356354083837675	904-553-7267	4GSmartphone	Verizon
MICHAEL BRIGHTWOOD	Samsung Galaxy S7 Black 32GB	359764084368933	904-885-0118	4GSmartphone	Verizon
MIKE FOWLER	Samsung Galaxy S7 Black 32GB	359764084832995	904-528-7668	4GSmartphone	Verizon
NOEL MIXON	Samsung Galaxy S7 Black 32GB	356354084095091	904-334-7034	4GSmartphone	Verizon
PIRTLE WOODROW	Samsung Galaxy S7 Black 32GB	359764084492857	904-376-5077	4GSmartphone	Verizon
RICHARD HARGROVE SR	Samsung Galaxy S7 Black 32GB	356354084068304	904-813-3844	4GSmartphone	Verizon
RICK LEHMAN	Samsung Galaxy S7 Black 32GB	359764084529088	904-759-7537	4GSmartphone	Verizon
ROBERT SIMPSON	Samsung Galaxy S7 Black 32GB	359764084537800	904-568-8266	4GSmartphone	Verizon
RODERICK HARPER	Samsung Galaxy S7 Black 32GB	356354084716001	904-759-5560	4GSmartphone	Verizon
SCOTT LAFAVOR	Samsung Galaxy S7 Black 32GB	359764084398740	904-239-6407	4GSmartphone	Verizon
SHAWN DUNNING	Samsung Galaxy S7 Black 32GB	356354084546028	904-652-3033	4GSmartphone	Verizon
STEVEN GUNTER	Samsung Galaxy S7 Black 32GB	356354084671230	904-237-6391	4GSmartphone	Verizon
TIMOTHY BARNETT	Samsung Galaxy S7 Black 32GB	356354084265264	904-237-4409	4GSmartphone	Verizon
TIMOTHY BRADLEY	Samsung Galaxy S7 Black 32GB	359764084887593	904-362-1494	4GSmartphone	Verizon
WORKNEH TIKO	Samsung Galaxy S7 Black 32GB	356354084235572	904-362-0088	4GSmartphone	Verizon
WRIGHT MCKAY	Samsung Galaxy S7 Black 32GB	356354084485532	904-328-8872	4GSmartphone	Verizon
THEODRIC ARLINE	Samsung Galaxy S7 Gold 32GB	353450084248137	904-576-8222	4GSmartphone	Verizon
ABRAHAM ZOLTY	Samsung Galaxy S8 Black	359031084561507	904-874-0217	4GSmartphone	Verizon
ADAM MOODY	Samsung Galaxy S8 Black	359031085431817	904-517-2614	4GSmartphone	Verizon
ADAM BISHOP	Samsung Galaxy S8 Black	359032083262667	904-866-8186	4GSmartphone	Verizon
ALFRED MASTAR	Samsung Galaxy S8 Black	359032083253401	904-252-6190	4GSmartphone	Verizon
ALLEN PETERSON	Samsung Galaxy S8 Black	359032083571547	904-476-4588	4GSmartphone	Verizon
ANDREW DRAKE	Samsung Galaxy S8 Black	359032082868407	904-534-2721	4GSmartphone	Verizon
ANDREW DUKE	Samsung Galaxy S8 Black	359032082328899	904-580-2234	4GSmartphone	Verizon
ANDREW NEWCAW	Samsung Galaxy S8 Black	359031086912898	904-627-9738	4GSmartphone	Verizon
ANDREW HAWKINS	Samsung Galaxy S8 Black	359032081747834	904-831-2312	4GSmartphone	Verizon
ANDREW WATKINS	Samsung Galaxy S8 Black	359031084562471	904-510-7399	4GSmartphone	Verizon
ANDY YEAGER	Samsung Galaxy S8 Black	359032083260224	904-334-7045	4GSmartphone	Verizon
ANTHONY WILSON	Samsung Galaxy S8 Black	359031086469980	904-591-2994	4GSmartphone	Verizon
ANTHONY FEDDERLY	Samsung Galaxy S8 Black	359032083235929	904-476-1208	4GSmartphone	Verizon
AUSTIN POWELL	Samsung Galaxy S8 Black	359032081633299	904-252-8235	4GSmartphone	Verizon
AUSTIN STOKES	Samsung Galaxy S8 Black	359032083234773	904-718-9730	4GSmartphone	Verizon
BANNER STRICKLAND	Samsung Galaxy S8 Black	359032083255711	904-476-2510	4GSmartphone	Verizon
BARRETT CHRISTOPHER	Samsung Galaxy S8 Black	359031084780248	904-874-5994	4GSmartphone	Verizon
BEN BYRD	Samsung Galaxy S8 Black	359031086279264	904-510-6966	4GSmartphone	Verizon
BILL WRIGHT	Samsung Galaxy S8 Black	359032083240317	904-626-5393	4GSmartphone	Verizon
BILLY ROLAND JR	Samsung Galaxy S8 Black	359031084561499	904-568-3010	4GSmartphone	Verizon

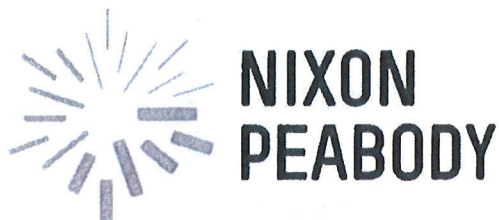
BOBBY CHANDLER	Samsung Galaxy S8 Black	359032082730193	904-627-9849	4GSmartphone	Verizon
BOHANAN LARRY	Samsung Galaxy S8 Black	359031084540394	904-570-2191	4GSmartphone	Verizon
BONNIE ANDERSON	Samsung Galaxy S8 Black	359031087353183	904-580-2111	4GSmartphone	Verizon
BOWDEN ANTOINE	Samsung Galaxy S8 Black	359031084534397	904-251-4359	4GSmartphone	Verizon
BRAD EMERSON	Samsung Galaxy S8 Black	359032083255539	904-234-2422	4GSmartphone	Verizon
BRADLEY BATTE	Samsung Galaxy S8 Black	359031085660639	904-510-2491	4GSmartphone	Verizon
BRETT MARCHANT	Samsung Galaxy S8 Black	359032083236430	904-300-5531	4GSmartphone	Verizon
BRIAN MIDKIFF	Samsung Galaxy S8 Black	359031086322064	904-562-8300	4GSmartphone	Verizon
BRIAN MILNER	Samsung Galaxy S8 Black	359032083252585	904-510-4571	4GSmartphone	Verizon
BRIAN GAINES	Samsung Galaxy S8 Black	359032083256529	904-654-9207	4GSmartphone	Verizon
BRIAN MCQUAID	Samsung Galaxy S8 Black	359032082967548	904-510-5519	4GSmartphone	Verizon
BRITNEY EZELL	Samsung Galaxy S8 Black	359032083420893	904-627-7675	4GSmartphone	Verizon
BRUCE PAPPY	Samsung Galaxy S8 Black	359032083258731	904-352-6069	4GSmartphone	Verizon
BRYAN WILLIAMS	Samsung Galaxy S8 Black	359031084548744	904-874-7054	4GSmartphone	Verizon
BYRON CARTER	Samsung Galaxy S8 Black	359031084837394	904-509-9607	4GSmartphone	Verizon
CAMERON FOSTER	Samsung Galaxy S8 Black	359032083257618	904-235-1440	4GSmartphone	Verizon
CARL SNIDER	Samsung Galaxy S8 Black	359032083258103	904-328-8339	4GSmartphone	Verizon
CARLILE CONNER	Samsung Galaxy S8 Black	359032083262642	904-515-8284	4GSmartphone	Verizon
CARLOS STEPHENS	Samsung Galaxy S8 Black	359031087151983	904-239-2623	4GSmartphone	Verizon
CARLOS SIMS	Samsung Galaxy S8 Black	359032083250886	904-805-2865	4GSmartphone	Verizon
CARY BRANNAN	Samsung Galaxy S8 Black	359031086541184	904-403-4831	4GSmartphone	Verizon
CATHERINE (CHRIS) LIMBAUGH	Samsung Galaxy S8 Black	359032081655813	904-591-4403	4GSmartphone	Verizon
CHARLES GEISENBURG	Samsung Galaxy S8 Black	359032083288324	904-424-8246	4GSmartphone	Verizon
CHARLES MAUGLE	Samsung Galaxy S8 Black	359031087204832	904-813-3331	4GSmartphone	Verizon
CHARLES MARCUS	Samsung Galaxy S8 Black	359031086539006	904-759-1280	4GSmartphone	Verizon
CHARLES DUGGER	Samsung Galaxy S8 Black	359031086585702	904-591-7348	4GSmartphone	Verizon
CHARLES DAVIS	Samsung Galaxy S8 Black	359031084622259	904-874-0651	4GSmartphone	Verizon
CHARLES (CHUCK) BEDWELL	Samsung Galaxy S8 Black	359031086097732	904-219-4759	4GSmartphone	Verizon
CHASE WILLIAM	Samsung Galaxy S8 Black	359031084808536	904-562-8637	4GSmartphone	Verizon
CHESTER VANCE SCOTT JR	Samsung Galaxy S8 Black	359031084517723	904-891-1541	4GSmartphone	Verizon
CHRIS LEE	Samsung Galaxy S8 Black	359031084485814	904-386-2211	4GSmartphone	Verizon
CHRIS REEDER	Samsung Galaxy S8 Black	359031086098300	904-759-9427	4GSmartphone	Verizon
CHRISTOPHER EDENFIELD	Samsung Galaxy S8 Black	359031085428219	904-813-3906	4GSmartphone	Verizon
CHRISTOPHER NECHVATAL	Samsung Galaxy S8 Black	359031084561077	904-874-9663	4GSmartphone	Verizon
CHRISTOPHER DEROMA	Samsung Galaxy S8 Black	359032082772963	904-451-0559	4GSmartphone	Verizon
CLARENCE HILLS	Samsung Galaxy S8 Black	359032083257030	904-219-5230	4GSmartphone	Verizon
CLIFFORD PADGETT	Samsung Galaxy S8 Black	359032083259432	904-376-5092	4GSmartphone	Verizon
CORY DREW	Samsung Galaxy S8 Black	359031084850272	904-229-6778	4GSmartphone	Verizon
CSABA KOZMA	Samsung Galaxy S8 Black	359032083247007	904-234-1315	4GSmartphone	Verizon
CURTIS PERRIN	Samsung Galaxy S8 Black	359031084794645	904-720-6625	4GSmartphone	Verizon
CYNTHIA SABEN	Samsung Galaxy S8 Black	359032081668238	904-470-0332	4GSmartphone	Verizon
DAMON FOSKEY	Samsung Galaxy S8 Black	359032083238196	904-328-8877	4GSmartphone	Verizon
DANIEL KENNISON	Samsung Galaxy S8 Black	359031085003939	904-801-9386	4GSmartphone	Verizon
DANIEL CLARK NICHOLS	Samsung Galaxy S8 Black	359032083236695	904-328-4095	4GSmartphone	Verizon
DARNELL NIXON	Samsung Galaxy S8 Black	359031085645812	904-654-9312	4GSmartphone	Verizon
DARRELL WINGATE	Samsung Galaxy S8 Black	359031085562868	904-510-5060	4GSmartphone	Verizon
DARRELL HONADIE	Samsung Galaxy S8 Black	359032082331604	904-334-7032	4GSmartphone	Verizon
DARREN ELLIS	Samsung Galaxy S8 Black	359031085678987	904-445-8917	4GSmartphone	Verizon
DARRYL PETERSON	Samsung Galaxy S8 Black	359032083054056	904-627-9877	4GSmartphone	Verizon
DAVID SESSIONS	Samsung Galaxy S8 Black	359032083237032	904-536-9984	4GSmartphone	Verizon
DAVID KOWALSKI	Samsung Galaxy S8 Black	359032083243907	904-759-1209	4GSmartphone	Verizon
DAVID NICHOLS	Samsung Galaxy S8 Black	359031085644963	904-334-7029	4GSmartphone	Verizon
DAVID BAKER	Samsung Galaxy S8 Black	359032082629114	904-755-7449	4GSmartphone	Verizon
DAVID WILLIAMS	Samsung Galaxy S8 Black	359031086874080	904-763-0070	4GSmartphone	Verizon
DAVID TEMPLE	Samsung Galaxy S8 Black	359032083238402	904-307-6410	4GSmartphone	Verizon
DAVID EARL PHILLIPS	Samsung Galaxy S8 Black	359032082050733	904-831-6063	4GSmartphone	Verizon
DENESE MURRIN	Samsung Galaxy S8 Black	359032083234542	904-759-6180	4GSmartphone	Verizon
DENVER WHITTAKER	Samsung Galaxy S8 Black	359031086075472	904-233-8207	4GSmartphone	Verizon
DERRICK MERRIWEATHER	Samsung Galaxy S8 Black	359032082268913	904-855-5253	4GSmartphone	Verizon
DESMOND DURRANT	Samsung Galaxy S8 Black	359032083258988	904-476-1483	4GSmartphone	Verizon
DEWEY HOGE	Samsung Galaxy S8 Black	359032083258566	904-813-3680	4GSmartphone	Verizon
DONALD KESTER	Samsung Galaxy S8 Black	359032083236463	904-545-7669	4GSmartphone	Verizon
DOUG ROLL	Samsung Galaxy S8 Black	359031085381921	904-328-4581	4GSmartphone	Verizon
DOYLE MANGUM	Samsung Galaxy S8 Black	359032083255679	904-237-7026	4GSmartphone	Verizon
DUSTIN DRAKE	Samsung Galaxy S8 Black	359031084836289	904-562-8866	4GSmartphone	Verizon
DUSTIN HOLLOWAY	Samsung Galaxy S8 Black	359032083326173	904-710-2928	4GSmartphone	Verizon
EARL DAVIES	Samsung Galaxy S8 Black	359031086467844	904-234-2560	4GSmartphone	Verizon
EDGAR ORTIZ	Samsung Galaxy S8 Black	359032083243717	904-773-3125	4GSmartphone	Verizon
EDWARD HAND	Samsung Galaxy S8 Black	359032083259127	904-719-0689	4GSmartphone	Verizon
ELMER RATLEY	Samsung Galaxy S8 Black	359032082730797	904-328-8876	4GSmartphone	Verizon
ENG SYS GREG TURNER TURNER	Samsung Galaxy S8 Black	359032083577676	904-574-2851	4GSmartphone	Verizon
ERIC COLLARI	Samsung Galaxy S8 Black	359031085344143	904-568-9323	4GSmartphone	Verizon
ERIC WHITEHEAD	Samsung Galaxy S8 Black	359032083259192	904-370-0315	4GSmartphone	Verizon
ERICK INGRAM	Samsung Galaxy S8 Black	359032082451923	904-591-7342	4GSmartphone	Verizon
ERIK WILBANKS	Samsung Galaxy S8 Black	359032083514224	904-463-4340	4GSmartphone	Verizon
FRANK HEATWOLE	Samsung Galaxy S8 Black	359032082899352	904-328-4286	4GSmartphone	Verizon
FREDDIE HATCHER	Samsung Galaxy S8 Black	359032082332008	904-366-9097	4GSmartphone	Verizon
FREDDIE TROTTER	Samsung Galaxy S8 Black	359032082772526	904-627-0880	4GSmartphone	Verizon
FREDERICK BARR	Samsung Galaxy S8 Black	359032083258525	904-545-1656	4GSmartphone	Verizon
GARY PERKINS	Samsung Galaxy S8 Black	359032083234997	904-416-6603	4GSmartphone	Verizon
GARY PATE	Samsung Galaxy S8 Black	359032082453788	904-838-3139	4GSmartphone	Verizon
GEORGE PUTMAN	Samsung Galaxy S8 Black	359032083243550	904-588-8002	4GSmartphone	Verizon
GEORGE PATRICK HENDERSON	Samsung Galaxy S8 Black	359031085971440	904-881-1455	4GSmartphone	Verizon
GILBERTO GARCIA	Samsung Galaxy S8 Black	359032082542895	904-451-7030	4GSmartphone	Verizon
GLENN (BUCK) BEVERLY	Samsung Galaxy S8 Black	359032082323635	904-234-3430	4GSmartphone	Verizon
GOMEZ SIXTO SIXTO	Samsung Galaxy S8 Black	359031084841370	904-426-8081	4GSmartphone	Verizon
GREG SELF	Samsung Galaxy S8 Black	359032082449174	904-528-0737	4GSmartphone	Verizon

GREG LYLES	Samsung Galaxy S8 Black	359031086026749	904-483-7637	4GSmartphone	Verizon
GREGORY SCOTT STEVENS	Samsung Galaxy S8 Black	359032083258145	904-424-7314	4GSmartphone	Verizon
HANK CLARK	Samsung Galaxy S8 Black	359032081997231	904-553-3376	4GSmartphone	Verizon
HAROLD PEEPLES	Samsung Galaxy S8 Black	359031085563874	904-226-2088	4GSmartphone	Verizon
HARRY (DANIEL) PEERY	Samsung Galaxy S8 Black	359032083308304	904-510-0613	4GSmartphone	Verizon
HOWARD TANNER	Samsung Galaxy S8 Black	359031084729211	904-537-0892	4GSmartphone	Verizon
HUGH WEST	Samsung Galaxy S8 Black	359032083420281	904-738-6264	4GSmartphone	Verizon
IAN SEAN LEAK	Samsung Galaxy S8 Black	359032082218256	904-855-5227	4GSmartphone	Verizon
JAMES KERIS	Samsung Galaxy S8 Black	359032081634511	904-510-0064	4GSmartphone	Verizon
JAMES MUSSELWHITE	Samsung Galaxy S8 Black	359032081517542	904-885-0385	4GSmartphone	Verizon
JAMES CASTOR	Samsung Galaxy S8 Black	359032083238410	904-219-9913	4GSmartphone	Verizon
JAMES JONES	Samsung Galaxy S8 Black	359032083259366	904-219-8700	4GSmartphone	Verizon
JAMES PREVATT	Samsung Galaxy S8 Black	359031087169100	904-742-2420	4GSmartphone	Verizon
JAMES CARNELL	Samsung Galaxy S8 Black	359031087107209	904-403-4839	4GSmartphone	Verizon
JAMES PHILLIPS	Samsung Galaxy S8 Black	359032083304600	904-510-0740	4GSmartphone	Verizon
JAMES HARVEY	Samsung Galaxy S8 Black	359031086764257	904-759-3191	4GSmartphone	Verizon
JAMES NANTZ	Samsung Galaxy S8 Black	359031084708363	904-482-2260	4GSmartphone	Verizon
JAMES HASPEL	Samsung Galaxy S8 Black	359032083235358	904-234-3224	4GSmartphone	Verizon
JAMES MATTHEW JONES	Samsung Galaxy S8 Black	359032083249755	904-254-1505	4GSmartphone	Verizon
JASON ALLEN CLARK	Samsung Galaxy S8 Black	359031087131423	904-719-3565	4GSmartphone	Verizon
JASON WOODLE	Samsung Galaxy S8 Black	359032083259085	904-508-1495	4GSmartphone	Verizon
JASON PLISKA	Samsung Galaxy S8 Black	359031087203982	904-362-1798	4GSmartphone	Verizon
JEFF MASSEY	Samsung Galaxy S8 Black	359031084860461	904-738-1242	4GSmartphone	Verizon
JEFF BALL	Samsung Galaxy S8 Black	359031085305748	904-881-1453	4GSmartphone	Verizon
JEFFREY DOWDY	Samsung Galaxy S8 Black	359031087052439	904-855-5261	4GSmartphone	Verizon
JEREMY JACKSON	Samsung Galaxy S8 Black	359031086582204	904-515-8560	4GSmartphone	Verizon
JEROME WETZEL	Samsung Galaxy S8 Black	359031087352771	904-580-2215	4GSmartphone	Verizon
JERRY HOBBS	Samsung Galaxy S8 Black	359031087166395	904-334-7031	4GSmartphone	Verizon
JERRY WRIGHT	Samsung Galaxy S8 Black	359032083171256	904-234-5405	4GSmartphone	Verizon
JERRY FULOP	Samsung Galaxy S8 Black	359032083321059	904-334-9041	4GSmartphone	Verizon
JESSE SCARBROUGH	Samsung Galaxy S8 Black	359032082541905	904-237-6358	4GSmartphone	Verizon
JIM LYON	Samsung Galaxy S8 Black	359031084583436	904-334-9008	4GSmartphone	Verizon
JIMMY PRICE	Samsung Galaxy S8 Black	359032083137463	904-591-7282	4GSmartphone	Verizon
JOEL KELLY	Samsung Galaxy S8 Black	359032083240630	904-416-6605	4GSmartphone	Verizon
JOHN POWELL	Samsung Galaxy S8 Black	359031086096445	904-568-2454	4GSmartphone	Verizon
JOHN JENQUINE	Samsung Galaxy S8 Black	359031085503615	904-424-9104	4GSmartphone	Verizon
JOHN HAVENER	Samsung Galaxy S8 Black	359032082581802	904-237-6018	4GSmartphone	Verizon
JOHN CRAWFORD	Samsung Galaxy S8 Black	359032083234567	904-328-4579	4GSmartphone	Verizon
JOHN STRENGTH	Samsung Galaxy S8 Black	359031086065572	904-416-6606	4GSmartphone	Verizon
JOHN BIRDSONG	Samsung Galaxy S8 Black	359032081695611	904-894-0540	4GSmartphone	Verizon
JOHNNY EARL RILEY	Samsung Galaxy S8 Black	359031085590299	904-219-6876	4GSmartphone	Verizon
JONES LEE	Samsung Galaxy S8 Black	359032083234930	904-328-8293	4GSmartphone	Verizon
JORDAN KESSLER	Samsung Galaxy S8 Black	359032083238980	904-234-7377	4GSmartphone	Verizon
JORDAN WEAVER	Samsung Galaxy S8 Black	359032083234633	904-576-1449	4GSmartphone	Verizon
JORGE GOLGAN	Samsung Galaxy S8 Black	359031086624907	904-239-8575	4GSmartphone	Verizon
JORGE LUIS MALDONADO	Samsung Galaxy S8 Black	359031084791302	904-237-9964	4GSmartphone	Verizon
JOSE JARMILLO	Samsung Galaxy S8 Black	359032083256115	904-239-0443	4GSmartphone	Verizon
JOSEPH HOWARD	Samsung Galaxy S8 Black	359032081736910	904-334-7042	4GSmartphone	Verizon
JOSEPH MURZYNSKI	Samsung Galaxy S8 Black	359031085371591	904-508-5608	4GSmartphone	Verizon
JOSEPH KNIGHT	Samsung Galaxy S8 Black	359031086735463	904-570-0090	4GSmartphone	Verizon
JOSEPH LEGGETT	Samsung Galaxy S8 Black	359032083053462	904-626-6583	4GSmartphone	Verizon
JOSEPH REHBERG	Samsung Galaxy S8 Black	359031084624842	904-903-0005	4GSmartphone	Verizon
JOSH HODGES	Samsung Galaxy S8 Black	359031084836263	904-874-6699	4GSmartphone	Verizon
JOSHUA DELOACH	Samsung Galaxy S8 Black	359031086780709	904-476-2859	4GSmartphone	Verizon
JOSHUA PRICE	Samsung Galaxy S8 Black	359032083250605	904-271-9643	4GSmartphone	Verizon
JOSHUA WW PLANT WILLIAMS	Samsung Galaxy S8 Black	359031087056265	904-855-5232	4GSmartphone	Verizon
KALEB SWEAT	Samsung Galaxy S8 Black	359032082302191	904-654-2181	4GSmartphone	Verizon
KASEY JONES	Samsung Galaxy S8 Black	359032082208968	904-855-5265	4GSmartphone	Verizon
KEITH SCHENK	Samsung Galaxy S8 Black	359031086013325	904-477-4717	4GSmartphone	Verizon
KEN ROBERTSON	Samsung Galaxy S8 Black	359032083256495	904-328-4298	4GSmartphone	Verizon
KEVIN DUNCAN	Samsung Galaxy S8 Black	359032083239566	904-497-8740	4GSmartphone	Verizon
KYLE HERREN	Samsung Galaxy S8 Black	359032082217662	904-855-5264	4GSmartphone	Verizon
LAKENYA BUTLER	Samsung Galaxy S8 Black	359031084963331	904-874-7096	4GSmartphone	Verizon
LARRY SPARKS	Samsung Galaxy S8 Black	359032083235374	904-403-4843	4GSmartphone	Verizon
LARRY STEPHENS	Samsung Galaxy S8 Black	359031087167906	904-654-2293	4GSmartphone	Verizon
LATROY BOYKIN	Samsung Galaxy S8 Black	359032083381491	904-237-2304	4GSmartphone	Verizon
LAURENCE BROWN	Samsung Galaxy S8 Black	359031084757899	904-376-5239	4GSmartphone	Verizon
LAURENCE LEACH	Samsung Galaxy S8 Black	359031084521147	904-874-7507	4GSmartphone	Verizon
LEE BRADLEY	Samsung Galaxy S8 Black	359032083238014	904-334-7035	4GSmartphone	Verizon
LINDA GAIL CRAWFORD	Samsung Galaxy S8 Black	359031084797549	904-219-2443	4GSmartphone	Verizon
LLOYD BURNS	Samsung Galaxy S8 Black	359032082329855	904-489-5434	4GSmartphone	Verizon
LUKE BYOUS	Samsung Galaxy S8 Black	359031085005363	904-710-6843	4GSmartphone	Verizon
LUKE CULBREATH	Samsung Galaxy S8 Black	359031084548678	904-874-4362	4GSmartphone	Verizon
MARC NELSON	Samsung Galaxy S8 Black	359032083245118	904-759-8303	4GSmartphone	Verizon
MARK MARTIN	Samsung Galaxy S8 Black	359031086368018	904-515-8483	4GSmartphone	Verizon
MARK KING	Samsung Galaxy S8 Black	359031084717455	904-874-7270	4GSmartphone	Verizon
MARTY WALTON	Samsung Galaxy S8 Black	359032081507741	904-719-1685	4GSmartphone	Verizon
MATTHEW MAYES	Samsung Galaxy S8 Black	359032083301762	904-576-9394	4GSmartphone	Verizon
MATTHEW SUMMERS	Samsung Galaxy S8 Black	359032083420711	904-510-5400	4GSmartphone	Verizon
MICHAEL LEDDY	Samsung Galaxy S8 Black	359032083238600	904-219-5225	4GSmartphone	Verizon
MICHAEL ENDRESS	Samsung Galaxy S8 Black	359032082199753	904-855-5211	4GSmartphone	Verizon
MICHAEL BRIDGES	Samsung Galaxy S8 Black	359032083420471	904-568-8086	4GSmartphone	Verizon
MICHAEL YOUNG	Samsung Galaxy S8 Black	359031086447242	904-253-0507	4GSmartphone	Verizon
MICHAEL WYNN	Samsung Galaxy S8 Black	359031084536749	904-874-0488	4GSmartphone	Verizon
MICHAEL LOY MCDONALD	Samsung Galaxy S8 Black	359032083257212	904-424-6080	4GSmartphone	Verizon
MIKE SALVAGNO	Samsung Galaxy S8 Black	359031085414789	904-535-9405	4GSmartphone	Verizon
MIKE ALTMAN	Samsung Galaxy S8 Black	359032083255877	904-219-6658	4GSmartphone	Verizon

NATHAN SCRIVNER	Samsung Galaxy S8 Black	359032083255208	904-352-9974	4GSmartphone	Verizon
NICHOLAS STAFFORD	Samsung Galaxy S8 Black	359032083243378	904-710-0553	4GSmartphone	Verizon
NICK OLIVER	Samsung Galaxy S8 Black	359032082770041	904-497-2077	4GSmartphone	Verizon
OPIE COLLEY	Samsung Galaxy S8 Black	359031084963166	904-545-7931	4GSmartphone	Verizon
OSCAR LUKO	Samsung Galaxy S8 Black	359032083250464	904-254-7505	4GSmartphone	Verizon
PATRICK HARWOOD	Samsung Galaxy S8 Black	359032083238360	904-545-5509	4GSmartphone	Verizon
PAUL PHILLIPS	Samsung Galaxy S8 Black	359032083259648	904-588-4963	4GSmartphone	Verizon
PAUL ULBRICHT	Samsung Galaxy S8 Black	359032083238667	904-445-1548	4GSmartphone	Verizon
PAUL ALEXANDER	Samsung Galaxy S8 Black	359032083255364	904-627-6234	4GSmartphone	Verizon
PAUL LEACH	Samsung Galaxy S8 Black	359032083239962	904-545-5226	4GSmartphone	Verizon
PAUL BODENSTIEN	Samsung Galaxy S8 Black	359032082452715	904-304-0272	4GSmartphone	Verizon
PHILIP DONALDSON	Samsung Galaxy S8 Black	359032083239285	904-982-5528	4GSmartphone	Verizon
PHILLIP WILLIAMS	Samsung Galaxy S8 Black	359031086886142	904-903-1450	4GSmartphone	Verizon
PHILLIP DAVIS	Samsung Galaxy S8 Black	359031087134195	904-239-1727	4GSmartphone	Verizon
POLAND PETER	Samsung Galaxy S8 Black	359031086768118	904-376-5093	4GSmartphone	Verizon
RANDALL HOLLAND BRAMLITT	Samsung Galaxy S8 Black	359032083250324	904-738-2090	4GSmartphone	Verizon
RANDALL S SMITH	Samsung Galaxy S8 Black	359031087101731	904-574-7907	4GSmartphone	Verizon
RANDALL W BARLOW	Samsung Galaxy S8 Black	359032083236216	904-382-6603	4GSmartphone	Verizon
RANDY BRADDOCK	Samsung Galaxy S8 Black	359031086780675	904-510-3051	4GSmartphone	Verizon
RAY MANANSALA	Samsung Galaxy S8 Black	359031087154862	904-383-9260	4GSmartphone	Verizon
REUBEN ALEXANDER	Samsung Galaxy S8 Black	359031085666305	904-510-1510	4GSmartphone	Verizon
RICH BASFORD	Samsung Galaxy S8 Black	359031087391019	904-483-7276	4GSmartphone	Verizon
RICHARD DUDLEY	Samsung Galaxy S8 Black	359032083249987	904-424-9218	4GSmartphone	Verizon
RICHARD COLLINS	Samsung Galaxy S8 Black	359032083505727	904-866-8204	4GSmartphone	Verizon
RICHARD KELLOGG	Samsung Galaxy S8 Black	359032082113721	904-568-9642	4GSmartphone	Verizon
RICHARD WAYNE ERB	Samsung Galaxy S8 Black	359031086368448	904-524-4454	4GSmartphone	Verizon
ROBBY FARRELL MCKINNEY	Samsung Galaxy S8 Black	359032082449125	904-362-7673	4GSmartphone	Verizon
ROBERT KNOPRE	Samsung Galaxy S8 Black	359031085692798	904-510-2592	4GSmartphone	Verizon
ROBERT SPARKS	Samsung Galaxy S8 Black	359032082924077	904-328-4289	4GSmartphone	Verizon
ROBERT CLARKE	Samsung Galaxy S8 Black	359032083245365	904-719-0026	4GSmartphone	Verizon
ROBERT HESS	Samsung Galaxy S8 Black	359031085165209	904-271-9771	4GSmartphone	Verizon
ROBERT WASHINGTON	Samsung Galaxy S8 Black	359031084561721	904-742-6944	4GSmartphone	Verizon
ROBERT CLELAND	Samsung Galaxy S8 Black	359032082335001	904-568-3090	4GSmartphone	Verizon
ROBERT RIGGS	Samsung Galaxy S8 Black	359032082983404	904-813-5025	4GSmartphone	Verizon
ROBERT MCMANAWAY	Samsung Galaxy S8 Black	359032083237669	904-237-7234	4GSmartphone	Verizon
ROBERT SIMMONS	Samsung Galaxy S8 Black	359032083505198	904-622-8599	4GSmartphone	Verizon
ROBERT ROBBIE PLATT	Samsung Galaxy S8 Black	359032082003773	904-465-2181	4GSmartphone	Verizon
ROBIN KAROLY	Samsung Galaxy S8 Black	359032083240390	904-719-1005	4GSmartphone	Verizon
RONALD BEASLEY	Samsung Galaxy S8 Black	359031085509430	904-759-2924	4GSmartphone	Verizon
RONALD RON STANLEY	Samsung Galaxy S8 Black	359031084557240	904-570-7268	4GSmartphone	Verizon
RYAN COHEE	Samsung Galaxy S8 Black	359031086611458	904-874-0407	4GSmartphone	Verizon
RYAN WEEKS	Samsung Galaxy S8 Black	359032082665621	904-894-0516	4GSmartphone	Verizon
SAMUEL RAMIREZ	Samsung Galaxy S8 Black	359031087291755	904-306-6000	4GSmartphone	Verizon
SAMUEL MAXWELL	Samsung Galaxy S8 Black	359031086979863	904-510-0300	4GSmartphone	Verizon
SAMUEL HOWARD	Samsung Galaxy S8 Black	359032083255968	904-718-4951	4GSmartphone	Verizon
SANDRA LEWIS HUGHES	Samsung Galaxy S8 Black	359031087275378	904-627-9909	4GSmartphone	Verizon
SCOTT DYKHUIS	Samsung Galaxy S8 Black	359032083488056	904-654-2800	4GSmartphone	Verizon
SEAN THIEN	Samsung Galaxy S8 Black	359031085503607	904-252-9745	4GSmartphone	Verizon
SHANE BARBER	Samsung Galaxy S8 Black	359031086385640	904-253-0725	4GSmartphone	Verizon
SHANELLE BRACY	Samsung Galaxy S8 Black	359031087379337	904-574-1698	4GSmartphone	Verizon
SHAWN WOOLERY	Samsung Galaxy S8 Black	359031084589631	904-403-4859	4GSmartphone	Verizon
SIDNEY CALLOWAY	Samsung Galaxy S8 Black	359031087156370	904-445-8865	4GSmartphone	Verizon
STANLEY PAUL CHING	Samsung Galaxy S8 Black	359032083260737	904-219-8568	4GSmartphone	Verizon
STEPHEN HARGIS	Samsung Galaxy S8 Black	359032083244483	904-866-8221	4GSmartphone	Verizon
STEPHEN CRAVEY	Samsung Galaxy S8 Black	359032082893157	904-813-1116	4GSmartphone	Verizon
STEPHEN AUSTIN KILPATRICK	Samsung Galaxy S8 Black	359032083034157	904-416-6944	4GSmartphone	Verizon
STEVE FELCHER	Samsung Galaxy S8 Black	359032083245472	904-334-9015	4GSmartphone	Verizon
STEVE MILLER	Samsung Galaxy S8 Black	359031085433987	904-759-3151	4GSmartphone	Verizon
STEVE BELANGER	Samsung Galaxy S8 Black	359032083624619	904-446-0303	4GSmartphone	Verizon
STEVEN GRAYSON	Samsung Galaxy S8 Black	359032081701252	904-885-0434	4GSmartphone	Verizon
STEVEN THOMPSON	Samsung Galaxy S8 Black	359031086711712	904-588-4322	4GSmartphone	Verizon
TERRY VERMALEN	Samsung Galaxy S8 Black	359031085064485	904-874-0003	4GSmartphone	Verizon
TERRY DUNCAN	Samsung Galaxy S8 Black	359032083257048	904-328-4580	4GSmartphone	Verizon
TERRY CHAPPELEAR	Samsung Galaxy S8 Black	359032083244913	904-759-7859	4GSmartphone	Verizon
THOMAS BRYAN	Samsung Galaxy S8 Black	359031084547548	904-742-6461	4GSmartphone	Verizon
THOMAS HOLSINGER	Samsung Galaxy S8 Black	359032083260026	904-575-1296	4GSmartphone	Verizon
THOMAS WATKINS	Samsung Galaxy S8 Black	359032082937087	904-718-6813	4GSmartphone	Verizon
TIM HARTSON	Samsung Galaxy S8 Black	359032081515199	904-416-5168	4GSmartphone	Verizon
TIM BOMGARDNER	Samsung Galaxy S8 Black	359031087238764	904-403-4317	4GSmartphone	Verizon
TIM WING	Samsung Galaxy S8 Black	359031086006113	904-252-9207	4GSmartphone	Verizon
TIM MEYERS	Samsung Galaxy S8 Black	359031085558346	904-759-3843	4GSmartphone	Verizon
TIM KONOPKA	Samsung Galaxy S8 Black	359031087050755	904-226-2449	4GSmartphone	Verizon
TODD JOHNSON	Samsung Galaxy S8 Black	359031084561390	904-568-0803	4GSmartphone	Verizon
TOM CUNNINGHAM	Samsung Galaxy S8 Black	359032083237313	904-482-2841	4GSmartphone	Verizon
TOMMY MORGAN	Samsung Galaxy S8 Black	359032083121541	904-575-0163	4GSmartphone	Verizon
TOMMY BELLFLOWER	Samsung Galaxy S8 Black	359032083259895	904-237-6576	4GSmartphone	Verizon
TONY HICKOX	Samsung Galaxy S8 Black	359032083256743	904-424-9275	4GSmartphone	Verizon
TORY IVY	Samsung Galaxy S8 Black	359032083237396	904-719-0713	4GSmartphone	Verizon
TRAVIS STRATMANN	Samsung Galaxy S8 Black	359031084716838	904-720-6626	4GSmartphone	Verizon
TYLER WRIGHT	Samsung Galaxy S8 Black	359031084562406	904-451-9901	4GSmartphone	Verizon
TYLER SMITH	Samsung Galaxy S8 Black	359032083240309	904-759-9376	4GSmartphone	Verizon
VINCENT PEARSON	Samsung Galaxy S8 Black	359031086648807	904-200-1506	4GSmartphone	Verizon
VINSON BROWN	Samsung Galaxy S8 Black	359031084801325	904-874-6267	4GSmartphone	Verizon
WAYNE FULLER	Samsung Galaxy S8 Black	359031084858291	904-219-4080	4GSmartphone	Verizon
WAYNE PARKS	Samsung Galaxy S8 Black	359032082453267	904-219-8251	4GSmartphone	Verizon
WES RODEN	Samsung Galaxy S8 Black	359032083246454	904-254-3208	4GSmartphone	Verizon
WESLEY PADGETT	Samsung Galaxy S8 Black	359031084734690	904-832-3139	4GSmartphone	Verizon

WILLIAM KORTRIGHT	Samsung Galaxy S8 Black	359031086082494	904-568-5559	4GSmartphone	Verizon
ARLINE JOHNNY	Samsung Galaxy S8 Orchid Gray	359033080389875	904-874-5130	4GSmartphone	Verizon
BARBER PAUL	Samsung Galaxy S8 Orchid Gray	359033080386921	904-874-5897	4GSmartphone	Verizon
BRIAN FUNCHES	Samsung Galaxy S8 Orchid Gray	359033080394651	904-891-4195	4GSmartphone	Verizon
CHRIS GILL	Samsung Galaxy S8 Orchid Gray	359033080461377	904-339-3768	4GSmartphone	Verizon
CHRISTOPHER SANDERS	Samsung Galaxy S8 Orchid Gray	357669081286594	904-306-6039	4GSmartphone	Verizon
GRAHAM PHILLIP	Samsung Galaxy S8 Orchid Gray	359033080386954	904-874-7155	4GSmartphone	Verizon
JACK HENSON	Samsung Galaxy S8 Orchid Gray	359033080390642	904-891-4703	4GSmartphone	Verizon
JAMES CRAFT	Samsung Galaxy S8 Orchid Gray	359033080394610	904-874-9612	4GSmartphone	Verizon
JASON WITTKOPP	Samsung Galaxy S8 Orchid Gray	359033080403783	904-813-1189	4GSmartphone	Verizon
JEROME MINCEY	Samsung Galaxy S8 Orchid Gray	359033080394602	904-891-7285	4GSmartphone	Verizon
JONATHAN DAILEY	Samsung Galaxy S8 Orchid Gray	359033080390394	904-874-3049	4GSmartphone	Verizon
JONATHON CRAWFORD	Samsung Galaxy S8 Orchid Gray	357669081341621	904-465-0205	4GSmartphone	Verizon
JONES BRYAN	Samsung Galaxy S8 Orchid Gray	359033080421751	904-874-6745	4GSmartphone	Verizon
JORDAN EVERS	Samsung Galaxy S8 Orchid Gray	359033080394644	904-568-9612	4GSmartphone	Verizon
KELLY COX	Samsung Galaxy S8 Orchid Gray	357669081351661	904-626-5934	4GSmartphone	Verizon
KENNETH SWEAT	Samsung Galaxy S8 Orchid Gray	359033080390311	904-742-4701	4GSmartphone	Verizon
KEVIN PAMPLIN	Samsung Galaxy S8 Orchid Gray	359033080399940	904-891-8532	4GSmartphone	Verizon
KYLE CREWS	Samsung Galaxy S8 Orchid Gray	359033080393612	904-874-4686	4GSmartphone	Verizon
LAURA IRVING	Samsung Galaxy S8 Orchid Gray	357669081342082	904-576-1219	4GSmartphone	Verizon
LAWRENCE BROWN	Samsung Galaxy S8 Orchid Gray	359033080387143	904-874-6777	4GSmartphone	Verizon
MICHAEL S SMITH	Samsung Galaxy S8 Orchid Gray	359033080387622	904-891-1540	4GSmartphone	Verizon
PETER MASTERSON	Samsung Galaxy S8 Orchid Gray	359033080387184	904-535-4881	4GSmartphone	Verizon
ROBERT HILLIS	Samsung Galaxy S8 Orchid Gray	359033080391400	904-891-4732	4GSmartphone	Verizon
SARAH FOLEY	Samsung Galaxy S8 Orchid Gray	359033080419458	904-891-4021	4GSmartphone	Verizon
SHELDON SPENCE	Samsung Galaxy S8 Orchid Gray	359033080425497	904-891-0279	4GSmartphone	Verizon
TIMOTHY NOBLES	Samsung Galaxy S8 Orchid Gray	357669081347214	904-497-3517	4GSmartphone	Verizon
TRAVIS GERHART	Samsung Galaxy S8 Orchid Gray	357669081347982	904-437-6080	4GSmartphone	Verizon
WALTER STALLWORTH	Samsung Galaxy S8 Orchid Gray	359033080391186	904-891-7906	4GSmartphone	Verizon
WILLIAM BREADON	Samsung Galaxy S8 Orchid Gray	359033080425596	904-545-7810	4GSmartphone	Verizon
WILLIAM HEAD	Samsung Galaxy S8 Orchid Gray	359033080390246	904-451-9814	4GSmartphone	Verizon
ZACHARY LYLE ROSE	Samsung Galaxy S8 Orchid Gray	357669081342207	904-239-0742	4GSmartphone	Verizon
AMY DESCHLER	Samsung Galaxy S9 Midnight Black	352410094317489	904-483-7634	4GSmartphone	Verizon
ANGELA DUBOSE	Samsung Galaxy S9 Midnight Black	353305096076126	904-710-0459	4GSmartphone	Verizon
ANGELO KING	Samsung Galaxy S9 Midnight Black	353305098670827	904-545-8301	4GSmartphone	Verizon
ANTHONY ROBINSON	Samsung Galaxy S9 Midnight Black	353305097878454	904-510-7078	4GSmartphone	Verizon
ANTHONY RHODE	Samsung Galaxy S9 Midnight Black	352410094145963	904-510-0364	4GSmartphone	Verizon
ASHLEY BORNESHEUER SMITH	Samsung Galaxy S9 Midnight Black	353305097818195	904-778-5090	4GSmartphone	Verizon
BRETT KELSAY	Samsung Galaxy S9 Midnight Black	353305097921924	904-252-9779	4GSmartphone	Verizon
BRIAN BERGMAN	Samsung Galaxy S9 Midnight Black	353305097821678	904-652-9414	4GSmartphone	Verizon
BRIAN CRAWFORD	Samsung Galaxy S9 Midnight Black	352410094337263	904-813-3338	4GSmartphone	Verizon
BRYAN HALL	Samsung Galaxy S9 Midnight Black	353305095319485	904-755-1038	4GSmartphone	Verizon
CHARLES RICHARDSON	Samsung Galaxy S9 Midnight Black	353305098673276	904-477-7190	4GSmartphone	Verizon
CHARLES MAQUIRE	Samsung Galaxy S9 Midnight Black	352410093951700	904-515-8412	4GSmartphone	Verizon
CHRIS SWIHART	Samsung Galaxy S9 Midnight Black	353305097961524	904-252-4635	4GSmartphone	Verizon
CHRIS RICHARDSON	Samsung Galaxy S9 Midnight Black	353305098666536	904-298-4532	4GSmartphone	Verizon
CHRISTOPHER CATRETT	Samsung Galaxy S9 Midnight Black	353305097947598	904-510-2855	4GSmartphone	Verizon
CHUCK MARTIN	Samsung Galaxy S9 Midnight Black	352410094267924	904-759-3689	4GSmartphone	Verizon
CLAYTON COX	Samsung Galaxy S9 Midnight Black	353305097821777	904-719-1313	4GSmartphone	Verizon
CRYSTAL RICKETTS	Samsung Galaxy S9 Midnight Black	353305098172956	904-576-0701	4GSmartphone	Verizon
DALLAS PAPPY	Samsung Galaxy S9 Midnight Black	353305098672856	904-352-6072	4GSmartphone	Verizon
DARIUS BATES	Samsung Galaxy S9 Midnight Black	353305097825729	904-386-8543	4GSmartphone	Verizon
DARRYL ADDY	Samsung Galaxy S9 Midnight Black	352410094440265	904-874-9424	4GSmartphone	Verizon
DARRYL JORDAN	Samsung Galaxy S9 Midnight Black	353305097165357	904-403-4840	4GSmartphone	Verizon
DAVID BLANTON	Samsung Galaxy S9 Midnight Black	353305098672302	904-229-9343	4GSmartphone	Verizon
EDWARD BOOZE	Samsung Galaxy S9 Midnight Black	353305096252180	904-742-8560	4GSmartphone	Verizon
EDWARD WOODRUFF	Samsung Galaxy S9 Midnight Black	352410094148454	904-219-6964	4GSmartphone	Verizon
ENDIA CANNON	Samsung Galaxy S9 Midnight Black	352410094315459	904-564-0606	4GSmartphone	Verizon
FREEMAN FREEMAN	Samsung Galaxy S9 Midnight Black	353305097946830	904-874-6222	4GSmartphone	Verizon
FRENCH MELNIK	Samsung Galaxy S9 Midnight Black	353305097975623	904-627-9871	4GSmartphone	Verizon
GARY GILLIS	Samsung Galaxy S9 Midnight Black	352410094141137	904-866-8188	4GSmartphone	Verizon
GEORGE EASON	Samsung Galaxy S9 Midnight Black	353305096252495	904-742-3670	4GSmartphone	Verizon
GERALD MCNARNAY	Samsung Galaxy S9 Midnight Black	353305098671601	904-662-0687	4GSmartphone	Verizon
GLENN DAVIS	Samsung Galaxy S9 Midnight Black	353305096816794	904-591-4777	4GSmartphone	Verizon
HAILEY THOMAS KEITH	Samsung Galaxy S9 Midnight Black	353305098666114	904-626-5969	4GSmartphone	Verizon
JACKIE ASBERRY	Samsung Galaxy S9 Midnight Black	353305097960781	904-759-7393	4GSmartphone	Verizon
JAMES WINGATE	Samsung Galaxy S9 Midnight Black	353305098673227	904-219-6290	4GSmartphone	Verizon
JASON OLIVER	Samsung Galaxy S9 Midnight Black	353305098666064	904-855-6767	4GSmartphone	Verizon
JASON HANIFEE	Samsung Galaxy S9 Midnight Black	353305098673870	904-855-9130	4GSmartphone	Verizon
JAVON COATES	Samsung Galaxy S9 Midnight Black	353305098671759	904-477-1676	4GSmartphone	Verizon
JAY MANNING	Samsung Galaxy S9 Midnight Black	353305097910182	904-763-4565	4GSmartphone	Verizon
JEREMY SCAFF SCAFF	Samsung Galaxy S9 Midnight Black	353305098489244	904-798-0069	4GSmartphone	Verizon
JINDRICH KOROUS	Samsung Galaxy S9 Midnight Black	352410094440414	904-254-5970	4GSmartphone	Verizon
JOE TEAGUE	Samsung Galaxy S9 Midnight Black	353305098112267	904-382-7049	4GSmartphone	Verizon
JOHN PARRISH	Samsung Galaxy S9 Midnight Black	352410094318263	904-575-1125	4GSmartphone	Verizon
JONTE WILLIAMS	Samsung Galaxy S9 Midnight Black	353305096818725	904-718-3155	4GSmartphone	Verizon
JORDAN STOLTE	Samsung Galaxy S9 Midnight Black	352410094320327	904-564-0602	4GSmartphone	Verizon
JOSEF SCHEEL	Samsung Galaxy S9 Midnight Black	353305098673938	904-562-0919	4GSmartphone	Verizon
JOSEPH SHAUGHNESSY	Samsung Galaxy S9 Midnight Black	353305097779488	904-862-8482	4GSmartphone	Verizon
JUSTIN EVANS	Samsung Galaxy S9 Midnight Black	353305097876847	904-719-0333	4GSmartphone	Verizon
KENNETH PERKINS 6136	Samsung Galaxy S9 Midnight Black	353305098196013	904-465-1318	4GSmartphone	Verizon
KENNETH LOCKWOOD	Samsung Galaxy S9 Midnight Black	353305098666098	904-403-4842	4GSmartphone	Verizon
KENNETH DEJONG	Samsung Galaxy S9 Midnight Black	353305098470327	904-576-1728	4GSmartphone	Verizon
KYLE PADGETT	Samsung Galaxy S9 Midnight Black	353305095317844	904-483-7549	4GSmartphone	Verizon
LAWRENCE BURGESS	Samsung Galaxy S9 Midnight Black	353305097962522	904-487-3455	4GSmartphone	Verizon
LLOYD LESLLA	Samsung Galaxy S9 Midnight Black	353305097667774	904-652-5952	4GSmartphone	Verizon
MALCOLM DAVIS	Samsung Galaxy S9 Midnight Black	353305097877092	904-759-8408	4GSmartphone	Verizon

MARK RALPH	Samsung Galaxy S9 Midnight Black	353305098670678	904-855-9361	4GSmartphone	Verizon
MARK PATTERSON	Samsung Galaxy S9 Midnight Black	353305097191593	904-580-0197	4GSmartphone	Verizon
MARK RESOS	Samsung Galaxy S9 Midnight Black	353305097874438	904-424-2921	4GSmartphone	Verizon
MATHEW CHESSER	Samsung Galaxy S9 Midnight Black	353305098666056	904-855-9317	4GSmartphone	Verizon
MATT STAFFORD	Samsung Galaxy S9 Midnight Black	353305096005539	904-627-6283	4GSmartphone	Verizon
MATTHEW STORY	Samsung Galaxy S9 Midnight Black	353305096297060	904-718-4431	4GSmartphone	Verizon
MATTHEW DANIEL POTE	Samsung Galaxy S9 Midnight Black	353305098517325	904-866-8210	4GSmartphone	Verizon
MICHAEL GRANT	Samsung Galaxy S9 Midnight Black	353305098672377	904-813-3956	4GSmartphone	Verizon
MICHAEL THOMAS	Samsung Galaxy S9 Midnight Black	352410094124125	904-403-4836	4GSmartphone	Verizon
MICHAEL HERTHEL	Samsung Galaxy S9 Midnight Black	353305097876821	904-575-1273	4GSmartphone	Verizon
MIKE TOMBERLIN	Samsung Galaxy S9 Midnight Black	353305097903302	904-253-9056	4GSmartphone	Verizon
PATRICK BANKS	Samsung Galaxy S9 Midnight Black	352410094244865	904-403-4837	4GSmartphone	Verizon
PAUL AVEDON	Samsung Galaxy S9 Midnight Black	353305098668680	904-472-3284	4GSmartphone	Verizon
PAUL ROBINSON	Samsung Galaxy S9 Midnight Black	353305098669035	904-476-2409	4GSmartphone	Verizon
PHIL MALTESE	Samsung Galaxy S9 Midnight Black	353305098669847	904-759-6144	4GSmartphone	Verizon
PIERSON DELCambre	Samsung Galaxy S9 Midnight Black	353305098671791	904-404-6750	4GSmartphone	Verizon
RAY CARTER	Samsung Galaxy S9 Midnight Black	353305096285149	904-742-0459	4GSmartphone	Verizon
RAYMOND LABRIE	Samsung Galaxy S9 Midnight Black	353305098256221	904-334-7040	4GSmartphone	Verizon
RICHARD HEALD	Samsung Galaxy S9 Midnight Black	353305098671478	904-885-0769	4GSmartphone	Verizon
RONALD NELSON	Samsung Galaxy S9 Midnight Black	352410094159089	904-568-1909	4GSmartphone	Verizon
SCOTT NORDENG	Samsung Galaxy S9 Midnight Black	352410094321309	904-416-6604	4GSmartphone	Verizon
SCOTT HOLSENBECK	Samsung Galaxy S9 Midnight Black	353305098673102	904-759-6538	4GSmartphone	Verizon
SHARON PILTZ	Samsung Galaxy S9 Midnight Black	352410094341984	904-667-9232	4GSmartphone	Verizon
SHAWN CARROLL	Samsung Galaxy S9 Midnight Black	353305096249061	904-334-7038	4GSmartphone	Verizon
STANFORD HARRITY	Samsung Galaxy S9 Midnight Black	353305097463455	904-229-6360	4GSmartphone	Verizon
TED DELAY	Samsung Galaxy S9 Midnight Black	353305097317156	904-323-7447	4GSmartphone	Verizon
THOMAS CARLESS	Samsung Galaxy S9 Midnight Black	353305097813543	904-763-4140	4GSmartphone	Verizon
TIM CHRISP	Samsung Galaxy S9 Midnight Black	353305098666106	904-508-5803	4GSmartphone	Verizon
TINA MARKS 10363	Samsung Galaxy S9 Midnight Black	353305098185388	904-576-0109	4GSmartphone	Verizon
TOM SAWYER	Samsung Galaxy S9 Midnight Black	353305096262254	904-510-2341	4GSmartphone	Verizon
TOMMY JONES	Samsung Galaxy S9 Midnight Black	352410094344954	904-759-6041	4GSmartphone	Verizon
VICTORIA OTTO	Samsung Galaxy S9 Midnight Black	353305096816497	904-465-7890	4GSmartphone	Verizon
WAYNE PARKS	Samsung Galaxy S9 Midnight Black	352410094354433	904-759-5042	4GSmartphone	Verizon
WES RODEN	Samsung Galaxy S9 Midnight Black	353305096264359	904-254-9842	4GSmartphone	Verizon
WILLIAM KLINE	Samsung Galaxy S9 Midnight Black	352410094441651	904-403-4845	4GSmartphone	Verizon
WILLIAM RICHARDSON	Samsung Galaxy S9 Midnight Black	352410094343204	904-386-6293	4GSmartphone	Verizon
WILLIAM TINDELL	Samsung Galaxy S9 Midnight Black	353305097737585	904-237-1692	4GSmartphone	Verizon
WILLIE RAY BOOTH	Samsung Galaxy S9 Midnight Black	353305097903385	904-627-9900	4GSmartphone	Verizon
ZACKARY WALDROUP	Samsung Galaxy S9 Midnight Black	353305098668904	904-855-9433	4GSmartphone	Verizon
KENNY WATSON	SAMSUNG NOTE 8 MIDNIGHT BLACK	358071084924868	904-591-2252	4GSmartphone	Verizon
STEVE TANNER	SAMSUNG NOTE 8 MIDNIGHT BLACK	357634090404984	904-509-3416	4GSmartphone	Verizon
PAUL PATTERSON	iPhone 7 Plus Black 128GB	355374085524395	904-517-2122	4GSmartphone-CE	Verizon
WESLEY RODEN	iPhone 7 Plus Black 32GB	353817082284977	904-349-7860	4GSmartphone-CE	Verizon
PAUL PATTERSON	IPHONE 8 PLUS SP GRY 256GB VZ	356116098059995	904-250-7290	4GSmartphone-CS	Verizon
WESLEY RODEN	IPHONE 11 BLACK 128GB VZ	356559101484132	904-710-3546	4GSmartphone-IN	Verizon
MICHAEL EATON	IPHONE 11 BLACK 64GB VZ	353978109016998	904-431-8414	4GSmartphone-IN	Verizon
ANTHONY BROEKEMA	IPHONE 11 GREEN 64GB SO	353968103502242	904-483-7630	4GSmartphone-IN	Verizon
JASON PEACOCK	IPHONE 11 PURPLE 64GB VZ	353984108000900	904-219-1424	4GSmartphone-IN	Verizon
RUSSELL PARKS	IPHONE 11 WHITE 64GB VZ	356561103757739	904-627-6796	4GSmartphone-IN	Verizon
LUCAS JEFFREY	IPHONE XR BLACK 64GB	357345091058477	904-626-5338	4GSmartphone-SU	Verizon
WESLEY RODEN	IPHONE XR BLACK 64GB	353072100017898	904-349-9072	4GSmartphone-SU	Verizon
BIO SOLID 1	DuraXVPlus by Kyocera	99000611500870	904-424-2130	BasicPhone	Verizon
BUCKMAN W MAINT	DuraXVPlus by Kyocera	99000422317432	904-669-0299	BasicPhone	Verizon
CHRIS PRUITT	DuraXVPlus by Kyocera	99000612076512	904-362-0000	BasicPhone	Verizon
CHRIS PRUITT5	DuraXVPlus by Kyocera	99000612076521	904-362-0416	BasicPhone	Verizon
CHRIS PRUITT	DuraXVPlus by Kyocera	99000612175783	904-362-0315	BasicPhone	Verizon
CHRIS PRUITT	DuraXVPlus by Kyocera	99000612174647	904-362-0311	BasicPhone	Verizon
DIST II OPS	DuraXVPlus by Kyocera	99000611503391	904-759-3572	BasicPhone	Verizon
MIKE DVOROZNAK	DuraXVPlus by Kyocera	99000611502963	904-798-0419	BasicPhone	Verizon
PROCESS CHEM LAB BGS	DuraXVPlus by Kyocera	99000422317710	904-328-4297	BasicPhone	Verizon
NGS PLANNER ON CALL	Kyocera DuraXV	99000421904833	904-510-5843	BasicPhone	Verizon
BIO SOLID 2	Samsung Convo 3	A0000048D9B534	904-361-8709	BasicPhone	Verizon
BSA NIGHT SHIFT	Samsung Convo 3	A0000048AD0C1	904-570-7674	BasicPhone	Verizon
COMMONWEALTH SERVICE CENTER	Samsung Convo 3	A0000048ABD016	904-252-8631	BasicPhone	Verizon
EUIPMENT OPERATOR	Samsung Convo 3	A0000048D9D124	904-570-7664	BasicPhone	Verizon
INVESTMENT RECOVERY2	Samsung Convo 3	A0000048E0DA4A	904-517-4141	BasicPhone	Verizon
MICHAEL DURRETT	Samsung Convo 3	A0000048AD4804	904-534-5833	BasicPhone	Verizon
OUTAGE MAINT 1	Samsung Convo 3	A0000048D9FC1B	904-518-1115	BasicPhone	Verizon
RICHARD LEHMAN	Samsung Convo 3	A0000048AD47AB	904-497-2159	BasicPhone	Verizon
SOUTHWEST WRF	Samsung Convo 3	A0000048D9B52A	904-759-1617	BasicPhone	Verizon
WWW DISPATCH#1	Samsung Convo 3	A0000048E0DA54	904-759-7993	BasicPhone	Verizon



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ATTORNEYS AT LAW

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JEA
21 West Church Street
14 FL.
Jacksonville, FL 32202



August 28, 2019

Invoice No. 10114853

Account: 059985

Terms: Due Upon Receipt

FOR PROFESSIONAL SERVICES RENDERED through July 31, 2019, including:

MATTER NO.: 000001

GENERAL – EMPLOYEE INCENTIVE PLANS

For Professional Fees:

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description of Services</u>
03/22/19	B. Rothchild	1.50	Discuss question requiring research on Florida statutes with J. Orfano (JEA) and with E. Columbo; review information regarding the question to be researched.
03/22/19	E. Columbo	1.30	Call with J Orfano and B Rothchild regarding payment of incentive based bonuses; Confer with D Deaton and B Rothchild; discuss research assignment with O. Mao.
03/24/19	B. Rothchild	1.50	Review research regarding Florida law question and communicate with E. Columbo and D. Deaton regarding question.
03/24/19	E. Columbo	2.00	Research regarding payment of incentive driven bonuses for employees. Confer with B Rothchild.
03/26/19	E. Columbo	1.50	Research on payment of bonuses under Florida law.
03/27/19	E. Columbo	2.00	Call with B Rothchild, R Wannemacher and J Orfano to discuss employee bonus programs. Research on Florida law matters.
03/28/19	B. Rothchild	1.30	Review Florida law issues regarding performance incentive plan for employees.
03/28/19	D. Deaton	1.10	Telephone calls with E. Columbo and B. Rothchild.
03/28/19	E. Columbo	1.50	Review State v JEA; call with D Deaton; review charter and code of ethics.
03/29/19	B. Rothchild	1.60	Discuss Florida law issues regarding performance incentive plan for employees with E. Columbo, D. Deaton and A. McMahon and review related documentation.
03/29/19	D. Deaton	1.30	Telephone call with E. Columbo and A. McMahon. Telephone call with B. Rothchild.

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description of Services</u>
03/29/19	E. Columbo	2.00	Call with B Rothchild, D Deaton and A McMahon to discuss Florida law on validation and public purpose. Additional research.
04/01/19	B. Rothchild	1.10	Review information regarding performance incentive bonuses.
04/02/19	B. Rothchild	0.80	Participate on call with E. Columbo and with J. Orfano and R. Wannemacher (JEA) regarding performance incentive plan; review related information.
04/02/19	D. Deaton	1.10	Participate in scheduled call. Telephone call with E. Columbo and B. Rothchild.
04/02/19	E. Columbo	2.00	Research on bond issuance authority; call with R. Wannemacher; Orfano D Deaton and B Rothchild.
04/11/19	B. Rothchild	0.70	Discuss Florida law assignment with E. Columbo and D. Song and review related information following discussion.
04/11/19	E. Columbo	0.80	Call with D Song and B Rothchild to discuss research assignment on employee bonuses and incentive payment plans.
04/12/19	B. Rothchild	0.30	Talk to B. Alcala regarding NP experience with performance incentive plans for employees.
04/12/19	D. Song	7.50	Research regarding bonuses for municipal employees in Florida for E. Columbo and B. Rothchild.
04/15/19	B. Rothchild	0.60	Discuss NP experience with employee performance incentive plans with D. Rosenthal and T. McCord and review related information.
04/15/19	D. Song	6.60	Research and draft memo regarding bonuses for municipal employees in Florida for E. Columbo and B. Rothchild.
04/16/19	B. Rothchild	0.80	Discuss current discussions and next steps with R. Wannemacher (JEA) regarding possible performance incentive plan; respond to D. Song questions regarding research being performed regarding performance incentive plan.
04/17/19	B. Rothchild	0.30	Review, information from D. Song regarding research relating to possible performance incentive plan to be put in place by JEA.
04/17/19	D. Song	10.20	Research and draft memo regarding employee incentive programs for municipal employees in Florida for E. Columbo and B. Rothchild.
04/18/19	B. Rothchild	0.60	Review performance incentive plan research information.
04/19/19	B. Rothchild	0.70	Review research information regarding long-term incentive plan.
04/22/19	D. Rosenthal	0.60	Telephone conference with clients regarding incentive arrangements. Confer with B. Rothchild and E. Columbo.
04/22/19	B. Rothchild	1.00	Discuss possible long-term performance incentive plan with E. Columbo, D. Rosenthal, T. McCord, R. Wannemacher, L. Rhode and H. Vinyard (JEA) and have follow-up discussion with E. Columbo and with D. Rosenthal and with R. Wannemacher and E. Columbo.
04/22/19	E. Columbo	0.60	Call with JEA, B. Rothchild, T. McCord and D. Rosenthal

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description of Services</u>
			to discuss incentive plans.
04/22/19	T. McCord	1.00	Prepare for and conference with H. Vineyard and R. Wannemacher. Provide information regarding potential retention incentive compensation alternatives.
05/12/19	B. Rothchild	0.40	Communicate with E. Columbo by providing notes regarding key points in memo being drafted for long term incentive plan.
05/13/19	B. Rothchild	2.00	Review City of Jacksonville statutes and related information regarding memo with respect to long-term incentive plan; communicate with E. Columbo regarding memo.
05/13/19	D. Deaton	0.50	Telephone call with E. Columbo.
05/13/19	E. Columbo	2.00	Review and revise memo in long-term incentive compensation program. Call with D. Deaton. Conference with B. Rothchild.
05/14/19	E. Columbo	3.50	Review and revise memo for long-term incentive compensation plan; call with B Rothchild; call with D Deaton.
05/15/19	B. Rothchild	2.20	Review draft long-term incentive plan memo, communicate with E. Columbo regarding general comments, review research materials, mark changes to memo.
05/15/19	D. Deaton	0.80	Conference calls with E. Columbo and B. Rothchild regarding memorandum.
05/15/19	E. Columbo	3.00	Review and revise memo on incentive bonus programs.
05/16/19	B. Rothchild	1.50	Review and provide comments to long-term employee incentive plan memo.
05/16/19	D. Deaton	5.40	Review and comment on memorandum. Telephone calls with JEA and B. Rothchild. Telephone call with R. Wannemacher. Telephone call with E. Columbo.
05/16/19	E. Columbo	3.00	Review and further revise memo on employee incentive plans under Florida law.
05/17/19	B. Rothchild	1.30	Review and provide comments to long-term incentive program memo.
05/17/19	D. Song	5.70	Review and format citations and footnotes in the research memo.
05/18/19	B. Rothchild	1.00	Review and provide comments to long-term incentive plan memo.
05/19/19	D. Deaton	1.20	Review of memorandum.
05/19/19	E. Columbo	1.50	Review comments to memo; emails with D Deaton and B Rothchild; review sources for memo.
05/20/19	B. Rothchild	0.60	Review and provide comments and sign-off on long-term incentive plan memo.
05/20/19	D. Deaton	0.90	Telephone call with E. Columbo and B. Rothchild.
05/20/19	E. Columbo	1.50	Revise memo; review comments from proofreader.
06/30/19	D. Deaton	1.40	Telephone call with E. Columbo and B. Rothchild. Telephone call with E. Columbo.

<u>Date</u>	<u>Timekeeper</u>	<u>Hours</u>	<u>Description of Services</u>
06/30/19	E. Columbo	3.50	Call with M Dykes, A Zahn and R Wannemacher. Call with D Deaton and B Rothchild, call with R Wannemacher. Review long term compensation plan.
07/01/19	B. Rothchild	3.30	Review proposed terms for employee benefit bonds; review memo from office of general counsel regarding compensation plans; review other documentation relating to possible issuance of bonds for purposes of employee benefits; discuss issues with E. Columbo and with D. Deaton.
07/01/19	E. Columbo	2.00	Call with H Vinyard, call with R Wannemacher and B Rothchild. Review memo from OGC; review memo from NP; research on conflicts of issue and validity of bonds. Call with D. Deaton and B Rothchild.
07/02/19	B. Rothchild	3.00	Review statutes and other research material regarding possible use of bonds for benefits plan for employees; discuss issues with E. Columbo and with R. Wannemacher (JEA).
07/02/19	D. Deaton	0.50	Telephone call with E. Columbo.
07/02/19	E. Columbo	3.70	Review statutes and other research material regarding the issuance of JEA Revenue bonds from the electric and the water and sewer system bonds to provide an additional benefit plan for employees; discuss issues with B Rothchild, D Deaton, B Flanagan, H. Vinyard and with R. Wannemacher (JEA).

TOTAL HOURS: 111.30

TOTAL FEES: \$54,800.00

TIMEKEEPER SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
<u>Partners</u>			
D. Rosenthal	625.00	0.60	375.00
B. Rothchild	500.00	28.10	14,050.00
D. Deaton	625.00	14.20	8,875.00
E. Columbo	625.00	37.40	23,375.00
T. McCord	625.00	1.00	625.00
Partners Totals		81.30	47,300.00
<u>Associates</u>			
D. Song	250.00	30.00	7,500.00
Total All Timekeepers:		111.30	\$54,800.00

TOTAL FOR MATTER -- GENERAL: \$54,800.00

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From: Columbo, Elizabeth <EColumbo@nixonpeabody.com>
Sent: Monday, May 20, 2019 11:19 AM
To: Wannemacher, Ryan F. - Chief Financial Officer; Vinyard, Herschel T. - Chief Administrative Officer
Cc: Deaton, Daniel; Rothchild, Barry (NYC)
Subject: JEA Memorandum Regarding Employee Incentive Programs (Final dated May 20, 2019) 4820-9203-1639 v.2
Attachments: JEA Memorandum Regarding Employee Incentive Programs (May 20, 2019) 4820-9203-1639 v.2.docx

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Ryan and Herschel,

Please see attached a draft of the memorandum on the long-term employee incentive program. We are still in process of having it proofread and citations checked which is why it is marked as a draft.

Please let us know if you have any questions.

Thanks,

Liz

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Elizabeth M. Columbo

Partner

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MEMORANDUM

Date: May 20, 2019
To: JEA
From: Elizabeth Columbo, Barry Rothchild and Daniel Deaton
Subject: Long-Term Employee Incentive Program

ISSUE

You have asked us to analyze whether JEA may create or establish a long-term employee incentive program (the “Program”) to pay a bonus or additional amounts to the employees of JEA over a period of one-to-three years if JEA were to achieve specific and mechanical financial metrics (such as an increase in the net asset value of JEA or an increase in the amount transferred annually to the City of Jacksonville). In addition, you have asked us, if JEA could create the Program, whether JEA could pay such additional amounts to the employees for such program in the form of a JEA bond that JEA would issue directly to the employee.

BRIEF ANSWER

We do not believe that the Program would be able to clear legal hurdles under Florida law. While JEA is authorized to adopt a program to award employees bonuses, and has done so as recently as fiscal year 2018, the specific features of the Program present challenges past JEA bonus programs do not. Our main concern is that JEA would be presented with an unresolvable dilemma between two legal restraints. First, JEA’s authorization to maintain an employee bonus program must be extended to all employees. Second, employees of JEA could influence financial and operating decisions of JEA could not participate in the Program as we read the conflicts of interest provisions of Florida law because they could impact the financial metrics being measured under the Program and would derive a direct financial benefit if the financial metrics were reached—which is the ostensible purpose of the Program. In addition, we have concerns regarding whether JEA would be able to establish a strong legislative record regarding the public purpose of the Program that could allow a court to conclude that the Program is in furtherance of a legitimate public purpose due to the narrowly focused objectives of the Program. While our analysis involved a general review of JEA’s charter, the City’s Charter, local and state laws and other available

sources, the attorneys involved in the preparation of this memorandum are not licensed to practice law in the State of Florida (the “State”) nor do we have or maintain an office in the State and if JEA would like to move forward in developing such a program, we believe it would be prudent for JEA to retain Florida counsel to provide additional analysis or further determinations regarding the issues we have raised in this memorandum.

DISCUSSION AND ANALYSIS

JEA is a municipal utility owned by the City of Jacksonville, Florida (the “City”). JEA was established as a body politic and corporate and was renamed as the current JEA through Article 21¹ of the City’s Charter² (“City’s Charter”). Article 21 of the City’s Charter serves as the charter for JEA (“JEA’s Charter,” together with the City’s Charter, the “Charters”). Although it is the intent of the article “to grant to JEA full power and right to exercise all authority necessary for the effective operation and conduct of JEA,” JEA’s power is nevertheless limited in accordance with City, State, and Federal laws^{3,4}.

JEA’s Authority to Create Incentive Program Plans or Bonus Schemes

JEA’s Charter was created for “the specific purpose . . . to repose in JEA all powers with respect to electric, water, sewer, natural gas and such other utilities which are now, in the future could be, or could have been but for this article, exercised by the City of Jacksonville⁵.” Acting as an extension of the City, JEA’s power is limited in the same way that the City’s would be. Accordingly, we must first look to the City’s Charter and ordinance code of the City to determine what powers, if any, the City and therefore JEA has to create an employee incentive program.

While the City’s Charter does not specifically authorize the creation of an employee incentive program, the City’s Municipal Ordinance Code (“Code”) does. The City’s Municipal Ordinance Code Title V, Chapter 116, Part 11, (the “Incentive Program Ordinance”) provides for the creation of “employee incentive programs, solely for the purpose of encouraging excellence in

¹ See Chapter 92-341, Special Acts, Laws of Florida; Establishing the JEA under the City’s charter.

² See Laws of Fla. Ch. 78-538, §1.

³ See City of Jacksonville, Florida, Municipal Code §21.05.

⁴ This memorandum does not address issues of Federal law that are applicable to employee incentive programs.

⁵ See *Id.* at 21.01.

public service⁶.” This section 116.1101, which appears under the Employees and Employee Benefits section of the Code, authorizes the establishment of employee incentive programs in accordance with the following conditions:

- (a) Such programs may include recognition of performance or achievement in the form of cash, plaques, trophies, clothing, food and nonalcoholic beverage, and other forms of tangible personal property.
- (b) Such programs shall be in accordance with applicable pay plan or collective bargaining agreement, or both; and
- (c) Such programs shall be subject to prior approval of (1) the applicable department or agency head and (2) the Mayor or, as to the Council and its staff, the Council President⁷.

Because the City’s power is self-executing under the Florida Constitution, the Incentive Program Ordinance’s authorization of the creation of employee incentive programs is clearly within the power of the City, and by extension, JEA. To satisfy the requirement of section 116.1101(c), an employee incentive program of JEA would be subject to the prior approval of the JEA Managing Director/CEO and the Mayor.⁸

While JEA is authorized under the Code to create employee incentive programs and expressly authorized to create employee suggestion plans⁹, the terms of any such program would be subject to applicable Florida law. Section 215.425, Florida Statutes, addresses the payment of extra compensation and bonuses for public employees. While section 215.425(1) generally prohibits the payment of any extra compensation to public employees after service has been rendered or the contract made, section 215.425(3) (the “Bonus Statute”) provides clear guidelines

⁶ See City of Jacksonville, Florida, Municipal Code §116.1101; regulations granting authority and governing the establishment of an employee incentive program.

⁷ See *Id.*

⁸ In addition to authorizing employee incentive programs, the City’s Municipal Ordinance Code Title V, Chapter 116, Part 10 (the “Employee Suggestion Plan Ordinance”) expressly provides for the creation by the Mayor of “a program of meritorious awards to employees who propose procedures or ideas which are adopted and which will result in eliminating or reducing City expenditures or improving operations or who, by their superior accomplishments, make exceptional contributions to the efficiency, economy or other improvement in the operations of City government.” The Employee Suggestion Plan Ordinance also specifies that all suggestions meriting an award shall be classified as having tangible or intangible value and that no award shall exceed \$1,000, except that the Council may approve a larger award in exceptional cases. We have not addressed the Employee Suggestion Plan Ordinance because it would not provide a legal basis for the implementation of the Program.

⁹ Section Fla. Stat. §116.1005 contains express authorization for JEA to create an employee suggestion plan for meritorious awards to employees of JEA who (a) propose procedures or ideas which are adopted and which will result in eliminating or reducing JEA’s expenditures or improving JEA’s operations or (b) by their superior accomplishments, make exceptional contributions to the efficiency, economy or other improvement in the operations of JEA.

for implementing a “bonus scheme¹⁰” for public agencies. The current version of the Bonus Statute, last amended in 2011, provides that:

- (3) Any policy, ordinance, rule, or resolution designed to implement a bonus scheme must:
 - (a) Base the award of a bonus on work performance;
 - (b) Describe the performance standards and evaluation process by which a bonus will be awarded;
 - (c) Notify all employees of the policy, ordinance, rule, or resolution before the beginning of the evaluation period on which a bonus will be based; and
 - (d) Consider all employees for the bonus¹¹.

As described above, under section 215.425(3), JEA clearly has the authority under Florida law to create an incentive program or bonus scheme for its employees provided that (1) all employees are considered for a bonus, (2) the award of the bonus is based on work performance and (3) the public agency describes the performance standards and evaluation process for which a bonus is awarded. As provided in section 116.1101 of the Code of the City, the award can take the form of “cash, plaques, trophies, clothing, food and nonalcoholic beverage, and other forms of tangible personal property.” Stocks and bonds are considered intangible personal property under Florida law and so JEA would not be able to issue its revenue bonds to the employee as payment of such award.¹²

Analysis of Application of Conflict of Interest Statutes to Program

Section 112.311(5) of the Florida Code of Ethics for Public Officers and Employees (ss. 112.311-112.3261, Florida Statutes) (the “State Ethics Code”) provides as follows:

It is hereby declared to be the policy of the state that no officer or employee of a state agency or of a county, city, or other political subdivision of the state, and no member of the Legislature or legislative employee, shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest.

Similarly, the City Charter in providing for the enactment of an ethics code that would apply to officers and employees of the City and its independent agencies, including JEA, reiterated

¹⁰ See Fla. Stat. §215.425(1) and (3); Section 3 was included through amendment in 2011 specifically to allow public agencies to administer bonus schemes for public employees, notwithstanding section 1 of the same.

¹¹ See Fla. Stat. §215.425(3)(2011).

¹² See Fla. Stat. §192.001(11)(b).

that “[t]he proper operation of responsible government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the best interests of the people, the community and the government; that public office not be used for personal gain, and that the public have confidence in the integrity of its government”¹³ and the City’s ethics code expressly makes the State Ethics Code applicable to officers and employees of the City and to JEA.¹⁴

To further reduce the likelihood or appearance of conflicts of interest, Section 112.311(3)(a), Florida Statutes, provides that “[n]o county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss” (emphasis added). Similarly, Section 112.311(4), Florida Statutes, provides that “[n]o appointed public officer shall participate in any matter which would inure to the officer’s special private gain or loss; which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained; or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer, without first disclosing the nature of his or her interest in the matter.”¹⁵

These state law provisions governing conflicts of interest would effectively prohibit any JEA employee from participating¹⁶ in any business transaction from which the JEA employee would personally benefit. To us, this strikes at the heart of the Program. The very nature of the Program is that employees of JEA will be incentivized to make financial and operating decisions that will increase specific financial goals. If implemented, the Program would vest any employee involved in or in a position to influence financial and operating decisions that could increase those financial goals with a concrete financial interest in the outcome of those decisions. This would make it very difficult for such an employee to demonstrate that their actions are in the public interest and not based on their own private interest. Past JEA bonus programs have not operated like this. Instead, the JEA Board retained the authority to award bonuses based on the totality of

¹³ See Charter of the City of Jacksonville, Part A §1.201.

¹⁴ See City of Jacksonville, Florida, Municipal Code §602.1203.

¹⁵ The City’s ethics code may also create some concerns in that it requires employees to perform their responsibilities “regardless of personal considerations.”

¹⁶ The term “participate” is defined in section 112.3143(4)(c), Florida Statutes, to mean “any attempt to influence the decision by oral or written communication, whether made by the officer or at the officer’s direction.”

numerous factors, many of which were not quantitative at all¹⁷. This creates space between the employee's compensation and the financial or operating decision. Under the Program, however, there would be no such space—in fact, that would be the entire purpose of the Program.

Tension between the Program and JEA's Public Purpose

In addition to our concerns above, we are also concerned that a court could call into question whether the narrow focus of the Program on a few financial metrics is in reasonable furtherance of JEA's public purpose. The authority of municipal governments to issue bonds and to make expenditures of public funds are required to be exercised in furtherance of a public purpose and the concept of public purpose is consistently used by courts in Florida and across the country to evaluate whether a particular expenditure is a "legitimate exercise of the people's power surrendered to the state".¹⁸ Most of the case law interpreting what constitutes a public purpose in Florida involves the validation of debt issued by a government entity and an examination of whether the state or local government is lending its credit to a private party in violation of Article VII, section 10 of the Florida state constitution.¹⁹ The courts in Florida have generally held that if a local government issues bonds where a pledge of public credit or taxing power is involved for a project that includes a private component, the bonds are validly issued only if the bond issuance serves a "paramount public purpose" and any benefits to a private party are merely incidental.²⁰ If it is a revenue bond financing and there is no lending of credit the courts have often found that it is enough to show only that an ordinary public purpose is served by the issuance of such bonds²¹, however this rule has not always been followed by the courts.²² The lack of a specific definition of public purpose and inconsistent analysis by the courts creates uncertainty as to whether the

¹⁷ JEA's Pay for Performance Program tracks five key metrics: (1) Customer Satisfaction; (2) Safety; (3) Cost per unit of Electricity delivered (Kwh); (4) Cost per unit of Water delivered (Kgal); and (5) Cost per unit of Wastewater collected (Kgal). See JEA Board Meeting Agenda Item Summary, October 24, 2018.

¹⁸ See Douglas J. Sale, Free Enterprise vs. Economic Incentives: The Evolution of the "Public Purpose" Fulcrum, Stetson Law Review, Vol. 46 482, at 483 (2017)

¹⁹ See Douglas J. Sale, Free Enterprise vs. Economic Incentives: The Evolution of the "Public Purpose" Fulcrum, Stetson Law Review, Vol. 46 482, at 483 (2017)

²⁰ See *Poe v. Hillsborough County*, 695 So. 2d, 672, 675 (Fla. 1997) (holding that "a bond issue does not violate [A]rticle VII, [s]ection 10 so long as the project serves a 'paramount public purpose,' and any benefits to private parties from the project are incidental").

²¹ See Douglas J. Sale, Free Enterprise vs. Economic Incentives: The Evolution of the "Public Purpose" Fulcrum, Stetson Law Review, Vol. 46 482, at 489 (2017).

²² See Douglas J. Sale, Free Enterprise vs. Economic Incentives: The Evolution of the "Public Purpose" Fulcrum, Stetson Law Review, Vol. 46 482, at 490 (2017).

establishment of the Program and the issue of bonds to provide awards under such program would survive a legal challenge. However, the courts are clear that if there are specific findings “by the legislature, the Board of County Commissioners, and the Authority that the project is related to the health, safety, morals, and welfare of the residents” then

What constitutes a public purpose is, in the first instance, a question for the legislature to determine, and its opinion should be given great weight. A legislative declaration of public purpose is presumed to be valid, and should be deemed correct unless so clearly erroneous as to be beyond the power of the legislature[...] and the issuance of the Authority’s revenue bonds is adequately supported by a proper public purpose.²³

In making such a legislative declaration, one commentator itemized the list of elements that a governing body should consider in any legislative record to establish that an action is in furtherance of a “public purpose” so that a subsequent review by a court would make it difficult for the court to overturn the findings of the legislative body:

- A concise statement of the problem;
- How the problem is affecting the public;
- Identification of the factors causing or contributing to the problem;
- Which factors the proposal will influence, including the ones that will not or cannot be affected;
- How the proposal will operate to influence the factors that will be affected; that is, the mechanics of the nexus between action and purpose;
- What the alternatives are; what has been tried that didn’t work or why this proposal is being suggested over alternatives;
- How the success of the proposed project will be measured and when;
- How the public will be protected if the project fails and rewarded if it succeeds; and
- What the city’s risks and upsides are, what the private party’s risks and upside are, and a comparison of the two.²⁴

In connection with any approval of the Program by JEA’s Board, the Board should specifically articulate what problem the Program solves and how the Program is reasonably related to solving that problem. In doing that, if the Board articulates the purposes of the Program solely in terms of the financial goals of JEA, then it could expose JEA to a court that questions whether that purpose is consistent with JEA’s mission. Conversely, if the Board articulates its purpose as

²³ Housing Finance Authority of Polk County, 376 So .2d at 1159. (

²⁴ See Douglas J. Sale, Free Enterprise vs. Economic Incentives: The Evolution of the “Public Purpose” Fulcrum, Stetson Law Review, Vol. 46 482, at 483 (2017).

broad as its traditional mission has been, then a court could question why the Program furthers only a portion of that overall mission.

While we do not suggest that it represents a clear legal prohibition, we do note that the Program would potentially be viewed by a court as in tension with JEA's stated public purpose and role as a municipal utility—particularly since the Program would be unusual for municipal-owned utilities. JEA as a municipal utility is a not-for-profit entity. As JEA's website states, "As your not-for-profit, community-owned utility, JEA is committed to providing you the most reliable service at the lowest possible cost in an environmentally friendly way." This is consistent with how JEA has approached its mission in the past and is consistent with other municipal-owned utilities. Municipal-owned utilities exist for an array of quantitative and qualitative purposes which further the interests of the communities they serve. Low utility rates for low-income members of the community, environmental considerations and securing long-term power sources to support the local economy are as important of purposes as generating net revenues in the short term.

Our observation of the Program is that it furthers a very small set of the overall purposes of JEA while giving at least the perception of being inconsistent with other critical aspects of JEA's stated mission. Since the Program would be unique in nature among municipal-owned utilities (we are not aware of another similar program and particularly in Florida), we believe that the Program's narrow focus on the generation of profits and financial performance to the exclusion of other considerations exposes the Program to a legal challenge that it is not in furtherance of JEA's overall public purpose. As the Supreme Court of Florida stated in *State v. City of Panama City Beach*:

The constitutional prohibition against pledging public credit to private enterprise, article IX, section 10, Florida Constitution (1885) (now contained in article VII, section 10), was designed "to restrict the activities and functions of the State, county and municipality to that of government and forbid their engaging directly or indirectly in commercial enterprises for profit." This prohibition is closely tied to revenue bonds and to what constitutes a proper public purpose.²⁵

We do not consider this to represent a clear legal prohibition but one of those uncertain legal issues that will affect any employee incentive program that awards bonuses solely on the basis of a few narrow financial metrics instead of an after-the-fact assessment by the Board of

²⁵ See *State v. City of Panama City Beach*, 529 So. 2d 250, 253 (Fla. 1988).

whether employees furthered the full public purposes of JEA. It also could be viewed as a possible interpretative framework a court would use in evaluating any legal analysis of the Program.

CONCLUSION

While JEA is authorized to adopt a program to award employees bonuses, and has done so as recently as fiscal year 2018, the specific features of the Program present challenges past bonus programs do not. Under Florida law, JEA would be legally required to make the Program available to all employees – which would include high-level employees who are involved or influence many if not all significant financial and operating decisions. But, under Florida conflict of interest laws, no employee could participate in the making of a financial decision if he or she has a financial interest in that decision without first disclosing the financial interest and concluding that the financial interest is not in substantial conflict with the duties that employee has to act first and foremost in the public interest. In our view, we believe this creates an unresolvable dilemma where JEA would either have to exclude several employees from the Program thereby rendering the Program in violation of Florida law or several employees would be unable to carry out their responsibilities under Florida conflict of interest laws.

In addition, the narrowly focused goals of the Program could present challenges whether the Program is in furtherance of a legitimate “public purpose.” Key to any expenditure or transfer of property by a municipality is whether that expenditure or transfer furthers a “public purpose.” To protect it from a court having the ability to fully re-consider whether the Program were in furtherance of a “public purpose,” JEA’s Board would likely need to have a complete record as to the problem the Program solves and how the Program is reasonably connected to the solution of the problem. To that end, the Program may present challenges if JEA’s Board narrowly articulates JEA’s purposes – as it exists for an array of public purposes and not just narrow financial ones – or broadly articulates JEA’s purposes and cannot explain why the narrow focus of the Program on a few financial goals reasonably furthers those more-broadly articulated goals.



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JEA
21 W. Church Street
Jacksonville, FL 32202

Date: September 20, 2019
Invoice No.: 40274178
Revised
Our Ref. No.: 123214-0101

EMAIL: lustjr@jea.com and acctpaycustsrv@jea.com
lhodges@coi.net JeanP@coj.net

Services through August 31, 2019

Amount due for professional services rendered regarding General Legal Advice	\$233,929.06
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Total Expenses:	\$2,272.46
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Total Amount Due:	\$236,201.52
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Please reference your account number 123214-0101 and your invoice
number 40274178 with your remittance payable to Foley & Lardner LLP.
Payment is due promptly upon receipt of our invoice.

Federal Employer Number:
39-0473800

Professional Services Detail

06/27/19	DDW	Consider possible issues impacting represented employees with possible recapitalization.	0.30	\$160.65
06/30/19	DDW	Begin research about what constitutes direct dealing.	0.80	\$428.40
07/01/19	DDW	Analysis of statutory guidelines regarding collective bargaining and related preparations or communications, including guidance regarding unfair labor practices.	2.20	\$1,178.10
07/01/19	KEH	Conference calls with investment strategists regarding public records procedures and other matters.	1.90	\$1,235.48
07/02/19	DDW	Analysis of case law and related guidance concerning direct dealing.	0.40	\$214.20
07/02/19	KEH	Telephone conference with JP Morgan and Morgan Stanley; prepare legislation regarding revisions to pension plan and for acceleration of benefits.	5.50	\$3,576.38
07/03/19	KEH	Revise drafting of legislation; meet with HR and benefits professionals regarding the same; telephone conference with counsel or utility regarding the same; discussion with GRS Consulting.	5.50	\$3,576.38
07/04/19	DDW	Analyze statute and related guidance to issues address direct dealing or potential claims regarding lack of good faith bargaining.	2.00	\$1,071.00
07/05/19	DDW	Analyze parameters of permissible direct communications with employees, potential issues with same and prepare memo to address guidelines and suggestions for communication.	2.80	\$1,499.40
07/05/19	KEH	Confer with Herschel Vinyard regarding bargaining issues; telephone conference with Lynn Rhode, Kerri Stewart, Ted Powers and Robert Hosay regarding procurement issues.	2.10	\$1,365.53
07/05/19	RHH	Prepare and attend conference call with JEA leadership, counsel and Pillsbury regarding procurement, public records and board process.	0.70	\$455.18

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07/05/19	RHH	Review JEA and City of Jacksonville procurement rules, ordinances and handbooks; compare to Florida law; in order to guide and provide advice regarding procurement methodology and process.	2.00	\$1,300.50
07/06/19	DDW	Prepare memorandum to address possible parameters for direct employee communications and follow up with Mr. K. Hyde regarding same.	1.00	\$535.50
07/08/19	MN	Call with JP Morgan, Morgan Stanley, Pillsbury regarding status of procurement and review public records laws applicable in Florida.	0.30	\$96.90
07/08/19	RHH	Prepare and attend call with JP Morgan, Morgan Stanley, Pillsbury regarding status of procurement and project plan for imminent off-site work to complete procurement, and review ITN timeline and public records laws applicable in Florida.	0.70	\$455.18
07/08/19	RHH	Work on procurement terms and public records concerns; study recent law regarding these items in order to structure off-site meeting properly.	0.90	\$585.23
07/09/19	BJG	Review JEA Procurement Code and Operational Procedures; review public records materials relating to contractor exemptions.	6.90	\$4,134.83
07/09/19	KEH	Prepare employment materials; meet with JEA executives regarding same; review public records requirements.	6.20	\$4,031.55
07/09/19	MN	Research on public records laws specific to contractors and summarized findings to R. Hosay and B. Grossman.	1.10	\$355.30
07/09/19	RHH	Follow up on action items from team call.	0.80	\$520.20
07/10/19	BJG	Prepare for and attend meetings to discuss possible ITN; review primer on applicable public records and meeting exemptions.	8.90	\$5,333.33
07/10/19	DDW	Research limits or parameters of direct communication and consider guidelines to help address same.	1.50	\$803.25
07/10/19	KEH	Attend meeting with officials and advisors to discuss employee issues.	7.90	\$5,136.98
07/10/19	MN	Researched laws pertaining to cone of silence and the statutory exemption from Sunshine Law for competitive solicitations and drafted memorandum explaining difference between the two concepts.	1.90	\$613.70
07/10/19	RHH	Prepare and attend meetings with JEA officials.	8.10	\$5,267.03

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07/11/19	BJG	Attention to revising ITN document and preparing summary of applicable process limitations.	7.40	\$4,434.45
07/11/19	DDW	Analyze opinions of Ethics Commission to assess possible impact on planned employee compensation.	1.40	\$749.70
07/11/19	KEH	Meet with JEA officials to discuss employment issues.	6.90	\$4,486.73
07/11/19	RHH	Meet with JEA, Morgan Stanley, JP Morgan regarding JEA Strategic Alternatives project and work on ITN process and guidelines for and during the process.	6.00	\$3,901.50
07/12/19	BJG	Draft ITN process language; correspondence with K. Hyde regarding ITN language and rules of the road.	4.90	\$2,936.33
07/12/19	DDW	Follow up and analysis regarding possible ethics opinions or related concerns; follow up about communication of confidential information.	0.40	\$214.20
07/12/19	KEH	Participate in meetings to discuss employee issues; review documents related to same.	6.40	\$4,161.60
07/12/19	RHH	Work on ITN process and guidelines.	3.50	\$2,275.88
07/13/19	BJG	Attention to drafting ITN process and rules of the road.	2.90	\$1,737.83
07/13/19	DDW	Print and deliver information regarding proposed ITN.	2.50	\$1,338.75
07/13/19	MN	Internal correspondence with R. Hosay and B. Grossman regarding Rules of the Road document and conducted research on applicable Sunshine Law, reviewed applicable law, pulled applicable statutes and Sunshine Manual references, and drafted a proposed organization of the Rules of the Road document.	3.30	\$1,065.90
07/13/19	RHH	Review ITN drafts and study desired process to develop ITN process that accommodates the goals of JEA.	5.00	\$3,251.25
07/14/19	BJG	Complete initial drafting of ITN process language; discuss same with R. Hosay and incorporate suggested revisions; call to review and discuss ITN revisions and current document status.	11.80	\$7,071.15
07/14/19	RHH	Develop ITN process for JEA's analysis of strategic alternatives, prepare and attend calls and address emails.	3.50	\$2,275.88

07/14/19	RHH	Work on road map of activities and prohibited activities for JEA ITN process, review and study relevant JEA operational procedures and procurement code; review and study relevant Florida procurement law statutes and case law.	3.40	\$2,210.85
07/15/19	BJG	Calls to discuss ITN status and process language; revise ITN process; provide suggestions for format of procurement timeline.	5.40	\$3,235.95
07/15/19	KEH	Telephone conference with company officials; prepare review of legislation; telephone conference with Herschel Vinyard regarding the same.	4.20	\$2,731.05
07/15/19	RHH	Prepare for and attend telephone conference with Morgan Stanley and JP Morgan for detailed review of draft ITN process.	2.80	\$1,820.70
07/15/19	RHH	Prepare and attend telephone conference with Pillsbury lawyers and JEA executives regarding status of project, document review and follow up related to procurement process.	2.50	\$1,625.63
07/15/19	RHH	Work on ITN process; fit within JEA operational procedures, JEA procurement code, City of Jacksonville ordinances relevant to process, Florida statute, and Florida procurement law.	1.50	\$975.38
07/15/19	RHH	Work on rules of road to provide Morgan Stanley, JEA and JP Morgan related to ITN process, public records and public meetings.	1.30	\$845.33
07/16/19	BJG	Review revised process language received from MS team; revise rules of the road guide; discuss process with R. Hosay.	4.20	\$2,516.85
07/16/19	KEH	Review employee issues; revise documents relating to same.	3.20	\$2,080.80
07/16/19	RHH	Discuss ITN process with JEA executives.	0.50	\$325.13
07/16/19	RHH	Work on ITN process and discuss with JPM and MS; relate process and procedure to rules to follow during the process.	3.60	\$2,340.90
07/17/19	BJG	Review and revise draft ITN; discuss ITN process with S. Marth; review FAQs prepared by MS and JPM.	5.30	\$3,176.03
07/17/19	KEH	Telephone conference with Jason Gabriel regarding employment agreements; telephone conference with L. Hodges and other counsel regarding employment agreements; prepare revisions to pension legislation.	2.90	\$1,885.73

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07/17/19	RHH	Review and write ITN process; analyze feedback from Morgan Stanley and JP Morgan Chase; work on process rules.	1.80	\$1,170.45
07/18/19	BJG	Review and revise draft ITN.	1.30	\$779.03
07/18/19	KEH	Participate in meetings regarding employee issues; revise documents related to same.	3.80	\$2,470.95
07/18/19	RHH	Review and revert ITN process with JP Morgan and Morgan Stanley and work on process rules.	1.80	\$1,170.45
07/19/19	BJG	Call with MS to discuss ITN draft; attention to reviewing and revising ITN and FAQs; work on rules of the road.	5.40	\$3,235.95
07/19/19	CMKI	Conf call with Vinyard et al regarding Florida psc issues and strategy.	0.50	\$414.38
07/19/19	KEH	Review and revise employee communication and pension legislation; meet with JEA officials regarding same.	1.90	\$1,235.48
07/19/19	RHH	Attention to drafting and reviewing questions and answer, emails and calls regarding same; and work on ITN sections.	2.20	\$1,430.55
07/21/19	BJG	Complete initial drafting of rules of the road; review and revise ITN language.	6.80	\$4,074.90
07/22/19	BJG	Finalize rules of the road based on current ITN process; call with MS and JPM teams to discuss rules of the road, vendor outreach, and requirements of ITN process; review exhibit and defined terms lists.	4.40	\$2,636.70
07/22/19	KEH	Prepare for Board meeting; meet with JEA officials regarding the same.	2.80	\$1,820.70
07/22/19	RHH	Attention to developing process and rules of the road.	1.50	\$975.38
07/22/19	RHH	Conference with K. Hyde regarding details of transaction and steps to protect JEA and provide a thorough and fair approach to evaluating strategic alternatives.	0.50	\$325.13
07/22/19	RHH	Work with bankers and attend conference call regarding all action items remaining.	0.80	\$520.20
07/22/19	RHH	Telephone conference with H. Vinyard regarding status of ITN development and important provisions to protect JEA's interest, achieve goals, protect consumers and employees.	0.50	\$325.13

07/23/19	BJG	Review Board meeting to determine outcome and potential effect on ITN process; call with investment banking team to discuss ITN and vendor outreach.	2.90	\$1,737.83
07/23/19	DDW	Analysis of impact on possible successorship if entity moves from public to private status.	1.10	\$589.05
07/23/19	KEH	Prepare for and attend JEA Board meeting; participate in presentation to JEA Board of Directors.	3.60	\$2,340.90
07/23/19	RHH	Review and study board meeting to determine proper ITN terms.	2.00	\$1,300.50
07/23/19	RHH	Prepare and attend telephone conference with JP Morgan and Morgan Stanley regarding Project Scampi action items and development of terms.	1.00	\$650.25
07/24/19	BJG	Review and revise ITN; draft procurement definitions; calls with MS and JPM relating to ITN process; discuss ITN with J. McCarthy.	8.70	\$5,213.48
07/24/19	DDW	Analyze possible factors impacting successorship.	1.60	\$856.80
07/24/19	KEH	Review matter related to direct dealing..	0.80	\$520.21
07/24/19	RHH	Attend team conference call.	0.80	\$520.20
07/24/19	RHH	Attention to email and documents, review ITN and revise sections related to process and definitions, communicate and work with banker team.	1.70	\$1,105.43
07/25/19	BJG	Review and revise draft ITN; draft procurement definitions for inclusion in ITN; calls with client and MS/JPM regarding ITN and process.	10.60	\$6,352.05
07/25/19	DDW	Follow up regarding allegation of direct dealing and possible response to same.	1.40	\$749.70
07/25/19	KEH	Deal with pension issue questions; confer with John Kendrick regarding the same; calls with Mary Anne Evans regarding labor issues; calls with Melissa Dykes regarding labor issues.	2.60	\$1,690.65
07/25/19	MN	Internal correspondence with R. Hosay and B. Grossman regarding Rules of the Road and presentation deliverables.	0.80	\$258.40
07/25/19	RHH	Prepare and attend call with JEA, MS and JPM to discuss status of deliverables and goals of JEA; report on progress and work performed.	0.80	\$520.20

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07/25/19	RHH	Work with banker teams regarding document preparation, process development and how to handle confidential documents. Analyze and develop process for confidential documents.	1.10	\$715.28
07/26/19	BJG	Review and revise ITN and FAQs; respond to questions from client; calls with MS team to discuss ITN revisions; calls with client regarding process.	8.20	\$4,913.85
07/26/19	JATU	Review emails regarding teams and matter.	0.20	\$135.15
07/26/19	KEH	Telephone conference with John Kendrick regarding pension issues.	0.50	\$325.13
07/26/19	RHH	Work on ITN terms and, questions and answers and other miscellaneous action items.	1.30	\$845.33
07/26/19	RHH	Prepare and attend recurring team call.	0.50	\$325.13
07/26/19	RHH	Prepare and attend phone conference with H. Vinyard and L. Rhode regarding process and legal challenges related to typical private sector business practices compared to government sector requirements for records and procurement.	0.50	\$325.13
07/28/19	MN	Drafted Rules of the Road presentation.	1.10	\$355.30
07/29/19	BJG	Attention to draft ITN and revising language; calls with client and MS team; review rules of the road and prepare presentation to JEA regarding ITN process.	4.90	\$2,936.33
07/29/19	DDW	Analyze ability to treat some topics as subject of permissive rather than mandatory bargaining.	3.10	\$1,660.05
07/29/19	KEH	Participate in call regarding ITN; research regarding Florida public ethics opinions; research regarding impact bargaining.	2.10	\$1,365.53
07/29/19	RHH	Update rules of the road and prepare JEA training.	1.30	\$845.33
07/29/19	RHH	Prepare and attend recurring team call.	0.70	\$455.18
07/29/19	RHH	Attend telephone conference with JP Morgan and Morgan Stanley regarding ITN development.	0.80	\$520.20
07/29/19	RHH	Call with banker teams to address certain ITN questions and issues.	1.00	\$650.25
07/30/19	BJG	Review ethics materials relevant to employee participation plan; call with K. Hyde to discuss details of plan, Florida ethics laws, and potentially relevant ethics opinions; review and revise ITN language; prepare for in person meetings re: Project Scampi.	4.80	\$2,876.40

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07/30/19	DDW	Analyze language in respective CBA's and consider ability to address some items in effects bargaining; meeting to address same.	3.20	\$1,713.60
07/30/19	KEH	Review issues related to impact bargaining; meet with JEA officials regarding same; research regarding chapter 112.	4.80	\$3,121.20
07/30/19	MN	Drafted Rules of the Road presentation (4.50).	4.50	\$1,453.50
07/30/19	RHH	Prepare and attend recurring project call.	0.50	\$325.13
07/30/19	RHH	Work on ethics issue regarding employment matters related to Florida Ethics Commission.	0.50	\$325.13
07/30/19	RHH	Prepare for and travel for meeting with MS and JPM teams.	1.00	\$650.25
07/31/19	BJG	Meetings regarding Project Scampi; review and revise draft ITN.	10.30	\$6,172.28
07/31/19	CMKI	Review/consideration/revision of draft talking points; tel conf with Vinyard regarding same; project issues.	1.00	\$828.75
07/31/19	DDW	Assess case law and guidance regarding impact bargaining and obligations or risks associated with failure to properly bargain.	1.70	\$910.35
07/31/19	KEH	Meet with investment bankers, Pillsbury counsel and JEA officials to discuss procurement and labor issues.	5.20	\$3,381.30
07/31/19	MN	Continued drafting JEA presentation.	6.40	\$2,067.20
07/31/19	RHH	Prepare and attend on site meetings to draft ITN; multiple meetings, phone conferences, analysis and drafting of terms.	7.00	\$4,551.75
08/01/19	KEH	Review and revise ITN for procurement and public record issues; telephone conference with JEA officials regarding labor procedures.	1.20	\$780.30
08/02/19	JATU	Review email to JEA team.	0.10	\$67.58
08/02/19	KEH	Various calls with company officials regarding pension and collective bargaining matters; research regarding the same.	3.60	\$2,340.90
08/05/19	DDW	Assess potential issues with successorship based on questions from union arising during bargaining and related to possible impact bargaining.	1.00	\$535.50

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08/05/19	KEH	Work on various matters related to proposed pension legislation, retention agreement, and respond to questions related to bargaining; tc with JEA officials regarding the same.	6.30	\$4,096.58
08/06/19	CMKI	Review/consideration revised PSC talking points; tel conf with Vinyard regarding same; PSC meeting issues; venue issue; project issues and strategy.	1.00	\$828.75
08/06/19	KEH	Work on pension legislation; conference with Jim Rizzo and city pension office regarding the same; prepare memo regarding the same. Prepare memorandum regarding successorship.	4.30	\$2,796.08
08/07/19	KEH	Participate in negotiations with LIUNA; prepare proposed advisory opinion; finalize proposed pension legislation.	6.70	\$4,356.68
08/08/19	KEH	Review and prepare successorship language; telephone conference with John Kendrick regarding collective bargaining negotiations; confer with MaryAnne Evans regarding the same.	2.70	\$1,755.68
08/09/19	KEH	Represent JEA in collective bargaining negotiations; follow up with company on various union proposals.	6.30	\$4,096.58
08/12/19	CMKI	[REDACTED]; counsel conf call with Vinyard regarding same; project issues; tel conf with Vinyard et al regarding project issues; psc issues.	1.30	\$1,077.38
08/12/19	KEH	Participate in negotiations with various unions of JEA; meet with JEA officials regarding the same.	7.10	\$4,616.78
08/13/19	KEH	Prepare for and represent JEA at shade meeting; follow up with issues related to collective bargaining; prepare language related to collective bargaining provisions.	2.80	\$1,820.70
08/14/19	CMKI	Tel conf with Weissman regarding PSC meeting issues and strategy; review/consideration summary of prior PSC meeting issues.	0.50	\$414.38
08/14/19	MBCO	Review and analysis regarding securities implications of JEA proposal.	0.40	\$265.20
08/15/19	CMKI	Review/consideration of materials in preparation for PSC meeting; Meeting at PSC with ED Baez and Mark Futrell; Review/consideration draft AGO letter and related issues; Tel confs with Vinyard regarding same.	0.88	\$730.44

08/16/19	CMKI	Counsel conf call with Vinyard et al regarding PSC issues; project issues.	0.60	\$497.25
08/16/19	KEH	Telephone conference with investment bankers regarding exemption of trade secret information; telephone conference with Melissa Dykes regarding bargaining procedures.	1.20	\$780.30
08/16/19	MBCO	Review and analysis regarding securities law implications of JEA proposal; emails with M. Kirwan regarding analysis.	1.10	\$729.30
Services Total:			\$ 382.78	\$233,929.06

Professional Services Summary

Service Provider	Initials	Title	Hours	Rate	Dollars
Belinda Morgan	BSMO	Partner	0.00	\$752.25	\$0.00
Christopher M. Kise	CMKI	Partner	5.78	\$828.75	\$4,791.33
Chauncey W. Lever, Jr.	CWL	Partner	0.00	\$765.00	\$0.00
John A. Tucker	JATU	Partner	0.30	\$675.77	\$202.73
Kevin E. Hyde	KEH	Partner	123.60	\$650.25	\$80,370.97
Melissa B. Coffey	MBCO	Partner	1.50	\$663.00	\$994.50
Michael B. Kirwan	MBK	Partner	3.40	\$803.25	\$2,731.05
Michael G. Bailey	MGBA	Partner	0.00	\$867.00	\$0.00
Robert H. Hosay	RHH	Partner	78.40	\$650.25	\$50,979.71
Dabney D. Ware	DDW	Of Counsel	28.40	\$535.50	\$15,208.20
Benjamin J. Grossman	BJG	Senior Counsel	126.00	\$599.25	\$75,505.55
Mallory Neumann	MN	Associate	19.40	\$323.00	\$6,266.20
Timothy J. Bramwell	TJBR	Special Counsel	0.00	\$612.00	\$0.00
Totals			382.78		\$233,929.06

Expenses Incurred

Description	Amount
Electronic Legal Research Services	\$125.00
Staff Overtime \$22.50	\$0.00
VENDOR: ROBERT H. HOSAY - FUEL FOR TRAVEL TO JAX FOR JEA MEETINGS. - 07/10/19-07/12/19 (CAR RENTAL FUEL, PARKING, LODGING). \$345.12 = 264.42 Hotel + Gas 56.70 should be miles of 331.97 + 24 moved Meals to another line	\$264.42
VENDOR: ROBERT H. HOSAY 07/10/19 DINNER IN JAX FOR JEA MEETINGS. - - ROBERT H. HOSAY, JOHN A. TUCKER. \$96.86	\$0.00

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VENDOR: ROBERT H. HOSAY 07/11/19 DINNER IN JAX FOR JEA MEETINGS. - - ROBERT H. HOSAY, BENJAMIN J. GROSSMAN, JOHN A. TUCKER, JEA: HERSCHEL VINEYARD. \$225.35	\$52.00
VENDOR: ROBERT H. HOSAY 07/11/19 HOTEL IN JAX FOR JEA MEETINGS. -- ROBERT H. HOSAY. \$27.54	\$10.00
VENDOR: ROBERT H. HOSAY 07/12/19 HOTEL IN JAX FOR JEA MEETINGS. -- ROBERT H. HOSAY. \$27.54	\$10.00
VENDOR: KEVIN E. HYDE 07/03/19 OFFSITE MEETING WITH JEA EXECUTIVE AND FOLEY. THIS WAS PAID BY KEVIN AND WILL BE REIMBURSED BY CLIENT. - - KEVIN E. HYDE. \$11,572.03	\$0.00
MEALS - VENDOR: DELI MANAGEMENT, INC. - CLIENT WORKING LUNCH (25). \$365.36	\$0.00
VENDOR: BENJAMIN J. GROSSMAN - CLIENT MEETINGS - 07/30/19-08/01/19 (LODGING).	\$536.97
VENDOR: BENJAMIN J. GROSSMAN 08/01/19 CLIENT MEETINGS - - BENJAMIN J. GROSSMAN.	\$17.02
VENDOR: BENJAMIN J. GROSSMAN 08/02/19 CLIENT MEETINGS - - BENJAMIN J. GROSSMAN. \$14.71	\$14.00
VENDOR: ROBERT H. HOSAY - PARKING FOR JEA MEETING. - 07/30/19- 08/03/19 (PARKING, LODGING, CAR RENTAL FUEL). \$697.24 \$16.00 =Breakfast three days	\$16.00
VENDOR: ROBERT H. HOSAY - PARKING FOR JEA MEETING. - 07/30/19- 08/03/19 (PARKING, LODGING, CAR RENTAL FUEL). \$697.24 \$552.21 Hotel	\$552.21
VENDOR: ROBERT H. HOSAY 07/30/19 DINNER - DEDUCT \$200.00 - - ROBERT H. HOSAY, BENJAMIN J. GROSSMAN. \$72.26	\$52.00
VENDOR: ROBERT H. HOSAY 07/31/19 DINNER - DEDUCT \$40 - - ROBERT H. HOSAY, BENJAMIN J. GROSSMAN. \$63.79	\$52.00
VENDOR: ROBERT H. HOSAY 08/02/19 FUEL FOR TRAVEL TO JEA MEETINGS - - ROBERT H. HOSAY, BENJAMIN J. GROSSMAN. \$33.15	\$14.00
VENDOR: BENJAMIN J. GROSSMAN - JEA MEETINGS - 08/10/19-08/11/19 (LODGING).	\$264.42
VENDOR: Robert Hosay - JEA MEETINGS - 08/10/19-08/11/19 (LODGING).	\$264.42
VENDOR: BENJAMIN J. GROSSMAN 08/12/19 JEA MEETINGS - - BENJAMIN J. GROSSMAN, ROBERT H. HOSAY. \$47.55	\$28.00
VENDOR: ROBERT H. HOSAY - PARKING FOR JEA MEETING - 08/12/19- 08/21/19 (PARKING, CAR RENTAL FUEL). - 107.52 \$47.13 Gas (should be 165.98 miles) + 42.44 Gas (should be 165.98 miles) + 17.95 charged, but to be removed.	\$0.00
Expenses Incurred Total	\$2,272.46



FOLEY & LARDNER LLP
ONE INDEPENDENT DRIVE, SUITE 1300
JACKSONVILLE, FL 32202-5017
TELEPHONE (904) 359-2000
FACSIMILE (904) 359-8700
WWW.FOLEY.COM

JEA

Date: September 20, 2019
Invoice No.: 40274178 Revised
Our Ref. No.: 123214-0101

Remittance Advice

Current Invoice:

09/20/19 - 40274178 \$252,272.46

Total Amount Due: \$252,272.46

Should you wish to remit your payment via check, please mail checks to:

Foley & Lardner LLP
111 North Orange Avenue
Suite 1800
Orlando, FL 32801-2386

Should you wish to remit your payment via ACH or WIRE transfer, please include invoice number: 40274178 as an addenda or reference with payment and forward to:

Foley & Lardner LLP
U.S. Bank NA
777 East Wisconsin Avenue
Milwaukee WI. 53202-5306
ABA No.: [REDACTED]
Acct. No.: [REDACTED]
Swift Code: [REDACTED]
(foreign wires only)

Please send remittance advice and questions to AccountsReceivable@Foley.com

July 23, 2019

PERSONAL AND CONFIDENTIAL

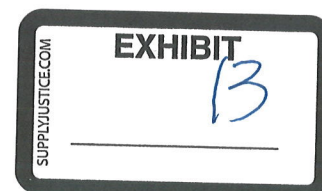
Mr. Aaron Zahn, Managing Director and Chief Executive Officer
Mr. Ryan Wannemacher, Chief Financial Officer
JEA
21 West Church Street
Jacksonville, FL 32202

Dear Aaron and Ryan:

Pursuant to our recent discussions, I am pleased to confirm the arrangements under which Morgan Stanley & Co. LLC ("Morgan Stanley") is engaged as of the date hereof (the "Effective Date") by JEA (the "Company", "JEA" or "you") as your financial advisor in connection with the Company's Invitation to Negotiate Various Strategic Alternatives and Partnerships (the "ITN") as well as its analysis and consideration of various potential Transactions (as defined below) that may result from the ITN.

For purposes hereof, the term "Company Group" shall mean the Company, together with the (i) Electric System, which shall include the Bulk Power Supply System and JEA's interest in the Power Park (the "Electric Enterprise Fund"), and/or (ii) the Water and Sewer System, which shall include the District Energy System (the "Water and Sewer Enterprise Fund"), and including, for the avoidance of doubt, any subsidiary which owns or operates the Electric Enterprise Fund and/or the Water and Sewer Enterprise Fund or any entity to which any of the foregoing is transferred. The term "Strategic Transaction" shall mean, whether in one or a series of transactions, (a) any merger, consolidation, joint venture, or other business combination pursuant to which the business of any member of the Company Group is combined with that of any other person (any such person, together with its subsidiaries and affiliates, a "Strategic Partner"); or (b) the acquisition by a Strategic Partner, directly or indirectly, of substantially all of the assets, properties and/or businesses of any member of the Company Group, by way of a direct or indirect purchase, lease, license, exchange, joint venture or other means; the term "Recapitalization Transaction" shall mean, whether in one or a series of transactions, (a) a public-private partnership between a Strategic Partner and the business of any member of the Company Group by way of a direct or indirect purchase, investment, lease, license, concession agreement, or other means; or (b) the reorganization or transfer of assets of any member of the Company Group to another member of the Company Group or to an entity established by the Company for the sole purpose thereof; and the term "Transaction" shall mean any one or more of a Strategic Transaction or a Recapitalization Transaction.

We understand that the Company intends to engage J.P. Morgan Securities LLC ("J.P. Morgan") to act as its financial advisor in connection with the Company's ITN as well as its analysis and consideration of various potential Transactions (as defined below) that may result from the ITN. The terms of J.P. Morgan's engagement by you will be set out



in a separate letter between you and J.P. Morgan, a copy of which will be provided to Morgan Stanley.

During the term of our engagement, Morgan Stanley will

- (a) familiarize itself with the financial condition and business of the Company, including the Electric Enterprise Fund and the Water and Sewer Enterprise Fund, and assist the Company in reviewing the forecast of the Electric Enterprise Fund's and the Water and Sewer Enterprise Fund's projected operating performance prepared by the Company;
- (b) together with the Company's legal counsel and tax and accounting advisors, advise and assist the Company in the management and administration of the ITN process;
- (c) together with the Company's legal counsel and tax and accounting advisors, assist the Company in its evaluation of the ITN responses and development of recommendations related to the optimal course of action;
- (d) assist the Company in familiarizing any prospective Strategic Partner with the financial condition and business of the Company, including the Electric Enterprise Fund's and the Water and Sewer Enterprise Fund's business, as applicable, familiarize itself with the financial condition and business of any Strategic Partner, and advise and assist the Company in considering the relative financial and operational merits and feasibility of one or more potential Transactions and the desirability of effecting a Transaction;
- (e) assist the Company in preparing confidential information memorandums and supporting marketing materials for distribution to potential Strategic Partners, which will describe the business and financial condition of the Company, including the Electric Enterprise Fund and the Water and Sewer Enterprise Fund, as applicable;
- (f) assist the Company in identifying and contacting potential Strategic Partners to ascertain their interest in a Transaction;
- (g) provide financial advice on the appropriate structure, purchase price, and terms and conditions of a Transaction;
- (h) advise and assist the Company with respect to the financial aspects of a Transaction;
- (i) advise and assist the Company in its negotiation of the financial aspects of a Transaction;
- (j) assist the Company in coordinating site visits, meetings, negotiation and discussion sessions, due diligence sessions, management presentations and similar matters with potential Strategic Partners, and assist the Company in populating, and administering, a data room to be used in connection with a Transaction; and
- (k) if requested by the Company, provide such other financial advisory services in connection with any proposed transaction as may be agreed between the Company and Morgan Stanley.

Please be advised that Morgan Stanley does not provide accounting, tax or legal advice. Morgan Stanley may provide its services through or in conjunction with one or more of its affiliates and references in this letter agreement to "Morgan Stanley," "we" and "us" shall, except where the context otherwise requires, include any such affiliates.

As you know, our fees for services depend on the outcome of the assignment and are designed to reflect our contribution to a major corporate objective. It is our practice to charge a "Retainer Fee," which is intended to reimburse us for our time and efforts expended in connection with this assignment. The Retainer Fee for this assignment is a quarterly fee of \$100,000 to be paid in arrears commencing upon execution of this letter agreement.

We will charge a fee of \$3,000,000 for an Opinion (as defined below) by Morgan Stanley in the event an Opinion is requested by the Company. To the extent the Company requests more than one Opinion (and such additional Opinion(s) are in accordance with Morgan Stanley's customary practice), the Opinion Fee for each Opinion (including the first Opinion) shall be \$2,250,000. Any fee payable pursuant to this paragraph is the "Opinion Fee". The Opinion Fee will be payable at the time Morgan Stanley delivers an Opinion, but shall be paid upon the earlier of closing of a Transaction or termination or abandonment of a Transaction.

Payable upon the closing of a Strategic Transaction, we will charge a "Transaction Fee" in an amount equal to the applicable percentage of the Net Consideration (as defined below) set forth below, against which any related Opinion Fee paid will be credited, to the extent not previously credited:

If the Net Consideration (as defined below) is: Applicable % of Net Consideration

- | | |
|--|---|
| (a) Less than or equal to \$3.5 billion | 0.200% on such amount |
| (b) Greater than \$3.5 billion, but less than or equal to \$4.5 billion | the aggregate amount calculated in accordance with clause (a) above plus 0.275% on the amount in excess of \$3.5 billion, but less than or equal to \$4.5 billion |
| (c) Greater than \$4.5 billion, but less than or equal to \$5.5 billion | the aggregate amount calculated in accordance with clause (b) above plus 0.350% on the amount in excess of \$4.5 billion, but less than or equal to \$5.5 billion |
| (d) Greater than \$5.5 billion, but less than or equal to \$6.5 billion | the aggregate amount calculated in accordance with clause (c) above plus 0.425% on the amount in excess of \$5.5 billion, but less than or equal to \$6.5 billion |

(e) Greater than \$6.5 billion

the aggregate amount calculated in accordance with clause (d) above plus 0.500% on the amount in excess of \$6.5 billion

The term "Net Consideration" shall mean the total amount of cash and the fair market value of other property paid or payable in connection with a Transaction (including amounts paid into escrow) to any member of the Company Group, its customers or the City of Jacksonville, less, without duplication, (a) the fees and expenses of Morgan Stanley under this Agreement, (b) \$300 million, and (c) the principal amount of all indebtedness for borrowed money (including related defeasance costs, swap unwind costs and transaction costs) (collectively, "Indebtedness") of the Company outstanding immediately prior to consummation of the Strategic Transaction or, in the case of a sale of assets, all Indebtedness of the Company Group assumed by the Strategic Partner and, in any case, any Indebtedness of the Company Group retired or defeased by the Strategic Partner or issued to the Company Group or the City of Jacksonville in connection with the Strategic Transaction. Net Consideration shall also include, without duplication, the aggregate amount of any cash dividends or other distributions that are outside of the ordinary course and are declared and paid by the Company following the Effective Date, amounts paid by the Company to repurchase any of its securities, or to repay any of its other Indebtedness, in each case outstanding on the date hereof, only to the extent such dividend, repurchase, or repayment is effected in connection with, in response to, or in anticipation of a Transaction or a proposal with respect thereto, plus the sum of the nominal value of any and all rate credits paid or payable to ratepayers in connection with a Transaction, plus any economic development commitments paid or payable to the ratepayers and the City of Jacksonville in connection with a Transaction, and, in the case of a sale of assets, the value of any working capital of the Company (other than cash) not acquired by the Strategic Partner. If the Net Consideration is subject to increase by contingent payments related to future events, the portion of Morgan Stanley's Transaction Fee relating thereto shall be calculated and paid as and when such payments are made, regardless of the date on which it was made, except that amounts held in escrow shall be deemed paid at closing. For the avoidance of doubt, no element of Net Consideration shall be subject to double counting or shall otherwise be included more than once in determining Net Consideration.

In the event that a Recapitalization Transaction is consummated, the Transaction Fee payable to Morgan Stanley shall be \$7.5 million, which shall be payable upon the closing of a Recapitalization Transaction.

If any member of the Company Group receives any payment (the "Break-Up Fee") from another person (excluding any payment as an indemnity or as reimbursement of expenses or liabilities incurred in connection with a proposed Transaction) following or in connection with the termination, abandonment, or failure to occur of any proposed Transaction, then the Company shall pay to Morgan Stanley a "Termination Fee" in an amount equal to 12.5% of the Break-Up Fee (after deducting the Company's out-of-pocket expenses actually incurred in connection with a proposed Transaction) (for the avoidance of doubt, no Termination Fee shall be considered out-of-pocket expenses for purposes of this paragraph) upon the receipt by such member of the Company Group of

the Break-Up Fee, less any Transaction Fees and Opinion Fees paid by the Company; provided that in no event shall the amount payable under this paragraph, together with any such other fees previously paid hereunder, exceed an amount equal to \$7.5 million.

If in lieu of a Transaction, the Company, either directly or through any member of the Company Group, completes another transaction, other than a Transaction, with the assistance of Morgan Stanley, Morgan Stanley and the Company will negotiate in good faith appropriate compensation for Morgan Stanley, which will take into account, among other things, the results obtained and the custom and practice among investment banking firms of comparable standing acting in similar transactions.

Notwithstanding any of the foregoing, in no event shall the compensation received by Morgan Stanley be less than the compensation of any other financial advisor, including J.P. Morgan, retained by the Company in connection with the Transaction. The Company agrees to arrange for payment of Morgan Stanley's fees set forth herein by wire transfer on or before the date(s) specified in this letter agreement.

Upon your request, we will render a financial opinion letter to the Company's Board of Directors in accordance with our customary practice (an "Opinion") as to whether the consideration to be received by the Company and/or its customers in connection with a Transaction is fair from a financial point of view. The terms of our Opinion and the nature and scope of any analysis and investigation we undertake in order to render such Opinion shall be such as we consider appropriate in the circumstances. Any such Opinion will expressly exclude consideration of any compensation or compensation arrangements arising from the Strategic Transaction which benefit any officer, director or employee of the Company (in their capacities as such), or any class of such persons.

Morgan Stanley will rely on the accuracy and completeness, without verifying it independently, of any information we receive or review in connection with this engagement. We will not independently evaluate or appraise any assets or liabilities that may be involved in this engagement, or advise or opine on any related solvency issues. We will assume that any forecasted financial information reflects the best available estimates of future financial performance.

Notwithstanding anything herein to the contrary, Morgan Stanley and the Company agree that the Company (and each of its employees, representatives or other agents) may disclose to any and all persons, without limitation of any kind, the U.S. federal and state income tax treatment and tax structure of the transactions contemplated hereby, and all materials of any kind (including opinions or other tax analyses) that are provided to the Company relating to such tax treatment and tax structure. For this purpose, "tax structure" is limited to facts relevant to the U.S. federal and state income tax treatment of the Transaction and does not include information relating to the identity of the parties, their affiliates, agents or advisors.

If, within two years of the date hereof (and prior to the consummation of a Strategic Transaction that constitutes a change in control of the Company or a Recapitalization Transaction), the Company determines to issue any equity or debt securities through a public or a private placement, enter into a syndicated credit facility or other loan, or undertake any other type of investment banking transaction, other than a Transaction (including any merger, sale, acquisition, divestiture, joint venture or other business

combination, any repurchase by the Company of a significant amount of its securities, any recapitalization of the Company, any spin-off, split-off or other extraordinary dividend of cash, securities or other assets of the Company, or any restructuring of debt securities of the Company (by consent, tender offer or otherwise)) (each an "Alternative Transaction"), the Company shall offer Morgan Stanley (which for purposes of this paragraph, shall include one or more of its designated affiliates) the right to make a proposal to act as manager and bookrunner in the case of any such offering, as placement agent in the case of any such placement, as arranger and bookrunner in the case of any such syndicated credit facility, as lender in the case of any other loan, and as financial advisor or dealer-manager, as applicable, in the case of any such restructuring of debt securities or other investment banking transaction. If the Company and Morgan Stanley agree that Morgan Stanley shall act in any such capacity, the Company and Morgan Stanley will enter into the appropriate form of agreement relating to the type of transaction involved and containing customary terms and conditions acceptable to the Company and Morgan Stanley, including provisions relating to the scope of Morgan Stanley's services, Morgan Stanley's compensation or other appropriate financial arrangements and an indemnification of Morgan Stanley.

The Company acknowledges that the foregoing is neither an express nor implied commitment by Morgan Stanley to act in any such capacity or to purchase or place securities, or to provide or be responsible to provide any financing or other financial services or enter into any other principal transactions, which commitment shall only be set forth in a separate written agreement in customary form for the type of services being provided. In addition, in accordance with its customary practices, Morgan Stanley's policy requires formal approval by the appropriate Morgan Stanley Commitment Committee, or other similar committee, as the case may be, prior to entering into such underwriting, placement, loan or other agreement and, in certain circumstances, derivatives transactions. Morgan Stanley acknowledges that the foregoing is neither an express nor implied commitment by the Company to engage Morgan Stanley to act in any such capacity or to issue securities or to enter into any credit facility or other loan or enter into any other transaction, which commitment shall only be set forth in a separate written agreement in customary form for the type of services being provided.

Without limiting the foregoing, the Company and Morgan Stanley acknowledges and agrees that, if requested in writing by the Company, Morgan Stanley shall consider arranging and / or providing new financing to potential Strategic Partners in connection with a Transaction (the "Financing Package"). Strategic Partners will be informed that Morgan Stanley has been retained as the Company's financial advisor and that there will be no requirement of any type that any Strategic Partner avails itself of the Financing Package being provided by Morgan Stanley, unless and until such Strategic Partner accepts such Financing Package in accordance with its terms. Each of the Company and Morgan Stanley agrees that bids will be considered fully on their merits whether or not such Financing Package is used. During the term of the engagement under the Engagement Letter, unless and until such Strategic Partner executes a financing commitment letter with Morgan Stanley as a financing provider, Morgan Stanley shall not enter into any agreement with any Strategic Partner pursuant to which Morgan Stanley agrees to (i) be the exclusive financing source for such Strategic Partner in connection with the Transactions, or (ii) not provide a Financing Package or other financing to any other Strategic Partner in connection with the Transactions. In the event

that Strategic Partners seek, and Morgan Stanley agrees, to negotiate the terms of such Financing Package prior to submission of their respective bids, the Company understands that Morgan Stanley will establish separate financing teams to work with each of the Strategic Partners that elected to pursue such Financing Package, and each such financing team will conduct due diligence with such Strategic Partner, including, without limitation, with respect to such Strategic Partner's plan and model for the Company. We will instruct the members of each such financing team (i) not to communicate about the Transactions with other firm personnel who are not staffed on their team (other than certain common resources, such as our senior business leaders, which may include, without limitation, heads of or senior members of bank loan and high yield capital markets and leveraged finance, equity and high yield research professionals, bank loan and high yield syndicate professionals, senior investment bankers with industry expertise (other than members of the Advisory Team), credit and credit ratings professionals, internal committee members, and legal, compliance and conflicts clearance departments), (ii) to save information in a drive or folder that only their Morgan Stanley team may access; (iii) to be careful about where they conduct conversations and access materials, particularly if they sit in close proximity to other firm personnel who are not staffed on their team; and (iv) in general, to safeguard confidential information and share such information exclusively with those that need to know such information. No person who is a member of the Advisory Team (as defined below) will become a member of a financing team, except with your prior written consent. None of the Morgan Stanley professionals that are part of any separate financing team working with Strategic Partners as described above will be members of the team of Morgan Stanley professionals providing advisory services to the Company (the "Advisory Team"). We will instruct the members of the Advisory Team (i) except as set forth in the following paragraph, not to communicate about the Transactions with the financing teams (other than certain common resources, such as our senior business leaders, which may include, without limitation, heads of or senior members of bank loan and high yield capital markets and leveraged finance, equity and high yield research professionals, bank loan and high yield syndicate professionals, senior investment bankers with industry expertise, credit and credit ratings professionals, internal committee members, and legal, compliance and conflicts clearance departments; provided that in no event shall any member of the Advisory Team share confidential information of the Company or strategic information regarding the Transaction with any member of any financing team); (ii) to save information in a drive or folder that the financing teams may not access; (iii) to be careful about where they conduct conversations and access materials, particularly if they sit in close proximity to firm personnel who are staffed on a financing team, and (iv) in general, to safeguard confidential information and share such information exclusively with those that need to know such information. Notwithstanding anything contained herein, during the term of this letter agreement, Morgan Stanley shall not act as M&A financial advisor to any party (other than the Company) in connection with a Transaction nor shall Morgan Stanley otherwise advise any party (other than the Company) specifically in connection with a Transaction without the Company's prior written consent. For the avoidance of doubt, the foregoing restriction does not apply to any activities on the "public" side of Morgan Stanley, such as investment management or wealth management services or other related services. In addition, in the event that, during the Tail Period, Morgan Stanley accepts any engagement to act as financial advisor to any party, other than the Company, or to arrange or provide financing to potential Strategic Partners in respect of a Transaction specifically in connection with such Transaction, then Morgan Stanley shall be deemed to

have waived its rights to receive compensation under this letter agreement during the Tail Period.

Notwithstanding anything herein to the contrary, Morgan Stanley agrees to comply with all restrictions and limitations applicable to it under FINRA Rule 5110(f) relating to any termination fees or rights of first refusal set forth herein, including that (a) any right of first refusal granted to Morgan Stanley hereunder to underwrite or participate in any future public offerings, private placements or any other financings that occur subsequent to the execution date of this letter agreement (a "ROFR") shall in no event (i) have a duration of more than two years from (x) the date of commencement of sales of the first public offering contemplated by the ROFR granted in this letter agreement or (y) the date this letter agreement is terminated, or (ii) provide for more than one opportunity to waive or terminate the ROFR in consideration of any payment or fee, and (b) in the event that you terminate this letter agreement and our services hereunder for Cause, you shall have no obligation with respect to such ROFR. In addition, the parties hereto mutually acknowledge and agree that any fees arising from underwriting services provided under a ROFR shall be customary for those types of services. In addition, notwithstanding anything herein to the contrary and for the avoidance of doubt, no termination fee is payable pursuant to this letter agreement with respect to any future public offerings of securities by you or any of your affiliates. For purposes hereof, the term "Cause" shall mean Morgan Stanley's or any of its affiliate's gross negligence, bad faith, or willful misconduct in the performance of its services hereunder.

In addition to any of the foregoing fees for professional services, we will separately bill our reasonable fees of outside counsel relating to the Transaction incurred from time to time, which fees shall not exceed \$200,000 in the aggregate without the Company's prior written consent, which written consent shall not be unreasonably withheld. Except with respect to such fees of outside counsel, Morgan Stanley and the Company have mutually agreed that Morgan Stanley will not seek expense reimbursement in connection with this engagement.

As you know, Morgan Stanley is a global financial services firm engaged in the securities, investment management and individual wealth management businesses. Our securities business is engaged in securities underwriting, trading, hedging and brokerage activities, foreign exchange, commodities and derivatives trading, prime brokerage, as well as providing investment banking, financing and financial advisory services. Morgan Stanley, its affiliates, directors and officers may at any time invest on a principal basis or manage funds that invest, hold long or short positions, finance positions, and may trade or otherwise structure and effect transactions, for their own account or the accounts of its customers, in debt or equity securities or loans of the Company, or any other company, or any currency or commodity, or instrument that may be involved in any of the transactions contemplated herein, or any related derivative instrument. Morgan Stanley and its affiliates may have provided, and may in the future seek to provide, financial advisory and financing services, in each case unrelated to the Transaction, for and may have received compensation from other parties now or that may become involved in any of the transactions contemplated herein. The Company acknowledges that the interests of Morgan Stanley and its affiliates engaged in providing such financial advisory and financing services may differ from those of the Company. Although Morgan Stanley in the course of its other activities and relationships may acquire information about the

Transaction or other entities and persons which may be the subject of the engagement contemplated by this letter agreement, Morgan Stanley shall have no obligation to disclose such information, or the fact that Morgan Stanley is in possession of such information, to the Company or to use such information on the Company's behalf.

The Company agrees that no claim shall be made by the Company (or by any of its subsidiaries or controlled affiliates or any of its or their respective directors, officers or employees) against Morgan Stanley and its affiliates and Morgan Stanley's and each affiliate's respective directors, officers, agents and employees and each other person, if any, controlling Morgan Stanley or its affiliates (each such entity or person being referred to as an "Exculpated Party") to recover, except to the extent that any losses, claims, demands or liabilities of any kind ("Liabilities") or expenses incurred in connection with, relating to or arising out of this letter agreement, the Transaction or any such person's role or services in connection therewith, are finally judicially determined to have resulted primarily from such person's bad faith, gross negligence or willful misconduct, and agrees that neither Morgan Stanley nor any other Exculpated Party shall have any liability (whether direct or indirect, in contract, in tort or otherwise) for, any Liabilities or expenses incurred in connection with, relating to or arising out of this letter agreement, the Transaction or any such person's role or services in connection therewith, except to the extent that any such Liabilities or expenses are finally judicially determined to have resulted primarily from such person's bad faith, gross negligence or willful misconduct.

The Company agrees, and represents to Morgan Stanley that, except to the extent inconsistent with applicable law or governmental or stock exchange regulation, or as may be otherwise waived in writing by Morgan Stanley, (a) if the Company enters into any agreement or arrangement with respect to confidentiality with any potential Strategic Partner, the Company shall require that any such agreement or arrangement shall provide for exculpation and indemnification of Morgan Stanley, in the form attached hereto as Exhibit A, (b) if the Company enters into any agreement or arrangement with respect to, or effects, any Transaction, the Company shall require that any such agreement or arrangement with respect to any Transaction will provide that the Strategic Partner or another party reasonably satisfactory to Morgan Stanley will provide indemnification and contribution in a form reasonably satisfactory to and for the benefit of Morgan Stanley and its affiliates, and Morgan Stanley's and each affiliate's respective directors, officers, agents and employees and each other person, if any, controlling Morgan Stanley or its affiliates with respect to this letter agreement, any Transaction and Morgan Stanley's role in connection therewith, and (c) the Company is responsible for responding to and defending any challenge by any party relating to the Company's authority to enter into, carry out or consummate any aspect of the Transaction.

Except as otherwise required by applicable law or governmental or stock exchange regulation (as reasonably determined by outside counsel to the Company), the Company will treat Morgan Stanley's advice, any material prepared by Morgan Stanley and the terms of the Agreement as confidential and will not disclose them to any third party (other than, on a confidential basis, to its counsel and other advisors in connection with a Transaction, subject always to the terms of the preceding sentence, it being understood that the Company will be responsible for any breach by such counsel or advisors of the provisions of this sentence) in any manner without Morgan Stanley's prior written approval, provided that the Company shall be entitled to utilize the Opinion in connection

with its defense of any action, suit or proceeding relating to any Transaction; provided, further, that the Company may reproduce the Opinion in full in any information statement which the Company must, under any applicable law, file with any government agency, distribute to its stakeholders, or disclose to any local or state government agency and where such filing or disclosure must include the Opinion, or as may reasonably be requested by, or deemed advisable by outside counsel to the Company in connection with a submission to, any governmental, regulatory or legislative body with oversight over a Transaction. In such event, the Company may also include references to Morgan Stanley and summarize the Opinion (in each case in such form as Morgan Stanley shall provide or pre-approve in writing, such approval not to be unreasonably withheld, conditioned, or delayed) in any such document. Morgan Stanley acknowledges that materials provided to the Company by Morgan Stanley in connection with this engagement may be released in response to a public records request pursuant to Florida law; provided that Morgan Stanley, in consultation with counsel to the Company, will be permitted to redact any information not subject to release (such as trade secrets), as permitted by Florida law, and may include appropriate language on all such materials limiting third party reliance with respect to such materials.

Morgan Stanley's financial advice and any material prepared by Morgan Stanley are intended solely for the benefit and use of the senior management and the Board of Directors of the Company (acting in their capacities as such) in considering any Transaction, is not on behalf of, and shall not confer rights or remedies upon, any employee, stakeholder (including without limitation, rate payers, tax payers and the City of Jacksonville) or creditor of the Company or any other person, and may not be used or relied upon for any other purpose (including, for the avoidance of doubt, for purposes of obtaining any approval that may be required in connection with a transaction). Morgan Stanley will act under this letter agreement as an independent contractor with duties and obligations solely to the Company and only as set forth in this letter agreement and not in any other capacity, including as a fiduciary.

It is understood that Morgan Stanley shall have no responsibility or liability to the Company, its affiliates or any other party involved in the Transaction in connection with the advice, opinions or actions of J.P. Morgan in connection with the Transaction and, further, neither Morgan Stanley nor J.P. Morgan shall have any responsibility or liability to the other in connection with the advice or opinions rendered by such party in connection with the Transaction.

Morgan Stanley and the Company each waives any right to trial by jury in any action, claim, suit or proceeding with respect to Morgan Stanley's engagement as financial advisor or its role in connection therewith.

The parties agree that any dispute concerning this letter agreement, the engagement or the confidentiality agreement (including any claim against any Morgan Stanley affiliate) will be resolved in the courts located in Duval County, Florida, and the Company submits to the exclusive jurisdiction of that Duval County for purposes of any such dispute and waives any objections to personal jurisdiction. Both parties agree that New York law applies to any dispute concerning this letter agreement or the engagement (including any claim against any Morgan Stanley affiliate), without regard to principles of conflicts of laws, except that the capacity, power and authority of the Company to enter into this Agreement shall be governed by the laws of the State of Florida.

Our services hereunder may be terminated with or without Cause by you or by Morgan Stanley at any time upon express written notice and without liability or continuing obligation to you or to us (except for any compensation earned and expenses incurred by us to the date of termination and except, in the case of termination by you, for (i) our right to fees pursuant to this letter with respect to the Transaction, if a definitive agreement is executed within 18 months of such termination (the "Tail Period") that subsequently results in a consummated Transaction or payment of a Break-Up Fee, unless the Company terminates this letter agreement for Cause, and (ii) our right to offer to be engaged in connection with any Alternative Transaction that the Company determines to effect, in each case within the Tail Period) and provided that the non-disclosure, governing law and jury trial waiver provisions will remain operative regardless of any such termination.

The parties hereto agree that the terms of this letter agreement shall cover any advice and services provided by Morgan Stanley to the Company prior to the Effective Date to the extent that such advice and services related to any of the matters addressed herein. This letter agreement and the related indemnity and confidentiality agreement represent the entire agreement between the Company and Morgan Stanley with respect to this engagement and may only be amended in writing. This letter agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. A signed copy of this letter agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this letter agreement.

If the terms of our engagement as set forth in this letter agreement are satisfactory, kindly sign the enclosed copy of this letter agreement and return them to us.

We look forward to working with the Company on this very important assignment.

Very truly yours,

MORGAN STANLEY & CO. LLC

By: 

Name: R. Todd Giardinelli

Title: Managing Director

Accepted and agreed to:

JEA

By: 

Name: Aaron Zahn

Title: Managing Director and Chief Executive Officer

By: 

Name: Ryan Wannemacher

Title: Chief Financial Officer

Date: 7/24/19

Exhibit A

Language for Third-Party NDAs:

The [Third Party] agrees that no claim shall be made by the [Third Party] (or by any of its subsidiaries or controlled affiliates or any of its or their respective directors, officers or employees) against the Company or any of its Representatives, (each such entity or person being referred to as an "Exculpated Party") to recover, and agrees that no Exculpated Party shall have any liability (whether direct or indirect, in contract, in tort or otherwise) for, any losses, claims, demands or liabilities of any kind ("Liabilities") or expenses incurred in connection with, relating to or arising out of this Agreement, the Transaction or any such person's role or services in connection therewith, except to the extent that any such Liabilities or expenses are finally judicially determined to have resulted primarily from such person's bad faith, gross negligence or willful misconduct. The [Third Party] further agrees to indemnify and hold harmless each of the Exculpated Parties (each such entity or person being referred to as an "Indemnified Person") from and against any Liabilities or expenses incurred in connection with, relating to or arising out of a breach of this Agreement by the [Third Party].

J.P.Morgan

July 24, 2019

STRICTLY CONFIDENTIAL

JEA
21 W. Church Street
Jacksonville, Florida
32202

Attention: Mr. Aaron Zahn, Managing Director and Chief Executive Officer
Mr. Ryan F. Wannemacher, Chief Financial Officer

Ladies and Gentlemen:

Pursuant to our recent discussions, we are pleased to confirm the arrangements under which J.P. Morgan Securities LLC ("J.P. Morgan") is engaged, together with the Co-Advisor (as defined below), by JEA (the "Company") to act as its financial advisor in connection with the Company's Invitation to Negotiate Various Strategic Alternatives and Partnerships (the "ITN") as well as its analysis and consideration of various potential Transactions (as defined below) that may result from the ITN. For purposes hereof, the term "Company Group" shall mean the Company, together with the (i) Electric System, which shall include the Bulk Power Supply System and JEA's interest in the Power Park (the "Electric Enterprise Fund"), and/or (ii) the Water and Sewer System, which shall include the District Energy System (the "Water and Sewer Enterprise Fund"), and including, for the avoidance of doubt, any subsidiary which owns or operates the Electric Enterprise Fund and/or the Water and Sewer Enterprise Fund or any entity to which any of the foregoing is transferred. The term "Strategic Transaction" shall mean, whether in one or a series of transactions, (a) any merger, consolidation, joint venture, or other business combination pursuant to which the business of any member of the Company Group is combined with that of any other person (any such person, together with its subsidiaries and affiliates, a "Strategic Partner"); or (b) the acquisition by a Strategic Partner, directly or indirectly, of substantially all of the assets, properties and/or businesses of any member of the Company Group, by way of a direct or indirect purchase, lease, license, exchange, joint venture, or other means; the term "Recapitalization Transaction" shall mean, whether in one or a series of transactions, (a) a public-private partnership between a Strategic Partner and the business of any member of the Company Group by way of a direct or indirect purchase, investment, lease, license, concession agreement, or other means; or (b) the reorganization or transfer of assets of any member of the Company Group to another member of the Company Group or to an entity established by the Company for the sole purpose thereof; and the term "Transaction" shall mean any one or more of a Strategic Transaction or a Recapitalization Transaction.

Section 1. Financial Advisory Services. During the term of this Agreement (as defined below), J.P. Morgan will:

(a) familiarize itself with the financial condition and business of the Company, including the Electric Enterprise Fund and the Water and Sewer Enterprise Fund, and assist the Company in reviewing the forecast of the Electric Enterprise Fund's and the Water and Sewer Enterprise Fund's projected operating performance prepared by the Company;

(b) together with the Company's legal counsel and tax and accounting advisors, advise and assist the Company in the management and administration of the ITN process;

383 Madison Avenue, New York, NY 10179

J.P. Morgan Securities LLC



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(c) together with the Company's legal counsel and tax and accounting advisors, assist the Company in its evaluation of the ITN responses and development of recommendations related to the optimal course of action;

(d) assist the Company in familiarizing any prospective Strategic Partner with the financial condition and business of the Company, including the Electric Enterprise Fund's and the Water and Sewer Enterprise Fund's business, as applicable, familiarize itself with the financial condition and business of any Strategic Partner, and advise and assist the Company in considering the relative merits and feasibility of one or more potential Transactions and the desirability of effecting a Transaction;

(e) assist the Company in preparing confidential information memorandums and supporting marketing materials for distribution to potential Strategic Partners, describing the business and financial condition of the Company, including the Electric Enterprise Fund and the Water and Sewer Enterprise Fund, as applicable;

(f) assist the Company in identifying and contacting potential Strategic Partners to ascertain their interest in a Transaction;

(g) provide recommendation on the appropriate structure, purchase price, and terms and conditions of a Transaction;

(h) advise and assist the Company with respect to the financial aspects of a Transaction;

(i) advise and assist the Company in its negotiation of the financial aspects of a Transaction;

(j) if requested, and if J.P. Morgan determines, in its judgment and consistent with its customary practice, that there are facts to support such materials, following public announcement of any Transaction, assist the Company in preparing materials to be shared with the Company's outside legal counsel on a confidential basis, setting forth the financial factors comprising the Company's underlying business purpose for the Transaction and describing the financial and strategic advantages of effecting the Transaction in comparison to the Company not pursuing a Transaction;

(k) assist the Company in coordinating site visits, meetings, negotiation and discussion sessions, due diligence sessions, management presentations and similar matters with potential Strategic Partners, including, if requested, assisting the Company in populating and administering a data room (containing information entirely provided by the Company) to be used in connection with a Transaction; and

(l) if requested by the Company, provide such other M&A financial advisory services in connection with the Transaction as may be agreed in writing between the Company and J.P. Morgan during the term hereof.

In addition, at the Company's request and subject to Section 3 of the attached Standard Terms and Conditions, J.P. Morgan may render an opinion (in writing if so requested) to the Company's Board of Directors (the "Opinion") as to the fairness to the Company, from a financial point of view, of the consideration to be paid in connection with a Transaction. The nature and scope of J.P. Morgan's investigation, as well as the scope, form and substance of the Opinion, shall be such as J.P. Morgan considers appropriate.

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The Company and J.P. Morgan agree that the Standard Terms and Conditions attached hereto form an integral part of this Agreement and are hereby incorporated herein by reference in their entirety. The Company further understands and agrees that J.P. Morgan shall provide its services independently from Morgan Stanley & Co. LLC (the "Co-Advisor") and that J.P. Morgan will not rely upon any services or work performed by the Co-Advisor. Accordingly, the Company agrees that J.P. Morgan shall have no liability to the Company for any actions or omissions of the Co-Advisor.

Section 2. Compensation. The fees payable to J.P. Morgan for the foregoing services shall be as follows:

(a) a retainer fee of \$100,000 per quarter, payable quarterly in arrears for each three-month period or portion thereof during the term of this Agreement, commencing on the Effective Date (as defined below);

(b) a fee of \$3.0 million, which becomes payable at the time J.P. Morgan delivers an Opinion, but which shall be paid upon the earlier of closing of a Transaction or termination or abandonment of a Transaction. To the extent that J.P. Morgan delivers more than one Opinion, the fee shall be \$2.25 million per Opinion. Any fee payable pursuant to this Section 2(b) is the "Opinion Fee". Fees related to delivery of an Opinion(s) shall be credited against any Transaction Fee (as defined below) or against any Break-up Fee (as defined below); provided that, in the event J.P. Morgan is unable to issue an Opinion, no Opinion Fee shall be payable;

(c) a fee (the "Transaction Fee"), (i) payable upon the closing of a Strategic Transaction, in an amount equal to the applicable percentage of the Net Consideration (as defined below) set forth below, against which any related Opinion Fee paid will be credited, to the extent not previously credited; provided that, if the Company requests an Opinion and J.P. Morgan does not deliver an Opinion, the Transaction Fee payable to J.P. Morgan shall be reduced by an amount equal to the greater of (A) the fee the Company pays to obtain an additional Opinion from another investment banking firm (other than the Co-Advisor) in an amount not to exceed \$3.0 million and (B) \$1.5 million:

If the Net Consideration (as defined below) is: Applicable % of Net Consideration

- | | |
|---|---|
| (a) Less than or equal to \$3.5 billion | 0.200% on such amount |
| (b) Greater than \$3.5 billion, but less than or equal to \$4.5 billion | the aggregate amount calculated in accordance with clause (a) above plus 0.275% on the amount in excess of \$3.5 billion, but less than or equal to \$4.5 billion |
| (c) Greater than \$4.5 billion, but less than or equal to \$5.5 billion | the aggregate amount calculated in accordance with clause (b) above plus 0.350% on the amount in excess of \$4.5 billion, but less than or equal to \$5.5 billion |
| (d) Greater than \$5.5 billion, but less than or equal to \$6.5 billion | the aggregate amount calculated in accordance with clause (c) above plus 0.425% on the amount in excess of \$5.5 billion, but less than or equal to \$6.5 billion |
| (e) Greater than \$6.5 billion | the aggregate amount calculated in accordance with clause (d) above plus 0.500% on the amount in |

excess of \$6.5 billion

; or (ii) payable upon the closing of a Recapitalization Transaction, in an amount equal to \$7.5 million; provided, further, that, if, in lieu of a Transaction, the Company, either directly or through any member of the Company Group, completes another transaction, other than a Transaction, with the assistance of J.P. Morgan, J.P. Morgan and the Company will negotiate in good faith appropriate compensation for J.P. Morgan, which will take into account, among other things, the results obtained and the custom and practice among investment banking firms of comparable standing acting in similar transactions;

(d) if any member of the Company Group receives any payment (the "Break-Up Fee") from another person (excluding any payment as an indemnity or as reimbursement of expenses or liabilities incurred in connection with a proposed Transaction) following or in connection with the termination, abandonment, or failure to occur of any proposed Transaction, then the Company shall pay to J.P. Morgan a fee in an amount equal to 12.5% of the Break-Up Fee (after deducting the Company's out-of-pocket expenses actually incurred in connection with a proposed Transaction; provided that no Transaction Fee or Break-Up Fee shall be considered out-of-pocket expenses for purposes hereof) upon the receipt by such member of the Company Group of the Break-Up Fee, less any fees paid by the Company pursuant to Section 2(b) and 2(c); provided that in no event shall the amount payable under this paragraph, together with any such other fees previously paid hereunder, exceed an amount equal to \$7.5 million.

J.P. Morgan will be entitled to receive the compensation provided for above if the events specified above occur (or, in the case of (c) or (d) above, an agreement is entered into which subsequently results in a consummated Strategic Transaction or payment of a Break-Up Fee) during the term of this Agreement or at any time within 18 months after expiration or termination of this Agreement, as the case may be (the "Tail Period"), unless J.P. Morgan terminates this Agreement or the Company terminates this Agreement for Cause (as defined herein). All fees payable hereunder are nonrefundable, but interim fees payable prior to closing of a Transaction, to the extent actually paid, except any fees paid or payable under Section 2(a), shall be credited towards the Transaction Fee. For purposes hereof, the term "Cause" shall mean J.P. Morgan's or any Designated Affiliate's (as defined below) gross negligence, bad faith, or willful misconduct in the performance of its services hereunder or a material breach of its obligations under this Agreement.

The term "Net Consideration" shall mean the total amount of cash and the fair market value of other property paid or payable in connection with a Transaction (including amounts paid into escrow) to any member of the Company Group, its customers or the City of Jacksonville, less, without duplication, (a) the fees and expenses of J.P. Morgan under this Agreement, (b) \$300 million, and (c) the principal amount of all indebtedness for borrowed money (including related defeasance costs, swap unwind costs and transaction costs) (collectively, "Indebtedness") of the Company outstanding immediately prior to consummation of the Strategic Transaction or, in the case of a sale of assets, all Indebtedness of the Company Group assumed by the Strategic Partner and, in any case, any Indebtedness of the Company Group retired or defeased by the Strategic Partner or issued to the Company Group or the City of Jacksonville in connection with the Strategic Transaction. Net Consideration shall also include, without duplication, the aggregate amount of any cash dividends or other distributions that are outside of the ordinary course and are declared and paid by the Company following the Effective Date, amounts paid by the Company to repurchase any of its securities, or to repay any of its other Indebtedness, in each case outstanding on the date hereof, only to the extent such dividend, repurchase, or repayment is effected in connection with, in response to, or in anticipation of a Transaction or a proposal with respect thereto, plus the sum of the nominal value of any and all rate credits paid or payable to ratepayers in connection with a Transaction, plus any economic development commitments paid or payable to the ratepayers and the City of Jacksonville in connection with a Transaction, and, in the case of a sale of assets, the value of any working capital of the Company (other

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than cash) not acquired by the Strategic Partner. For the avoidance of doubt, no element of Net Consideration shall be subject to double counting or shall otherwise be included more than once in determining Net Consideration.

Section 3. Other Assignments. In the event that, within two years of the date hereof (and prior to the consummation of a Strategic Transaction which constitutes a change in control of the Company or Recapitalization Transaction), the Company determines to issue any equity or debt securities through a public or a private placement, enter into a syndicated credit facility or other loan, or undertake any other type of investment banking transaction, other than a Transaction (including any merger, sale, acquisition, divestiture, joint venture or other business combination, any repurchase by the Company of a significant amount of its securities, any recapitalization of the Company, any spin-off, split-off or other extraordinary dividend of cash, securities or other assets of the Company, or any restructuring of debt securities of the Company (by consent, tender offer or otherwise)), the Company shall offer J.P. Morgan (which for purposes of this Section 3, shall include one or more of its Designated Affiliates) the right to make a proposal to act as manager and bookrunner in the case of any such offering, as placement agent in the case of any such placement, as arranger and bookrunner in the case of any such syndicated credit facility, as lender in the case of any other loan, and as financial advisor or dealer-manager, as applicable, in the case of any such restructuring of debt securities or other investment banking transaction. If J.P. Morgan agrees to act in any such capacity, the Company and J.P. Morgan will enter into the appropriate form of agreement relating to the type of transaction involved and containing customary terms and conditions acceptable to the Company and J.P. Morgan, including provisions relating to the scope of J.P. Morgan's services, J.P. Morgan's compensation or other appropriate financial arrangements and an indemnification of J.P. Morgan. Unless specifically covered by a separate agreement setting forth such arrangement, the provisions of Section 1 of the Standard Terms and Conditions shall apply to each such transaction. The Company acknowledges that the foregoing is neither an express nor implied commitment by J.P. Morgan to act in any such capacity or to purchase or place securities, or to provide or be responsible to provide any financing or other financial services or enter into any other principal transactions, which commitment shall only be set forth in a separate written agreement in customary form for the type of services being provided.

Section 4. Expenses and Payments. In addition to J.P. Morgan's fees for professional services, the Company agrees to reimburse J.P. Morgan for, and J.P. Morgan will separately bill its reasonable counsel fees and expenses associated with legal review of Florida statutes and any required administrative legal work related to the Transaction; provided that, if the Company requests J.P. Morgan to deliver an Opinion, the Company agrees to reimburse J.P. Morgan for, and J.P. Morgan will separately bill the fees and expenses of counsel to J.P. Morgan incurred in connection with the preparation and delivery of the Opinion and the preparation or review of any disclosure of the Opinion contemplated by Section 2(d) of the Standard Terms and Conditions; provided, however, that such reasonable fees and expenses of counsel retained by J.P. Morgan (including, but not limited to, in connection with the preparation and delivery of the Opinion and the preparation or review of any public disclosure of the Opinion contemplated by Section 2(d) of the Standard Terms and Conditions) shall not exceed \$200,000 in the aggregate without the Company's consent (such written consent not to be unreasonably withheld). At the Company's request, J.P. Morgan shall provide appropriate supporting documentation in connection with any expenses whose reimbursement is sought hereunder in a form customarily provided by J.P. Morgan for such purposes. For avoidance of doubt, it is understood that, if the Company requests J.P. Morgan to deliver more than one Opinion or the initial version of such public disclosure must be updated with respect to sections which mention J.P. Morgan, then the Company shall be responsible for reimbursing J.P. Morgan for external counsel expenses incurred in connection therewith. All amounts payable under this Agreement are quoted exclusive of value added or similar tax and shall be paid in immediately available funds in U.S. dollars, without setoff and without deduction for any withholding, value-added or other similar taxes, charges, fees or assessments. If the Company is obliged by law to make any deduction or withholding from any such payment or J.P. Morgan makes any payment of any

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taxes, fees, expenses, assessments or other charges (other than taxes imposed on or measured by net income, franchise taxes, and branch profits taxes, in each case, imposed as a result of J.P. Morgan being organized under the laws of, having its principal office in or branch out of which work is being performed with respect to this Agreement in, the jurisdiction imposing such tax), the amount due from the Company in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding or payment by J.P. Morgan, J.P. Morgan receives a net amount equal to the amount J.P. Morgan would have received had no such deduction or withholding or payment by J.P. Morgan been made. In the event of such deduction or withholding, the Company will deliver promptly to J.P. Morgan such tax receipts or other documentation as it may require.

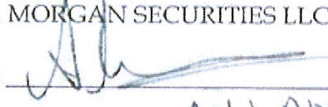
Section 5. Term. This Agreement will be effective as of July 23, 2019 (the "Effective Date") and will expire on the date twenty-four months after the Effective Date, unless earlier terminated by either party. This Agreement may be earlier terminated with or without cause by the Company or by J.P. Morgan at any time and without liability or continuing obligation to the Company or to J.P. Morgan (except for any accrued fees and expenses incurred by J.P. Morgan to the date of termination or expiration); provided that the provisions of Sections 2, 3 and 4 hereof and Sections 1, 2 and 4 of the Standard Terms and Conditions shall survive any termination or expiration of this Agreement.

Section 6. Municipal Advisor Rules. The Company acknowledges that J.P. Morgan may not be able to perform some of the services the Company may request of J.P. Morgan from time to time to the extent that such services would cause J.P. Morgan to be considered a "municipal advisor" under SEC Rel. No. 34-70462 (Sept. 20, 2013) (such final rules and to the extent referenced therein, Section 975, the "Municipal Advisor Rules") implementing Section 975 ("Section 975") of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

If the terms of our engagement as set forth in this Agreement are satisfactory, kindly sign the enclosed copy of this letter and return it to the undersigned. We look forward to working with the Company on this assignment.


Very truly yours,

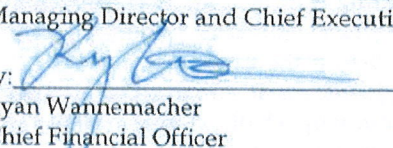
J.P. MORGAN SECURITIES LLC

By: 
ANU ANAND
Managing Director

Accepted and Agreed as of
the Date First Written Above:

JEA

By: 
Aaron Zahn
Managing Director and Chief Executive Officer

By: 
Ryan Wannemacher
Chief Financial Officer

Enclosure

JEA
July 24, 2019

STANDARD TERMS AND CONDITIONS

The following standard terms and conditions shall be incorporated by reference into the engagement letter, dated July 23, 2019, between JEA and J.P. Morgan Securities LLC to which these terms are attached (the "Engagement Letter"). Capitalized terms used below without definition shall have the meanings assigned to them in the Engagement Letter and any references herein to the "Agreement" shall mean the Engagement Letter together with these Standard Terms and Conditions.

Section 1. Exculpation and Representations.

(a) The Company agrees that no claim shall be made by the Company (or by any of its subsidiaries or controlled affiliates or any of its or their respective directors, officers or employees) against J.P. Morgan, its affiliates, directors, officers, agents and employees and each other person, if any, controlling J.P. Morgan or its affiliates (each such entity or person being referred to as an "Exculpated Party") to recover, except to the extent that any losses, claims, demands or liabilities of any kind ("Liabilities") or expenses incurred in connection with, relating to or arising out of this Agreement, the Transaction or any such person's role or services in connection therewith, are finally judicially determined to have resulted primarily from such person's bad faith, gross negligence or willful misconduct, and agrees that neither J.P. Morgan nor any other Exculpated Party shall have any liability (whether direct or indirect, in contract, in tort or otherwise) for, any Liabilities or expenses incurred in connection with, relating to or arising out of this Agreement, the Transaction or any such person's role or services in connection therewith, except to the extent that any such Liabilities or expenses are finally judicially determined to have resulted primarily from such person's bad faith, gross negligence or willful misconduct.

(b) The Company agrees, and represents to J.P. Morgan that, except to the extent inconsistent with applicable law or governmental or stock exchange regulation, or as may be otherwise waived in writing by J.P. Morgan, (a) if the Company enters into any agreement or arrangement with respect to confidentiality with any potential bidder, the Company shall require that any such agreement or arrangement shall provide for exculpation and indemnification of J.P. Morgan in the form attached as Exhibit A hereto, (b) if the Company enters into any agreement or arrangement with respect to, or effects, any Transaction, the Company shall require that any such agreement or arrangement with respect to any Transaction will provide that the Strategic Partner or another party reasonably satisfactory to J.P. Morgan will provide indemnification and contribution in a form reasonably satisfactory to and for the benefit of J.P. Morgan, its affiliates, directors, officers, agents and employees and each other person, if any, controlling J.P. Morgan or its affiliates with respect to the Agreement, any Transaction and J.P. Morgan's role in connection therewith, and (c) the Company is responsible for responding to and defending any challenge by any party relating to the Company's authority to enter into, carry out or consummate any aspect of the Transaction.

Section 2. Financial Advisory Role, Information, Reliance, Confidentiality, etc.

(a) The Company understands that J.P. Morgan is acting solely as a financial advisor to the Company, is acting as an independent contractor and is not undertaking to provide any legal, accounting or tax advice in connection with its engagement under the Agreement and that J.P. Morgan's role in any due diligence will be limited solely to performing such review as it shall deem necessary to support its own advice and analysis and shall not be on behalf of the Company. The Company agrees that it shall not assert any claim that J.P. Morgan is acting as a fiduciary to the Company in connection with its engagement under the Agreement.

(b) During the term of this Agreement, the Company agrees to use commercially reasonable efforts to provide to J.P. Morgan all information reasonably requested by J.P. Morgan for the

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purpose of its engagement under the Agreement and also to provide reasonable access to employees and directors of the relevant members of the Company Group. The Company also agrees that the Company shall notify J.P. Morgan, in writing, in the event it expects to treat the consummated Transaction as a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b), and the applicable category of "reportable transaction." J.P. Morgan shall be entitled to rely upon and assume, without any obligation of independent verification, the accuracy and completeness of all information that is publicly available and of all information that has been furnished to it by, or on behalf of, the Company Group or any Strategic Partner or otherwise reviewed by J.P. Morgan, and J.P. Morgan shall not assume any responsibility or have any liability therefor. In providing any financial advice as described in the Engagement Letter, J.P. Morgan will rely on the commercial assessments of the Board of Directors of the Company with respect to any Transaction. The decision as to whether or not the Company enters into a Transaction is one that can only be taken by the Company. J.P. Morgan has no obligation to conduct any appraisal of any assets or liabilities or to evaluate the solvency of any member of the Company Group or any Strategic Partner under any applicable laws relating to bankruptcy, insolvency or similar matters. It is specifically agreed that the Company shall be solely responsible for the accuracy and completeness of the memorandum referred to in Section 1(b) of the Engagement Letter.

(c) In order to enable J.P. Morgan to bring relevant expertise to bear on its engagement under the Agreement from among its global affiliates, the Company agrees that J.P. Morgan may share information obtained, directly or indirectly, from the Company Group hereunder with its affiliates who need to know such information in connection with J.P. Morgan's performance of its services hereunder, and may perform such services in conjunction with its affiliates ("Designated Affiliates"), and that any Designated Affiliates performing services hereunder shall be entitled to the benefits and subject to the terms of the Agreement, it being understood that J.P. Morgan will be responsible for any breach of this Agreement by its Designated Affiliates. The Company agrees that, following the earlier of public announcement or closing of any Transaction, J.P. Morgan may, at its option and expense, and upon the prior written approval of the Company, as to form and substance (which consent shall not be unreasonably withheld) place an advertisement or announcement in such newspapers and periodicals as it may determine describing J.P. Morgan's role as financial advisor to the Company. The Company agrees that any press release it may issue announcing a Transaction will contain a reference to J.P. Morgan's role as financial advisor to the Company in connection with such Transaction, and that J.P. Morgan shall have the right to review and pre-approve any reference to it or its role as financial advisor to the Company under the Agreement in any public statement made by any member of the Company Group (such approval not to be unreasonably withheld).

(d) J.P. Morgan's financial advice and any material prepared by J.P. Morgan are intended solely for the benefit and use of the senior management and the Board of Directors of the Company (acting in their capacities as such) in considering a Transaction, is not on behalf of, and shall not confer rights or remedies upon, any stakeholder or creditor of the Company Group or any other person, and may not be used or relied upon for any other purpose (including, for the avoidance of doubt, for purposes of obtaining any approval that may be required in connection with a Transaction). Except as otherwise required by applicable law or governmental or stock exchange regulation (as reasonably determined by outside counsel to the Company), the Company will treat J.P. Morgan's advice, any material prepared by J.P. Morgan and the terms of the Agreement as confidential and will not disclose them to any third party (other than, on a confidential basis, to its counsel and other advisors in connection with a Transaction, subject always to the terms of the preceding sentence, it being understood that the Company will be responsible for any breach by such counsel or advisors of the provisions of this sentence) in any manner without J.P. Morgan's prior written approval; provided that the Company shall be entitled to utilize the Opinion in connection with its defense of any action, suit or proceeding relating to the Transaction; provided, further, that the Company may reproduce the Opinion in full in any information statement which the Company must, under any applicable law, file with any government agency, distribute to its stakeholders, or disclose to any local or state government agency and where such

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filing or disclosure must include the Opinion, or as may reasonably be requested by, or deemed advisable by outside counsel to the Company in connection with a submission to, any governmental, regulatory or legislative body with oversight over a Transaction. In such event, the Company may also include references to J.P. Morgan and summarize the Opinion (in each case in such form as J.P. Morgan shall provide or pre-approve in writing, such approval not to be unreasonably withheld, conditioned, or delayed) in any such document. J.P. Morgan acknowledges that materials provided to the Company by J.P. Morgan in connection with this engagement may be released in response to a public records request pursuant to Florida law; provided that J.P. Morgan, in consultation with counsel to the Company, will be permitted to redact any information not subject to release (such as trade secrets), as permitted by Florida law, and may include appropriate language on all such materials limiting third party reliance with respect to such materials.

(e) Notwithstanding any other provision herein, the Company and each of its employees, representatives or other agents may disclose to any and all persons, without limitation of any kind, the U.S. income and franchise tax treatment and the U.S. income and franchise tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses, if any) that are provided to the Company relating to such tax treatment and tax structure insofar as such treatment and/or structure relates to a U.S. income or franchise tax strategy, if any, provided to the Company by J.P. Morgan or its affiliates.

Section 3. Other Business Relationships.

(a) The Company understands that J.P. Morgan and its affiliates (collectively, "Morgan") comprise a full service securities firm and a commercial bank engaged in securities trading and brokerage activities, as well as providing investment banking, asset management, financing, and financial advisory services and other commercial and investment banking products and services to a wide range of corporations and individuals. In the ordinary course of Morgan's trading, brokerage, asset management, and financing activities, Morgan may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities, loans or other financial instruments of any Strategic Partner, the Company Group or any other entity with interests with respect to a Transaction. Morgan recognizes its responsibility for compliance with applicable securities laws in connection with such activities.

(b) In addition, Morgan may have and may in the future have investment and commercial banking, trust and other relationships with parties other than the Company, which parties may have interests with respect to the Company Group, a Strategic Partner or a Transaction. Notwithstanding anything contained herein, during the term of the Agreement, Morgan shall not (i) act as M&A financial advisor to any party (other than the Company) in connection with a Transaction or (ii) absent the Company's consent (not to be unreasonably withheld) arrange and/or provide financing to potential Strategic Partners specifically in connection with a Transaction; provided that the foregoing shall not in any event apply to (A) any credit facilities to which Morgan is a party in effect as of the date hereof or (B) any new credit facility, amendment to an existing credit facility, or debt or equity securities offering the proceeds of which are not restricted, in each case so long as Morgan is not aware that the proceeds of any such financing will be used for the purpose of financing a Strategic Partner specifically in connection with a Transaction. In addition, nothing in this Agreement shall be deemed to restrict (C) any ordinary course sales and trading activity undertaken by employees who have not had access to the information received by J.P. Morgan under the Agreement or (D) any private banking or investment management services undertaken by employees who have not had access to the information received by J.P. Morgan under the Agreement. In addition, in the event that, during the Tail Period, Morgan accepts any engagement to act as M&A financial advisor to any party, other than the Company, or to arrange or provide financing to potential Strategic Parties in respect of a Transaction specifically in connection with such Transaction, in either case, in respect of which engagement fees are payable to J.P. Morgan, then J.P. Morgan shall be deemed to have waived its rights to receive compensation under Section 2 of the Engagement Letter during the Tail Period. Although Morgan, in the course of its other relationships, may acquire information about the Company Group, a Transaction, a Strategic Partner or such other parties, Morgan shall have no obligation to disclose such information, or the fact that Morgan is in possession of such information, to the Company or to use such information on the Company's behalf. Furthermore, Morgan may have fiduciary or other relationships whereby Morgan may exercise voting power over securities of various persons, which securities may from time to time include securities of the Company Group, a Strategic Partner, or others with interests with respect to a Transaction. The Company acknowledges that Morgan may exercise such powers and otherwise perform its functions in connection with such fiduciary or other relationships without regard to its relationship to the Company hereunder.

(c) Specifically, the Company acknowledges its understanding that Morgan, in its principal capacity, or portfolio companies in which Morgan has investments, or certain investment funds managed or advised by Morgan (collectively, the "Morgan Investor"), may have passive, non-controlling minority equity investments in one or more potential Strategic Partners. The Company further acknowledges and agrees that, in the event that the Morgan Investor holds such an interest in the ultimate Strategic Partner in the Transaction and, in the reasonable judgment of J.P. Morgan, the investment held by the Morgan Investor in the Strategic Partner in the Transaction is material, J.P. Morgan may not be in a position to render the Opinion referred to in the Engagement Letter or may require, as a condition to rendering the Opinion, that the Company obtain an additional Opinion from

JEA
July 24, 2019

another investment banking firm (other than the Co-Advisor), the Transaction Fee payable to J.P. Morgan shall be reduced by the fee the Company pays to obtain an additional Opinion from another investment banking firm (other than the Co-Advisor) in an amount not to exceed \$3,000,000. The Company acknowledges its understanding that the interests of the Morgan Investor may differ from those of the Company with respect to the timing, pricing and terms and conditions of a Transaction and otherwise, and the Company expressly waives any conflicts of interest which may result from J.P. Morgan's multiple roles as financial advisor to the Company hereunder and as the Morgan Investor or an affiliate thereof (or of its fund manager or fund advisor). In addition, the Company acknowledges its understanding that no advice or recommendation rendered by J.P. Morgan hereunder shall be deemed a representation that the Morgan Investor (or Morgan in its capacity as manager of or advisor to the Morgan Investor) would approve a Transaction structured in accordance with such advice if its approval were required.

(d) Subject to applicable confidentiality obligations, J.P. Morgan agrees to disclose to the Board of Directors of the Company certain information concerning the depth and breadth of Morgan's material business relationships with the Company and certain potential Strategic Partners as described in this sub-paragraph (d) for the two years preceding the date of such disclosure. J.P. Morgan shall provide the foregoing disclosure at the time that the Board of Directors of the Company is deciding which potential Strategic Partner will be invited to final round negotiations with the Company in connection with a Strategic Transaction. Further, J.P. Morgan confirms that it maintains multiple client relationships across industries and regions and across different product groups, and has, and is required to maintain, conflicts procedures that are designed to identify, manage and monitor potential conflicts of interest. As such, J.P. Morgan has in place policies and procedures which are designed (i) to prevent disclosure of confidential client information outside the firm, (ii) to prevent confidential client information from being used for the benefit of other J.P. Morgan clients, and (iii) to identify and manage potential conflicts of interest. These policies expressly prohibit disclosure of confidential client information outside the firm. These policies also require that confidential client information be disseminated internally only on a need-to-know basis. In addition, J.P. Morgan can confirm that it has a system designed to identify, analyze and avoid or mitigate conflicts of interest which may arise as a result of our multiple relationships with clients around the world who may have competing interests in respect of a particular transaction, including the imposition of walls and information barriers between different product groups and, where appropriate, between deal teams in the same product group. In particular, J.P. Morgan confirms that Morgan officers, directors and employees who have received confidential information and who are providing M&A financial advisory services to the Company hereunder shall not be included in, or share information with, any Morgan deal teams arranging and/or providing financing to any Strategic Partner or the Morgan Investor, save with the Company's consent or where the Company has permitted the disclosure of such information to Strategic Partners and their financing sources generally. J.P. Morgan confirms it understands no Strategic Partner will be directed to, and J.P. Morgan will not require that any Strategic Partner, use Morgan for purposes of providing financing in respect of a Transaction and, for the avoidance of doubt, each of the Company and J.P. Morgan agrees that bids will be considered fully on their merits, whether or not consent in respect of clause (b) above is granted.

Section 4. Miscellaneous.

(a) The Agreement may not be assigned by the Company or J.P. Morgan without the prior written consent of the other. The Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter thereof, supersedes all prior agreements with respect thereto, has been duly authorized and executed by each of the parties hereto and constitutes the legal, binding obligation of each such party.

(b) The Agreement may only be enforced by the parties to it and, with the prior written consent of J.P. Morgan, by any Indemnified Person (for whom the provisions of the Agreement are intended to confer a benefit). Any amendment of the Agreement shall be in writing signed by each of

JEA
July 24, 2019

the parties hereto and the consent of any Indemnified Person other than J.P. Morgan to any amendment, rescission or termination of the Agreement shall not be required. The Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

(c) The Agreement, and any claim, controversy or dispute arising under or related to the Agreement, shall be governed by and construed in accordance with the laws of the State of New York without reference to principles of conflicts of law, except that the capacity, power and authority of the Company to enter into this Agreement shall be governed by the laws of the State of Florida. Each of the Company and J.P. Morgan irrevocably and unconditionally submits to the exclusive jurisdiction and venue of any State or Federal court sitting in Duval County, Florida over any action, suit, proceeding, claim or controversy (including without limitation any derivative claim) arising out of or relating to this Agreement, any Transaction or any other matter contemplated hereby. Each of the Company and J.P. Morgan irrevocably and unconditionally waives any objection to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. J.P. Morgan and the Company (on its own behalf and, to the extent permitted by law, on behalf of its shareholders) each waives any right to trial by jury in any action, claim, suit or proceeding with respect to J.P. Morgan's engagement as financial advisor to the Company under the Agreement or its role in connection herewith. Notwithstanding anything to the contrary contained in the Agreement, the Company shall have absolute discretion to refuse to discuss or negotiate a Transaction with any party, approve or reject any and all offers or terms of any offer, and may terminate negotiations with any party at any time, all for any reason (or no reason) whatsoever.

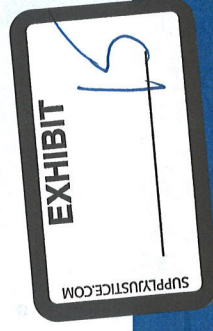
JEA
July 24, 2019

Exhibit A

The Bidder agrees that no claim shall be made by the Bidder (or by any of its subsidiaries or controlled affiliates or any of its or their respective directors, officers or employees) against the Company or any of its Representatives, (each such entity or person being referred to as an "Exculpated Party"), to recover, and agrees that no Exculpated Party shall have any liability (whether direct or indirect, in contract, in tort or otherwise) for any losses, claims, demands or liabilities of any kind ("Liabilities") or expenses incurred in connection with, relating to or arising out of this Agreement, the Transaction or any such person's role or services in connection therewith, except to the extent that any such Liabilities or expenses are finally judicially determined to have resulted primarily from such person's bad faith, gross negligence or willful misconduct. The Bidder further agrees to indemnify and hold harmless each of the Exculpated Parties (each such entity or person being referred to as an "Indemnified Person") from and against any Liabilities or expenses incurred in connection with, relating to or arising out of a breach of this Agreement by the Bidder.



INVITATION TO NEGOTIATE #127-19 FOR STRATEGIC ALTERNATIVES



August 2, 2019

To All Qualified and Interested Parties,

JEA is pleased to present the opportunity described herein.

The objective of this Invitation to Negotiate (this "ITN") is to evaluate proposals on strategic alternatives, subject to the minimum requirements JEA has set forth in the Strategic Alternatives Process Section of this ITN, that are aligned with JEA's goal of maximizing customer, community, environmental, and financial value over the long term. JEA will consider proposals that build upon JEA's strengths and seek to eliminate certain existing business constraints.

The once-static utility industry is rapidly becoming a dynamic and transformative sector, forcing utilities to innovate to meet changing customer demands. Over the last decade, JEA has been significantly impacted by trends in energy efficiency. While 2017 electricity sales were 30% lower than forecasted back in 2006, customer rates increased by 71% from 2006 – 2018. With the industry facing an unprecedented transformation, JEA is seeking the strategic flexibility to adapt to achieve its vision of the future and provide a unique and valuable platform for growth.

JEA is the eighth-largest government-owned utility company in the U.S. and the largest in Florida. The future of JEA is of critical importance given the more than 466,000 electric customers, 359,000 water customers and 270,000 wastewater customers who rely on JEA services.

More information on JEA's business, the City of Jacksonville (the "City" or "Jacksonville") and JEA's long term objectives can be found throughout this ITN.

JEA is pleased to present this exciting, once-in-a-generation opportunity to transform Northeast Florida and protect future generations of our community. JEA appreciates your interest and Reply.

Sincerely,

April Green

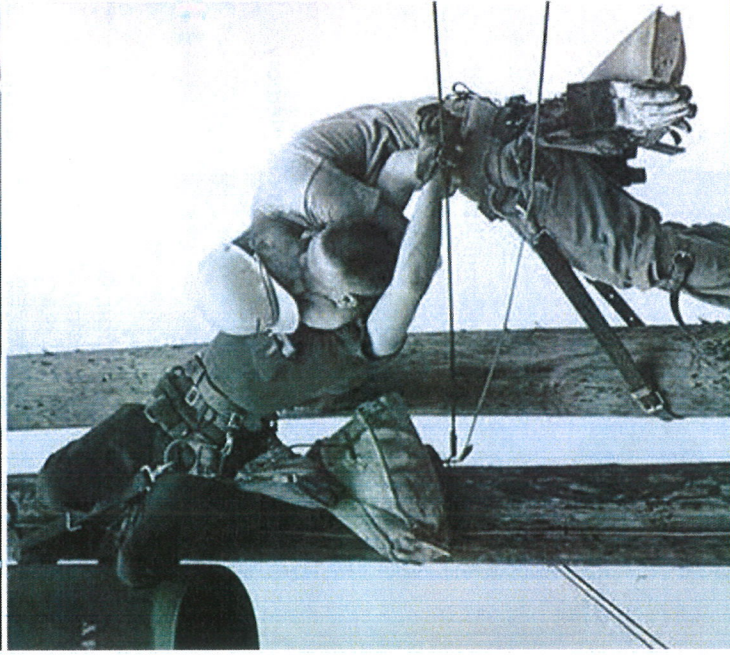
Board of Directors Chair,
JEA



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BUSINESS HIGHLIGHTS

JEA | ITN FOR STRATEGIC ALTERNATIVES | ITN# 127-19

Business Highlights

1

Unique Opportunity of Scale

- Largest government-owned utility in Florida
- Eighth-largest government-owned utility in the U.S.
- Top 10 water and wastewater utility in the U.S.

2

High-Quality Asset with Attractive Investment Dynamics

- Top-quartile utility in customer satisfaction, as rated by JD Power
- Industry leading operational metrics (Case Executive Management Information System, Recordable Incident Rate, Emissions, etc.)

3

Significant Asset Base with Attractive Investment Dynamics

- \$1,050 million of capital invested in the utility over the past three years; \$500 million in the electric system ("Electric System") and \$550 million in the water system ("Water and Wastewater Systems")
- Net capital plant of ~\$5.4+ billion: ~\$2.7 billion at the Electric System and ~\$2.7 billion at the Water and Wastewater Systems
- ~\$2.6 billion capital expenditure program planned over the next five years¹

4

Stable, Low-Risk Regulatory Environment

- Mature core utility business with low operating risk
- Utility business historically characterized by high barriers to entry and limited exposure to economic cycles
- Constructive utility regulatory environment

5

Large, Growing Jacksonville Metropolitan Statistical Area ("MSA")

- Seventh-largest population gain in 2018 amongst U.S. cities
- Labor market thriving with unemployment rate of 3.0%, below both Florida and national unemployment rates
- No state personal income tax

6

Untapped Opportunities with Ability to be Leading Nationwide Platform

- Significant capital investment opportunity in the electric grid to enable renewables and distributed energy resources integration
- Potential to significantly grow the Water System territory and establish nationwide platform
- Opportunity to implement innovative rate design to capture additional revenue

Non-Traditional:

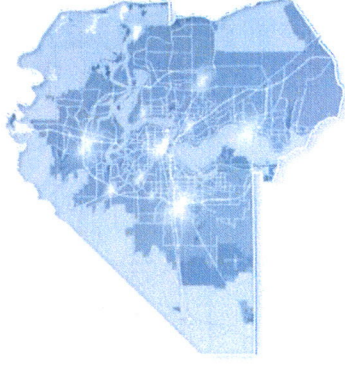
- Clear demand for distributed generation solutions across customer base
- Opportunity to provide full suite of electric vehicle services and infrastructure
- Fully leverage data analytics and artificial intelligence to provide customers with behind-the-meter products and services and to better manage and monetize the grid
- Establish JEA as a technology-enabled platform to efficiently operate energy and water infrastructure assets

¹ JEA Board of Directors Board Package June 25, 2019

Business Highlights (cont'd)

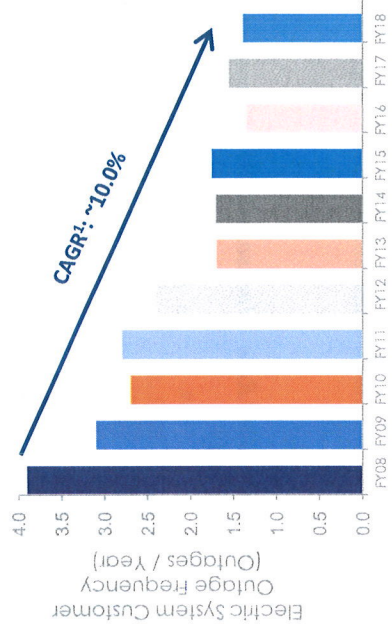
1 Unique Opportunity of Scale

- One of the largest multi-use, government-owned utilities in the U.S. and the largest in Florida
- Comprised of a fully integrated Electric System, the Water and Wastewater Systems, and four strategically located chilled water operations (the "District Energy System")
- 900 square mile service territory in the Jacksonville MSA, which is home to 1.5 million residents, military installations, government authorities, and Fortune 500 corporations
- Unique generational opportunity due to the size and diversity of JEA's assets, operations, and customers, coupled with the attractive economics of the Jacksonville market



2 High Quality Asset with Attractive Investment Dynamics

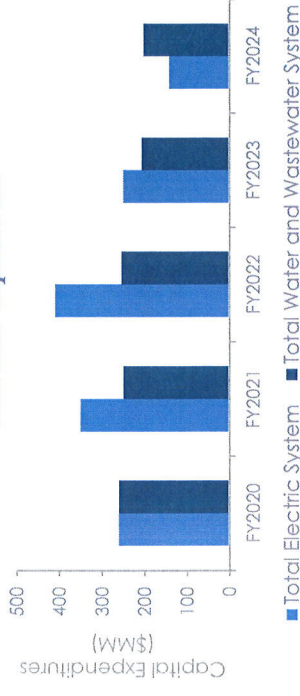
- Generated ~\$1.8 billion in revenue, \$752.9 million in EBITDA and 2.5x combined debt service coverage for the fiscal year ended September 30, 2018
- Sustained reduction in outage duration and frequency over the past 11 years for the Electric System
- Less than 2% of the Water and Wastewater Systems customer base experiences unplanned outages
- Top-quartile utility in customer satisfaction, as rated by JD Power



3 Significant Asset Base with Attractive Investment Dynamics

- Net capital assets as of March 2019 were ~\$2.7 billion for the Electric System and ~\$2.7 billion for the Water and Wastewater Systems, for a total net capital plant of ~\$5.4 billion
- ~\$1,050 million invested between the Electric System and Water and Wastewater Systems over the past 3 years
- Forecasted to invest ~\$2.6 billion in capital expenditure from 2020E – 2024E²
 - This investment will enable investors to capture attractive returns, while improving system reliability
- Established integrated "one water" approach to water quality and supply issues

Five Year Capital Plan

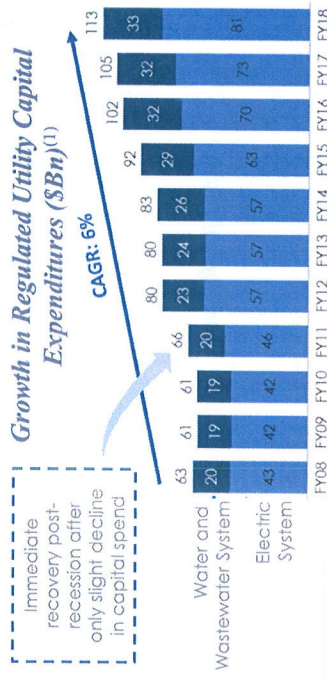


1. Compound annual growth rate ("CAGR")
2. JEA Board of Directors Board Package June 25, 2019

Business Highlights (cont'd)

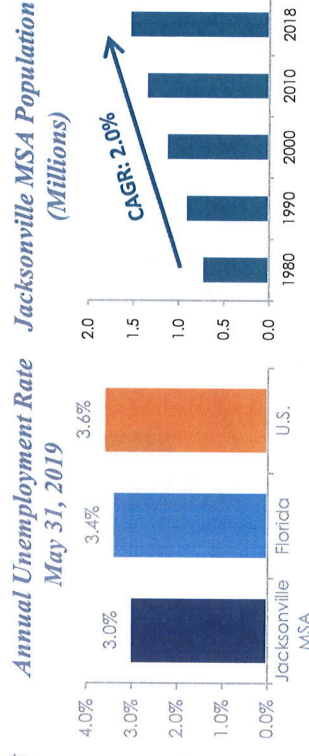
4 Stable, Low-Risk Regulatory Environment

- Utility business historically characterized by high barriers to entry and limited exposure to economic cycles
- Multi-use utility structure offers diversified risk profile across multiple utility systems
- Constructive regulatory environment established by the Florida Public Service Commission ("FPSC") has provided the ability for neighboring investor-owned utilities to be permitted a reasonable opportunity to earn authorized returns



5 Large, Growing Jacksonville MSA

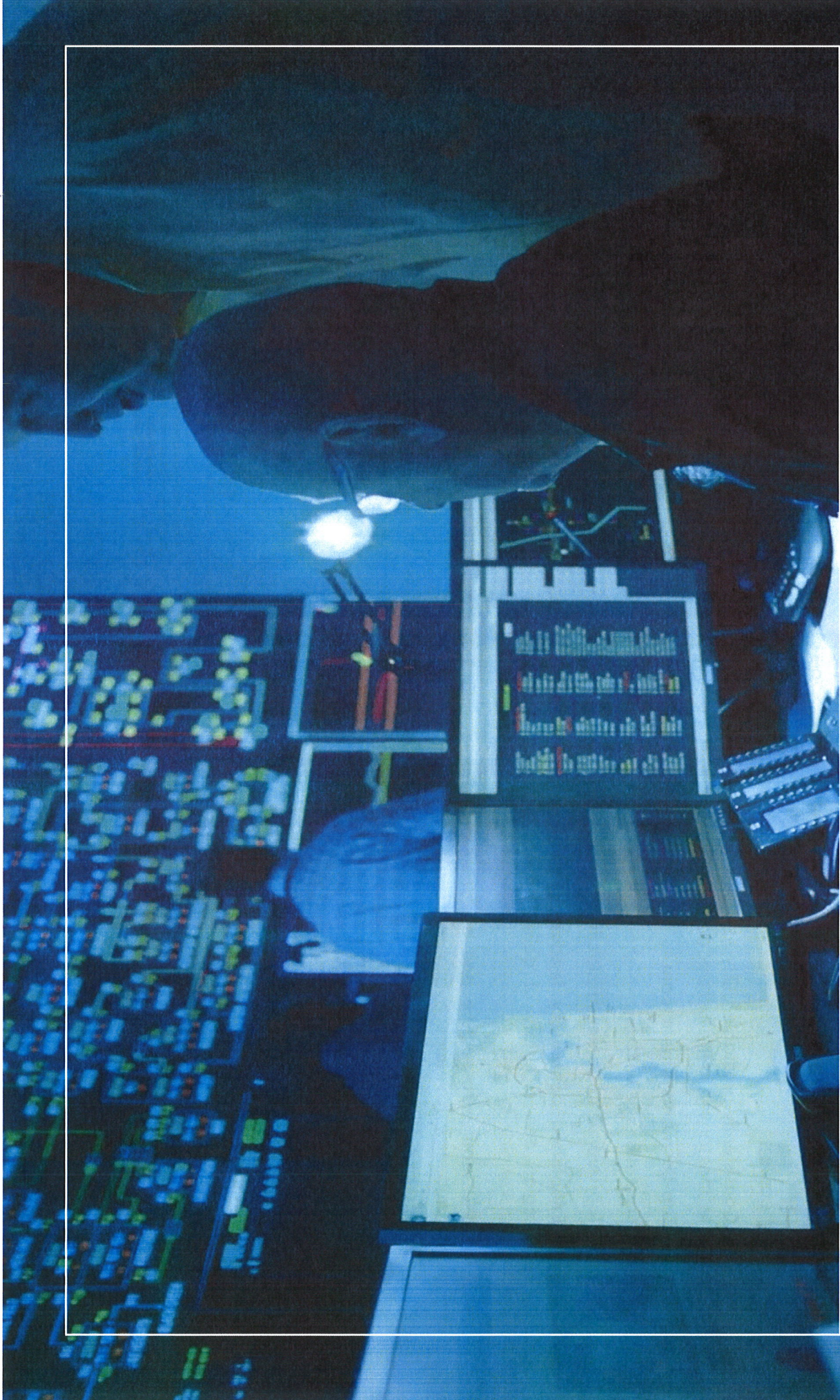
- Jacksonville is one of the fastest growing cities in the U.S., posting the nation's 13th largest population gain in 2017 and 7th largest population gain in 2018
 - Population growth is forecasted to continue at an average annual pace of approximately 1.3% per year through 2024, outpacing the national average of 0.6% over that same period
- Jacksonville's labor market is thriving, with an unemployment rate of 3.0%, which is below both the Florida and national unemployment rates
- Over the next several years, the Jacksonville economy is expected to outperform the Florida and national economies



6 Untapped Opportunities with Ability to be Leading Nationwide Platform

- JEA, as a core infrastructure service provider, can expand on its current position and harness new revenue growth – both traditional and non-traditional
- Traditional opportunities include investing to modernize the grid and expand the water network and/or developing innovative rate designs (e.g., fixed rates, locational pricing)
- Non-traditional opportunities could include building a distributed generation development business (e.g., providing solar installation, maintenance, and financing services for customers), scaling core energy and water businesses (e.g., becoming a water utility for territories around the U.S.), accelerating on and off transportation electrification platform, establishing an energy marketplace for efficient appliances and "smart" technologies, and monetization of JEA's unique customer relationship with real-time data





THE JEA OPPORTUNITY

JEA | ITN FOR STRATEGIC ALTERNATIVES | ITN# 127-19

The JEA Opportunity

A recapitalization of JEA is a unique, once-in-a-generation opportunity

- JEA is an established, high-performing multi-utility:
 - 125-year-old **established** electric, water, wastewater, and chilled-water system serving a growing territory of 1.5 million people
 - Consistently profitable** utility that has contributed over \$1B to Jacksonville in the last decade
 - Top-tier management team**
 - Operationally well run** in relation to peers
 - Top-quartile customer satisfaction**, as rated by JD Power
 - Established community leadership position in a growing region and a history of delivering value** to community stakeholders
- JEA is the **ideal infrastructure and customer platform to unlock growth and new revenues** available as a result of technology disruption in the power and water sectors
- JEA's current business constraints prevent it from capitalizing on tremendous growth potential
 - Expertise in core business provides **platform for geographic and tangential market expansion of its operations and services**, but JEA is currently restricted to existing service territory due to governmental constraints as a public entity
 - While major U.S. utilities can earn as much as 20% of their revenue from **unregulated sources**, laws restricting governmental entities prevent it from operating certain new businesses and building out the full potential for customer services



J.D. POWER
ELECTRIC RESIDENTIAL CUSTOMER
SATISFACTION
First Quartile, 2019



CHARTWELL
BEST PRACTICES IN OUTAGE
COMMUNICATIONS
2019 Silver Award



INTERNATIONAL LINEMAN MUSEUM &
HALL OF FAME 2019 INDUCTEE



RELIABLE PUBLIC POWER PROVIDER
2019 RP3 DIAMOND DESIGNATION



FLORIDA WATER ENVIRONMENT ASSOCIATION
2019 EARL B. PHELPS AWARD 2019 EXCELLENCE IN
BENCHMARKING
2018 SAFETY AWARD



FIRST COAST WORKSITE WELLNESS COUNCIL
2019 HEALTHIEST COMPANIES Platinum Level



FLORIDA MUNICIPAL ELECTRIC
ASSOCIATION TOP THREE PLACEMENT, ALL
EVENTS
2nd Place Overall, 2019



TREE LINE USA TREE LINE USA
DESIGNATION AWARD 8-time Recipient



FORBES
2019 AMERICA'S BEST EMPLOYERS LIST

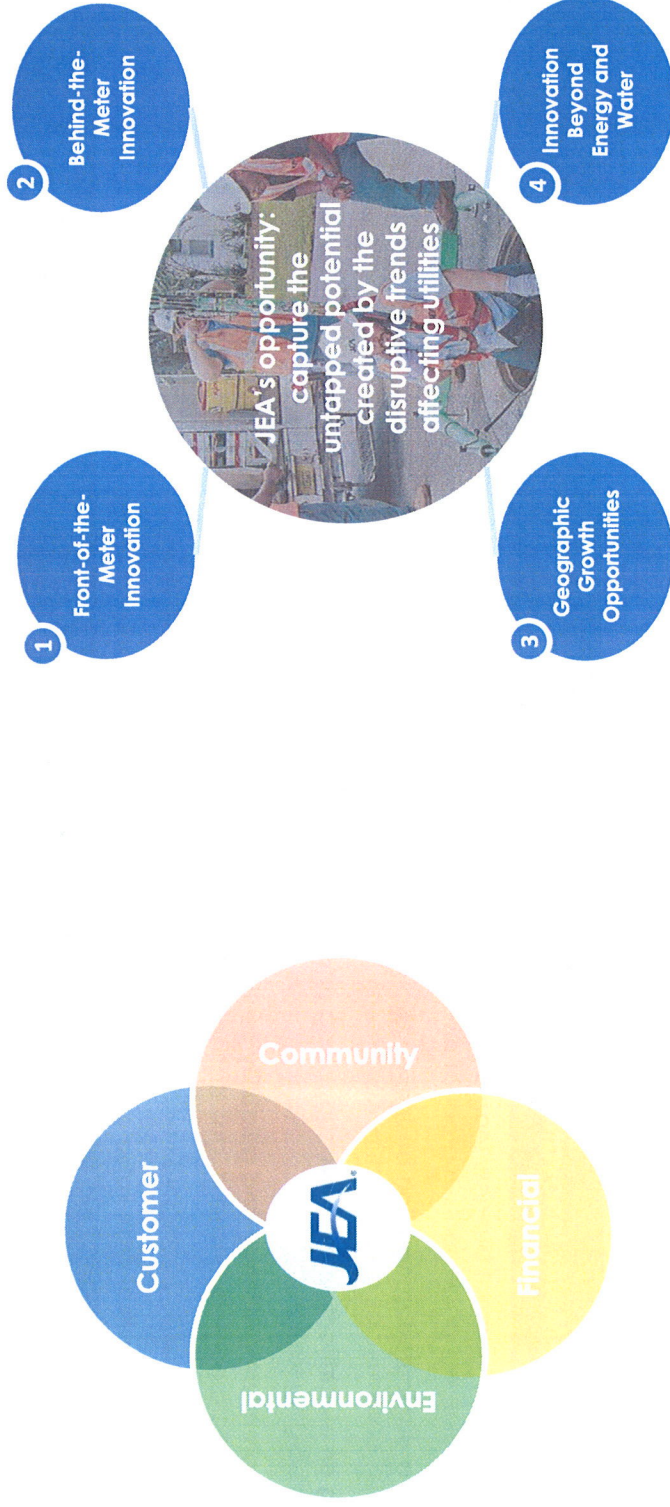


811
811 LOCATOR EXCELLENCE AWARD

Over the past year, JEA developed consensus among community stakeholders about how we measure value: Customer, Community, Environmental, and Financial

Corporate Measures

- Maximizing value in these four measures requires JEA to capitalize on the disruptive trends in the utility market in order to develop unique opportunities to drive new revenue and growth
- In particular, there are untapped growth opportunities along four axes shown in the below-right graphic:



JEA's Vision

- JEA's Vision is to improve lives by accelerating innovation

JEA's Mission

- JEA's Mission is to provide the best service by becoming the center of our customers' energy and water experience

JEA's existing platform creates tremendous leverage to unlock growth potential

By pivoting the business to remove existing governmental constraints and incorporate strategic revenue growth opportunities - while rigorously controlling expenses in JEA's traditional businesses - JEA can maximize customer, community, environmental, and financial value across its service territory. Value creation could occur in one of the areas listed below or in other innovative areas of business growth:

1 Front-of-the-Meter Innovation

JEA could expand its current business model to offer products, services, and programs to enhance the value of the existing utility business while offering high-value enhancements in product offerings and resiliency to JEA's customers. These opportunities include, but are not limited to:

- **Creating a distributed generation business**, catalyzing adoption of renewables (e.g., provide rooftop solar installation and maintenance for residential, commercial, and industrial customers)
- **Creating an electrification business**, supporting decarbonization and fuel-switching (e.g., port and public vehicle fleet electrification, electric vehicle charging stations)
- **Providing premium resiliency and reliability services** (e.g., distributed water treatment, microgrids, storage assets) for customers who desire them (e.g., data centers, hospitals, gas stations, military)
- **Providing natural gas** to Jacksonville and beyond, capturing synergies across services
- **Consolidating "utility-like" high value energy & water services companies**, many of which are JEA vendors

2 Behind-the-Meter Innovation

Behind-the-meter solutions offer a unique opportunity to merge the power of technology and data to truly enhance JEA's customers' experience and improve lives in our community. The utility meter provides a gateway to a customer's entire experience.

Opportunities could include, but are not limited to:

- **Developing smart home applications** to both optimize a customer's experience inside their own home and use energy more efficiently
- **Utilizing data to predict a customer's needs** or in-home equipment failures
- **Leveraging behind-the-meter opportunities to optimize overall system operations**
- **Establishing a behind-the-meter energy and water business**, directly providing efficient, connected appliances and solutions for homes and businesses (e.g., install and manage "smart" appliances, monetize data associated with smart home technologies)
- **Establishing a digital energy and water marketplace** (e.g., market, install, and manage efficient appliances and "smart" technologies, provide peer-to-peer energy trading)

The behind-the-meter category is rich in technology-forward and life-improving opportunities not only for utility businesses but also for any business that deeply and uniquely touches customers' lives.

JEA's existing platform creates tremendous leverage to unlock growth potential (cont'd)

3 Geographic Growth Opportunities

JEA leads the way among its industry peers in water and wastewater operations and can serve as a growth platform to provide water, electric, and other services outside its current service territory to the region and beyond.

JEA's core operating capabilities can be leveraged to generate new revenue streams by providing cost-effective management and general services to other utilities, while creating significant value for their customers in the following ways, among others:

- **Building a water services business**, serving as a regional and nationwide provider of water solutions, such as treatment, reuse, and facilities management (e.g., biosolids treatment and decentralized wastewater treatment management)
- **Pursuing consolidation** in a highly-fragmented U.S. water and utility market
- **Becoming an electric and/or water utility operator** for neighboring territories (e.g., provide procurement, crew sharing, and engineering services)
- **Providing maintenance services** for local utilities and other institutions (e.g., vegetation management, inspection services)
- **Supplying a variety of general services** for buildings and final customers (e.g., maintenance services, insurance services, consultancy and audit services)

4 Innovation Beyond Energy and Water

JEA, as a core infrastructure service provider to its customers and Jacksonville, can expand on its position and provide services beyond core energy and water utility services, simultaneously expanding its customer and revenue base. JEA can utilize its customer relationships to provide current and new customers a range of services related to **mobility, housing, telecommunications, work, health, and leisure** by creating new ventures and partnering with existing service providers.

JEA can continue to partner with the Northeast Florida community to lead the development of infrastructure required to support growth in the region. JEA will improve quality of life and generate new revenues by providing a portfolio of products and offerings related to the above spaces of mobility, housing, telecommunications, work, health, and leisure.

Florida is one of the best places to grow a business

Florida Tax Environment

Florida's tax environment is one of the most favorable for both businesses and individuals.

Florida has:

- No corporate income tax on limited partnerships
- No corporate income tax on Subchapter S-corporations
- No state personal income tax
- No corporate franchise tax on capital stock
- No state-level property tax assessed
- No property tax on business inventories
- No sales tax on manufacturing machinery and equipment
- No property tax on goods-in-transit for up to 180 days
- No sales and use tax on goods manufactured or produced in Florida for export outside the State
- No sales tax on purchases of raw materials incorporated in a final product for resale, including non-reusable containers or packaging
- No sales/use tax on co-generation of electricity

Florida Regulatory Environment

Florida's utility regulation is viewed as constructive from an investor perspective by Regulatory Research Associates.

Favorable regulatory mechanisms include:

- FPSC-adopted equity returns have tended to exceed industry averages when established
- Utilization of forecast test years and frequent authorization of interim rate increases
 - Interim base rate increases are statutorily permitted and usually become effective roughly three months after an initial filing is tendered
- Utilities are generally permitted a reasonable opportunity to earn the authorized returns
- Constructs which specifically allow utilities to reflect in rates, on a timely basis, changes in fuel, purchased power, certain new generation, conservation, environmental compliance, purchased gas, and other costs



Current State of JEA

JEA currently faces a rapidly changing utility landscape resulting from a push for decarbonization and energy efficiency as well as increased customer awareness of, and demand for, emerging technologies. Given JEA's existing business constraints, JEA has limitations on how to adapt to this evolving landscape.

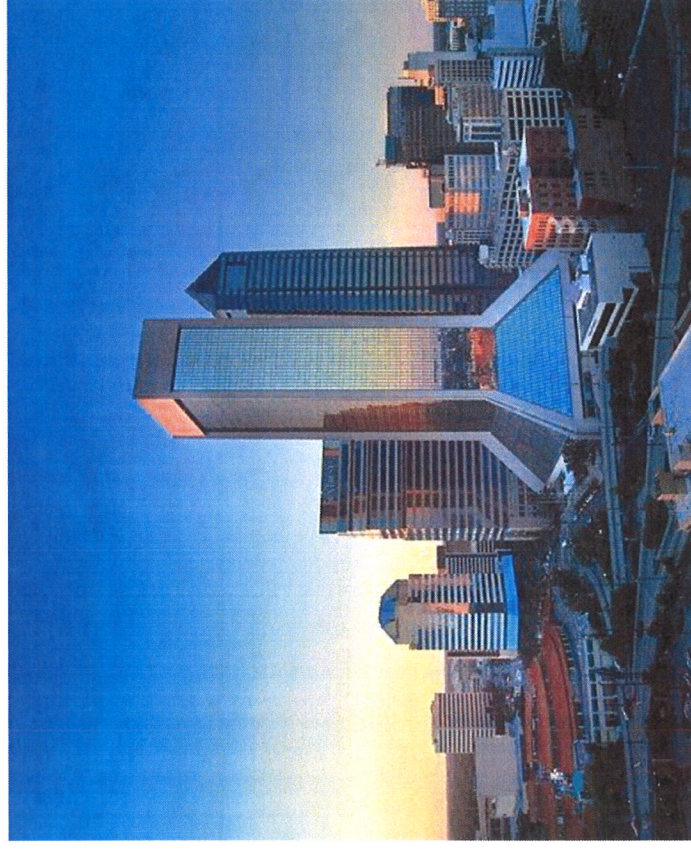
Due to energy efficiency and distributed generation, coupled with a restricted ability to grow service territory, electricity sales in 2017 were ~30% lower than JEA's 2006 forecast. Despite this, JEA has demonstrated outstanding financial and operating results over the past decade.

JEA has responded to market changes through the only avenues available to the organization. In the Electric System, JEA reduced capital expenditures from an average of ~\$250 million per year during the period of 1999-2013 to an average of ~\$130 million per year from 2013 to present. Additionally, base electric rates were increased each year from 2008 to 2012 and again in 2017.

The Water and Wastewater Systems have undergone similar changes. Capital expenditures on water infrastructure have been reduced from an average of ~\$200 million during the period of 1998 to 2007 to an average of ~\$135 million from 2013 to present.

These years of lower capital expenditures have created a need for \$2.6 billion of capital expenditures over the next five years. Due to rate adjustments in both the Electric System and Water and Wastewater Systems, customer rates have increased by

over 70% since 2006. This increase in customer rates caused the Electric System, which in 2006 had the lowest rates in the State, to move in line with the median for Florida electric utilities. At the same time, in an effort to reduce costs, JEA's combined enterprises reduced total headcount by over 400 employees. JEA also reduced its long-term debt capitalization by nearly 50% when compared to 2010 levels, in recognition of the risks of remaining highly levered in a rapidly changing environment.



JEA's strategic planning process revealed the current government-affiliated structure creates significant constraints to business development

As a governmental utility, JEA is subject to unique constraints due to:

- The Constitution of the State of Florida
- The City of Jacksonville Charter
- Florida Statutes
- JEA's Bond Resolutions
- Policy Considerations
- JEA's Business Structure as defined by its Corporate Charter

The Non-Governmental Response

When faced with the changes to the utility industry over the past decade, non-governmental companies would employ a menu of tools to confront challenges, growing and pivoting their businesses while cutting costs to ensure continued financial health. **Unfortunately, as a governmental utility, JEA currently has access to only two of these tools: raising prices and cutting costs.** JEA's response under the current constraints would be limited to head count reductions, cost cuts, service level declines, and rate increases over the next decade.

The Path Forward

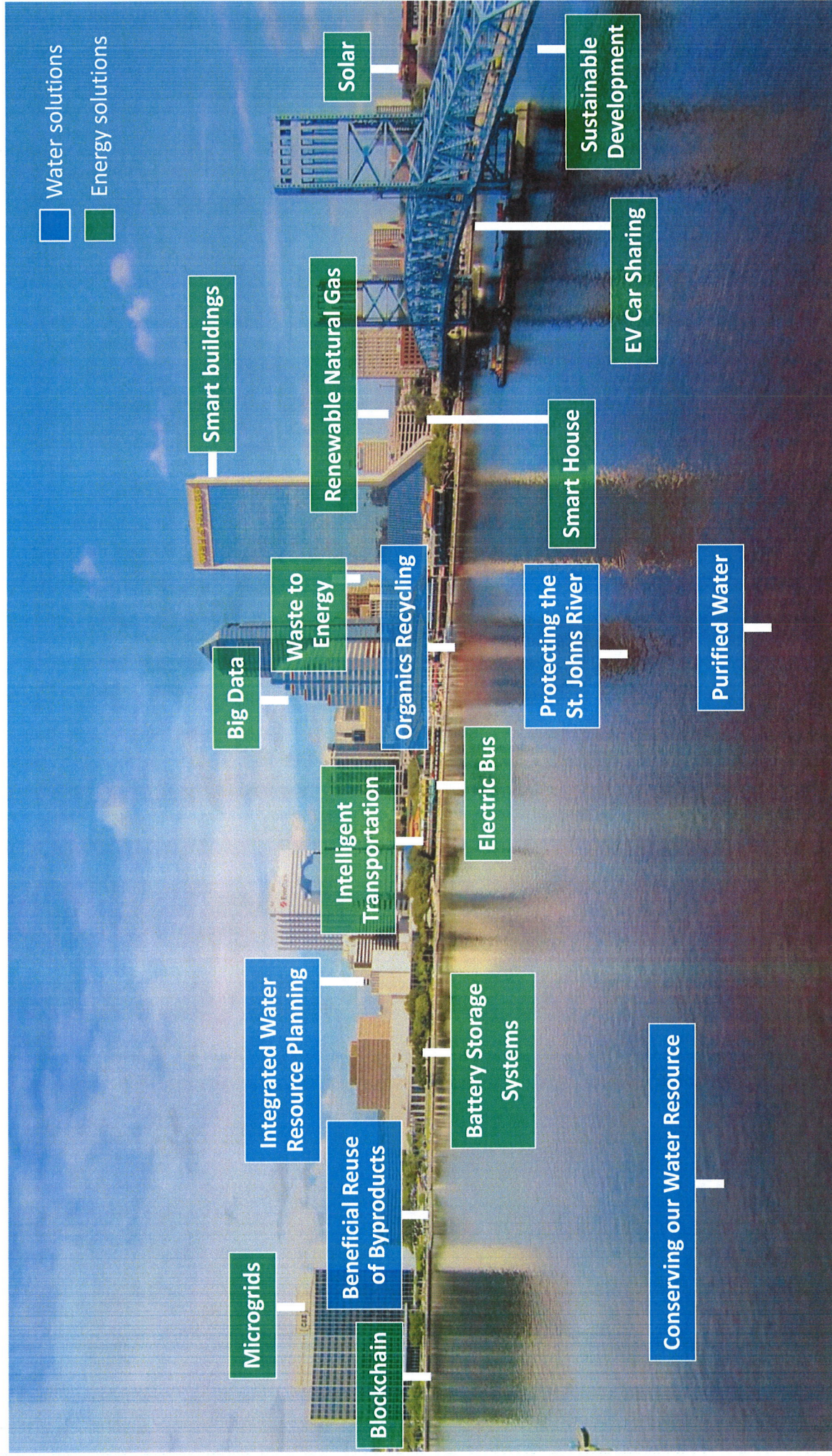
By eliminating some or all of JEA's constraints, JEA could have a clearer path to maximizing value today and in the long-term. These potential changes would equip JEA with the levers to pull to align with JEA's goals of maximizing customer, community, environmental, and financial value over the long term. Eliminating constraints would give JEA the flexibility to respond to challenges by adapting its business model and businesses, modifying its capital structure, selling non-core assets, and/or creating high value partnerships and joint ventures.

How other utilities would take action...

Opportunity	Can JEA Do This?	Can Non-Governmental Utilities Do This?
Cut costs and workforce	✓	✓
Increase prices on kWhrs or kGals for customers	✓	✓
Reduce investment in capex	✓	✓
Sell more energy or water services	✗	✓
Investment in R&D and IP for an ROI	✗	✓
Sell alternative new product lines or offerings	✗	✓
Sell equity and retire debt	✗	✓
Acquire new businesses & customers	✗	✓
Reduce dividend / city contribution	✗	✓
Sell assets	✗	✓
Create partnerships / JV's	✗	✓

A potential future for JEA

By harnessing these opportunities, JEA can become a leading energy and water system and a broader platform for innovation and growth in Jacksonville and beyond





PROCESS GOALS

JEA | ITN FOR STRATEGIC ALTERNATIVES | ITN# 127-19

Process Goals that Maximize Customer, Community, Environmental, and Financial Value

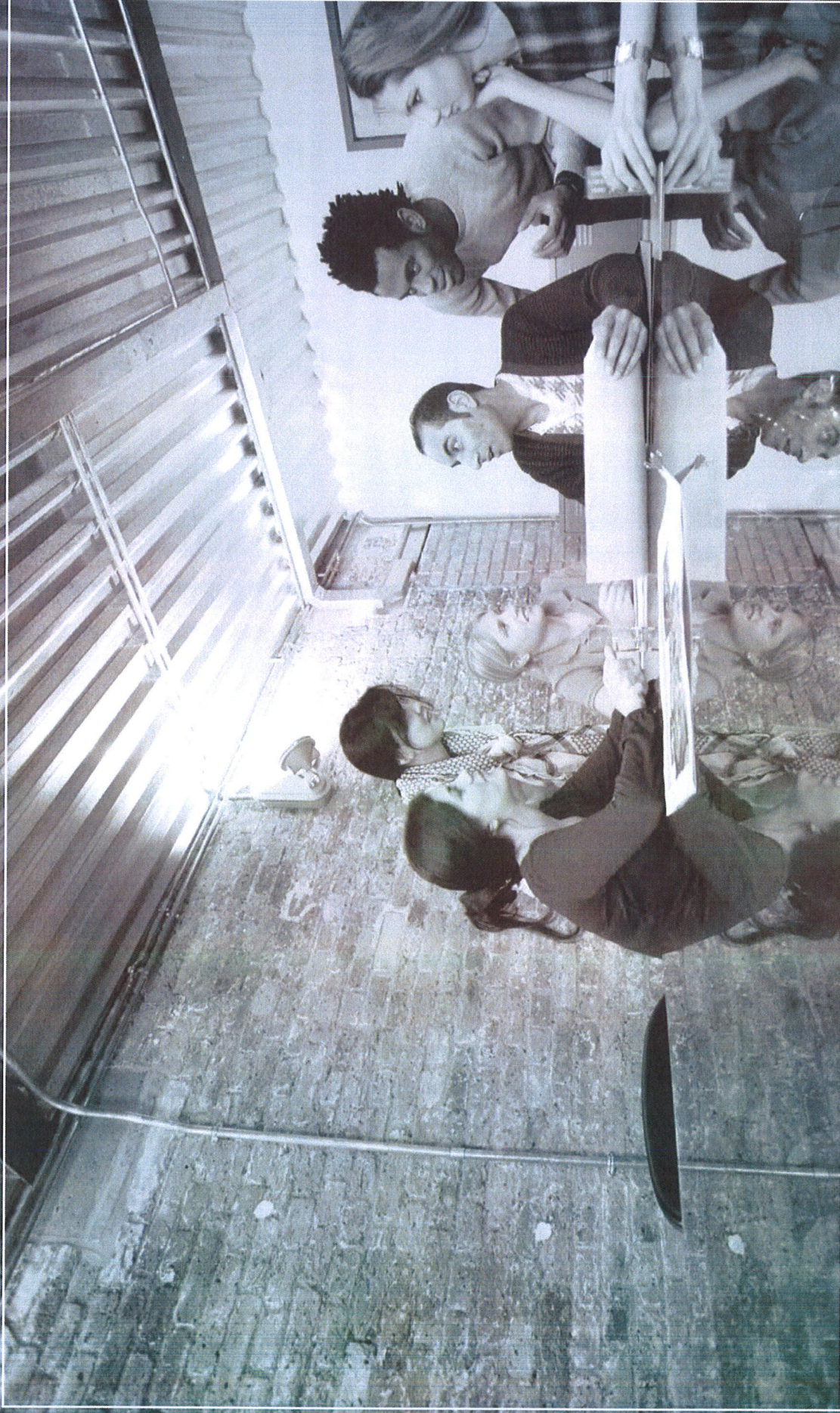
JEA issues this ITN inviting interested parties to submit Replies detailing strategic alternatives that are aligned with JEA's goal of maximizing customer, community, environmental, and financial value over the long term.

As described herein, JEA welcomes Replies contemplating strategic alternatives that build upon JEA's strengths and seek to eliminate existing business constraints. Potential alternatives can include, but are not limited to, operational changes, structural changes, joint ventures, development partnerships, community ownership, corporate ownership, an initial public offering, private placement, technology conversion, oil and gas conversion, utility conversion, or another recapitalization of the business. As we consider the Replies, we are targeting the following process goals as minimum requirements for maximizing customer, community, environmental, and financial value over the long term, as outlined in the table below:

Status Quo		Minimum Requirements
Financial	1. <u>≤\$2 billion</u> of value to the City of Jacksonville	1. <u>>\$3 billion</u> of value to the City of Jacksonville
Customers	1. <u>\$0</u> customer distribution 2. Significant rate increases required over next several years	1. <u>>\$400 million</u> of value distributed to customers <u>(\$350+ paid to each JEA account; \$1,400+ for customers with electric, water, sewer and irrigation accounts)</u> 2. At least three years of contractually guaranteed base rate stability for customers
Environmental	1. Viable renewable energy requirement at <u>0% funding</u> 2. Viable sources of alternative water capacity at <u>0% funding</u>	1. Commitment to develop and provide the City of Jacksonville and the Duval County Public School system with <u>100% renewable electricity</u> by the year 2030 ³ 2. Commitment to develop and provide <u>40 million gallons per day ("MGD")</u> of alternative water capacity for Northeast Florida by the year 2035 ²
Community Impact	1. Status quo retirement obligations 2. No employment guarantees and termination of <u>~600 employees</u> 3. No retention payments to employees 4. JEA leaves downtown, moving new headquarters to existing office space to house smaller workforce and minimize cost	1. Protection of certain employee retirement benefits ^{3,4} 2. Maintenance of substantially comparable employee compensation and benefits for <u>three years</u> 3. Retention payments to all full-time employees of <u>100% current base compensation</u> 4. Commitment to new headquarters and employees in downtown Jacksonville ⁵ contributing to the economic development of the community

The overall purpose of this undertaking is to give JEA the strategic flexibility to adapt to a once-in-a-generation, industry-wide transformation and help it achieve its vision to improve lives in the Northeast Florida community.

1. NPV of JEA's expected contribution to the City of Jacksonville over the next 20 years.
2. Renewable electricity and alternative water to be provided at new or existing tariffs at a price equal to or less than the applicable tariff rate.
3. Certain employee-related minimum requirements are subject to collective bargaining. Its applicability is subject to the outcome of the bargaining process.
4. The JEA Board of Directors has approved regional office relocation for Jacksonville, Florida. The relocation is currently under initial stages of development in downtown Jacksonville. The process goal is commitment to the current downtown headquarters project.
5. JEA's new headquarters is currently under initial stages of development in downtown Jacksonville. The process goal is commitment to the current downtown headquarters project.



SOLICITATION PROCESS; EVALUATION, NEGOTIATION, AND AWARD METHODOLOGY

JEA | ITN FOR STRATEGIC ALTERNATIVES | ITN# 127-19

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 1.0 – Background Information and Goals

We are pleased to issue this ITN for the evaluation of any and all strategic alternatives, subject to the minimum requirements set forth below, that are aligned with JEA's goal of maximizing customer, community, environmental, and financial value over the long term. JEA welcomes proposed strategic alternatives that build upon JEA's strengths and seek to eliminate existing business constraints.

1.1 Goals

JEA is seeking competitive and creative Replies from the Respondents that will allow JEA to achieve the following specific goals for its key stakeholders:

- Greater than \$3 billion of value to the City of Jacksonville
- Greater than \$400 million of value distributed to customers (\$350+ paid to each JEA account; \$1,400+ for customers with electric, water, sewer and irrigation accounts)
- At least three years of contractually guaranteed base rate stability for customers
- Commitment to develop and provide the City of Jacksonville and the Duval County Public School system with 100% renewable electricity by the year 2030¹
- Commitment to develop and provide 40 MGD of alternative water capacity for Northeast Florida by the year 2035¹
- Protection of certain employee retirement benefits^{2,3}

- Maintenance of substantially comparable employee compensation and benefits for three years
- Retention payments to all full-time employees of 100% current base compensation²
- Commitment to new headquarters and employees in downtown Jacksonville, contributing to the economic development of the community⁴

1.2 Questions Being Explored

- Is there a path available to JEA to achieve the strategic goals of maximizing customer, community, environmental, and financial value over the long term that builds upon JEA's strengths and seeks to eliminate certain existing business constraints?
- Are there alternative structures, which can include, but are not limited to, operational changes, structural changes, joint ventures, development partnerships, community ownership, corporate ownership, an initial public offering, private placement, technology conversion, oil and gas conversion, utility conversion, or another recapitalization of the business, that allow JEA to maximize customer, community, environmental, and financial value over the long term?
- Which path or alternative structure best achieves JEA's goals?
- Who is the best partner to help JEA achieve these goals?

1. Renewable electricity and alternative water to be provided at new or existing tariffs at a price equal to or less than the applicable tariff rate.
2. Certain employee-related minimum requirements are subject to collective bargaining, as applicable.
3. The JEA Board of Directors has approved legislation for introduction to the Jacksonville City Council that, if approved, would satisfy this requirement.
4. JEA's new headquarters is currently under initial stages of development in downtown Jacksonville. The process goal is commitment to the current downtown headquarters project.

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 1.0 – Background Information and Goals

1.3 Additional Information

Parties interested in making an offer related to JEA's review of potential alternatives are required to participate in this ITN process, which will be integral to the report and recommendations that will be provided to the Board of Directors and the Jacksonville City Council ("City Council").

Pursuant to the JEA Purchasing Code and Florida law, no award resulting from this solicitation process may be made to any party who does not submit a timely Reply to this ITN.

While Vendors who do not submit a Reply will not be eligible to be awarded the Contract resulting from this ITN, they may participate as a team member or partner under a resulting Contract with a Respondent who has submitted a Reply.

1.4 Advisors

JEA has engaged J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC (collectively, the "Advisors") to assist in conducting a review of potential strategic alternatives that may be available to JEA. All communications regarding this process should be directed to the Designated Procurement Representatives identified in Section 2.11, who will distribute communications to or solicit necessary information from JEA personnel, the Advisors, or subject matter experts as deemed appropriate.



Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

2.1 General Overview of this ITN Process

This ITN is a method of competitively soliciting Replies from one or more interested parties with whom JEA may negotiate under section 3-110 of the JEA Procurement Code. Through this ITN process, JEA will seek to answer the questions being explored, as identified in Section 1.2, and achieve the goals identified by this ITN. This ITN process involves three phases: solicitation, evaluation, and negotiation.

2.1.1 Solicitation Phase

JEa posts an ITN to its procurement page to initiate the process. Replies must be submitted by the deadline listed in the Timeline of Events, which can be found in Section 2.2 (the "Timeline of Events") and conform with all material aspects of this ITN ("Responsive Replies"). This encompasses the solicitation phase (the "Solicitation Phase").

JEa will hold a public meeting to formally receive Replies at the date, time, and location noted in the Timeline of Events.

Questions

Potential Respondents can submit formal questions in writing via email to the Designated Procurement Representatives identified in Section 2.11 by the deadline listed in the Timeline of Events. Questions should be submitted in writing to the Designated Procurement Representatives. JEa will answer questions in a formal written communication to be posted at www.jea.com/strategicalternatives and update the solicitation

as needed. As all questions should be submitted in writing, JEa is under no obligation to acknowledge or respond to oral inquiries, and potential Respondents are not entitled to rely upon any clarification or change to this ITN, or answer to any vendor question, except as may be provided in writing by JEa in response to the formal question and answer process or in an addendum to this ITN.

All contact by Vendors must be directed to the Designated Procurement Representatives identified in Section 2.11. The Designated Procurement Representatives will have access to subject matter experts, including, but not limited to, the Advisors, and can assist Vendors with the formal question and answer process discussed in this section.

2.1.2 Evaluation Phase

All Responsive Replies will be evaluated against the evaluation criteria set forth in Section 3.2.3 (the "Evaluation Criteria") to establish a competitive range of Replies reasonably susceptible of award. JEa may then select the Respondents within the competitive range with which to commence negotiations.

2.1.3 Negotiation Phase

JEa will meet with the selected Respondents to negotiate terms of a potential contract. After negotiations conclude, the Negotiation Team will meet in a public meeting to discuss the recommended award. JEa will then post a Notice of Intent to Award on the procurement page for this ITN online at www.jea.com/strategicalternatives.

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

2.2 Timeline of Events

Table 1 on the right contains the Timeline of Events for this solicitation. The Respondents should become familiar with the Timeline of Events. The dates and times are subject to change and it is the Respondent's responsibility to check for any changes. All changes to the Timeline of Events will be issued through an addendum to this ITN posted on the JEA procurement page located at www.jea.com/strategicalternatives. The Respondents are responsible for submitting all required documentation by the dates and times specified below. JEA will not open, review, or consider documents submitted after a deadline unless it determines in its sole discretion that it is in JEA's best interests to do so.

Table 1: Timeline of Events		
	Event Time	Event Date
ITN posted on JEA Procurement Site		August 2, 2019
Deadline to submit written questions via email to the Designated Procurement Representatives	2:00 PM	September 3, 2019
JEA anticipated posting date for answers to the Respondents' questions		September 16, 2019
Deadline to submit Replies and all required documents to the JEA Procurement Bid Office	12:00 PM	September 30, 2019
JEA anticipated formal acknowledgement of Replies received (bid opening) at the JEA Procurement Bid Office	2:00 PM	September 30, 2019
Anticipated date for Evaluation Team meeting and posting of Notice of Intent to Negotiate		October 14, 2019
Anticipated Dates for Negotiation Phase		October 15, 2019 – To Be Determined
Anticipated date for Negotiation Team meeting and posting of Notice of Intent to Award		To Be Determined

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

2.3 Addenda to ITN

JEA reserves the right to modify this ITN by issuing addenda. All changes to this ITN prior to the selection of the shortlisted Respondents will be made through addenda posted to the JEA procurement page. It is the Respondent's responsibility to check for any changes. As this is an Invitation to Negotiate, changes to the scope and requirements of this ITN during the Negotiation Phase are an integral part of the process and, consistent with the rights reserved in Section 3.3.6, JEA is not required to issue addenda or to otherwise post or provide concurrent public notice of the exercise of such Negotiation Phase rights.

2.4 Disclosure of Reply Contents

All documentation produced as part of this ITN will become the exclusive property of JEA and will not be returned to the Respondent, unless it is withdrawn prior to the Reply opening in accordance with the Timeline of Events. Selection or rejection of a Reply shall not affect this right. Following the posting of a Notice of Intent to Award, the Replies may be disclosed pursuant to a public records request, subject to any confidentiality claims made in accordance with Section 2.8.

2.5 Withdrawal and Correction of Replies

The Respondents may withdraw a Reply at any time prior to the opening date by submitting a written request to the Designated Procurement Representatives.

Correction of a Reply already received will be considered only if the correction is received by the Designated Procurement Representatives, or his/her designee, prior to the time announced for opening of Replies. All corrections shall be made in writing, executed and submitted in the same form and manner as the original Reply. Corrections submitted by telephone, facsimile, or email shall not be considered.

2.6 How to Submit a Reply

Replies should include a Respondent Certification Form and a Conflict of Interest Form executed by an authorized representative of the Respondent company. These forms are provided as Attachments 1 and 2 to this ITN.

Replies should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's ability to satisfy the requirements of this ITN. The Respondents should include as much detail as necessary for the evaluators to make an accurate evaluation of the Reply. Replies should not contain sales and marketing materials. Fancy bindings, covers, colored displays, and promotional material are not desired. Emphasis in each Reply should be on completeness and clarity of content.

Page size is limited to eight and one-half by eleven inches (8 ½" x 11"), unless otherwise indicated. Type size is not to be less than an 11-point font. For diagrams and plotted elements of the Reply, the Respondents are permitted to use an alternate page size and font size.

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

2.6 How to Submit a Reply (cont'd)

Submit the following:

The Respondents are required to submit one (1) original Reply, five (5) duplicate Replies and six (6) electronic copies via USB drives, delivered personally or sent by registered or certified mail, postage prepaid or overnight courier to the following address:

JEA Procurement Bid Office
21 West Church Street
Customer Center
1st Floor, Room 202
Jacksonville, Florida 32202

Receipt of hard copies is required by 12:00PM (ET) on the submission deadline identified in the Timeline of Events.

Clearly mark sealed packages on the outside of the package with the solicitation number, the Respondent's company name, and specific contents of the package.

Clearly mark submitted hardcopies contained within the sealed packages with the Respondent's company name, email address for JEA to provide acknowledgement of receipt, specific contents of the package, and solicitation number.



Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

2.7 Contents of Reply / Reply Submission

Organize the contents of each Reply submittal as listed in Table 2 below:

Table 2: Contents of Reply/Reply Submission	
Tab	Requirements
1: Cover Letter on the Respondent's Letterhead	<ol style="list-style-type: none"> 1. Contact information 2. Name and signature of the representative of the responding organization authorized to legally obligate the Respondent 3. Legal name of company and headquarters location of the Respondent 4. Location and date of incorporation or organization (as applicable) and type of business 5. Federal Employer Identification Number
2: Executive Summary	<p>The Respondents must provide a narrative discussion of their proposal, including its structure, advantages, impacts to JEA and the City of Jacksonville, including consumer impacts, and key considerations of the Respondent's proposal.</p>
3: Statement of Interest and Qualifications	<p>The Respondents must state clearly their interest in the potential purchase, recapitalization, and/or operation of the JEA utility systems, including how the utility systems may be an attractive and beneficial addition to the Respondent's organization. The Respondents must clearly identify within their Reply the expectation for the future partnership, ownership, or management structure of: 1) the Electric System (generation, transmission, distribution, and associated electric power assets) and 2) the Water and Wastewater Systems (distribution, collection, treatment and associated assets).</p>
4: Organizational Overview	<p>The Respondents must provide a description of their business and organization including:</p> <ol style="list-style-type: none"> 1. Organizational structure 2. Operations details 3. Financial details 4. Number of current electric and water customers 5. Existence of unions, if any, of which the Respondent's current employees are members and a brief history of past collective bargaining agreement negotiations with each union 6. Extent of involvement in economic development activities and any funding provided in communities where current service is provided 7. Other relevant information
5: Process Goals	<p>The Respondents must provide an overview of their ability to satisfy the following goals:</p> <ol style="list-style-type: none"> 1. Greater than \$3 billion of value to the City of Jacksonville 2. Greater than \$400 million of value distributed to customers (\$350+ paid to each JEA account; \$1,400+ for customers with electric, water, sewer and irrigation accounts) 3. At least three years of contractually guaranteed base rate stability for customers 4. Commitment to develop and provide the City of Jacksonville and the Duval County Public School system 100% renewable electricity by the year 2030 5. Commitment to develop and provide 40 MGD of alternative water capacity for Northeast Florida by the year 2035 6. Protection of certain employee retirement benefits^{1,2} 7. Maintenance of substantially comparable employee compensation and benefits for three years 8. Retention payments to all full-time employees of 100% current base compensation 9. Commitment to new headquarters and employees in downtown Jacksonville, contributing to the economic development of the community³
6: Response to Evaluation Criteria	<p>Replies must address each of the Evaluation Criteria described in Table 5 of Section 3.2.3.</p>
7: Additional Information	<p>The Respondents may provide additional information as relevant. Information regarding perceived benefits to customers is of particular interest.</p>

1. Certain employee-related minimum requirements are subject to collective bargaining, as applicable
 2. The JEA Board of Directors has approved legislation for introduction to the Jacksonville City Council that, if approved, would satisfy this requirement
 3. JEA's new headquarters is currently under development. The process goal is to ensure it is maintained in downtown Jacksonville

SECTION 2.0 – ITN Process

2.8 Public Records; Redacted Submissions

Following the posting of the Notice of Intent to Award, all public records, as that term is defined in section 119.011(12), Florida Statutes, relating to this ITN process that are not statutorily exempted from public disclosure will be subject to release under the Florida Public Records Laws.

If a Respondent believes that any portion of the documents, data or records submitted in response to this ITN are exempt from Florida's Public Records Law, the Respondent must (1) clearly segregate and mark the specific sections of the document, data, or records as "Confidential," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide JEA with a separate redacted copy of its Reply (the "Redacted Copy"). The cover of the Redacted Copy shall contain JEA's title and number for this ITN and the Respondent's name, and shall be clearly labeled "Redacted Copy." The Respondent should only redact those portions of records that the Respondent claims are specifically exempt from the Florida Public Records Laws. If the Respondent fails to submit a redacted copy of information it claims is confidential, JEA is authorized to produce all documents, data, and other records submitted to JEA in answer to a public records request for such information.

In the event of a request for public records to which documents that are marked as confidential are responsive, JEA will provide the Redacted Copy to the requestor. If a requestor asserts a right to any redacted information, JEA will notify the Respondent that such an assertion has been made. It is the Respondent's

responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. If JEA becomes subject to a demand for discovery or disclosure of the Respondent's redacted information under legal process, JEA shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its Reply are not subject to disclosure.

By submitting a Reply to this ITN, the Respondent agrees to protect, defend, and indemnify JEA from and against all claims, demands, actions, suits, damages, losses, settlements, costs, and expenses (including, but not limited to, reasonable attorney fees and costs) arising from or relating to the Respondent's determination that the redacted portions of its Reply to this ITN are not subject to disclosure.

2.9 Multiple Replies

Subject to the process outlined in this ITN, Respondents shall not be limited in the number or type of Replies submitted. In the event the Respondents elect to provide multiple Replies, each Reply must be provided separately and distinctly to permit independent review based on the individual Reply. In the case of multiple Replies, the Respondents submitting Replies must identify their preferred or primary Reply. Please note that the complete and detailed review of a submission that is indicated as secondary is not guaranteed due to the time and resource constraints of the Evaluation Committee.

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

2.10 Incurred Costs

All costs of preparation and submission of a Reply are the sole responsibility of the Respondent and its agents. Neither JEA nor the City of Jacksonville will be liable in any way for any costs incurred by the Respondents or any other party for the preparation or submission of a Reply to this ITN.

2.11 Designated Procurement Representatives and Limit on Communications

Ex Parte Communication is strictly prohibited. Ex Parte Communication is defined as any inappropriate communication concerning this ITN between a firm submitting a Reply and a JEA representative during the time in which this ITN is being advertised through the time of an award resulting from this solicitation process. Examples of inappropriate communications include: private communications concerning the details of this ITN in which a Respondent becomes privy to information not available to the other Respondents.

Failure to adhere to this policy may disqualify the noncompliant Respondent's Reply. Any questions or clarifications concerning this ITN must be sent in writing to the Designated Procurement Representatives in accordance with the terms of Section 2.1.1. If determined by JEA that a question should be answered or an issue clarified, JEA will respond in accordance with the provisions of this ITN.

For more information on Ex Parte Communications, see JEA Procurement Code, Article 1-110, which is available at www.jea.com/strategicalternatives.

For purposes of this ITN, the Designated Procurement Representatives are:

Jenny McCollum

Phone: (904) 665-4103

John McCarthy

Phone: (904) 665-5544

Email: StrategicAlternative@JEA.com

All contact by Vendors must be directed to the Designated Procurement Representatives identified in this section. The Designated Procurement Representatives will have access to subject matter experts, including, but not limited to, the Advisors, and can assist Vendors with the formal question and answer process discussed in Section 2.1.1.

As all questions should be submitted in writing, JEA is under no obligation to acknowledge or respond to oral inquiries, and potential Respondents are not entitled to rely upon any clarification or change to this ITN, or answer to any Vendor question, except as may be provided in writing by JEA in response to the formal question and answer process or in an addendum to this ITN.

2.12 Ethics

By signing the Reply, the Respondent certifies its Reply is made without any previous understanding, agreement, or connection with any other person, firm, or corporation submitting a Reply to this ITN, and that its Reply is made without outside control, collusion, fraud, or other illegal or unethical actions. The Respondent shall comply with all JEA and City of Jacksonville ordinances, policies, and procedures regarding business ethics.

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

The Respondent shall disclose the name(s) of any public officials who have any financial position, directly or indirectly, with this ITN by completing and submitting the Conflict of Interest Certificate Form available at www.jea.com/strategicalternatives. Failure to fully complete and submit the Conflict of Interest Certificate may disqualify the Reply. JEA reserves the right, in its sole discretion, to seek corrections from Respondents who fail to properly submit the Conflict of Interest Certificate. If JEA has reason to believe that collusion exists among the Respondents, JEA shall reject any and all Replies from the suspected Respondents and will proceed to debar Respondent from future JEA awards in accordance with the JEA Procurement Code.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees or to businesses in which a JEA officer or employee has a financial interest. JEA shall reject any and all Replies from JEA officers or employees as well as any and all Replies from Respondents in which a JEA officer or employee has a financial interest.

In accordance with section 287.133, Florida Statutes, JEA shall reject Replies from any persons or affiliates convicted of a public entity crime, as listed on the Convicted Vendor List maintained by the Florida Department of Management Services. JEA shall not make an award to any officer, director, executive, partner, shareholder, employee, member, or agent active in management of the Respondent listed on the Convicted Vendor List for any transaction exceeding \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

If the Respondent violates any requirement of this clause, the Reply may be rejected and JEA may debar offending companies and persons.

2.13 Respondent's Representation and Authorization

In submitting a Reply, each Respondent understands, represents, and acknowledges the following (if the Respondent cannot so certify to any of the following, the Respondent shall submit with its Reply a written explanation of why it cannot do so):

- The Respondent is not currently under suspension or debarment by the State of Florida or any other governmental authority.
- To the best of the knowledge of the person signing the Reply, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract.
- The Reply is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Reply.

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

- The Respondent has fully informed JEA in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violations of state or federal antitrust laws with respect to a public contract or violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another firm.
- Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Has within a three-year period preceding submission of its Reply had one or more federal, state, or local government contracts terminated for cause or default.
- The Respondent has read and understands the terms and conditions of this ITN, and the submission is made in conformance with those terms and conditions.
- The Respondent acknowledges that every aspect of its submitted Reply is based on its own knowledge and judgment of the conditions and hazards involved and not upon any representation of JEA. JEA assumes no responsibility for any understanding or representation made by any of its representatives during or prior to execution of any contract, unless such understandings or representations are expressly stated in such contract and the contract expressly provides that JEA assumes the responsibility.
- The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Reply.

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 2.0 – ITN Process

- All information provided by, and representations made by, the Respondent are material and important and will be relied upon by JEA in awarding any contract. Any misstatement shall be treated as fraudulent concealment from JEA of the true facts relating to submission of the Reply. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.
- That Respondent has read and understands these instructions and will comply with Section 2.12.

2.14 Protest of Award Process

Respondents shall file any protests regarding this ITN in writing, in accordance with the JEA Procurement Code, as amended from time to time. The JEA Procurement Code is available online at www.jea.com/strategicalternatives.



Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 3.0 – Award Methodology

3.1 Determination of Responsiveness and Responsibility: Mandatory Requirements Review

In order for Replies to be substantively evaluated, they must first be determined to be responsive, responsible, and meet the Mandatory Requirements set out in Table 3 on the right.

JEA staff shall conduct an initial minimum qualification review of the Replies received for completeness and compliance with all content requirements set forth in this ITN. JEA will also review the information and disclosures submitted with Replies to determine whether Respondents submitting Replies are Responsible Respondents. During this review, and prior to the start of the Evaluation Phase by the Evaluation Committee, JEA staff may contact Respondents to seek clarification of any aspect of the Reply and may, in JEA's sole discretion, permit the waiving or correction of Minor Irregularities. The Replies that comply with all requirements will be deemed responsive. Should the Respondent(s) have any questions concerning the qualification process, they must refer to the JEA Procurement Code, Article 5, Administrative Remedies, located on the following site: www.jea.com/strategicalternatives.

3.1.1 Mandatory Requirements Review

Replies will be evaluated against the Mandatory Requirements set forth in Table 3 on the right on a pass/fail basis. Replies that do not satisfy each and every of the required Mandatory Requirements will be rejected.

Table 3: Mandatory Requirements		
Requirement	Description	Pass/Fail
Financial Capability to Execute the Reply	Respondents must submit a description of their financial capability, including information relating to access to sufficient debt and equity capital to consummate the transaction contemplated by their Reply (as applicable) and an overview of relevant transaction experience (or experience implementing similar proposals)	Pass/Fail
No Conflict of Interest	Any conflict of interest with JEA will automatically disqualify the Respondent	Pass/Fail
Submission of Complete Reply	Replies which do not satisfy the above Mandatory Requirements will not be opened, reviewed, or considered against the Evaluation Criteria in this process. Further, Replies which do not contain complete Replies to the required information contained within this section of this ITN will not be evaluated against the Evaluation Criteria in this process.	Pass/Fail

SECTION 3.0 – Award Methodology

3.2 Evaluation Phase

Following completion of the Mandatory Requirements review, all Responsive and Responsible Replies deemed to have satisfied the review will be subjected to evaluation in order to determine a competitive range of Replies to advance to the Negotiation Phase of this ITN.

3.2.1 Evaluation Committee

Consistent with the JEA Procurement Code, an Evaluation Committee consisting of at least three individuals will be appointed to review and evaluate each Reply (the "Evaluation Committee"). Evaluation Committee members may be assisted in their duties by subject matter experts, including, but not limited to, personnel of the Advisors, who shall be available to individually assist Evaluation Committee members in understanding Replies and to provide guidance within their respective areas of expertise to individual Evaluation Committee members upon request.

A copy of each Reply will be distributed to each member of the Evaluation Committee, and each of the Evaluation Committee members will separately, independently, and individually evaluate and rank the Replies using the Scoring Guidelines and Evaluation Criteria set forth in Table 4 of Section 3.2.2 and Table 5 of Section 3.2.3, respectively. For each Evaluation Criteria, each evaluator will award a score of 0-4, based upon the Scoring Guidelines in Table 4 of Section 3.2.2. Scores will be calculated by multiplying the evaluator score for each criteria by the criteria weight and dividing by 4. The maximum total

score for all criteria equals 100. A score of 75 or higher would equate to an average overall score of "Good," as detailed below. Upon completion of their individual evaluations, each member of the Evaluation Committee will transmit his or her scores to the Designated Procurement Representatives, who will compile the scores and calculate an overall score for each Reply.

3.2.2 Scoring Guidelines

Table 4: Scoring Guidelines

Assessment	Assessment Description	Evaluator Score
Inadequate	Reply is not directly or completely applicable to the requirements of this ITN	0
Poor	Reply in part or otherwise deficient in addressing the requirements of this ITN	1
Adequate	Reply generally addresses requirements of this ITN in an acceptable or minimally appropriate manner	2
Good	Reply completely addresses requirements of this ITN in a detailed manner	3
Exceptional	Reply thoroughly and completely addresses all requirements of this ITN, while providing additional details and/or commitments with regards to the enumerated goals set forth by JEA and the Respondent's plans to achieve these goals	4

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 3.0 – Award Methodology

3.2.3 Evaluation Criteria

Table 5: Evaluation Criteria		
Criteria Item	Requirements	Weighted Value
1. Proposal to Achieve JEA's Goals in this ITN	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	20
2. Experience and Customer Commitment	<p>A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities.</p> <p>Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably:</p> <ol style="list-style-type: none"> 1. Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2. Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3. Corporate culture demonstrating a long-term commitment to operations; 4. Strong focus on maintaining reliability and minimizing time of disruptions; and 5. Focus on maintaining rate stability for customers, as illustrated through historical rates <p>Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment</p>	15
3. Economic Development and Benefits to Jacksonville	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	10
4. Employee Retention and Benefits	<p>Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of:</p> <ol style="list-style-type: none"> 1. Protection of certain employee retirement benefits; 2. Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3. Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019 	10
5. Innovation Plan	<p>Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following:</p> <ol style="list-style-type: none"> 1. Position the business for the future; 2. Create new revenue channels; and 3. "Future-proof" the utility business. <p>Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so</p>	15
6. Environmental, Social and Governance	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	10
7. Community Stewardship	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	10
8. Financial Stability	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	10

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 3.0 – Award Methodology

3.3 Negotiation Phase

3.3.1 Respondent Shortlist

Based on the final overall scores for each Reply, as calculated by the Designated Procurement Representatives, JEA will determine a competitive range of Replies reasonably susceptible of award for negotiations. While JEA anticipates inviting all Respondents whose Reply scored more than 75 total overall points to negotiations, JEA reserves the right to invite Respondents achieving fewer than 75 points to negotiations and/or to determine any number of Responsive Replies up to and including all Responsive Replies to be in the competitive range, if it determines that doing so would be in the best interest of JEA. Scores will be calculated by multiplying the evaluator score for each criteria by the criteria weight and dividing by 4. The maximum total score for all criteria equals 100. For further detail please refer back to Section 3.2.1 for a description of the scoring process.

JEA may post a Notice of Intent to Negotiate on the JEA procurement page.

3.3.2 Negotiation Team

Consistent with the JEA Procurement Code, a Negotiation Team consisting of at least three individuals will be appointed to conduct negotiations with Respondents within the competitive range, review revised Replies and Best and Final Offers ("BAFO"),

and formulate a recommended award ("the "Negotiation Team"). The Negotiation Team may be assisted in their duties by subject matter experts, including, but not limited to, personnel of the Advisors, who shall be available to assist the Negotiation Team, to provide guidance within their respective areas of expertise to the Negotiation Team, and to participate in negotiations with Respondents as needed.



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SECTION 3.0 – Award Methodology

3.3.3 Request for Revised Replies

As the initial step in the Negotiation Phase, JEA anticipates requesting that Respondents within the competitive range provide revised Replies addressing additional specified topics and updating initial Replies based upon additional information provided to Respondents.

Upon the determination of the competitive range, Respondents determined to be within the competitive range will be asked to enter into a non-disclosure agreement ("NDA") for purposes of receiving and accessing certain exempt or confidential information relating to JEA, including, without limitation, trade secrets, material non-public information, or other confidential information. Following execution of the NDA, Respondents will be granted access to the JEA Virtual Data Room, which will include a confidential information presentation on JEA and certain financial projections. Within a period to be determined by the Negotiation Team, such Respondents invited to participate in the Negotiation Phase will be asked to submit a revised Reply addressing specifically their approach to satisfying each of the Evaluation Criteria, the Selection Criteria, and any other additional items which may be enumerated in the Request for revised Replies.

3.3.4 Written and Oral Negotiations

Following submission of revised Replies, the Negotiation Team will review such submissions to identify Respondents with whom it wishes to negotiate further. The Negotiation Team may, but is not required to, engage in formal scoring for purposes of identifying Respondents with whom it wishes to engage in further negotiation. JEA reserves the right to later elect to further negotiate with Respondents who were not initially selected for further negotiations, if the Negotiation Team determines that doing so would be in the best interest of JEA.

A. Respondent(s) invited to negotiate may be asked to provide more detailed clarifications of their Replies and/or to provide interactive presentations of their Replies. JEA reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded. All recordings of negotiations and any records related to negotiation sessions are public record and can be released pursuant to a public records request after a Notice of Intent to Award is posted or 30 days after the submission of the final Replies to the last Request for BAFO(s). If a Respondent asserts that any information to be discussed in oral negotiation sessions is exempt from public disclosure, it should contemporaneously notify the Negotiation Team of this fact and assert the confidentiality of such information on the record.

Solicitation Process; Evaluation, Negotiation, and Award Methodology

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B. JEA anticipates that negotiation meetings may be conducted in Jacksonville, Florida or New York, New York. JEA reserves the right to schedule negotiations at a different location or to conduct negotiation sessions telephonically. JEA may, but is not required to, distribute an agenda in advance of the first negotiation session. Representatives for each Respondent should plan to be available for face-to-face meeting(s), without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

C. Negotiations will include discussions of the Reply and the model envisioned by the Respondent, until acceptable terms are agreed upon or it is determined that an acceptable agreement cannot be reached. The negotiation process will also include negotiation of the terms and conditions of potential transactional documents. As this is an ITN, JEA reserves the right to negotiate the terms and conditions determined to be in the best interest of JEA. The negotiation process will continue until JEA requests, in writing, BAFO(s). JEA reserves the option to resume negotiations that were previously suspended. JEA anticipates that multiple rounds of BAFO(s) may be requested under this ITN but is under no obligation to request more than one round of BAFO(s). As a result, it is imperative that Respondents ensure that any BAFO(s) submitted includes the best terms that the Respondent can offer, as failure to do so may result in the Respondent not being selected to proceed to additional negotiations.

D. The focus of the negotiations will be on achieving the solution that provides the best value to JEA based upon the Selection Criteria and the requirements of this ITN. The Selection Criteria include those enumerated in Section 3.3.8.B.

3.3.5 Additional Information in Connection With Written and Oral Negotiations

JEA anticipates that Respondents chosen to participate in written and oral negotiations will gain access to additional information that will allow them to further refine and update their proposed solutions to better address the Selection Criteria. This exchange of information is expected to include discussions with JEA management during recorded negotiation sessions and an opportunity for such Respondents to submit questions and requests for additional information or clarification via email to the Designated Procurement Representatives. At the start of written and oral negotiations, JEA will provide Respondents chosen to participate with a question log file that may be used to submit written questions to JEA and will indicate the date by which such question log file must be returned. As JEA understands that additional questions may arise as a result of written and oral negotiations, additional written questions may be directed to the Designated Procurement Representatives; however, such standalone questions are expected to be a rare exception and Respondents should endeavor to aggregate all of their questions and requests within the question log file, rather than sending individual questions.

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In the event individual questions are received by the Designated Procurement Representatives, JEA will determine in its discretion whether such questions should be answered and how any responses provided will be distributed to the affected Respondent(s). All data responses made available will be subject to posting in the JEA Virtual Data Room for access to all Respondents participating in negotiations. Responses to questions may also be posted for access to all Respondents participating in negotiations in the event that JEA determines that doing so is in the best interest of JEA.

3.3.6 Other JEA Rights During Negotiations

JEA reserves the right to negotiate with any or all Respondents, serially or concurrently, to determine and realize the best solution.

JEA reserves the right to exercise any or all of the following non-exhaustive list of rights at any time during the Negotiation Process:

- A. Schedule additional negotiating sessions with any or all Respondents
- B. Require any or all Respondents to provide additional, revised, or final written Replies addressing specified topics
- C. Require any or all Respondents to provide written BAFO(s)
- D. Require any or all Respondents to address or match frameworks, concepts, terms, or conditions offered by any other Respondent
- E. Arrive at an agreement with any Respondent, finalize

principal contract terms with such Respondent, and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents

- F. Decline to conduct further negotiations with any Respondent
- G. Re-open negotiations with any Respondent
- H. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this ITN
- I. Review and rely on relevant information contained in the Replies
- J. Check references provided to obtain independent verification of the information provided by Respondents. JEA also reserves the right to contact references not provided by a Respondent
- K. Request financial models different from those initially provided by a Respondent. This information may be used in negotiations to determine the best financial model to be used in any resulting contract
- L. Waive Minor Irregularities if JEA determines that doing so will serve the best interest of JEA

Solicitation Process; Evaluation, Negotiation, and Award Methodology

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JEA has sole discretion in deciding whether and when to take any of the foregoing actions, over the scope and manner of such actions and the Respondent or Respondents affected, and whether to provide concurrent public notice of such decision.

3.3.7 Best and Final Offers

JEA may issue a written request for one or more BAFO(s) to the Respondents with which the Negotiation Team has conducted negotiations. At a minimum, based upon the negotiation process, the BAFO must contain:

1. A revised Reply to this ITN, containing all negotiated changes, with all changes from the original Reply shown;
2. A detailed financial offer in the format requested by the request for BAFO(s); and
3. Any other information requested by JEA in its written request for BAFO(s)

Depending on the nature of the Replies received, JEA may elect to provide draft transaction documents to be marked-up by Respondents from whom a BAFO is requested. In the event that JEA does so, these marked-up transaction documents should be provided as part of the Respondent's BAFO.

The Respondent's BAFO will be delivered to the Negotiation Team for review and consideration as set forth in Section 3.3.8. JEA

reserves the right to conduct follow-on negotiations with any Respondent and to request additional rounds of BAFOs if it determines that doing so is in the best interest of JEA.

3.3.8 Final Selection and Notice of Intent to Award

A. JEA Negotiation Team Recommendation

Following receipt of the final BAFOs, the final BAFOs will be provided to the Negotiation Team for review. Thereafter, the Negotiation Team will meet to determine which offer constitutes the best value to JEA based upon the Selection Criteria. Thereafter, the Negotiation Team will develop a recommendation that identifies the award that will provide the best value to JEA based upon the Selection Criteria. In so doing, the Negotiation Team is not required to score the Respondents but will base its recommendation on the Selection Criteria. Scores from the Evaluation Phase will not carry over into negotiations, and the Negotiation Team will not be bound by such scores.

B. Selection Criteria

The selection criteria to be utilized in selecting a recommended awardee (the "Selection Criteria") include, but are not limited to, the following:

1. The Respondent's ability to satisfy the enumerated goals as stated in Section 1.1

Solicitation Process; Evaluation, Negotiation, and Award Methodology

SECTION 3.0 – Award Methodology

2. Overall value to the City of Jacksonville and JEA's customers
3. The Respondent's capability to deliver innovation to JEA's existing operations
4. The feasibility of the Respondent's proposed solution and ability to consummate the plan proposed by the Respondent on a timely basis
5. The ability of the Respondent to satisfy priorities of JEA, as articulated in the Evaluation Criteria and/or during the Negotiation Phase

C. Award Selection

1. An intended award will be made to the Respondent with the final BAFO that is assessed as providing the best value to JEA. JEA reserves the right to pursue a contract for all or for part of the items contemplated by this ITN
2. JEA reserves the right to cancel, postpone, modify, reissue, and/or amend this ITN at its discretion
3. JEA reserves the right to accept or reject any and all offers, or separable portions, and to waive Minor Irregularities, if JEA determines that doing so will serve the best interest of JEA. JEA has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right
4. Replies that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected at the sole discretion of JEA

D. Board of Directors Approval

Following rendition of the Negotiation Team's recommendation, the Board of Directors will make the final decision as to which Respondent should be selected for award based on the recommendation of the Negotiation Team. In so doing, the Board of Directors is not required to score the Respondents but will base its decision on the Selection Criteria and recommendation of the Negotiation Team. A report will be prepared regarding the award selection and memorializing the reasons for such selection.

E. Certain Additional Approvals

Throughout and subsequent to the Solicitation Process, JEA's Board of Directors intends to abide by Article 21 of the City Charter and all other applicable federal, state, and local law. Any final selection and award may be subject to not only additional Board of Directors action but also additional approvals as set forth in federal, state, and local law.

3.3.9 JEA Reserved Rights for Award

JEA reserves the right to award Contracts for less than all items encompassed by this ITN.

3.3.10 Posting of Decision

JEA will post a Notice of Intent to Award, stating its intent to pursue a Contract with the selected Respondent. If JEA decides to reject all Replies, it will post its notice on the procurement page for this ITN at www.jea.com/strategicalternatives.



FREQUENTLY ASKED QUESTIONS

JEA | ITN FOR STRATEGIC ALTERNATIVES | ITN# 127-19

Frequently Asked Questions

These FAQs are intended only to provide a brief overview of certain aspects of this ITN process. A review of these FAQs does not substitute for an understanding of the complete process described in the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section of this ITN, and these FAQs are not intended to supplement or modify the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section of this ITN in any manner. In the event of any perceived conflict between these FAQs and the process described in the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section of this ITN, the language of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section shall govern.

1. What are the phases of this ITN Process?

Please refer to the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

2. Is there an opportunity to submit questions during the Solicitation Phase?

For details regarding the submission of questions during the Solicitation Phase, please refer to Section 2.1.1 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

3. When do you expect this ITN process to conclude?

For details regarding the Timeline of Events, please refer to Table 1 of Section 2.2 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

4. Do proposals have to be for the full integrated utility?

Replies will be assessed first against the Mandatory Requirements found in Table 3 of Section 3.1.1 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section of this ITN and then against the Evaluation Criteria found in Table 5 of Section 3.2.3 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

5. Are parties domiciled outside of the U.S. allowed to participate in the process? Will they be evaluated consistently with any U.S. based process participants?

Yes. Replies will be assessed first against the Mandatory Requirements found in Table 3 of Section 3.1.1 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section of this ITN and then against the Evaluation Criteria found in Table 5 of Section 3.2.3 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

6. Who can I contact regarding this ITN?

For details regarding who to contact regarding this ITN, please refer to Section 2.1.1 and Section 2.11 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

7. If I do not participate in the solicitation phase, am I able to participate later in the process?

No. Please refer to Section 1.3 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN. While Vendors who do not submit a Reply will not be eligible to be awarded the Contract resulting from this ITN, they may participate as a team member or partner under a resulting Contract with a Respondent who has submitted a Reply.

Frequently Asked Questions

Process Considerations

8. Will I have the opportunity to meet with management during this ITN process?

Please refer to Sections 2.1.1 and 3.3.5 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

9. Is the City of Jacksonville supportive of this ITN?

Any potential sale or similar transaction regarding JEA's Electric System, Water and Wastewater Systems, and District Energy System would require the approval of the City Council as well as a referendum approval of the terms and conditions of any sale or transaction that comprises more than 10% of the total JEA utility system, thus ensuring that the City and citizens of Jacksonville will have a say in any transaction involving JEA.

10. Why is JEA pursuing this ITN process?

JEA is seeking the strategic flexibility needed to adapt to the rapidly changing utility landscape and to tap into a broad spectrum of new markets and to achieve its vision of maximizing customer, community, environmental, and financial value over the long-term.

11. Will my identity and/or response to this ITN be made public? If so, when?

Following the Notice of Intent to Award, Replies to this ITN process may be disclosed pursuant to a public records request, as required under applicable law. For additional information please see Section 2.8, of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

12. Are financial investors / sponsors allowed to participate in this process?

Yes. Replies will be evaluated against the Mandatory Requirements set forth in Table 3 of Section 3.1.1 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN, on a pass/fail basis. Replies that do not satisfy each of the required Mandatory Requirements will be rejected.

13. Can a consortium of bidders participate in this process?

Yes. Vendors are welcome to partner or enter into teaming agreements that they believe would provide value to JEA. The Vendor who intends to serve as the prime Vendor under any such arrangement must submit a timely Reply to be eligible for Contract award.

14. How will Replies be assessed?

Please refer to Sections 3.1 and 3.2 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

Frequently Asked Questions

The Evaluation Criteria and Outcome

15. Which of the listed strategic alternatives is JEA's preferred outcome?

As discussed in this ITN, JEA is soliciting Replies for the evaluation of strategic alternatives that meet its goals of maximizing customer, community, environmental, and financial value over the long term, consistent with the Mandatory Requirements found in Section 3.1.1, the Evaluation Criteria found in Section 3.2.3, and the Selection Criteria found in Section 3.3.8.B of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN. JEA has no specific preferred outcome and is open to receiving a range of Replies in response to this ITN.

16. Do you expect that this ITN will lead to a privatization of all or a portion of JEA?

A sale of all or a portion of JEA to a private sector entity is one of a number of potential outcomes of this ITN.

We will have additional clarity on the potential outcomes and our path forward with respect to this ITN following September 30, 2019, as described in Table 1 of Section 2.2 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" beginning on page 20 of this ITN, when we will receive Replies and assess them relative to the Mandatory Requirements found in Table 3 of Section 3.1.1 and the Evaluation Criteria found in Table 5 of Section 3.2.3 in the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

17. Will all parties who meet the Evaluation Criteria be invited into the Negotiation Phase?

Please refer to Section 3.3.1 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

18. If this ITN does result in a sale of all or a portion of JEA, which approvals would you expect to be required for such a transaction?

In the case of such a sale transaction, the requisite approvals would be expected to include, but not be limited to:

- Federal Trade Commission or Department of Justice early termination of the waiting period or allowance of waiting period expiration under the Hart-Scott-Rodino Antitrust Improvements Act of 1976
- Federal Energy Regulatory Commission approval
- Majority vote in a referendum conducted by the City

In addition, such a transaction could require approval by the FPSC with respect to the establishment of parameters for current and future ratemaking by the FPSC, which may include rate base, regulatory capital structure, and allowed regulatory returns on debt and equity capital. Other approvals may also be required.

Frequently Asked Questions

The Evaluation Criteria and Outcome (cont'd)

19. What are the minimum requirements?

It is important that the needs of all JEA's key stakeholders are addressed in any potential transaction. Any potential transaction must contain the following contingencies:

- Greater than \$3 billion of value to the City of Jacksonville
 - The net present value of JEA's expected contribution to the City over the next 20 years is \$2 billion. The minimum financial value of \$3 billion of unencumbered cash to be paid to the City out of the proceeds of any transaction was set through thoughtful consideration and debate, reflecting a recognition of the substantial transformation that may result from a transaction
- Greater than \$400 million of value distributed to customers
 - Customers are at the heart of JEA's operations, and customer value is one of JEA's four core values. JEA seeks to improve lives in our Northeast Florida community. A minimum requirement of any transaction is to provide our customers with rebates of more than \$400 million value. To customers, this means a one-time value of \$350+ for electric accounts or \$1400+ for customers with electric, water, sewer, and irrigation accounts. All such rebates will be paid by JEA out of the proceeds of any transaction

- At least three years of contractually guaranteed base rate stability for customers
 - Customers are at the heart of JEA's operations, and customer value is one of JEA's four core values. JEA seeks to improve lives in our Northeast Florida community. A minimum requirement of any transaction is to provide our electric, water, and wastewater customers with at least three years of no base rate increases after any transaction
- Commitment to develop and provide the City of Jacksonville and Duval County Public School system 100% renewable electricity by the year 2030
 - Currently, the City of Jacksonville and the Duval County School Board of Directors have energy usage of approximately 50 MW (equal to the output from ~250 MW of solar panels at P90). The commitment is to obtain, through PPAs, self-build, or other means, output from solar or other renewable energy resources, facilities adequate to supply this need for the accounts of Jacksonville and the Duval County School Board of Directors. The renewable energy would be sold to the entities through a new or existing tariff at a price equal to or less than current cost. On-site solar, storage and renewable energy resources may be a component of meeting this commitment and are preferred but are not part of the requirement

Frequently Asked Questions

The Evaluation Criteria and Outcome (cont'd)

19. What are the *minimum requirements?* (cont'd)

- Commitment to develop and provide 40 MGD of alternative water capacity for Northeast Florida by the year 2035
 - JEA currently provides 115 MGD of water to its customers. 100% of the water provided is sourced from the Floridan Aquifer. With projected growth in population and water consumption, alternative water supplies will be needed to stay within the limits of future Consumptive Use Permits (the method by which the St. Johns Water Management District and Florida Department of Environmental Protection regulate withdrawals from the aquifer). The goal is to provide 40 MGD of alternative water supply for the JEA service territory by the year 2035. Alternative Water Supply includes finding new sources for drinking water or new sources specifically for irrigation. Some examples include: Direct or Indirect reuse (water purification), surface water (lower or upper St Johns) desalination, surficial aquifer irrigation wells, storm water harvesting for irrigation, or aquifer recharge. JEA has a current plan to achieve the 2035 goal and the commitment would be to fulfill the future objective in line with current plans. The cost of this additional service may be recovered through FPSC approved rates

- Protection of certain employee retirement obligations payable by JEA at the time of a Recapitalization Event
 - In recognition of the employees' commitment to JEA, the JEA Board of Directors approved for introduction to the City Council legislation that, if approved by City Council, and in the event a Recapitalization Event occurs, protects JEA employees who participate in the City of Jacksonville General Employees Pension Plan ("GEPP") by increasing the years of service credit for vested employees and vesting non-vested employees in their benefits under the Plan. These changes will be subject to collective bargaining, if applicable, and will be funded out of the proceeds of any transaction
- Maintenance of substantially comparable employee compensation and benefits for three years
 - JEA is committed to protecting its employees. One process goal is a minimum requirement that for at least three years following any transaction, all continuing full-time JEA employees will be provided with compensation and benefits that are substantially comparable, in the aggregate, to the compensation and benefits that JEA provided to them immediately prior to the transaction occurring. For union employees, this obligation is subject to the terms and conditions of applicable collective bargaining agreements

Frequently Asked Questions

The Evaluation Criteria and Outcome (cont'd)

19. What are the minimum requirements? (cont'd)

- Retention payments to all full-time employees of 100% current base compensation
 - In recognition of the need to retain critical talent through and in the aftermath of any potential transaction, JEA has entered and plans to enter into (subject to collective bargaining, as applicable) voluntary retention agreements with all full-time employees who were actively employed on July 23, 2019. Under the agreements, employees will receive cash payments equal to 100% of their then-current annual base salaries. The payments vest in three equal installments on each of the closing date of any transaction, the first anniversary of such closing date, and the second anniversary of such closing date. Subject to certain exceptions, the employees must be employed with JEA on the vesting dates to receive their payments. For union employees, this obligation is subject to the terms and conditions of applicable collective bargaining agreements

- Commitment to new headquarters and employees in downtown Jacksonville, contributing to the economic development of the community
 - JEA is committed to economic growth in Northeast Florida. In fact, community impact value is one of just four measures of value at JEA. This goal is to

continue an already-underway downtown headquarters project to completion and to continue to have a vibrant downtown headquarters for JEA into the future

20. Is JEA willing to enter into a transaction if some, but not all, of the minimum requirements are met?

In the resolution approving moving forward with this solicitation, the Board of Directors specified that any competitive solicitation outcome must achieve the minimum requirements outlined on page 19.

21. This ITN identifies untapped growth potential. Will Replies that address these opportunities be viewed favorably?

Replies will be assessed first against the Mandatory Requirements found in Section 3.1.1 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section of this ITN and the Evaluation Criteria found in Section 3.2.3 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

Frequently Asked Questions

Employees, Community, and Customer Rates

22. What information will be provided to potential Respondents to assist in preparing the deliverables?

Below is a summary of the information expected to be available to the Respondents and potential Respondents in this process. Please refer to the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN for a comprehensive description of the process.

- Solicitation Phase: this ITN and information about JEA which is available in the public domain
- Negotiation Phase:
 - Before revised Replies: a confidential information presentation on JEA and certain financial projections
 - After revised Replies: additional information that will allow the Respondents to further refine and update their proposed solutions to better address the Selection Criteria found in Section 3.3.8.B of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN. This exchange of information is expected to include discussions with JEA management during recorded negotiation sessions, and provide an opportunity for the Respondents to submit questions and requests for additional information or clarification via email to the Designated Procurement Representatives, as described in Section 3.3.5 of the "Solicitation Process; Evaluation, Negotiation, and Award Methodology" Section beginning on page 20 of this ITN.

23. What are the current rate base, regulatory capital structure, and allowed returns for each of the Electric System and Water and Wastewater Systems?

Current rate base information for the JEA electric and water utilities does not exist, as JEA currently operates outside the purview of the FPSC.

For entities under FPSC purview, the FPSC sets rates such that the utility can recover the costs incurred to provide service and the cost of operating the utility while allowing the utility an opportunity to earn a fair rate of return on its investment.

24. What is the status of the MEAG litigation?

JEA and the Municipal Electric Authority of Georgia ("MEAG") are parties to pending litigation involving two lawsuits regarding the Amended and Restated Power Purchase Agreement ("PPA") between JEA and MEAG for the financing of the construction of two additional units, Units No. 3 and 4, at the Alvin W. Vogtle Nuclear Power Plant ("Plant Vogtle") in Burke County, Georgia. On September 11, 2018, MEAG initiated a lawsuit in Georgia federal court against JEA alleging that certain of JEA's conduct breached the PPA and seeking a declaration that the PPA was, and would remain, enforceable. That lawsuit was dismissed by the Georgia court on April 9, 2019. MEAG has appealed the dismissal to the Eleventh Circuit Court of Appeals, and the appeal remains pending.

Frequently Asked Questions

Employees, Community, and Customer Rates (cont'd)

24. What is the status of the MEAG litigation? (cont'd)

Also, on September 11, 2018, JEA and the City of Jacksonville filed suit against MEAG in Florida state court asserting that the execution of the PPA exceeded the scope of JEA's authority as a matter of Florida constitutional, statutory, and municipal law and seeking a declaration that the PPA is ultra vires and void ab initio as a matter of Florida law. MEAG removed this case to federal court in Florida on October 2, 2018. On July 12, 2018, the Florida federal court ordered the case transferred to Georgia federal court in Atlanta. This case remains pending and MEAG answered and counterclaimed to JEA's Complaint. This litigation is in its early stages and no merits or issues have been adjudicated.

JEA continues to vigorously pursue its claims regarding the PPA. JEA recognizes that participants in this ITN may have further questions regarding the pending litigation and the potential treatment of the PPA in any ultimate transaction entered into as a result of this ITN process. JEA does not anticipate that any transaction will be structured in a manner that would violate the terms of the PPA. Additional details may be discussed with the bidders who ultimately proceed to the Negotiation Phase.

25. Will this affect JEA's annual contribution to the City?

JEA, as a community-owned utility company, does not currently pay property taxes to the City but makes a contribution in lieu of taxes. JEA's customers also pay a franchise fee and public service taxes to the City of Jacksonville. In the event this ITN results in a sale of all or a portion of JEA, lost contributions to the City will be replaced at least in part with property taxes. In addition, one of JEA's goals in this ITN is an upfront payment to the City of greater than \$3 billion, 26x larger than JEA's average annual contribution to the City and 50% greater than the net present value of JEA's annual contribution to the City over the next 20 years.

Frequently Asked Questions

Employees, Community, and Customer Rates (cont'd)

26. What are JEA's expectations related to the Other Post-Employment Benefits ("OPEB") and pension obligations?

As part of any transaction, JEA is requiring that employee compensation and benefits will be guaranteed to be substantially comparable for three years. Additionally, there will be accelerated vesting of certain employee retirement obligations. Pension obligations under the GEPP are fulfilled by the Retirement System. JEA maintains a medical benefit plan that it makes available to eligible retirees and their beneficiaries. Liability for retiree medical benefits, as applicable, will be assumed and fulfilled by the successful participant in this process.

27. How are customer rates currently determined? How do you expect that would change as a result of this ITN?

- JEA is a community-owned utility company that sets its own customer rates
- The Board of Directors is responsible for setting rates. Rates are established on a cost-of-service basis, including operating and maintenance expenses, depreciation of the respective operations, and meeting minimum annual coverage for debt service of 1.25x
- Base rate changes are implemented after a public rate hearing and Board of Directors approval. Fuel rate changes are implemented solely with Board of Directors approval. JEA has an ongoing plan to review, update, and, where possible, expand its rate options to provide customers more rate choices for their utility services

- It is possible that, as a result of this ITN, all or a portion of JEA would become subject to regulation by the FPSC. We would expect in that event that the FPSC would regulate the relevant utility assets in the same manner as it regulates other regulated utilities currently subject to its jurisdiction. The FPSC sets rates such that the utility can recover the costs incurred to provide service and the cost of operating the utility while allowing the utility an opportunity to earn a fair rate of return on its investment. The FPSC will analyze requested rate changes and conducts earnings surveillance to ensure that regulated utilities are not exceeding their authorized rates of return.
- Regulated utilities seeking a substantial increase in rates and charges from the FPSC can open a rate case for FPSC analysis of the utility's investments and expenses to determine new rates. Once the Minimum Filing Requirements, as defined by the FPSC, for a case are filed with the FPSC by the utility, the FPSC has 60 days to officially suspend, deny, or approve the utility's requested rates
- One of the goals in this ITN is delivery of value to customers, and we would expect any transaction resulting from this ITN will result in greater value to customers relative to what JEA could provide in the absence of a transaction

Frequently Asked Questions

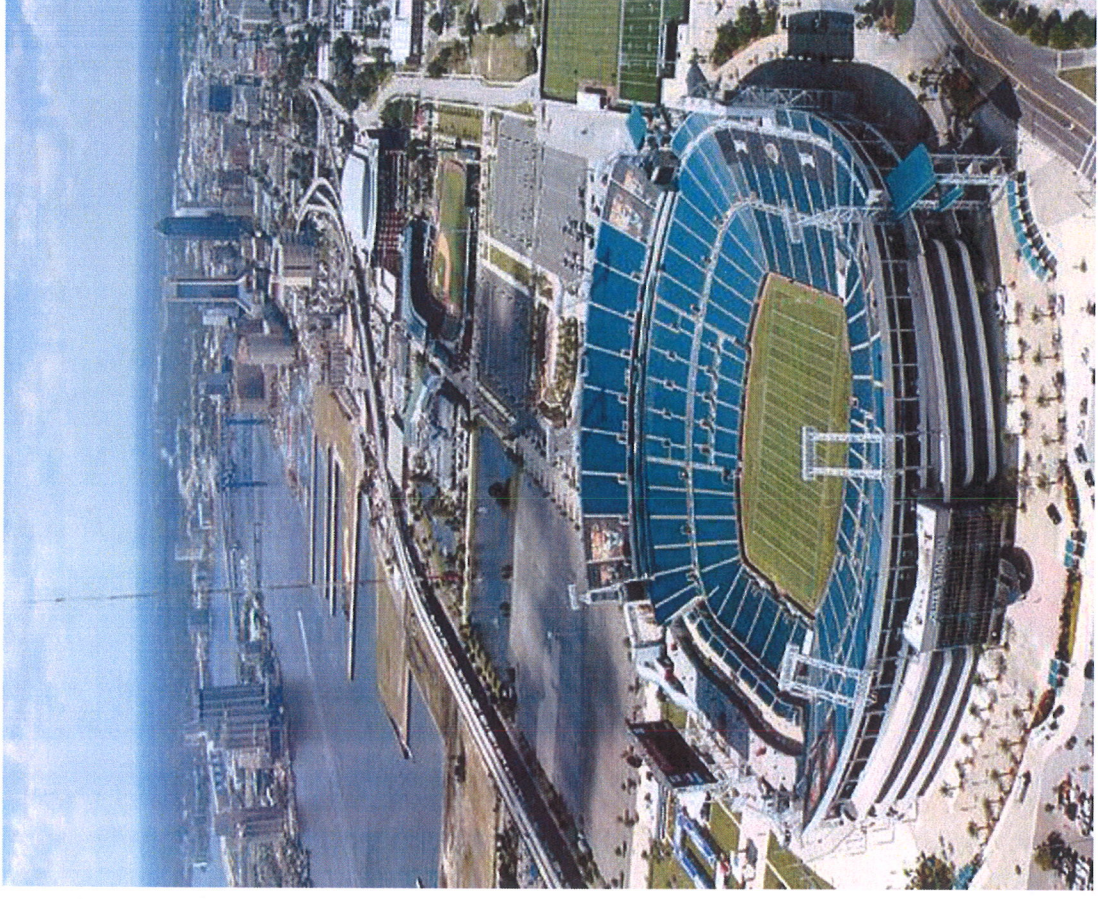
Employees, Community, and Customer Rates (cont'd)

28. In the absence of this ITN, what would be the expected change in rates over the next decade? What is the expected impact of a transaction contemplated by this ITN?

- JEA projects an increase in energy rates of between 26-55% over the next decade (depending on implementation of cost savings measures, contribution to the City and other market dynamics)
- One of the goals in this ITN is delivery of value to customers, and we would expect any transaction resulting from this ITN will result in greater value to customers relative to what JEA could provide in the absence of a transaction

29. Where can one locate additional publicly available information regarding JEA?

Please refer to www.jea.com/strategicalternatives as well as the appendix to this ITN, which incorporates certain documents by reference.





BUSINESS OVERVIEW

JEA | ITN FOR STRATEGIC ALTERNATIVES | ITN# 127-19



at a glance:

Business Overview

JEA Electric System

- 900 square miles of service area
- 6,831 (6920) miles of distribution wires
- 744 (745) circuit miles of transmission wires
- 4 generation facilities
- 7 solar offtake agreements

JEA Water and Wastewater Systems

- 100% groundwater supply
- 11,031 miles of pipe¹
- 38 active water treatment plants
- 11 wastewater treatment facilities
- 10 reclaimed water production facilities

JEA District Energy System

- 4 chilled water plants
- Total capacity: 20,700

	2016	2017	2018
--	------	------	------

Sales (\$mm) \$1,366 \$1,428 \$1,364

Sales (GWh) 14,586 13,894 12,732

Avg. customers (000's) 452 459 466

	2016	2017	2018
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Sales (\$mm)

Sales (Mgals)²

Avg. Water Customers(000's)

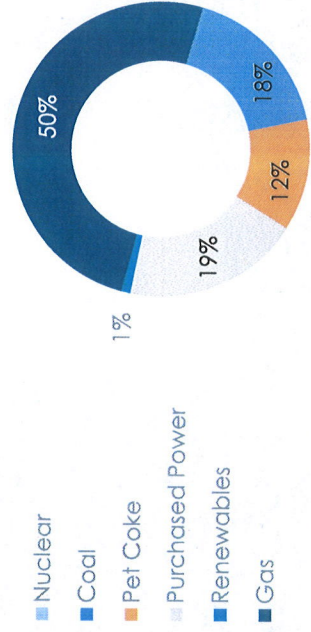
Avg. Wastewater Customers (000's)

Sales (\$mm)

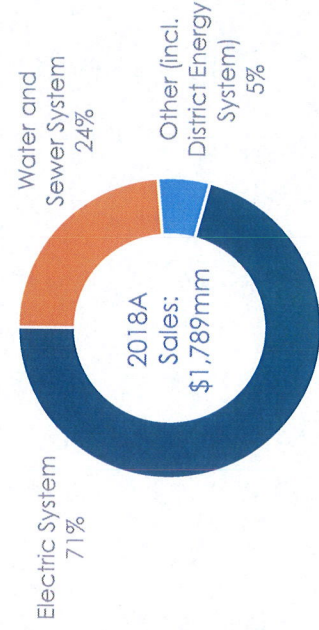
2016 2017 2018
\$8 \$8 \$8

2018 Energy Fuel Mix

(% of Total MWh Generated)



2018 Total System Sales

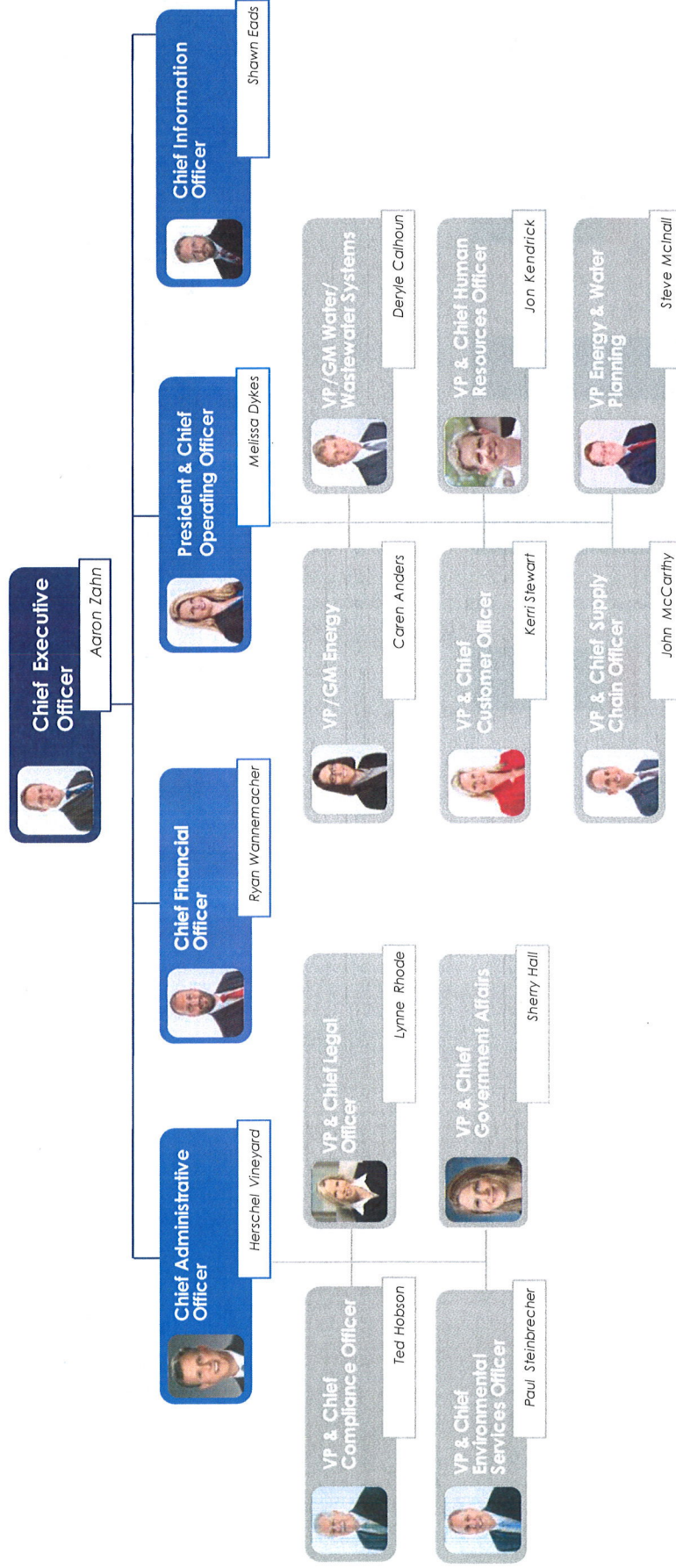


Source: 2018 JEA Annual Report, 2018 Annual Disclosure Report

1. Water system (5,665 miles), wastewater system (5,005 miles), reclaimed water system (361 miles) as of 2018
2. Includes water system, wastewater system, and reclaimed water system

Senior Leadership Team

Strong Management Team with First-Class Operational and Regulatory Expertise



Over 300 Years of Combined Industry Experience

JEA Electric System

Overview

The JEA Electric System is an integrated energy provider engaged in electric power production and transmission and distribution operations.

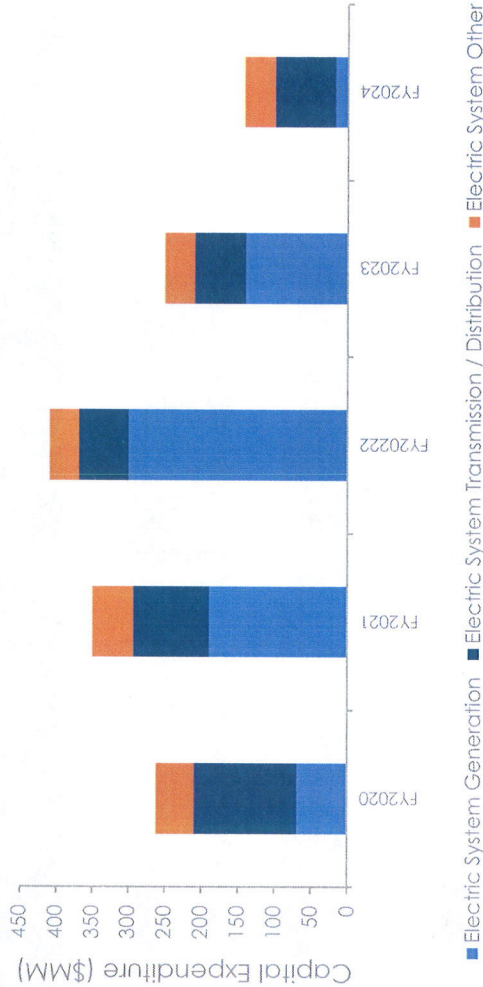
- JEA owns and operates a fleet of four power plants with approximately 3,000 megawatts of electric generating capacity and an energy fuel mix made up primarily of natural gas
- JEA delivers approximately 12.4 million MWh of electricity to over 466,000 customers in Northern Florida
- JEA's 900 mile service territory encompasses virtually the entire City of Jacksonville as well service in portions of the northern sections of St. Johns and Clay Counties, which are located southeast and southwest of the City, respectively

Service Footprint

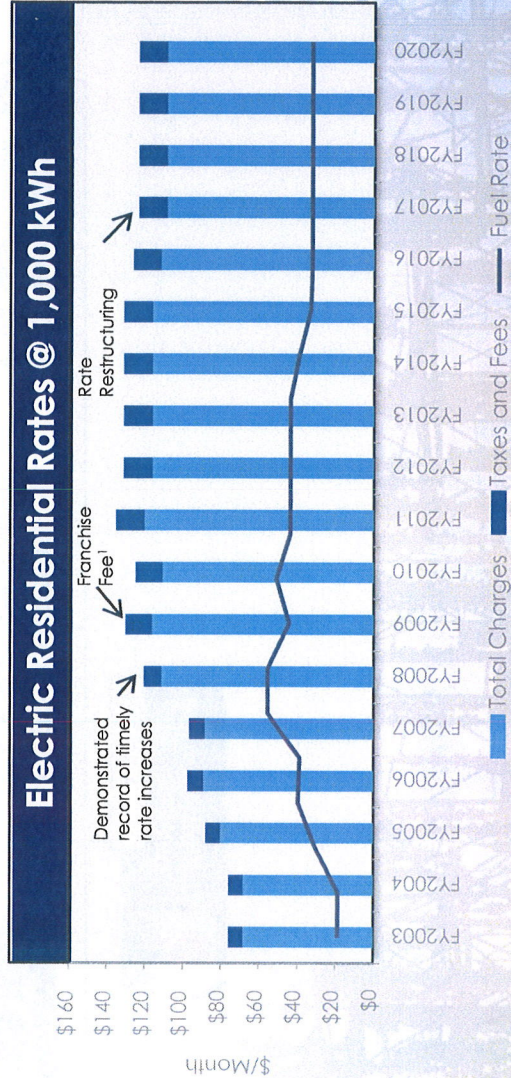


Robust Capital Expenditure Projections

Over \$1.4 billion of Capital Expenditure in the Electric System over next 5 Years



History of Competitive Rates



Electric System Customer Overview

In 2018, JEA's Electric System generated \$1.2 billion in revenue of which 55% was contributed by commercial and industrial customers, including the U.S. Navy, the City of Jacksonville, and CMC Steel Florida

- The remainder of the Electric System's revenues were generated by its residential customers
 - These customers spend ~\$1,500 on average annually for service

Customer Breakdown



Top 10 Customers for Electric System

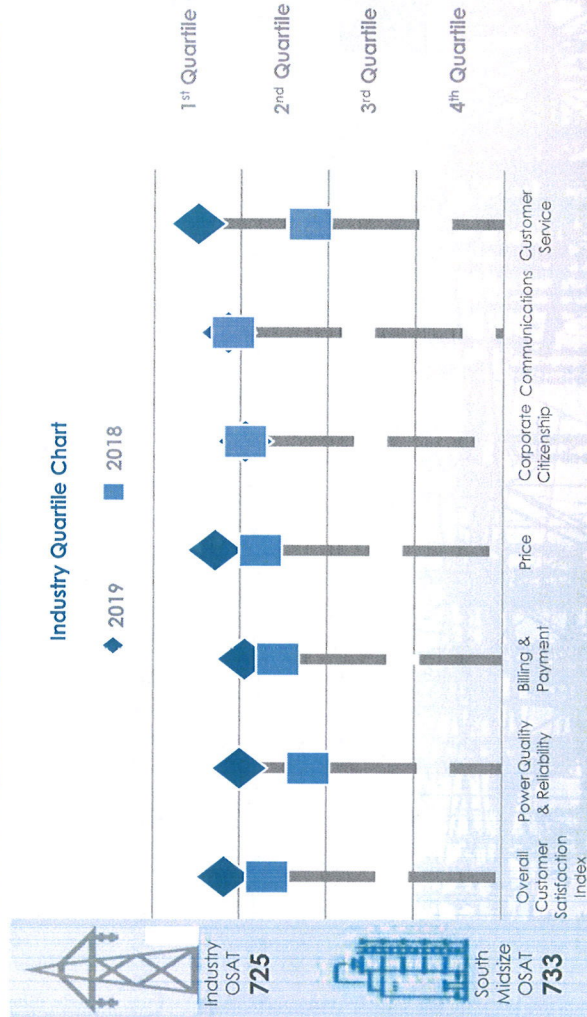
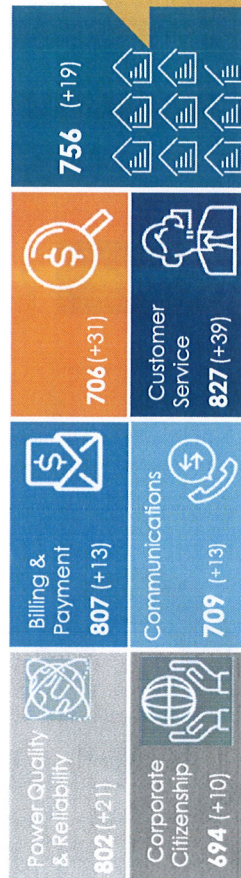
Ten Largest Customer Accounts			Annual \$ Billed	% of Revenues
	U.S. Navy Public Works Center		\$22,130,326	1.8%
	City of Jacksonville		21,660,130	1.8
	CMC Steel Florida		18,726,308	1.5
	WestRock CP LLC		15,236,857	1.2
	Duval County School District		14,546,196	1.2
	Anheuser Busch, Inc.		8,318,025	0.7
	Southern Baptist Hospital of Florida Inc.		8,133,950	0.7
	Publix Supermarkets Inc.		7,828,937	0.6
	Johnson & Johnson Vision Care Inc.		7,343,645	0.6
	Winn Dixie Stores, Inc.		7,173,720	0.6
Total			\$131,098,094	10.7%

Growing Customer Base with Low Concentration

JEA Customer Experience

JEA continues to transform the customer experience through its use of customer data to better inform operational priorities and performance levels:

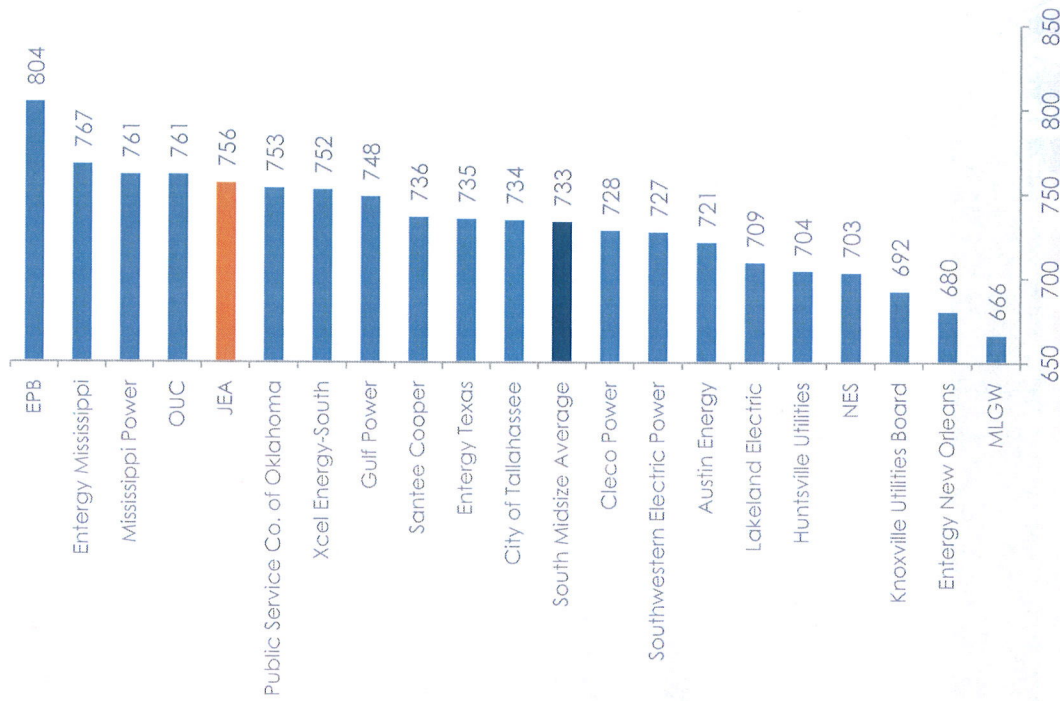
- Data-driven approach allows JEA to better manage customer relationship and identify initiatives and investments that will continue to advance the customer experience
- JD Power has ranked JEA in categories including Power Quality & Reliability, Billing & Payment, Price, Corporate Citizenship, Communications, and Customer Service for an overall rank of 28 of 142 profiled electricity brands



J.D. POWER

Source: 2019 Electric Utility Residential Customer Satisfaction StudySM

Overall Satisfaction Scores (South Midsized)



**Strong Customer Satisfaction Metrics
Relative to Peers**

J.D. POWER

JEA | Invitation to Negotiate (ITN) #127-19

Generation Overview

The generation fleet consists of four owned and operated power plants that use fossil fuels, primarily natural gas, with generating capacity of 2,573 MW¹ and has a joint ownership interest in Plant Scherer Unit 4, which has a net generating capacity of 198 MW

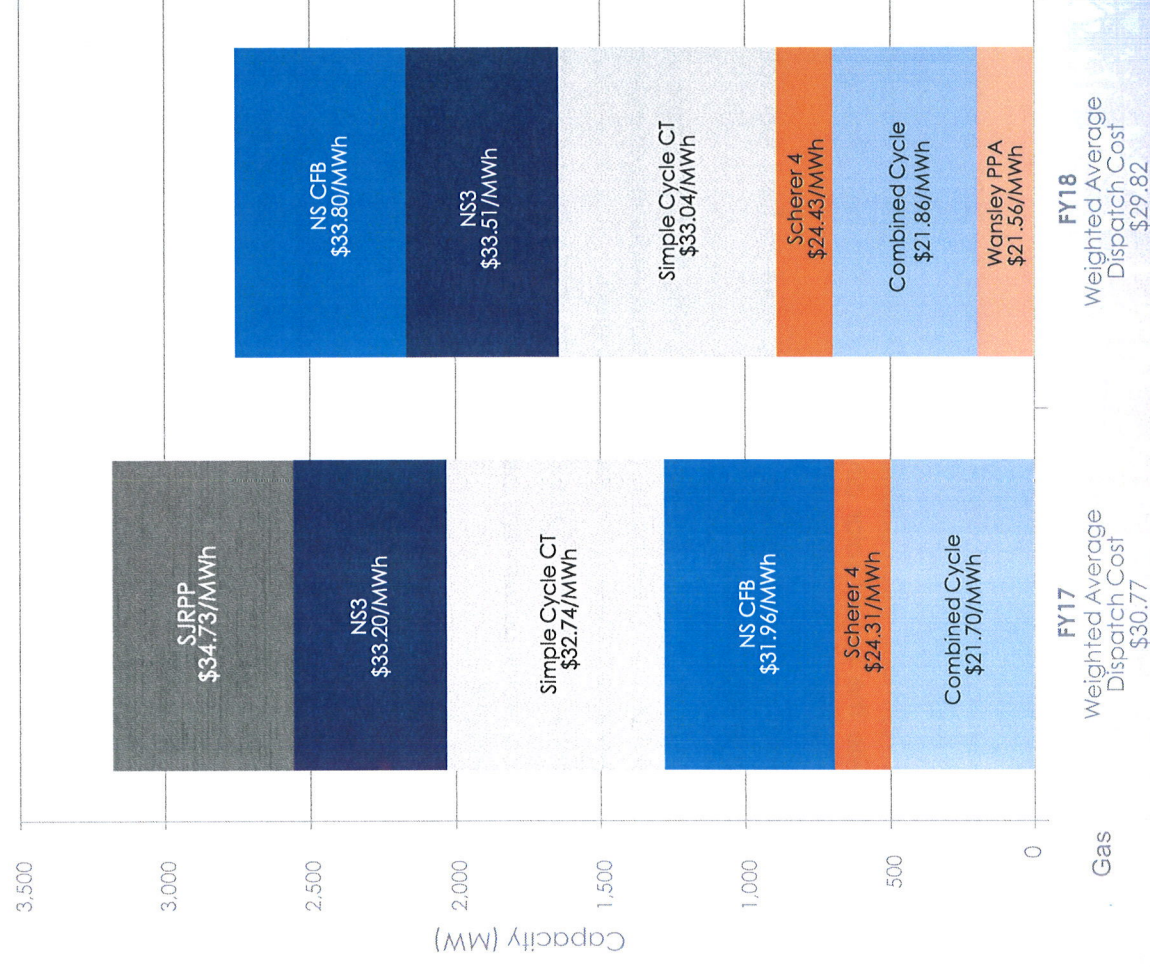
- The four owned and operated plants are the J. Dillon Kennedy Generating Station ("Kennedy"), the Northside Generating Station ("Northside"), the Brandy Branch Generating Station ("Brandy Branch") and the Greenland Energy Center ("GEC")
- JEA leverages the flexibility of its existing resources and the significant investment that has been made in the Electric System's generation assets to address customer needs
- JEA is dedicating capital to ensure the long term availability of safe, reliable power while taking in to consideration the age of its generation assets, prospective environmental regulations, energy efficiency and demand-side management, and evolving customer preferences and expectations

Generation Fleet

Facility	Primary Fuel Type	Generating Capacity (MW)	Year in Service
Gas Fuel:			
Brandy Branch	Natural Gas	651	2001-2005
Northside Unit 3	Natural Gas / Oil	524	1977
Kennedy	Natural Gas	300	2000-2009
GEC	Natural Gas	300	2011
Solid Fuel:			
Northside Units 1&2	Pet Coke	586	2003
Scherer Unit 4	Coal	198	1989
Peaking Reserve:			
Northside CTs	Diesel Fuel Oil	212	1975
Total		2,771	

Source: 2018 Annual Disclosure Report
 1. JEA 2019 Ten Year Site Plan, reflect's Summer Installed Net Capacity (Winter Net Capacity is 3,105 MW)

Merit Order of Generation Fleet

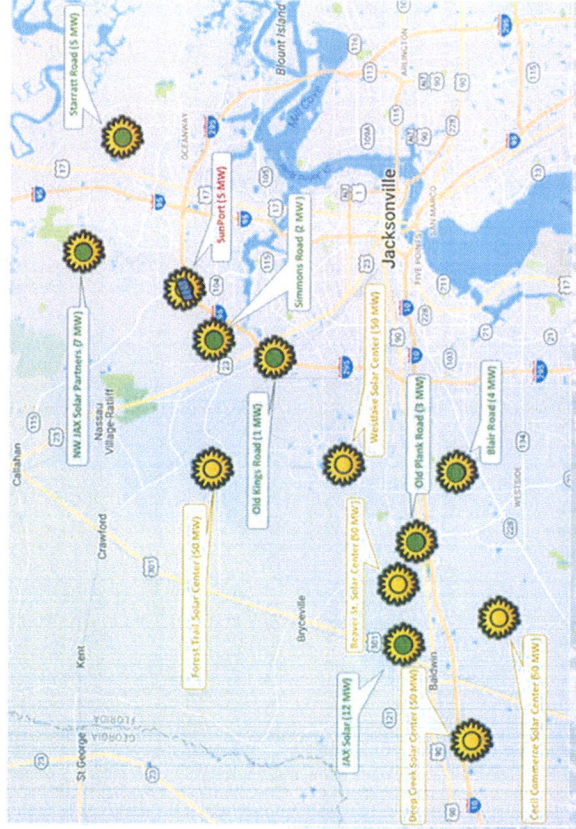


JEA Renewables Portfolio

Continued Renewable Resource Investment

- In 2018, renewable resources (primarily wind, solar and landfill gas) supplied approximately 150 GWh, or approximately 1% of total electric demand to JEA's utility customers
- As technology and economics continue to improve, JEA is exploring utility-scale renewable opportunities as well as potential applications for distributed energy resources
- Today, the Electric System has approximately 300 MW of renewable resources in various stages of development and over 1,700 customers with self-generation equipment, virtually all of which are rooftop solar photovoltaic systems

JEA Current & Future PV Solar Sites

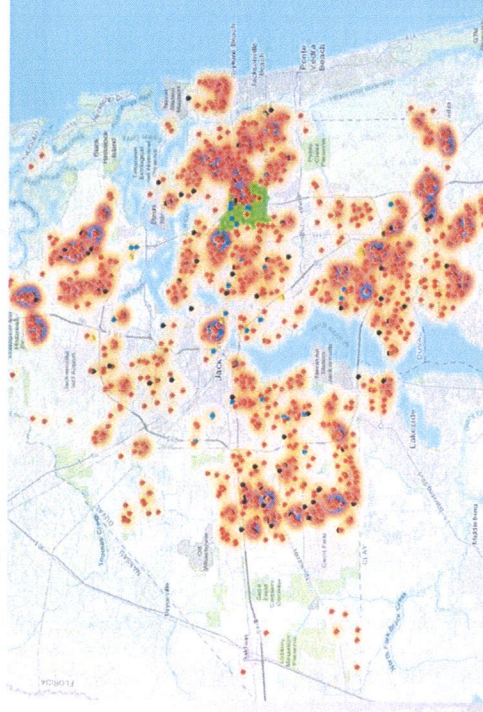


Source: JEA internal data

Solar Generation

- JEA has contracted to add up to 250 MW of solar power by 2022, a substantial increase from JEA's existing solar assets
- This additional investment, when added to the 34 MW currently installed, will make Jacksonville the largest solar city in the U.S. The new sites for solar generation are situated on land owned by JEA
 - The increased solar power will reduce JEA's exposure to fossil fuel volatility and the need for energy hedges
- This increased commitment to solar power is aligned with JEA's corporate values of reducing air pollution and greenhouse gas emissions, reducing energy costs, and supporting economic growth in the Jacksonville area
- Solar and renewables are expected to comprise 5% of JEA's fuel mix by 2023
 - Within JEA territory, solar growth has been increasing at a 67% CAGR since fiscal year ended 2014
 - JEA has a significant opportunity for expansion and energy generation via solar facilities, beyond the added 250 MWs of capacity expected by 2022

JEA Current Solar Penetration



St. Johns River Power Park

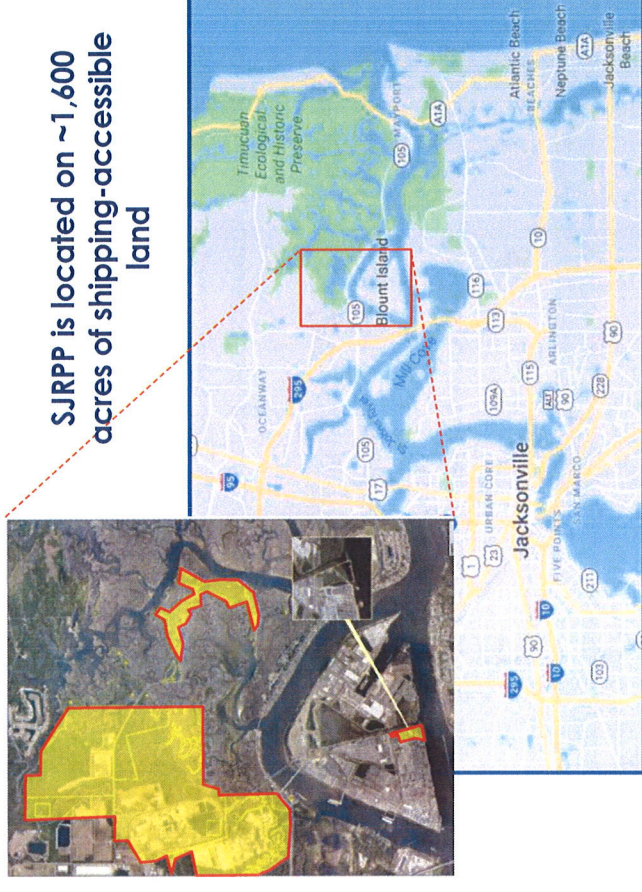
Closing the Power Park will reduce JEA carbon emissions by 30% and save \$50 million in operating expenses per year starting in 2020

History

- Until it was closed in January 2018, the St. Johns River Power Park ("SJRP") was a large coal-fired electric generating plant, featuring two turbine/generators that each supplied 632,000 KW to the transmission grid
- When the plant was constructed in the early 1980s, it was the largest construction project in Jacksonville's history, taking six years to build, at a cost of \$1.45 billion
- Facility is jointly owned by JEA – 80% share, and Florida Power and Light – 20% portion
- After nearly 30 years in service, SJRPP closed on January 5, 2018. Catalytic reactors, cooling towers and smokestacks were imploded
 - Demolition and site remediation will continue until mid-2020
- Decommissioned plant is located on a 1,600 acre site in Northeast Jacksonville
- JEA will retain 100% of site ownership at the completion of remediation; therefore, site is included as part of the generation portfolio.

The Future of SJRPP

- Decommission of the generation site creates an extremely unique opportunity for JEA, freeing up a large, unencumbered parcel of land that is accessible by water for a variety of import/export uses
- Other potential uses of the asset include:
 - Dedicated port facility
 - New generation facility (currently permitted)
 - Large wholesale data center w/ dedicated generation
 - Other interatrial development

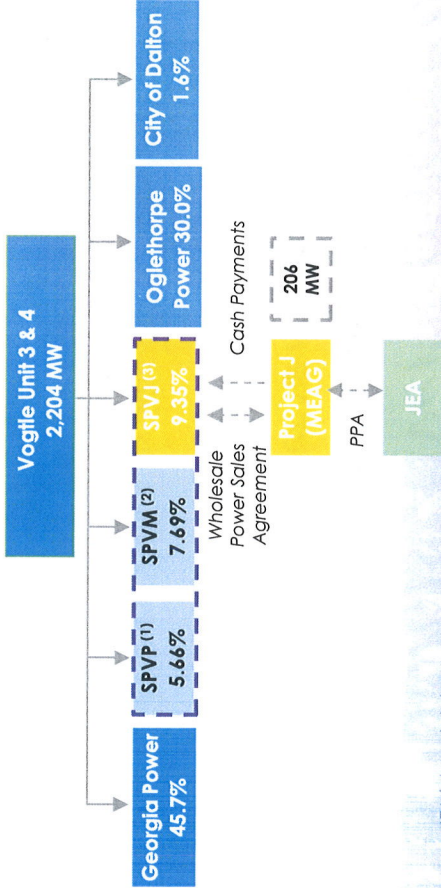


Vogtle Units 3 and 4

Project J Overview

Plant Vogtle is a nuclear generating station in Burke County, Georgia.

- JEA entered into a PPA with the Municipal Electric Authority of Georgia for 206 MW of capacity and related energy from two additional nuclear units under construction
- The energy received under the PPA is projected to represent approximately 13% of JEA's total energy requirements in 2023
- Owners of the additional Vogtle Units include Georgia Power Company ("Georgia Power"), Oglethorpe Power Corporation ("Oglethorpe Power"), MEAG, and the City of Dalton
- As shown in the chart below, "Project J" corresponds to the portion of MEAG's 22.7% undivided ownership interest in the additional Vogtle Units, which will provide the capacity and energy to be purchased by JEA under the PPA
- MEAG currently estimates that the total in-service cost for its ownership interest in the additional Vogtle Units will be approximately \$6.5 billion, including construction costs



Source: JEA internal data
 1. MEAG Power SPVP, LLC
 2. MEAG Power SPVM, LLC
 3. MEAG Power SPVJ, LLC

	Borrowings to Date (\$mm)	Additional Capacity (\$mm)	Total Financing (\$mm)
Project J 2010A Taxable BABs	1,224	-	1,224
Project J 2010B Tax Exempt	24	-	24
Project J 2015A Tax Exempt	185	-	185
Project J 2019A Tax Exempt	571	-	571
DOE Guaranteed Loan	578*	112	690
Additional Public Market Bonds	-	95	95
Other: Earned Interest and Premium	-	129	129
Total	2,582	336	2,918

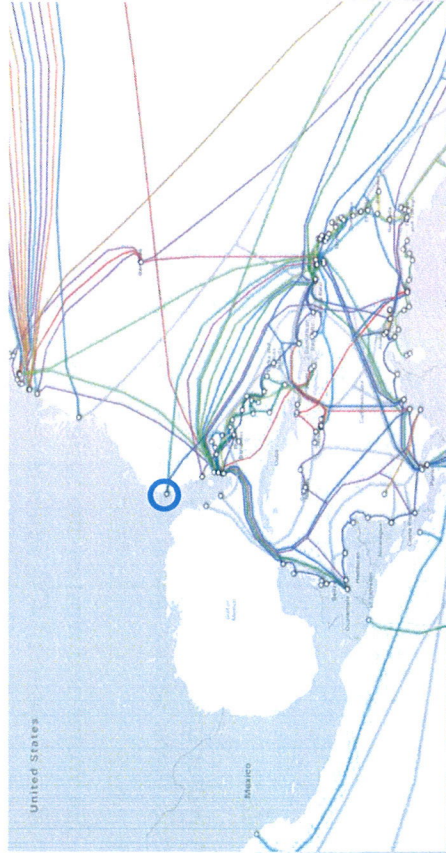
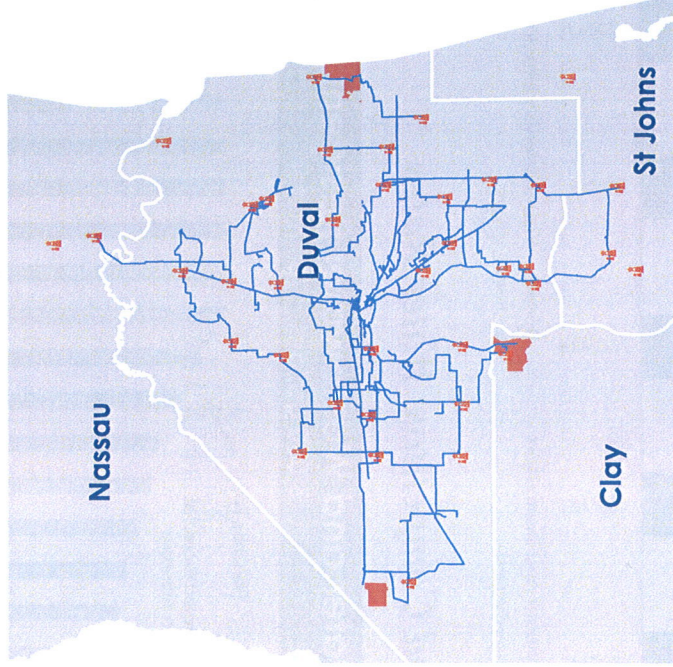
*Includes \$24MM set aside to pay capitalized interest

- The PPA requires JEA to pay MEAG for the capacity and energy at the full cost of production
 - This includes debt service on the bonds issued and to be issued by MEAG and on the loans made and to be made by the Project J entity
- JEA is entitled to 103 MW of capacity and related energy from each of the additional Vogtle Units for a 20-year term commencing on each unit's commercial operation date and is required to pay for such capacity and energy on a "take-or-pay" basis
- JEA and MEAG are currently in litigation related to the PPA
- JEA will vigorously defend and prosecute these actions but provides no assurances regarding the outcome or consequences of the litigation
- While JEA and MEAG have commenced negotiations in an attempt to arrive at a mutually beneficial commercial resolution, an outcome cannot be determined at this time
- The Respondents are encouraged to review the complete disclosure of the litigation in JEA's Annual Disclosure Statement

JEA Communications Infrastructure

Overview

- JEA's dark fiber network is strategically located throughout the Jacksonville metropolitan area and is a fully operational leasing business with existing infrastructure
- System includes a direct connection between JEA's dark fiber network and international subsea fiber cables
- JEA also maintains 200 route miles of leased fiber, with ~130 total miles of revenue-generating routes and 8 revenue-generating fiber leases
- Portfolio of power transmission and telecommunication assets creates a strong platform for providing wireless co-location services
- Over 200,000 electric and street light poles can be leveraged for small cell, distributed antenna system, and/or other distributed telecommunication applications
- JEA currently has 40 standalone communication towers that could serve as macro sites
- JEA's small cell collocation consists of 3 small cell leases with a backlog of 60 new sites and an additional 150 potential sites expected in the near future
- Rapid acceleration of consumer demand for broadband services is driving an urgent need for expansion of existing fiber and wireless infrastructure
- Continued development of JEA communications infrastructure will facilitate the acceleration of next generation broadband services and the increased competitive position of Jacksonville as a global hub for communications



Source: JEA internal data

Financial Metrics

(\$mm)	2017	2018	2019	2020	2021	2022
Dark Fiber Leasing Revenue	\$1.9	\$2.0	\$2.1	\$2.3	\$2.4	\$2.4
Combined Collocation Revenue	\$6.8	\$6.8	\$7.4	\$7.8	\$8.0	\$8.4
Total	\$8.7	\$8.8	\$9.5	\$10.1	\$10.4	\$10.8

JEA Water and Wastewater Systems

Overview

The JEA Water and Wastewater Systems are a premier provider of water and sewer service within the urban and suburban areas of the City.

In 2018, JEA Water and Wastewater Systems generated \$432 million in revenue, comprised of 40% water revenues, 57% sewer revenues, and 3% of revenues coming from water reuse and investment.

- Service territory extends into St. Johns County, which is southeast of the City, and Nassau County, which is north of the City, and also serves a number of customers in Clay County, which is southwest of the City
- The Water and Wastewater Systems serve approximately 359,000 and 270,000 customer accounts, respectively
- Combined net capital assets total approximately \$2.7Bn

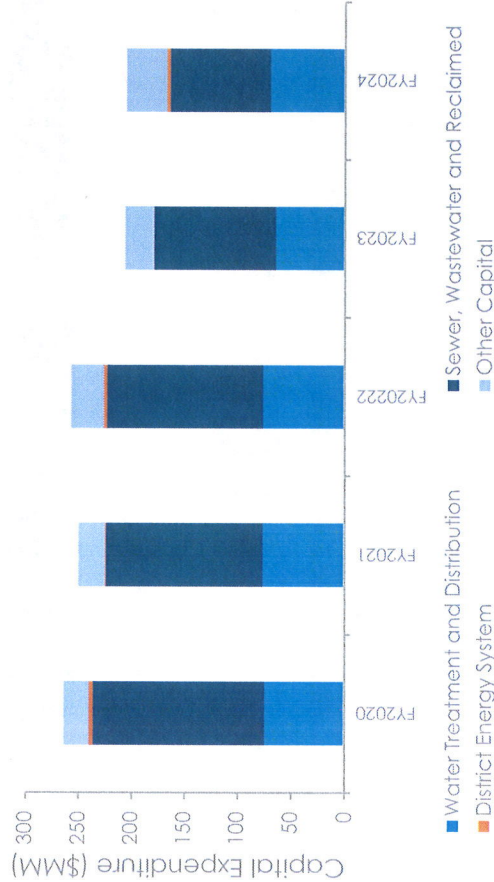
Business Highlights of Water & Wastewater

Water System	Wastewater System
<ul style="list-style-type: none">• 20 major and 18 small water treatment plants and two re-pump facilities• 136 active water supply wells, and 4,755 miles of water distribution mains• Total finished water storage capacity of over 81 million gallons• Two major and four small distribution grids	<ul style="list-style-type: none">• Approximately 4,027 miles of gravity sewers and force mains• 1,422 pumping stations and 697 low pressure sewer units• 11 treatment plants with a rated average daily treatment capacity of approximately 120 MGD and maximum daily flow capacity of 241 MGD

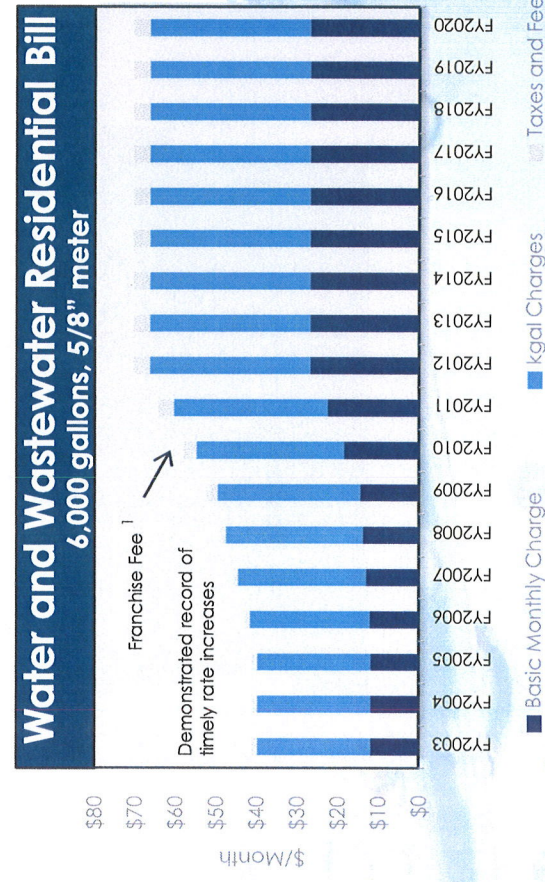
Source: 2018 JEA Annual Report, 2018 Annual Disclosure Report, June 25, 2019 JEA Board of Directors Board Package
1. Franchise Fee is the charge for the utility to use public right-of-ways and provide service within municipal boundaries. This fee is passed directly to the city government in which the service is provided

Robust Capital Expenditure Projections

Nearly \$1.2 billion of Capital Expenditure in the Water System over next 5 Years



Stable and Competitive Water Rates



JEA Water System

Customer and Service Territory Overview

- Serves an average of 348,000 customer accounts and 11,000 reuse water customers
- System is currently composed of 38 water treatment plants and two repump facilities, 136 active water supply wells, approximately 4,755 miles of water distribution mains and water storage capacity of 81 million gallons
- The Water System provides service in an area currently comprising approximately 769 square miles in Duval County, approximately 63 square miles in St. Johns County, approximately 77 square miles in Nassau County, and approximately four square miles in Clay County

Customer Breakdown



Top 10 Customers for Water System

Ten Largest Customer Accounts		Annual \$ Billed	% of Revenues
	City of Jacksonville	\$2,215,500	1.2%
	Duval County School District	1,149,128	0.6
	St. Johns County Utility	771,120	0.4
	Southern Baptist Hospital of Florida Inc.	540,573	0.3
	The American Bottling Company	405,992	0.2
	American Homes for Rent LP	394,243	0.2
	St Vincent's Health System Inc.	388,147	0.2
	DR Horton, Inc. Jacksonville	357,536	0.2
	Mayo Clinic Jacksonville	322,921	0.2
	Jacksonville Housing Authority	314,430	0.2
Total		6,859,588	3.7%

Growing Customer Base with Low Concentration

JEA Water System Assets

Existing Water Facilities

- Water System consists of 20 major and 18 small water treatment plants and two repump facilities and is divided into two major distribution grids: the north grid and the south grid (one on each side of the St. Johns River), and includes four minor distribution grids: Ponte Vedra, Ponce de Leon, Mayport and Nassau County
- Major distribution grids are fully interconnected, which provides the Water System with a high degree of redundancy
- Rated maximum daily treatment capacity of the Water System is approximately 298 MGD for the north and south grids together and 310 MGD for the total Water System, taking into consideration maintenance factors

Distribution System Overview

- Distribution system consists of approximately 4,755 miles of water distribution mains, ranging from two to 36 inches in diameter
 - Majority of the water distribution mains are made of polyvinyl chloride ("PVC"), with less than 1% of the water distribution system being composed of asbestos cement pipe
- The asbestos cement pipe has been in service for several decades, and JEA anticipates removal of this pipe from the Water System through routine replacement of aging water mains
- Virtually all new water system distribution mains are constructed of PVC

Water Supply

- Water supply is from the Floridan Aquifer, one of the most productive aquifers in the world, with high quality water
 - Covers most of Florida and parts of Georgia and South Carolina
 - Should be capable of meeting JEA's needs well into the future
- Some capital expenditures are required to maintain this capacity, but these expenditures are expected to be equal to or less than those experienced by other Florida water systems of similar size and with similar water supply

Grid	Maximum Daily Treatment Capacity (MGD)
North Grid	136
South Grid	162
Other	12
Total	310

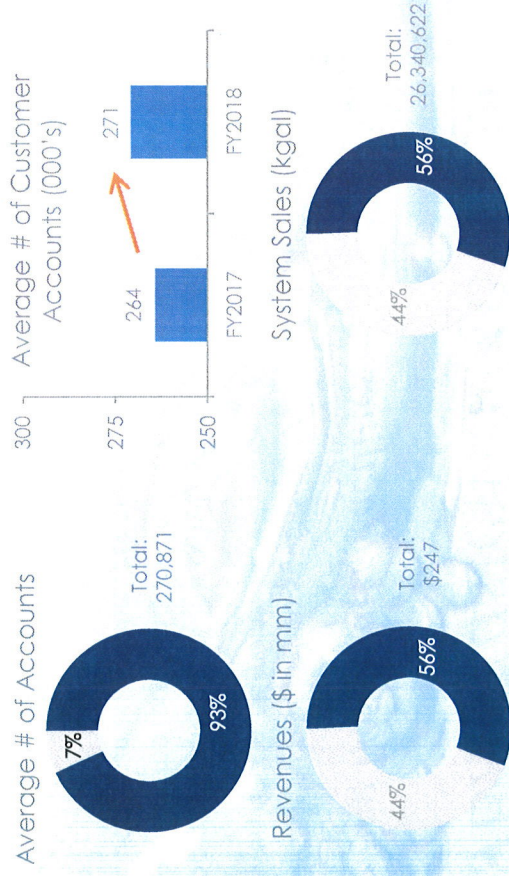
FY Ended September 30	Average Daily Flow (MGD)	Maximum Daily Flow (Non-Coincident) (MGD)
2014	101	140
2015	104	165
2016	111	154
2017	114	187
2018	112	152

JEA Wastewater System

Customer and Service Territory Overview

- Serves an average of 270,000 customer accounts and is composed of 11 wastewater treatment plants that have a rated average daily treatment capacity of approximately 120 MGD and a maximum daily flow capacity of approximately 241 MGD as of June 30, 2019
 - ~1,422 pumping stations, ~697 low pressure sewer units and ~4,027 miles of gravity sewers and force mains
- Wastewater System experienced an average daily flow of ~80 MGD and a non-coincident maximum daily flow of ~143 MGD during the Fiscal Year ended September 30, 2018
- Service territory for the Wastewater System is essentially the same as that for the Water System; the area currently served by the Wastewater System is ~76% of the service territory
- Customers of the Wastewater System are charged for sewer service based upon customer classification (residential, non-residential or multi-family)

Customer Breakdown



Top 10 Customers for Wastewater System

Ten Largest Customer Accounts		Annual \$ Billed	% of Revenues
	City of Jacksonville	\$2,637,060	1.1%
	Duval County School District	2,177,213	0.9
	St. Johns County Utility	1,294,095	0.5
	The American Bottling Company	1,106,595	0.4
	WWF Operating Company	971,058	0.4
	St Vincents Health System Inc.	957,243	0.4
	Southern Baptist Hospital of Florida, Inc.	933,540	0.4
	Mayo Clinic Jacksonville	869,928	0.4
	Symrise, Inc.	830,531	0.3
	American Home Portfolio LLC	824,016	0.3
Total		\$12,601,279	5.1%

Growing Customer Base with Low Concentration

JEA Wastewater System (cont'd)

Existing Wastewater Facilities

- The Wastewater System consists of approximately 4,027 miles of gravity sewers and force mains
- Approximately 69% of the gravity sewers and force mains are made of PVC, with the remaining sewers and mains consisting of various materials including, among others, concrete, vitrified clay, ductile iron, cast iron and polyethylene
- Five of the regional wastewater treatment plants (Buckman, District 2, Southwest, Arlington East, and Mandarin) provide advanced secondary treatment and two of the regional wastewater treatment plants (Blacks Ford and Nassau) provide advanced waste treatment
- The Buckman, District 2, Southwest, Arlington East, Mandarin and Blacks Ford wastewater treatment plants utilize ultraviolet light disinfection (irradiation of the water), and the Julington Creek Plantation plant utilizes chlorination for disinfection and SO2 for dechlorination prior to discharge to the St. Johns River

Facility	Capacity (MGD)
Arlington East (Public Access)	8.00
Mandarin (Public Access)	4.00
Blacks Ford (Public Access)	6.00
Julington Creek (Public Access)	1.00
Ponte Vedra (Public Access)	0.80
Nassau (Public Access)	1.55
Buckman (Non-Public Access)	7.70
District 2 (Non-Public Access)	6.00
Southwest (Non-Public Access)	0.80
Ponce De Leon (Non-Public Access)	0.24
Total	36.09

The following table shows the average and maximum daily wastewater treatment flows and the rated average and maximum daily wastewater treatment capacities during the Fiscal Year ended September 30, 2018 for each of JEA's seven regional wastewater treatment plants and corresponding information for JEA's smaller wastewater treatment plants.

Treatment Plant	Average Daily Flow (MGD)	Max Daily Flow (Non-Coincident) (MGD)	Rated Average Daily Treatment Capacity (MGD) ¹	Rated Max Daily Treatment Capacity (MGD) ¹
Buckman	26.19	62.72	52.50	105.00
District 2	5.52	6.85	10.00	20.00
Southwest	12.04	20.18	14.00	28.00
Arlington East	21.76	32.29	25.00	50.00
Mandarin	8.13	11.49	8.75	17.50
Julington Creek	0.78	0.98	1.00	2.00
Blacks Ford	2.37	3.02	6.00	12.00
Nassau	1.20	1.69	1.55	3.10
Monterey	1.64	3.16	3.60	7.20
Ponte Vedra	0.39	0.65	0.80	1.60
Ponce De Leon	0.04	0.12	0.24	0.48
Total	80.06	143.15	123.44	246.88

Source: 2018 JEA Annual Report, 2018 Annual Disclosure Report

1. Since the rated maximum daily treatment capacity of each wastewater treatment plant is approximately twice the rated average daily treatment capacity, the Wastewater System is able to accept and handle surges that come with peak usage periods (morning and evening) and heavy rains. On-going system maintenance and improvements are aimed at continuing to decrease peak surges from heavy rains and infiltration into the collection system and inflow.

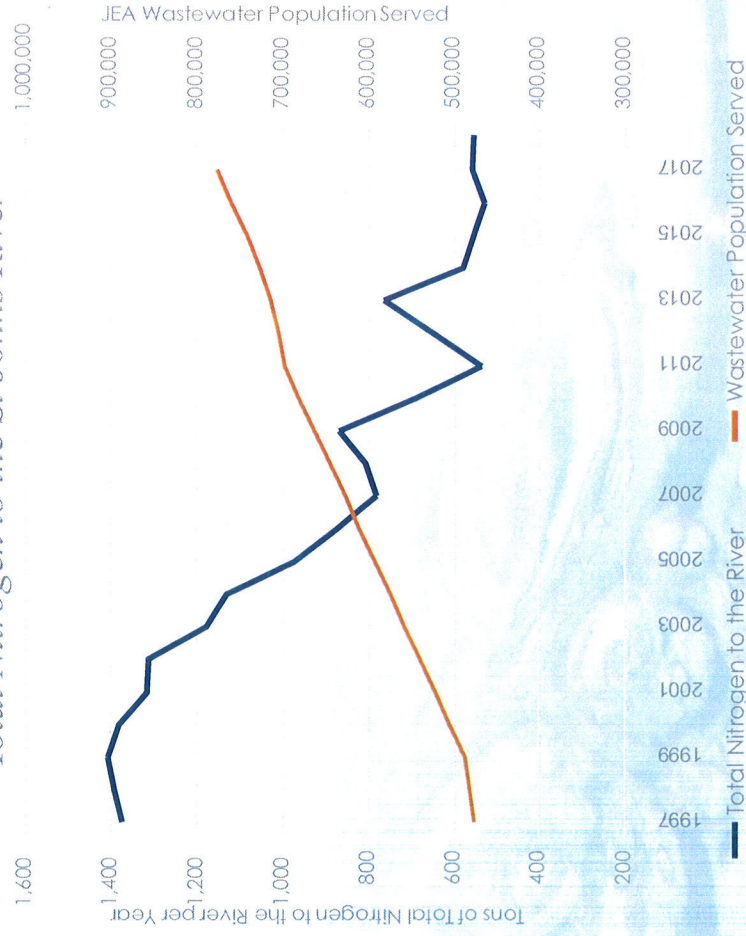
Best-in-Class Water and Wastewater Systems

State-of-the-Art System

Since the late 1990s, JEA has reduced nitrogen discharges to the St. John's River, while at the same time serving a population base that has grown by ~37%. The reduction in nitrogen discharge has been accomplished through the following initiatives:

- Improvement in treatment at regional facilities
- Continuous phase out of aging technology
- Construction of a reclaimed water system

Total Nitrogen to the St Johns River

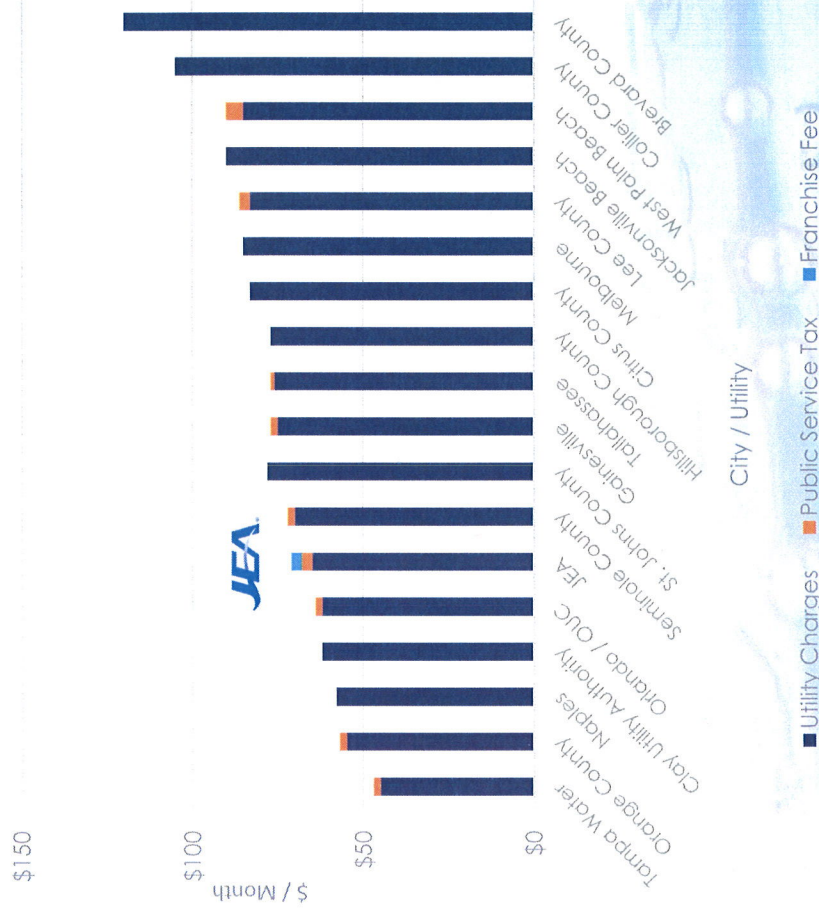


Competitive Customer Pricing

JEA remains one of the most competitively priced water and wastewater systems in Florida, with rates below the mean for the State.

Water & Wastewater Rates in Florida

Residential Service with a 5/8" meter and 6kgs of Consumption
Residential Rates as of May 2019



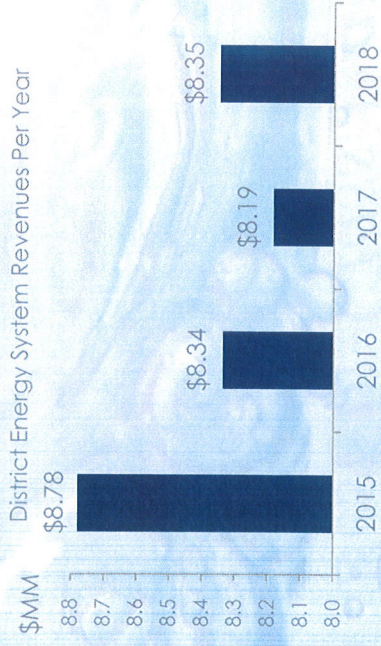
JEA District Energy System

Overview

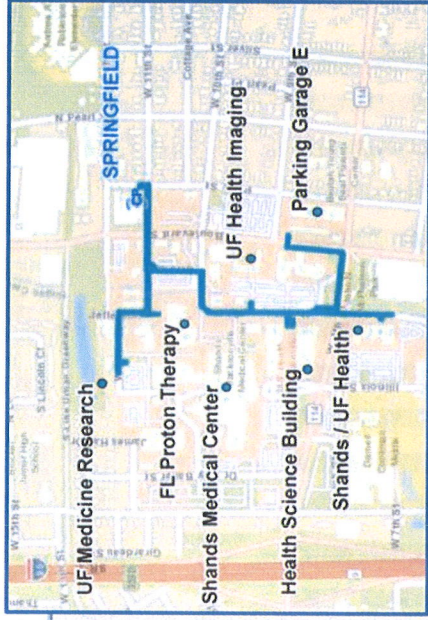
- The District Energy System consists of chilled water plants to generate chilled water and underground piping, which provides chilled water to customers for air-conditioning
- Contracts are in place with 17 locations in the City to provide chilled water from JEA's four water facilities: Hogan's Creek, Downtown, Springfield, and San Marco. Current contract demand for the four locations is 16,324 tons, with a total capacity of 20,700 tons
- District Energy System revenues are generated by two types of charges: a demand charge, based on the customer's estimated expected cooling load requirements, and a consumption charge, based on the actual amount of chilled water consumed

District Energy System

- Four chilled water plants
- Total capacity: 20,700 tons



Source: 2018 JEA Annual Report, 2018 Annual Disclosure Report



JEA Enterprise Risk Management

De-Risking the Business is a Headline Priority for JEA

JEA's management team has implemented an industry leading risk management system in order to deal with potential future circumstances that may effect JEA, its customers, or the community. JEA's Enterprise Risk Management ("ERM") is an initiative to identify, assess, measure, and actively manage financial risk impact to the business.

Key components of ERM include:

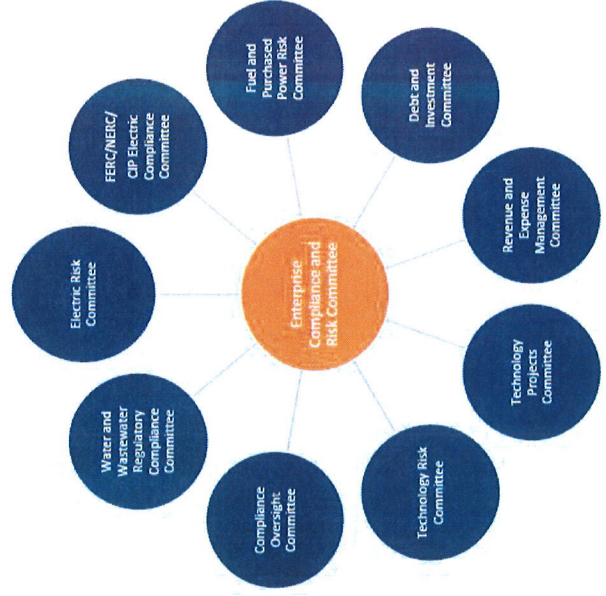
- Creating a working group to identify exposure and develop mitigation strategies for longer-term disruptive emerging risks (e.g., distributed generation, climate change impact)
- Where applicable, developing key process and key risk indicators to evaluate the effectiveness of current mitigations and/or changes to external factors/variables

Headline Priorities

Five focus areas of JEA necessary for future success

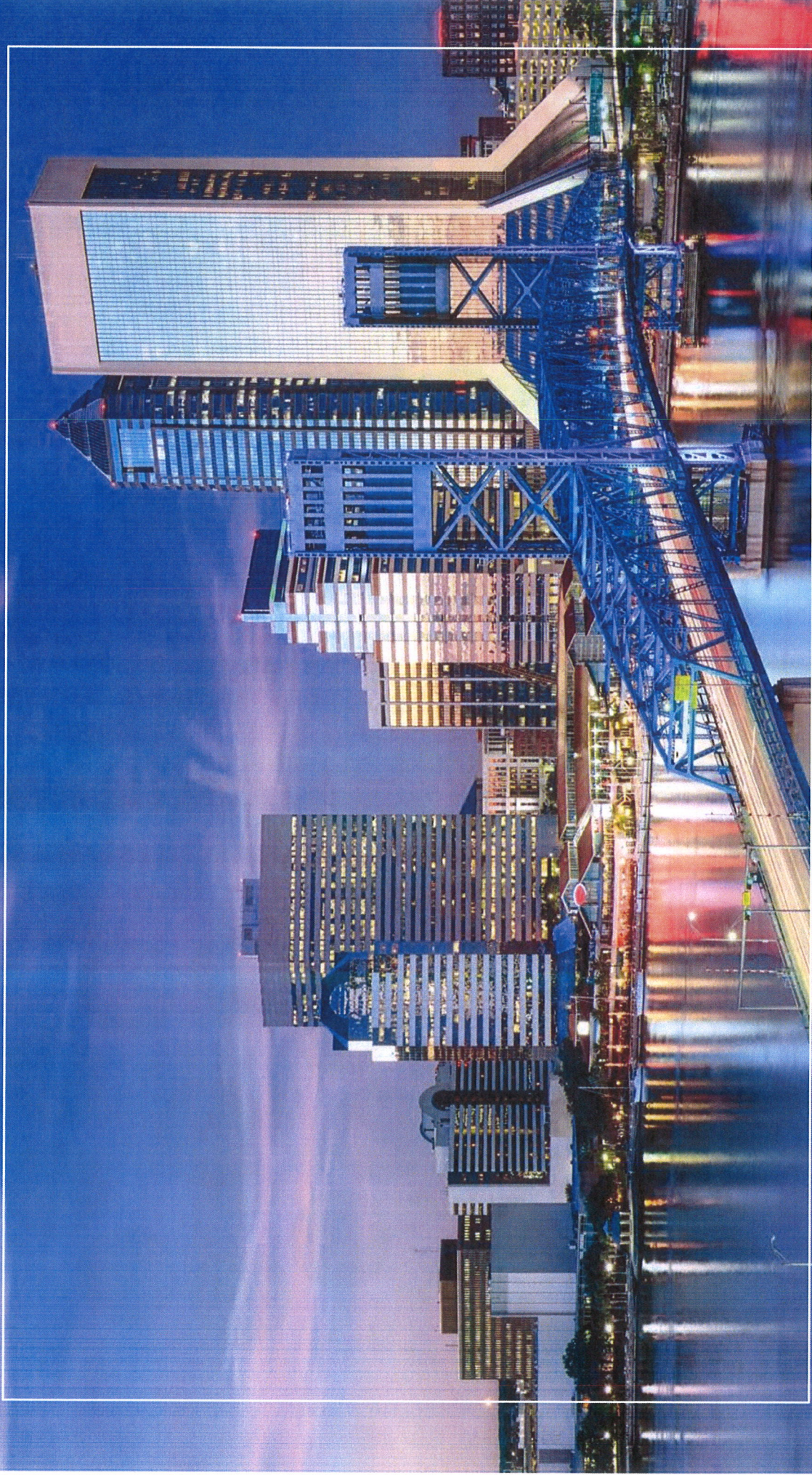
- 1) Create an Adaptive Culture
- 2) Align to a pervasive commitment to profitability and value
- 3) Create platform for customer choice
- 4) **De-Risk business**
- 5) 10-Year strategic plan in line with Guiding Principles





JEA uses its Corporate Risk Heat Map and a Tiered Points System to quantify financial and reputational risks to its business

Likelihood	Impact				
	Almost Certain 81-100%	Likely 61-80%	Possible 41-60%	Unlikely 21-40%	Rare <20%
ERM Corporate Risk Heat Map	5	4	3	2	1
	10	8	6	4	2
	15	12	9	6	3
	20	16	12	8	4
	25	20	15	10	5
					Minor
					Moderate
					Significant
					Major
					Severe



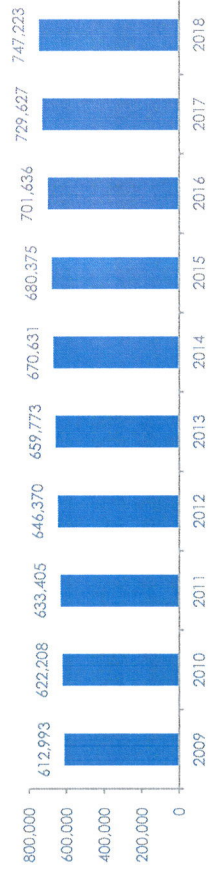
JACKSONVILLE MARKET OVERVIEW

JEA | ITN FOR STRATEGIC ALTERNATIVES | ITN# 127-19

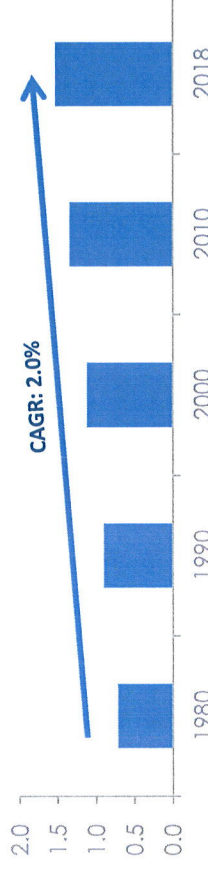
Jacksonville Metropolitan Statistical Area Overview

- Jacksonville MSA is composed of Duval, Clay, Nassau, and Baker Counties, an area covering 3,202 square miles
 - Fourth most populous MSA in the State of Florida, with a population of 1,534,701¹
 - Economy is comprised most heavily of trade, transportation services, manufacturing, insurance, banking, and tourism
- Jacksonville has established itself as an intermodal transportation hub and leading distribution center, with a transportation network embracing port and air cargo facilities, rail and trucking routes
- The Port of Jacksonville is a crucial component of the City, as one of the largest ports on the South Atlantic seaboard and ranking third in the State of Florida in terms of tonnage
 - Additionally, two large U.S. Navy bases are located in the City of Jacksonville
- In recent years, Jacksonville has been one of the fastest growing cities in the U.S., posting the nation's 13th largest population gain in 2017 and seventh largest population gain in 2018
 - In-migration to the Jacksonville MSA remains very strong, acting as a real-time measure of the relative economic strength of the Jacksonville area
- Jacksonville's population growth has been driven primarily by prime working-age adults, whereas other fast-growing cities in Florida have seen an outsized portion of retiree relocation
 - This is reflected in the recent growth in the metropolitan area labor force, which has resulted in the steady decline in the unemployment rate to a 13-year low of 2.8% in April 2019

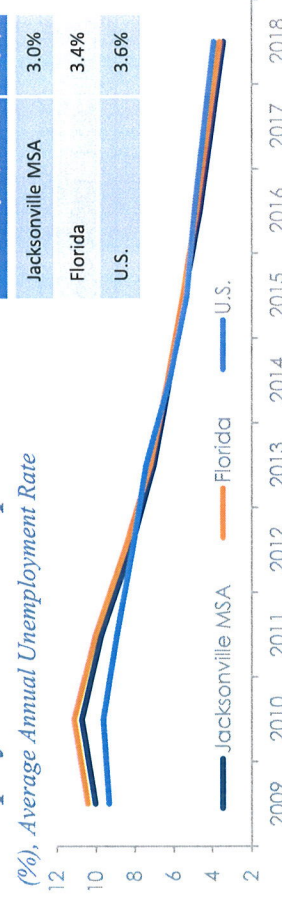
Jacksonville MSA Labor Force



Jacksonville MSA Population² (mm)



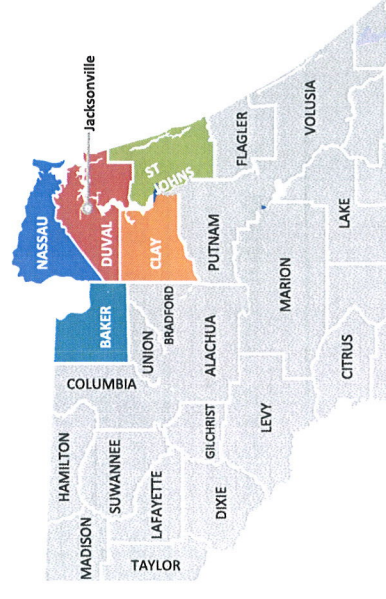
Unemployment Rate Comparison



Source: Company Filings, Bureau of Labor Statistics, U.S. Census Bureau

1. As of July 1, 2018

2. Baker County was included in the Jacksonville MSA starting with the 2000 U.S. census



Jacksonville Recent Success Stories



MACQUARIE

Macquarie, a global financial services company, expanded its presence in downtown Jacksonville



Georgia Pacific, a manufacturer of tissue, pulp, paper, packaging, building products and related chemicals, announced that its Palatka mill has been selected for the company's \$400 million expansion in its GP Consumer (retail) tissue and towel business



Hans-Mill Corp., a manufacturer of stainless steel trash cans, opened its first U.S. factory in Jacksonville, Florida, moving production from China



Formative Health, a management services organization, announced it will be opening a state-of-the-art Patient Access Services Center that will create up to 500 new jobs



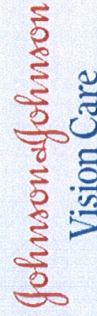
Amazon, an eCommerce retailer, announced it will invest in a second product fulfillment center. The second operation will be a one million sq. ft. facility at Alliance Florida at Cecil Commerce Center



UPS, a global logistics solution company, invested \$196 million in facility upgrades and land and real estate improvements to its 500,000 sq. ft. Jacksonville property, while creating 10 new jobs in NW Jacksonville

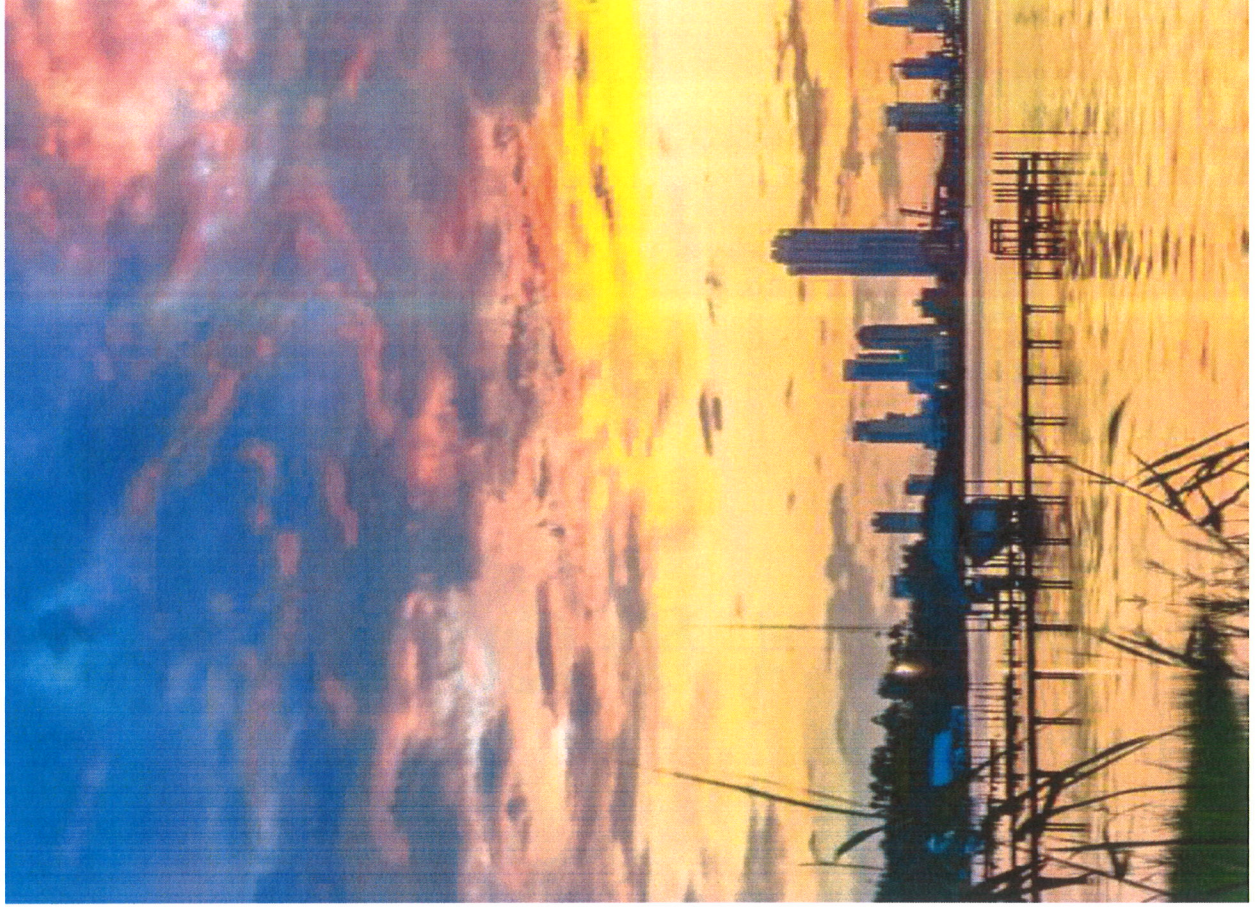


Anheuser-Busch, a producer and distributor of InBev products, announced the creation of 75 jobs following an expansion of its aluminum bottle manufacturing lines at Metal Container Corporation



Johnson & Johnson Vision Care, Inc., one of the top employers in Jacksonville, announced plans to expand its facilities in Jacksonville, adding 100 new jobs to the region and increasing the dominance of Northeast Florida's life sciences industry

Jacksonville Highlights



Awards & Rankings

Fastest Growing Florida City
2019 U.S. Census Report

Florida #4 Best Tax Climate in U.S.
Tax Foundation

#16 Fastest Growing City in America
Forbes

Florida #1 for Infrastructure
USA Today

Florida #2 Best State for Business
Chief Executive

Florida #7 Economy in U.S.
U.S. News & World Report









#4 Best City for Job Seekers in 2019
Forbes

Best City for Intermodal Access
Global Trade Magazine

Top 10 Emerging Tech City
Site Selection Group

Employer Landscape

Top Government Employers

Name of Employer	Type of Entity / Activity	Approx. No. of Employees
	U.S. Navy (Naval Air Station, Jacksonville)	19,800
	Public Education	11,876 ¹
	U.S. Navy (Naval Station, Mayport)	9,000
	Municipal Government	7,471 ²
	Public Education	5,039 ³
	Public Education	5,000
	Maintenance / Repair Overhaul (Fleet Readiness Center)	3,850
	U.S. Government	3,800

Top Non-Government Employers

Name of Employer	Product / Service	Approx. No. of Employees
	Healthcare	10,500
	Banking	8,000
	Health Insurance	7,000
	Healthcare	6,000
	Supermarkets	5,700
	Healthcare	5,300
	Banking	4,200
	Banking	3,900
	Healthcare	3,600
	Banking	3,500

Source: Jacksonville Regional Chamber of Commerce Research Department employer survey, as partially amended through December 2018, Company Filings

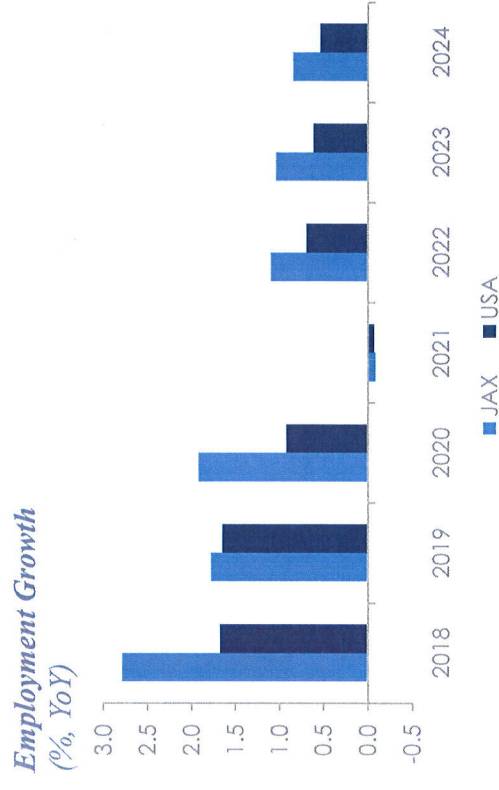
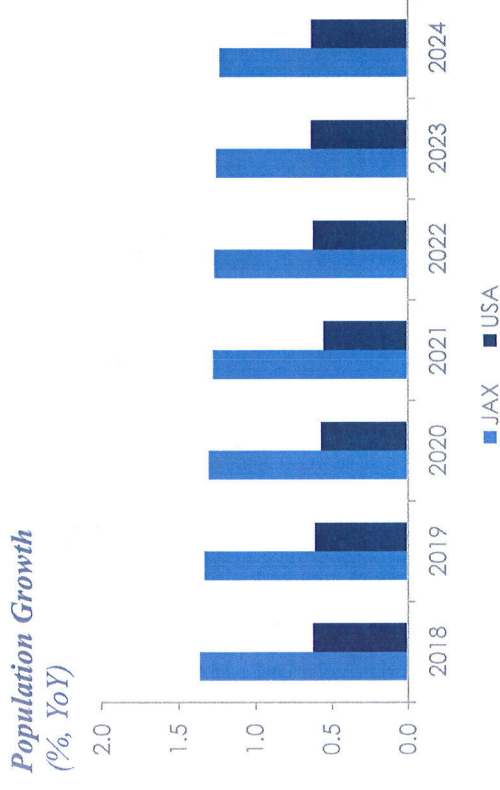
1. Duval County Public Schools website, full-time staff

2. City of Jacksonville Annual Budget 2018 - 2019

3. St. Johns County School District Website

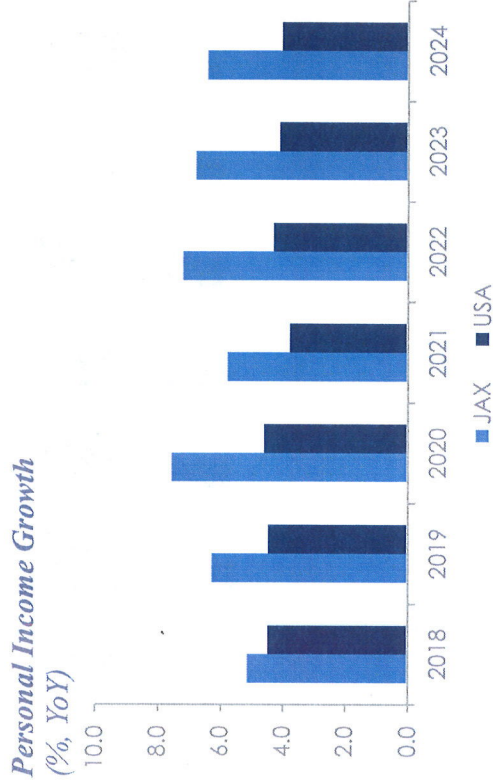
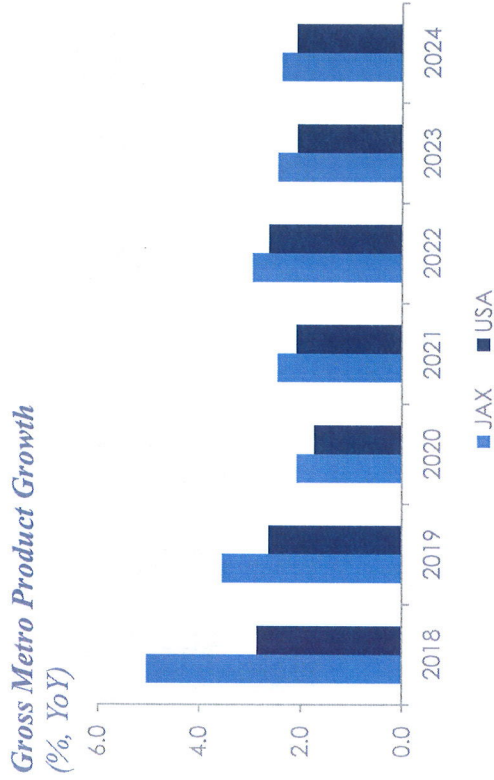
Economic Outlook: Growing Population and Jobs

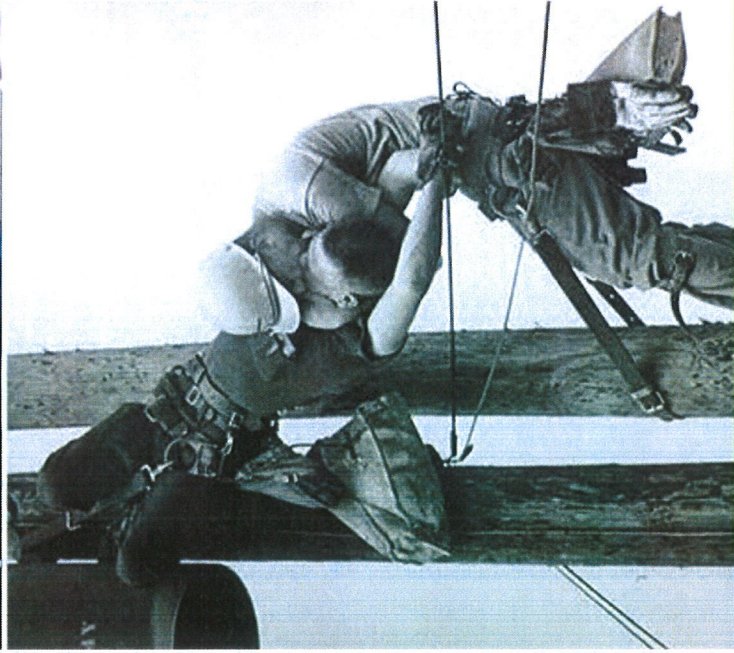
- Over the next several years, the economy in Jacksonville is expected to outperform the Florida and national economies
 - Population growth is forecasted to continue at an average annual pace of approximately 1.3% per year through 2024, outpacing the national average of 0.6% over that same period
- Similarly, total employment is positioned to benefit from a continued surge in domestic migration, providing Jacksonville with a highly skilled workforce that will help the metro area remain a top performer in the long-run
 - Total employment is projected to increase approximately 1.1% per year through 2024, also outpacing the average expected employment growth rate of 0.7% for the nation as a whole
- The Jacksonville area unemployment rate is expected to average 3.6% through 2024, notably lower than the national average of 4.1% over the same period



Economic Outlook: Strong Economic Growth

- The economic expansion in Jacksonville is expected to continue through the near-term, as indicated by the forecasted continued Gross Metro Product Growth and Personal Income Growth, which are both projected to outperform the U.S.
- Jacksonville has positioned itself as not only a robust shipping and distribution center but also a financial hub
 - Jobs in the financial services sector account for approximately 10% of the area's private workforce and form Jacksonville's economic foundation
 - As financial institutions have relocated jobs to the Jacksonville area to take advantage of lower costs, personal income across the metro region has benefited
 - This trend is expected to continue over the longer term





DEFINED TERMS

Defined Terms

Terms Used in this ITN

Addendum/Addenda:

A written change or changes to this ITN, which is issued by JEA and is incorporated in this ITN as a modification, revision, and/or further clarification of this ITN and its intent

Advisors:

J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC

AWS:

Alternative Water Supply

BAFO:

Best and Final Offer

Behind-the-Meter:

Energy storage interconnected behind a commercial, industrial, or residential customer's utility meter primarily providing bill savings (e.g., demand charge management)

Board of Directors:

The seven-member governing body of JEA appointed by the Mayor and confirmed by the City Council

Brady Branch:

Brady Branch Generating Station

CAGR:

Compound Annual Growth Rate

City:

City of Jacksonville

City Council:

Jacksonville City Council

Conflict of Interest Certificate Form:

The Respondent shall disclose the name(s) of any public officials who have financial position, directly or indirectly, with this ITN by completing and submitting this form available online at www.jea.com/strategicalternatives

Contract:

An agreement between JEA and the Respondent selected for award, signed by both parties

Convicted Vendors List:

A list of persons or affiliates convicted of a public entity crime, maintained by the Florida Department of Management Services

District Energy System:

Four strategically located chilled water operations

Designated Procurement Representatives:

Jenny McCollum and John McCarthy, identified in Section 2.11 of this ITN (and reachable at the following email address StrategicAlternative@JEA.com), who will distribute any and all communications to, or solicit necessary information from, JEA personnel or the Advisors as deemed appropriate

Electric System:

Electric System of JEA comprised of a diverse electric generation fleet consisting of five (5) owned or co-owned electric generation facilities, including renewable energy sources which, as of January 2018, was made up of two-thirds natural gas, with a total generation capacity of approximately 3,300 MW

Defined Terms

Terms Used in this ITN

Electrification:

The process of powering equipment with electricity instead of other energy sources (e.g., natural gas, gasoline). Electrification drives increased electricity consumption and, as a result, increases the utilization of the electric power system. Common electrification opportunities include transport (e.g., vehicle and non-road transportation), buildings (e.g., water and space heating), and industrial processes/systems

Emerging Technologies:

New technologies in storage, smart grid, and electricity generation areas, consisting primarily of renewable resources, including, but not limited to, wind, solar, hydroelectric, biomass, landfill gas and waste heat generation

Employee Protection and Retention Agreement:

Agreement approved by the Board of Directors of JEA on July 23, 2019

ERM:

JEA's Enterprise Risk Management (an initiative to identify, assess, measure, and actively manage financial risk impact to the business)

EV:

Electric vehicle

Evaluation Committee:

A committee consisting of at least three (3) individuals appointed to review and evaluate each Reply

Evaluation Criteria:

Described in Table 5 of Section 3.2.3 of this ITN

Ex Parte Communication:

Inappropriate communication concerning this ITN between a firm submitting a Reply and a JEA representative during the time which this ITN is being advertised during the time of award. For more information on Ex Parte Communications, see JEA Procurement Code, Article 1-110, which is available online at www.jea.com/strategicalternatives

Florida Public Records Laws:

Chapter 119, Florida Statutes, and Article I, Section 24 of the Florida Constitution, and all applicable statutory amendments, exceptions, and exemptions

FPSC:

Florida Public Service Commission

Front-of-the-Meter:

Energy storage interconnected on distribution or transmission networks or in connection with a generation asset. Applications are largely driven by Independent System Operators or Regional Transmission Organizations market products (e.g., electricity, ancillary services) or network load relief

GEC:

Greenland Energy Center

Georgia Power:

Georgia Power Company

GEPP:

General Employees Pension Plan administered by the Retirement System Pension of the City of Jacksonville

Defined Terms

Terms Used in this ITN (cont'd)

GMP:

Gross Metro or Gross Metropolitan Product is a comprehensive measure of the economies of metropolitan statistical areas which estimates the value of the goods and services produced in a metro area

ISO:

Independent System Operators

ITN:

This solicitation document; a method of competitively soliciting Replies from one or more interested parties with whom JEA may negotiate under section 3-110 of the JEA Procurement Code

Jacksonville:

City of Jacksonville

JD Power:

J.D. Power is a global marketing information services company which conducts surveys of customer satisfaction, product quality and buyer behavior for a range of industries

JEA Procurement Code:

The JEA Procurement Code (1996), as amended, which can be found on at the following link www.jea.com/strategicalternatives

JEA Virtual Data Room:

An online data base or platform which will include a confidential information presentation on JEA and certain financial projections among other documents

Kennedy:

J. Dillon Kennedy Generating Station

KPIs/KRIs:

Key process indicators and key risk indicators

Mandatory Requirements:

Listed on Table 3 under Section 3.1.1 of this ITN

MEAG:

Municipal Electric Authority of Georgia

Merit Order:

Ranking of all available power generating units in an integrated power system in order of their short-run marginal cost per kWh, starting with the cheapest for delivering electricity to the grid

MGD:

Millions of gallons per day

Minor Irregularity/ies:

A variation from this ITN terms and conditions not giving the Vendor an advantage or benefit not enjoyed by other Vendors and which does not adversely impact the interests of JEA

MSA:

Metropolitan Statistical Area

NDA:

Non-disclosure Agreement between JEA and the Respondent

Negotiation Team:

A team consisting of at least three (3) individuals appointed to conduct negotiations with the Respondents within the competitive range, review revised Replies and Best and Final Offers, and formulate a recommended award

Defined Terms

Terms Used in this ITN (cont'd)

Northside:

Northside Generating Station

Notice of Intent to Award:

JEA will post a Notice of Intent to Award on its procurement page available online at www.jea.com/strategicalternatives after the conclusion of all negotiations and discussions held by the Negotiation Team

Oglethorpe Power:

Oglethorpe Power Corporation

OPEB:

Other Post-Employment Benefits

Personal Income:

Income that people get from wages and salaries, Social Security and other government benefits, dividends and interest, and business ownership among other sources

Plant Vogtle:

Alwin W. Vogtle Nuclear Power Plant in Burke County, Georgia

PPA:

Amended and Restated Power Purchase Agreement between JEA and MEAG for the financing of the construction of Units 3 and 4 at Plant Vogtle

Project J:

Portion of MEAG's 22.7% undivided ownership interest in the additional Vogtle Units, which will provide the capacity and energy to be purchased by JEA under the PPA

PVC:

Polyvinyl chloride

Recapitalization Event:

The closing and funding of a transaction or a series of related transactions in accordance with Article 21 of the Charter of the City of Jacksonville and any other Applicable Law that results in either (i) unencumbered cash proceeds to the City of Jacksonville of at least Three Billion Dollars (\$3,000,000,000) or (ii) at least fifty percent (50%) of the net depreciated property, plant and equipment value of either JEA's electric system or JEA's water and wastewater system being transferred, assigned, sold or otherwise disposed of

Redacted Copy:

Any document or record submitted in response to this ITN by the Respondent clearly labeled "Redacted Copy" in which certain information has been redacted or marked as 'confidential' pursuant to Florida Public Records Law by the Respondent

Regulatory Research Associates:

Market researcher performing commercial business, marketing, opinion and other economic search

Reply/ies:

A formal response to this ITN

Respondent:

A Vendor who submits a Reply to this ITN

Defined Terms

Terms Used in this ITN (cont'd)

Responsible Respondent:

A Respondent who has the capability, in all respects, to fully perform the Contract requirements, and the integrity and reliability to assure good faith performance

Responsive Reply:

A Reply, submitted by a Responsible Respondent, which conforms with all material aspects of this ITN

RTO:

Regional Transmission Organization

Scoring Guidelines:

Listed on Table 4 under Section 3.2.2 of this ITN and used to evaluate and rank the Replies

SJRPP:

St. Johns River Power Park

SO2:

Sulfur dioxide for dechlorination

Timeline of Events:

Identified in Section 2.2 of this ITN

Vendor:

An entity that is capable of proposing and executing a strategic alternative similar to those described in this ITN

Vogtle Units:

Two additional nuclear units under construction at Plant Vogtle

Wastewater System:

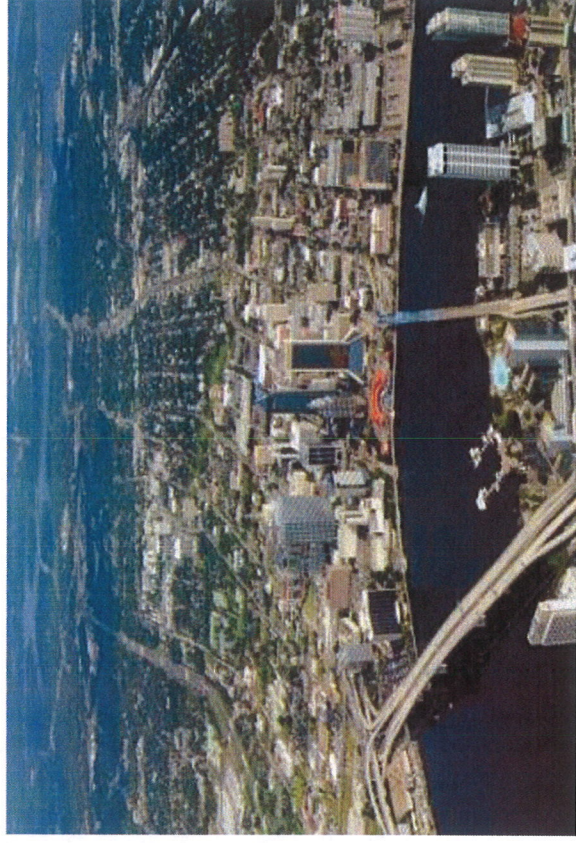
Wastewater System of JEA comprised of more than 3,900 miles of collection lines, over 1,400 pumping stations and 11 wastewater treatment plants, handling approximately 120 million gallons of wastewater every day

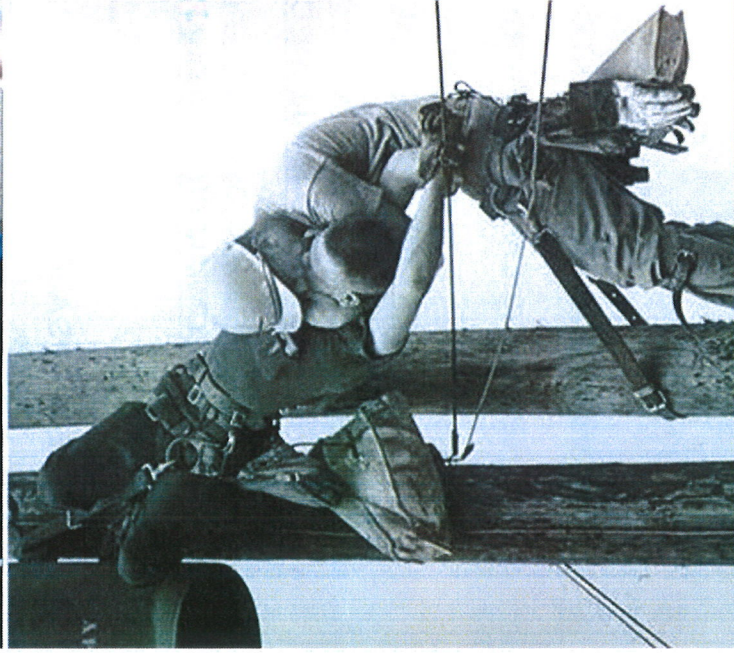
Water and Wastewater Systems:

Water and Wastewater Systems of JEA

Water System:

Water System of JEA comprised of over 130 wells, 38 water treatment plants, and 4,600 miles of distribution grid of pipelines, delivering over 110 million gallons of water each day to customers





EXHIBITS

JEA | ITN FOR STRATEGIC ALTERNATIVES | ITN# 127-19

Required Attachments

- ATTACHMENT 1 – RESPONDENT'S CERTIFICATION: [WWW.JEA.COM/RESPONDENTS CERTIFICATION](http://WWW.JEA.COM/RESPONDENTS_CERTIFICATION)
- ATTACHMENT 2 – CONFLICT OF INTEREST CERTIFICATE: [WWW.JEA.COM/CONFLICT OF INTEREST CERTIFICATE](http://WWW.JEA.COM/CONFLICT_OF_INTEREST_CERTIFICATE)

Exhibits

- EXHIBIT A – JEA PROCUREMENT CODE: [WWW.JEA.COM/JEA PROCUREMENT CODE](http://WWW.JEA.COM/JEA_PROCUREMENT_CODE)
- EXHIBIT B – 2018 ANNUAL REPORT: [WWW.JEA.COM/2018 ANNUAL REPORT](http://WWW.JEA.COM/2018_ANNUAL_REPORT)
- EXHIBIT C – ELECTRIC SYSTEM 2018 ANNUAL DISCLOSURE REPORT: [WWW.JEA.COM/2018 ANNUAL DISCLOSURE REPORT ELECTRIC](http://WWW.JEA.COM/2018_ANNUAL_DISCLOSURE_REPORT_ELECTRIC)
- EXHIBIT D – WATER AND WASTEWATER SYSTEM 2018 ANNUAL DISCLOSURE REPORT: [WWW.JEA.COM/2018 ANNUAL DISCLOSURE REPORT WATER](http://WWW.JEA.COM/2018_ANNUAL_DISCLOSURE_REPORT_WATER)
- EXHIBIT E – MARCH 2019 QUARTERLY ANALYSIS OF FINANCIAL PERFORMANCE: [WWW.JEA.COM/MARCH 2019 QUARTERLY ANALYSIS OF FINANCIAL PERFORMANCE](http://WWW.JEA.COM/MARCH_2019_QUARTERLY_ANALYSIS_OF_FINANCIAL_PERFORMANCE)
- ALL EXHIBITS AND ATTACHMENTS CAN BE FOUND AT WWW.JEA.COM/STRATEGICALTERNATIVES

INVITATION TO NEGOTIATE
#127-19
FOR STRATEGIC ALTERNATIVES



Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 1		Evaluator:	Juli Crawford		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	0	0.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							67.50	

EXHIBIT

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Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 3		Evaluator:	Juli Crawford	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							93.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 4		Evaluator:	Juli Crawford	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score								83.75

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 5		Evaluator:	Juli Crawford		
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							77.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 6		Evaluator:	Juli Crawford	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							82.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 7		Evaluator:	Juli Crawford	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							75.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 8		Evaluator:	Scored assuming partnership	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							75.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 9		Evaluator:	Juli Crawford		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score								77.50

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 10		Evaluator:	Juli Crawford		
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	0	0.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							63.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 11		Evaluator:	Juli Crawford	
Proposals to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							85.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 13		Evaluator:	Juli Crawford	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							83.75	

Evaluation Matrix										
Solicitation 127-19 ITN for Strategic Alternatives			Firm:		Reply 14		Evaluator:		Juli Crawford	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)									
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)									
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)									
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)									
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)									
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)									
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)									
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)									
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Total Score							66.25			

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives				Firm:	Reply 15	Evaluator:	Juli Crawford	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							75.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 1		Evaluator:	Shawn Eads	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							75.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 3		Evaluator:	Shawn Eads		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	1	3.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							70.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 4		Evaluator:	Shawn Eads		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score								78.75

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 5		Evaluator:	Shawn Eads		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							75.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 6		Evaluator:	Shawn Eads	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							77.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 7		Evaluator:	Shawn Eads	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							78.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 8		Evaluator:	Shawn Eads	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							71.25	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 9		Evaluator:	Shawn Eads		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							83.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 10		Evaluator:	Shawn Eads	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	1	8.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	8.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							62.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 11		Evaluator:	Shawn Eads	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							86.25	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 13		Evaluator:	Shawn Eads	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							81.25	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 14		Evaluator:	Shawn Eads	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							70.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 15		Evaluator:	Shawn Eads	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	9.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							67.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 1		Evaluator:	Jon Kendrick	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							53.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 3		Evaluator:	Jon Kendrick	
Proposals to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							92.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 4		Evaluator:	Jon Kendrick		
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							100.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 5		Evaluator:	Jon Kendrick	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							83.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 6		Evaluator:	Jon Kendrick	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							100.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 7		Evaluator:	Jon Kendrick	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							95.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 8		Evaluator:	Jon Kendrick	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							82.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 9		Evaluator:	Jon Kendrick	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							87.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 10		Evaluator:	Jon Kendrick	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							60.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 11		Evaluator:	Jon Kendrick	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score								97.50

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 13		Evaluator:	Jon Kendrick	
Proposal to Achieve JEA's Goal in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							97.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 14		Evaluator:	Jon Kendrick	
Proposals to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							83.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 15	Evaluator:	Jon Kendrick		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							87.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 1	Evaluator:	Joe Orfano		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1. Protection of certain employee retirement benefits; 2. Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3. Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	1	3.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							43.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 3		Evaluator:	Joe Orfano	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	1	3.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							88.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 4		Evaluator:	Joe Orfano		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							88.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 5		Evaluator:	Joe Orfano	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							83.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 6		Evaluator:	Joe Orfano	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							95.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 7		Evaluator:	Joe Orfano		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							92.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 8		Evaluator:	Joe Orfano	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	1	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							65.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 9		Evaluator:	Joe Orfano		
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	19.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							83.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 10		Evaluator:	Joe Orfano	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	1	3.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	1	3.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score								43.75

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 11		Evaluator:	Joe Orfano	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							92.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 13		Evaluator:	Joe Orfano	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	4	20.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score								92.50

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 14		Evaluator:	Joe Orfano	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							68.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 15		Evaluator:	Joe Orfano		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1. Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2. Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3. Corporate culture demonstrating a long-term commitment to operations; 4. Strong focus on maintaining reliability and minimizing time of disruptions; and 5. Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1. Protection of certain employee retirement benefits; 2. Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3. Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1. Position the business for the future; 2. Create new revenue channels; and 3. "Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							85.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 1		Evaluator:	Jordan Pope	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	1	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	0	0.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	1	3.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							21.25	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 3		Evaluator:	Jordan Pope	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	18.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	4.00	18.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							85.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 4		Evaluator:	Jordan Pope		
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							85.00	

Evaluation Matrix										
Solicitation 127-19 ITN for Strategic Alternatives			Firm:		Reply 5		Evaluator:		Jordan Pope	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)									
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)									
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)									
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)									
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)									
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)									
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)									
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	2	9.00		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)									
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50		
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)				
Total Score							72.50			

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 6		Evaluator:	Jordan Pope	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							82.50	

Evaluation Matrix							
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 7		Evaluator:	Jordan Pope	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)						
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)	10.00
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)						
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)	11.25
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)						
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)	7.50
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)						
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)	7.50
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)						
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)	7.50
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)						
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)	7.50
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)						
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)	7.50
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)						
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)	7.50
Total Score						66.25	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 8		Evaluator:	Jordan Pope		
Proposals to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							56.25	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm: Reply 9		Evaluator: Jordan Pope			
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							57.50	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 10		Evaluator:	Jordan Pope	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	1	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	0	0.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	1	3.75
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	0	0.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							21.25	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 11		Evaluator:	Jordan Pope	
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							75.00	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 13		Evaluator:	Jordan Pope	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	3	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	3	11.25
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	4	15.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	4	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							83.75	

Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives		Firm:	Reply 14		Evaluator:	Jordan Pope		
Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."Future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	1	2.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							52.50	

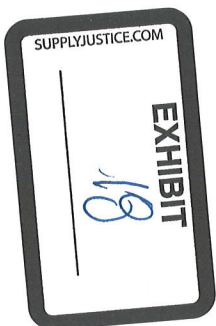
Evaluation Matrix								
Solicitation 127-19 ITN for Strategic Alternatives			Firm:	Reply 15		Evaluator:	Jordan Pope	
Proposed to Achieve JEA's Goals in this ITN (20% Weighted Value)	Proposal to Achieve JEA's Goals in this ITN (20% Weighted Value)							
	Respondents must indicate clearly and specifically how their Reply would allow JEA to achieve the goals outlined in this ITN	Exceptional	Good	Adequate	Poor	Inadequate	2	10.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Experience and Customer Commitment (15% Weighted Value)	Experience and Customer Commitment (15% Weighted Value)							
	A summary of experience managing related or similar operations of comparable size and scope to JEA is required. The Respondent must provide information regarding its experience, knowledge, skills, and abilities for owning, operating, and managing electric generation, transmission, distribution, and water systems or other complex business entities. Specific information regarding experience in other customer service areas, including customer billing, complaint management and resolution history, experience with purchases of other utility systems, customer question management, and emergency repair reply times should be included. Replies demonstrating the following will be treated favorably: 1.Longevity of utility generation, transmission, and distribution operations greater than 5 years; 2.Successful customer relations demonstrated through customer outreach, surveys such as JD Power or other comparable sources; 3.Corporate culture demonstrating a long-term commitment to operations; 4.Strong focus on maintaining reliability and minimizing time of disruptions; and 5.Focus on maintaining rate stability for customers, as illustrated through historical rates Where available, Respondents should also include a history of their customer rates for the past 10 years. Respondents are encouraged to provide any incremental information they believe relevant to demonstrate their experience and customer commitment	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Economic Development and Benefits to Jacksonville (10% Weighted Value)	Economic Development and Benefits to Jacksonville (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville. Additionally, Respondents will be treated favorably based on ability to demonstrate how they may drive economic development and job creation in the City of Jacksonville	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Employee Retention and Benefits (10% Weighted Value)	Employee Retention and Benefits (10% Weighted Value)							
	Respondents will be evaluated on the basis of their willingness to make certain commitments to employees consistent with JEA's goals of: 1.Protection of certain employee retirement benefits; 2.Maintenance of substantially comparable employee compensation and benefits for three (3) years; and 3.Confirmation to funding of retention payments to all full-time employees of 100% of current base compensation, as provided in the Employee Protection and Retention Agreement approved by the Board of Directors on July 23, 2019	Exceptional	Good	Adequate	Poor	Inadequate	2	5.00
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Innovation Plan (15% Weighted Value)	Innovation Plan (15% Weighted Value)							
	Respondents should provide initiatives under which they will be committed to provide innovative services or investments that leverage the tangible and intangible assets of JEA in order to achieve the following: 1.Position the business for the future; 2.Create new revenue channels; and 3."future-proof" the utility business. Separately, Respondents only interested in providing Replies related to potential new business opportunities or innovation or disruption of JEA's business are strongly encouraged to do so	Exceptional	Good	Adequate	Poor	Inadequate	2	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Environmental, Social and Governance (10% Weighted Value)	Environmental, Social and Governance (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments, including, but not limited to, sustainability initiatives, renewable energy goals and the maintenance of an equitable workforce and management team	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Community Stewardship (10% Weighted Value)	Community Stewardship (10% Weighted Value)							
	Respondents will be treated favorably for their willingness to make commitments to the City of Jacksonville and surrounding communities, including, but not limited to, volunteer activities, charitable contributions, an ongoing community relationship plan and comprehensive storm responsiveness plans	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Financial Stability (10% Weighted Value)	Financial Stability (10% Weighted Value)							
	Respondents will be treated favorably based on long duration and/or permanent capital availability. Additional merit will be placed on willingness and demonstrated ability to continue growth investments in JEA	Exceptional	Good	Adequate	Poor	Inadequate	3	7.50
		(4 points)	(3 points)	(2 points)	(1 point)	(0 points)		
Total Score							60.00	

Bidder's Coding Log	Company Name	Code Name
Reply 1	Unit Group Inc.	
Reply 2	3 Degree	
Reply 3	JFA Public Power Partners, A Consortium of Bernard Capital Partners, Emera and Suez	Baron
Reply 4	Masquarie Infrastructure and Real Assets Inc. (MIRA Inc.)	Seawolf
Reply 5	IFM Investors PTY LTD	
Reply 6	Nortea Energy	Jethawk
Reply 7	Emera Inc.	Hotrod
Reply 8	Veolia Water North America - South, LLC	
Reply 9	American Public Infrastructure LLC	
Reply 10	Harjay Communications Group, Inc.	
Reply 11	American Water Works Company, Inc.	Cyclone
Reply 12	Olympus Power, LLC	
Reply 13	Respondent A	
Reply 14	Algonquin Power & Utilities Corp.	
Reply 15	Duke Energy	Clipper
Reply 16	New Solution for Business	



JEA Bid Scores per Evaluator

ITN Respondent Reply #	Respondent	Julie Crawford	Scored Assuming Partnership	Shawn Eads	Jon Kendrick	Joe Orfano	Jordan Pope	Average Score	Score Rank
Reply 1	Unit Group Inc	67.5		75	53.75	43.75	21.25	52.5	T-12
Reply 2	3 Degree							0	T-14
Reply 3	JEA Public Power Partners: A consortium of Bernhard Capital Partners, Emera and Suez	93.75		70	92.5	88.75	85	86	5
Reply 4	Macquarie Infrastructure and Real Assets Inc. (MIRA Inc.)	83.75		78.75	100	88.75	85	87.25	T-3
Reply 5	IFM Investors PTY LTD	77.5		75	83.75	83.75	72.5	78.5	7
Reply 6	NextEra Energy	82.5		77.5	100	95	82.5	87.25	2
Reply 7	Emera Inc	75		78.75	95	92.5	66.25	81.5	6
Reply 8	Veolia Water North America -South LLC		75	71.25	82.5	65	56.25	68.75	10
Reply 9	American Public Infrastructure LLC	77.5		83.75	87.5	83.75	57.5	78	8
Reply 10	Hargray Communications Group, Inc	63.75		62.5	60	43.75	21.25	50.25	T-12
Reply 11	American Water Works Company Inc	85		86.25	97.5	92.5	75	87.25	T-3
Reply 12	Olympus Power LLC							0	T-14
Reply 13	Respondent A	83.75		81.25	97.5	92.5	83.75	87.75	1
Reply 14	Algonquin Power & Utilities Corp	66.25		70	83.75	68.75	52.5	66.25	11
Reply 15	Duke Energy	75		67.5	87.5	85	60	75	9
Reply 16	New Solution for Business								T-14





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October 11, 2019

JEA
21 West Church Street
Jacksonville, FL 32202

RE: LETTER OF ENGAGEMENT FOR ADP COMPREHENSIVE SERVICES

Dear Jonathan Kendrick:

This Letter of Engagement ("LOE") contains the terms of our agreement for ADP, LLC ("ADP") to commence certain implementation activities on behalf of JEA ("Client") and also sets forth the scope of our current understanding of the requested services.

The scope and pricing for the services that have been agreed to by ADP and Client are described in the Executive Pricing Summary attached as Exhibit A hereto (the "Services"). The pricing outlined in the proposal is based upon ADP's standard services and functionality. Any adjustments are subject to mutual agreement of the parties.

Client acknowledges that a detailed, definitive agreement is required to be executed by the parties prior to the commencement of live processing services. The parties agree to use commercially reasonable efforts to negotiate the terms of such agreement within 14 days from the execution of this LOE.

ADP will perform the implementation activities for the implementation fees set forth on the executive pricing summary. Fees for implementation activities will be invoiced to JEA on a monthly basis at a rate of twenty-five percent (25%) per month of the One-Time Implementation Fees listed on the executive pricing summary. Amounts incurred under this LOE are payable by Client within 30 days of invoice date. All fees paid under this LOE will be credited against the total implementation fees set forth under the definitive agreement entered into between the parties.

Implementation of any ADP application programs (the "ADP Application Program") under this LOE shall be subject to the terms and conditions of the definitive agreement.

ADP will solely own any and all tangible property and physical deliverables created by ADP on the Client's behalf in connection with the implementation of the Services and the ADP Application Program proposed under this LOE and Client shall have a non-exclusive license to use such Services and the ADP Application Program solely for its charter purposes in connection with the implementation of the services as described herein. Notwithstanding the foregoing, Client will own all information and materials provided by Client, its agents or employees to ADP regardless of form ("Client Content"). Further, Client will retain ownership of reports and other materials that include Client Content produced and delivered by ADP as part of the Services, provided that ADP will be the owner of the format of such reports.





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Each party shall treat as confidential and will not disclose or otherwise make available to a third party any information of the other party that is confidential or propriety in nature ("Confidential Information"). Each party will instruct its employees who have access to the Confidential Information of the other to keep the same confidential by using the same care and discretion that each party uses with respect to its own confidential information.

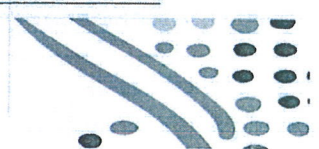
To the extent that Client is a "Public agency" as defined in 119.0701(1)(b) of the Florida Statutes, and ADP is a "Contractor" as defined in Section 119.0701(1)(a) of the Florida Statutes, ADP shall comply with Florida public records laws (as applicable), specifically to:

- (a) Keep and maintain documents which are required for ADP to perform the Services for Client under this Agreement, which are also Client's public records;
- (b) Upon request from the Client or its designee, provide the Client with a copy of the available requested records within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Client, all public records in possession of ADP upon expiration, or termination, of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client, upon request from the Client or its designee, in a format that is compatible with the information technology systems of the Client and such format shall be mutually agreed upon by ADP and Client.

Neither party shall be liable for indirect or consequential, exemplary, punitive, special, or other such damages (including, without limitation, lost profits), even if such party has been advised of the possibility of such damages in advance, nor shall either party's liability to the other for monetary damages hereunder exceed the total charges paid or payable by Client to ADP under this LOE.

This LOE shall be governed and construed in accordance with the laws of the State of Florida, without giving effect to the principles thereof relating to conflicts of laws. The limitations of liability and the obligations of confidentiality set forth herein shall survive the termination of this LOE.

Either party may terminate this LOE by providing 10 days prior written notice to the other party. Upon the termination of this LOE for any reason, Client shall pay ADP for all direct fees and expenses up through the date of termination, and each party shall return to the other or destroy any and all copies of the other's Confidential Information which are in its possession if permitted by law to do so.





Always Designing
for People™

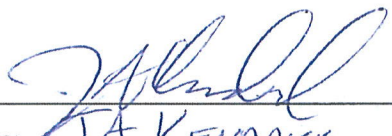
If this LOE is acceptable, please execute a copy of this LOE in the space provided below and return it to ADP. This LOE may be executed in one or more counterparts. Confirmation of execution by electronic email or facsimile signature page shall be binding upon any party so confirming.

ACCEPTED AND AGREED TO:

ADP, LLC

By: _____
Name: _____
Title: _____
Date: _____

JEA

By: 
Name: JA KENDRICK
Title: VP/CHRO
Date: 10/11/19



Executive Pricing Summary

US Comprehensive Services for JEA

The pricing below and associated assumptions outlined on the following pages are valid for 90 days from the date of this proposal, and assume a 2 Year contract term from the date on which live processing commences. After the first year of the Agreement, ADP reserves the right to increase ongoing fees on an annual basis. Any changes to the scope outlined below will require a new pricing estimate.

Ongoing Service Fees	Per Employee Per Month (AVG PEPM)	Estimated Annual Cost
Comp Payroll without WFN Technology ** 420 Employees Bi-Weekly (26) Monthly Minimum for Core Service Offering \$1650 Includes: ADP Analytics Includes: Document Cloud	\$ 31.35	\$ 158,004.00
ADP Enhanced Time / Qty - 420 Monthly Minimum for TLM Service Offering \$1400	\$ 5.23	\$ 26,334.00
Administrative Fees Monthly Administrative and Delivery Fees	\$275.00 (per month)	\$ 3,300.00
W-2 Year-end Processing Fees Year one W-2 estimated	\$2.50 (per form)	\$ 1,050.00
Non-Paid EEs / Qty -	\$ 10.40	\$ -
Postage, Shipping, Travel and other Out-of-Pocket Expenses: ADP will invoice Client for postage charges, delivery charges, other reasonable pre-approved third-party charges incurred on behalf of Client, and reasonable, pre-approved travel and reasonable, pre-approved out-of-pocket expenses.		
ADP Data Bridge	\$ 0.50	\$ 2,520.00
Total Estimated Annual Service Fees		\$ 191,208.00

Total Implementation Fees: \$52,500.00 24 monthly payments of \$2,187.50 Virtual Implementation Approach	\$ 52,500.00
--	---------------------

One-Time Implementation Fees	One-time Cost
ADP Comprehensive Services, Hosting, Payroll, Training, and Guided Implementation.	\$ 32,499.20
Implementation for ADP Data Bridge - (hourly rate* estimated hours)	\$ 17,392.00
Management Report (hourly rate *estimated hours)	\$ 2,608.80
Estimated One-Time Implementation Fees	\$ 52,500.00



Core Services Pricing Tiers (EE's) Before Discount	PEPM
1 - 500 Employees	\$ 33.00
501 - 1000 Employees	\$ 22.25
1001 -1750Employees	\$ 21.50
1751 - 2500 Employees	\$ 21.25
2501 - 3250 Employees	\$ 21.25
3251 - 5000 Employees	\$ 21.00
5001 - 7500 Employees	\$ 20.75
7501+ Employees	\$ 20.50

** PEPM subject to change based on pay frequency



JEA's First Supplement to Responses to Interrogatories

JEA is providing this First Supplement to Responses to Interrogatories pursuant to the Charge of the Special Investigatory Committee on JEA Matters issued by the Jacksonville City Council President on February 4, 2020, and the Interrogatories issued by resolution of the Committee on February 10, 2020.

JEA has undertaken to provide the Committee with accurate information in an expedited manner. JEA's efforts to determine the information requested is still in process, and JEA reserves the right to revise, correct, add to, supplement, or clarify any responses contained herein. JEA understands that it is obligated to supplement these responses should it identify any additional information responsive to these Interrogatories, and confirms that it will do so in a timely manner.

1. Identify all purchases, contracts, or payments for any goods or services of \$10 Million or more.

ANSWER:

The value of the following contracts exceeds \$10 million:

- An agreement with the Energy Authority executed March 28, 2019 for energy. The nominal value of the contract as stated in the agreement is \$16,386,300.
- Five Renewable Energy Purchase Power Agreements between JEA and EDF executed January 1, 2016 for solar energy. The aggregate value of the five contracts is approximately \$380,000,000.

5. Provide a list of all JEA owned electronic devices issued to Aaron Zahn or any other member of the SLT.

ANSWER: Please see Exhibit 4 Supplement.

Dated: April 24, 2020



EXHIBIT 4

SUPPLEMENT

EMPLOYEE NAME	DEVICE NAME	DESCRIPTION	ASSIGNMENT START DATE	ASSIGNMENT END DATE
Brooks, Jody L	JEALTD1005	Dell Latitude 5285	10/10/2018 0:00	4/9/2019
Brooks, Jody L	JEALTD1672	Dell Latitude 7200 2 in 1	4/6/2020 0:00	
Cosgrave, Paul Joseph	JEALT1082	HP ProBook 640 G2	9/7/2016 0:00	11/20/2018
Joe Orfano	JEALT1924	HP ProBook 640 G4	11/26/2018 0:00	
Joe Orfano	JEALT3910	HP ProBook 640 G1	10/23/2015 0:00	11/26/2018
Selders, Steven Gregory	JEALT1287	HP ProBook 640 G2	2/22/2017 0:00	9/17/2019
Selders, Steven Gregory	JEALTD0880	Dell Latitude 5285	9/17/2018 0:00	
Wilson, Kurtis R.	JEALT1658	Dell Latitude 7200 2-in-1	3/23/2020 0:00	

From: "Orfano, Joseph E. - Treasurer" <orfaje@jea.com>
Subject: See Below
Sent: Thu, 15 Aug 2019 09:18:47 -0500
To: "Petersen, Allyssa B." <peteab@jea.com>

CEO Aaron Zahn says a \$3 billion cash payment to the city would be a requirement for any privatization or sale of JEA. Curry wants to use the money to eliminate \$1.1 billion in general and enterprise debt and \$1.1 billion in Better Jacksonville Plan debt.

The mayor said Thursday that eliminating the debt would free up \$232 million in annual debt service payments and "more than replace" JEA's annual contribution to the city — projected at \$118 million in fiscal year 2019-20.

Curry said the remaining \$800 million could be "thrown into a lockbox" with interest becoming another revenue source for the city.

Joe Orfano

Treasurer

Direct: (904) 665-4541

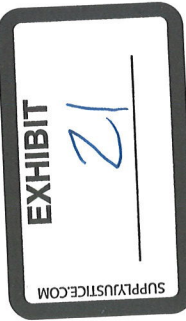
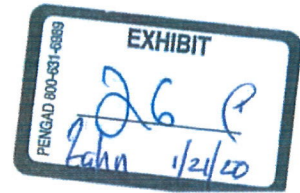
Mobile: (904) 677-1873

Fax: (904) 665-8334



Project Freebird

Organizational materials | July 2019



Meeting agenda: July 10–12, 2019

- Welcome and meeting objectives
- Introduction of project team members
- Project team organization
- Project team communication protocol
- Process objectives / description / key work products / sequencing and timing
- Project documentation
- Key considerations in positioning the process for regulatory success
- Potential Counterparty universe
- Key data for sharing with J.P. Morgan and Morgan Stanley

Key process deliverables timeline

Summary overview of near-term deliverables

Key deliverable	Description	Due date	Responsible parties(s)
Deliverables in next two weeks			
Draft Invitation to Negotiate ("ITN")	<ul style="list-style-type: none"> Build consensus on approach and receive sign-off from the Company, counsel and financial advisors How broad or narrow do we want the ITN to be? How specific are the process goals? 	July [19], 2019	Company, Foley, JPM, MS, Pillsbury
Preliminary financial analysis	<ul style="list-style-type: none"> What will Board require in order to approve ITN and what would be the minimum requirements? 	July 22, 2019	Company, JPM, MS
Secure approval to hire regulatory consultant, IE and market consultant	<ul style="list-style-type: none"> Draft RFP for IE, market consultant and regulatory consultant 	July 22, 2019	Company, JPM, MS
Prepare list of ITN-related info / DD / tables / numbers that need to be prepared and verified and assign responsibilities	<ul style="list-style-type: none"> Initial review of a comprehensive DD list to ensure that any major items that do not exist are in process Prepare script / talking points for post-board meeting individuals 	July 22, 2019	Company, JPM, MS
Deliverables in next eight weeks			
Begin Discussions with Florida Public Service Commission ("PSC") (if possible)	<ul style="list-style-type: none"> Counsel to confirm whether ITN would allow for direct discussions between Company & advisors in the shade or potential ways to facilitate that conversation Can rate base be pre-determined via discussions with regulators, and if so, how long will that process take? 	Late July	Company, JPM, MS, Foley, Regulatory Consultant
Finalize NDA	<ul style="list-style-type: none"> Sign-off on document from management and legal counsel 	Early September	Company, Foley, Pillsbury
Ongoing workstreams			
CIM	<ul style="list-style-type: none"> Prepare marketing materials 	October	Company, JPM, MS
Phase I Financial Model	<ul style="list-style-type: none"> Finalize Phase I Investor Model 	October	Company, JPM, MS
Due Diligence / Populate Data Room	<ul style="list-style-type: none"> Populate data room with key documents 	December	Company, Foley, JPM, MS, Pillsbury

Project team communication protocol

- This document solely references internal notes of J.P. Morgan and Morgan Stanley
- Standing process status updates – to be scheduled
 - Agenda
 - Key process updates
 - Key regulatory updates
 - Key business updates
 - Items completed
 - Near-term deliverables
 - Medium-term deliverables
 - Frequency: Weekly
 - Duration: Typically less than 1 hour
 - Format: Telephonic
 - In-person as needed
- Sub-committee regular calls
 - To be determined based on need
- Project code name and communications protocols

A broad process should be utilized to explore all potential opportunities for [Client]

- Optimizing customer rates; providing affordable electric power and water to customers at rates that are equal to or lower than current forecasts
- Maintaining reliability; upholding [Client]'s standards of excellence for system safety and reliability
- Value maximization; providing highest potential proceeds to the City
- Clean energy development managing the transition to renewable power sources to meet the state of Florida's environmental goals
- Commitment to employees: maintaining the jobs and benefits of [Client] employees
- Technological innovation; developing solutions to enhance the [Client] customer experience

Process objectives

- Conduct ITN / RFQ process to evaluate indications of interest
- Distribution of descriptive memorandum and preliminary bids in 1st round and management presentations and binding bids in 2nd round
- Contact broad universe of potential Counterparties

Process description

- Highest probability of achieving all process objectives
- Competitive tension maximized
- Best test of market price
- Seller negotiating leverage and process control maximized
- Public announcement / disclosure through ITN may reveal other Counterparties or alternatives not previously considered

Process pros

- Some Counterparties may decline to participate in a publicly announced "auction" process

Process cons

- Maximizing value is high priority
- Structural considerations are key
- Numerous potential Counterparties and limited clarity on who will be the most aggressive Counterparty

When appropriate

[CLIENT]

Potential process timing and milestones

Timing considerations

- J.P. Morgan and Morgan Stanley are prepared to begin preparation of ITN immediately with a view to approaching mutually agreed Counterparties in September 2019
- Following ITN process, a standard two-step auction process could be completed within 16-20 weeks, although the [Client] sale process might take longer given the number of stakeholders involved
- Given our experience with recent sale processes, assembling marketing materials and data rooms will be a swift process
- Comprehensive materials and sufficient time for Counterparties in the indicative bid phase have shown best results in past processes and help to ensure Counterparties understand and reflect all value drivers appropriately
- **J.P. Morgan and Morgan Stanley will work closely with the City and its advisors to tailor a process / timeline that meets the objectives of the City**

Indicative process timeline

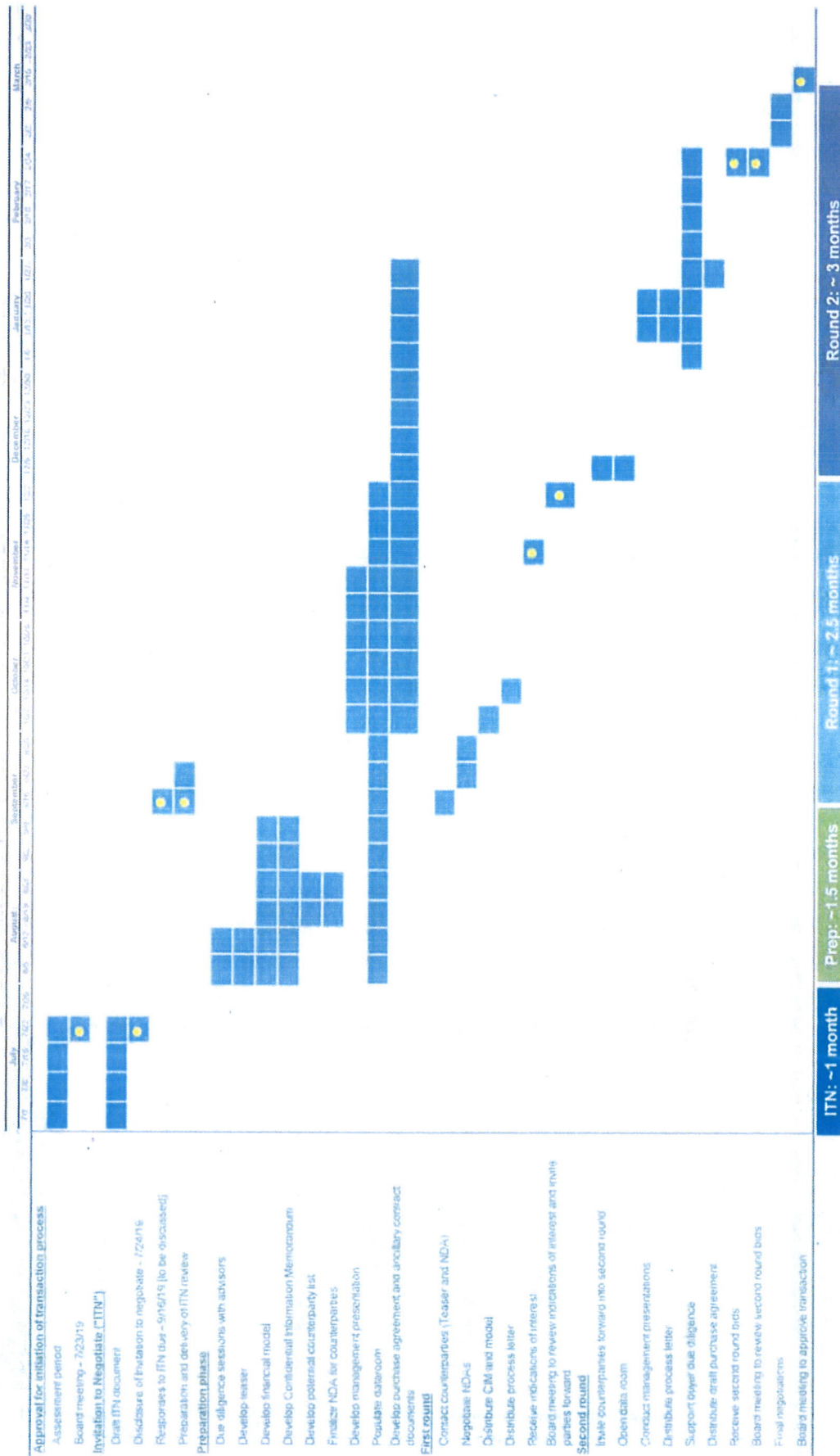
Item	Potential timing
Board meeting	23-Jul-19
Receive mandate & public announcement of ITN	23-Jul-19
Conduct diligence / Prepare marketing materials / Begin populating online data room	August - January
Kick-off process and begin marketing effort/sign CAs	September
Distribute Confidential Information Memo and process/bid letters	October
First round indications of interest	November
Second round process/diligence including opening of electronic data room	December – February 2020
Binding indications of interest	February 2020
Sign PPA and/or definitive agreement	March 2020

Overview of key process documents

Document	Description
Pre-launch	ITN <ul style="list-style-type: none"> ■ Preliminary materials made available to broad universe ■ Public, descriptive information regarding the opportunity and [Client] objectives ■ Designed to generate initial interest and feedback
	Counterparty log <ul style="list-style-type: none"> ■ Identifies all ITN respondents ■ Tracks interactions with and feedback received from potential ITN respondents in detail
	Non-disclosure agreement <ul style="list-style-type: none"> ■ Typically included with distribution of teaser ■ Interested parties required to execute in order to gain access to confidential information and participate in the process
Round 1	Confidential Information Memorandum <ul style="list-style-type: none"> ■ Includes extensive private information on the company including but not limited to business overview, historical and projected financials, customer information and regulatory details ■ Only distributed to qualified Counterparties who have executed a NDA and passed ITN screening criteria
	Consulting reports (as necessary) <ul style="list-style-type: none"> ■ Typically prepared by an independent third party to review the [environmental and/or engineering considerations] of the business, as well as views on base rate and returns
Round 2	Diligence tracker <ul style="list-style-type: none"> ■ Organizes all diligence requests from potential Counterparties and subsequent responses ■ Facilitates the due diligence process
	Management presentation <ul style="list-style-type: none"> ■ Presentation made to Counterparties by management ■ Often accompanied by a site visit / tour of critical facilities
	Data room index <ul style="list-style-type: none"> ■ Exhaustive record of all reports / data included in the electronic data room ■ Facilitates the due diligence process
	Purchase and Sale Agreement <ul style="list-style-type: none"> ■ Sale contract and associated disclosures
	Process letters <ul style="list-style-type: none"> ■ Instructions given to Counterparties on expected process, timing and requirements for participating ■ Clearly outline expectations for potential Counterparties ■ Typically distributed at each stage of the process

Proposed introductory process timeline

Estimated transaction signing and announcement in mid-March



[CLIENT]

J.P.Morgan Morgan Stanley

Preliminary key process responsibilities

Overview

	[Client]	J.P. Morgan / Morgan Stanley	Additional advisor(s)
Draft ITN		✓	–
Compile relevant data	✓		–
Direct any future Counterparty discussions to J.P. Morgan and Morgan Stanley	✓		–
Determine / screen potential Counterparties	✓	✓	–
Solicit data room provider through competitive process		✓	–
Prepare and distribute NDA for potential Counterparties	✓		Legal Counsel
Develop pre-marketing materials & set up meetings with technology firms [TBD]			
Develop / refine financial model	✓	✓	–
Draft CIM and first round bid letter		✓	–
Prepare PSA and associated schedules / agreements			Legal Counsel
Negotiate NDAs	✓		Legal Counsel
Distribute CIM and initial bid instructions		✓	–
Prepare management presentation	✓	✓	–
Prepare and review electronic data room	✓	✓	Legal Counsel
Interface between Counterparties and [Client]		✓	–
Review first round bids and confirm selected parties for second round	✓	✓	–
Counterparty Q&A and "deep-dive" due diligence / distribute PSA	✓	✓	–
Management presentations / site visits	✓	✓	–
Prepare final bid process letter		✓	Legal Counsel
Evaluate final bids	✓	✓	–
Negotiate final terms / PSA	✓	✓	Legal Counsel

[CLIENT]

Anticipated approvals and protocols following Round 2

As a part of any potential transaction, certain approvals from the [board, city and the general public] must be obtained

A Board meeting to approve transaction: mid-March

B City Council approval: mid-April

C 90-day advance submission of ballot measures in advance of approval vote: mid-April

D Transaction signing and agreement: mid-April

E Commence regulatory approvals process: April

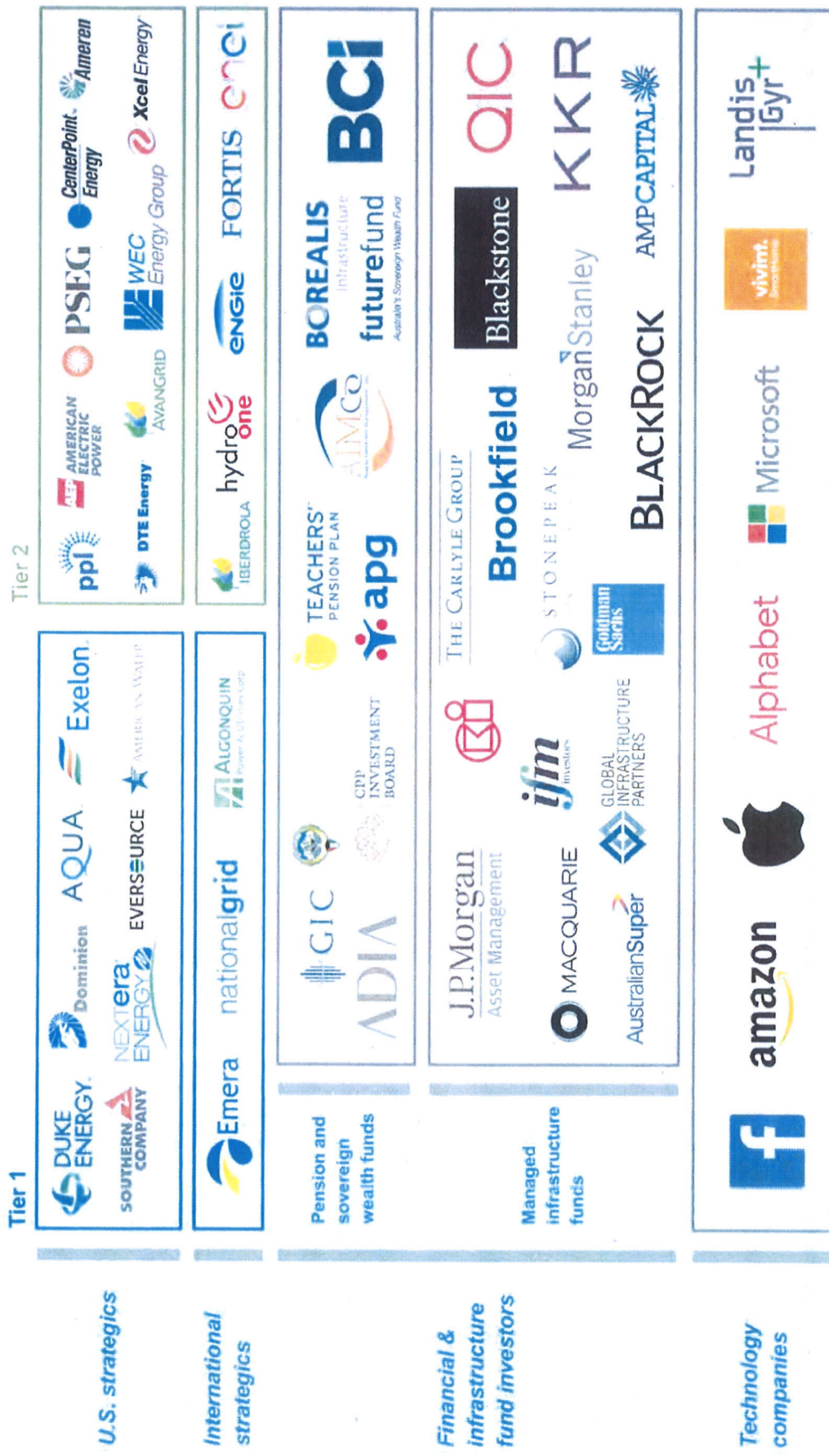
F Referendum vote: August

March 2020							April 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
A	15	16	17	18	19	20	12	13	14	15	16	17	B,C,D
22	23	24	25	26	27	28	19	20	21	22	23	24	E
29	30	31					26	27	28	29	30		
May 2020							June 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2		1	2	3	4	5	6
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													
July 2020							August 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4	F						1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

Potential Counterparty universe

- ITN screening process – designed to:
 - Identify process participants that have the financial and operational wherewithal to make a reasonable proposal
 - Eliminate parties that do not have serious intentions or wherewithal to make a reasonable proposal
- Key criteria
 - Minimum level of financial capability (i.e. clear and reasonable source of funding)
 - Minimum level of operational experience (i.e. comparable experience owning and operating a large and complex business operation)
 - Potential differentiating factors (financial, operational, technological or otherwise)
- Communications with potential counterparties
 - Identify appropriate contact at each counterparty
 - Communicate attractiveness of potential opportunity and indicate flexibility regarding potential partnership
 - Maintain ongoing, close communication with key decision maker(s) throughout process
- Counterparty types
 - Domestic strategies
 - Canadian strategies
 - International strategies
 - Infrastructure funds (including sovereign wealth funds and pension funds)
 - Private equity
 - Technology companies
 - Oil and gas companies
 - Partnerships & consortiums

Landscape of potential [Client] utility counterparties



Agenda

	Page
1 Appendix	12

Preliminary Round 1 CIM outline

Overview

1 Executive summary

- Business overview
- Key investment highlights
- Transaction structure
- Process overview and timeline

2 Key investment highlights

- Stable and attractive business profile
- Service territory demographics
- Key system characteristics
- Key growth projects/opportunities
- Regulatory environment overview
- Financial highlights
- Proven management team

3 Business overview

- Overview of physical plant, property and equipment
 - Generation, transmission and distribution
- Supply chain, key contracts, operating agreement details
- Historical operating data
- Business plan
- Detailed growth/CapEx strategy
- Projections
 - Historical and 5 year forward, major IS and select CF line items
 - Detailed rate case assumptions
- Regulatory framework
 - Public utility to IOU conversion considerations
 - Detailed rider/tracker summary
- Human resources
 - Org chart with all employees (simplified)
 - Bids of key management
 - Pension and benefit programs overview
 - Employee safety statistics

4 Customer overview

- Customer care, billing, collection statistics
- Residential
 - Customer demographics, growth, usage patterns
- Commercial
 - Key customers, growth, usage patterns
 - Industrial
 - Key customers, growth, usage patterns

5 Legal

- Environmental overview
- Summary of material contracts
- Summary of existing litigation
- Transaction structure
 - Anticipated transaction structure
 - Unique legal issues

7 Process overview and next steps

- Regulatory considerations
- Other

8 Q&A and contact information

- J.P. Morgan and Morgan Stanley contact information

Illustrative data room index

Illustrative data room index

Category	Document/Title
Corporate/Organizational Docs	
1.0	
1.1	Charter and Bylaws
1.2	Shareholder and Board Meeting Minutes
1.3	Voting agreements (proxies, etc.)
1.4	Organizational chart
1.5	Directors and key management
1.6	Sponsor ownership details
1.7	Geographical operating areas
1.8	Organizational charts and policy manuals
1.9	Press clippings and releases
Employment and Benefits	
2.0	
2.1	Current employee information
2.2	Outside affiliations
2.3	Current independent contractors or agency workers
2.4	Independent contractors
2.5	Terminations
2.6	Termination policies
2.7	Non-disclosure, non-competition, and assignment of copyright/invention agreements
2.8	Employment agreements (including signed offer letters), sales agreements or arrangements, copies of expatriate agreements and policies, summaries of oral offers, collective bargaining agreements, and arrangements with works councils
2.9	Labor disputes against the Company
2.10	Employee complaints
2.11	Documentation relating to employee performance problems
2.12	Worker's compensation claims
2.13	Bonus or special compensation granted
2.14	Qualified and Nonqualified Retirement, Profit Sharing, ESOP, Health, Welfare, Severance, Change of Control, Fringe Benefit, and Deferred Compensation Plans covering employees, former employees, retirees, directors, officers or consultants (or, if an LLC, managers)
2.15	For each plan which is currently or was formerly in place:
2.16	Plan documents (including amendments) for bonus and incentive programs
2.17	Correspondence with or approvals from regulatory or taxation authorities "top hat plan" notices filed with the U.S. Department of Labor
2.18	Compensation guidelines and structure for hiring and for performance reviews
2.19	Summary policies on vacation, sick leave, sabbaticals, holidays and an analysis of accrued leave for all employees
2.20	Company employee and/or personnel manual or handbooks
2.21	Renegotiations to union agreements and outline of contingency strike plans

Illustrative data room index (cont'd)

Illustrative data room index

Category	Document/Title
Privacy	
3.0	
3.1	Privacy policies
3.2	Personally identifiable information Company collects from third parties
Material Agreements	
4.0	
4.1	Contracts having a remaining term in excess of one year
4.2	Contracts involving an expenditure greater than \$50,000 over a period of one year or less
4.3	Material supply or requirements contracts
4.4	Largest suppliers and customers, setting forth annual amounts purchased or sold
4.5	Pipeline and distribution easements and right of way permits
4.6	Power and fuel purchase agreements
4.7	Water supply agreements
4.8	Engineering, procurement and construction, operation and maintenance, services, facilities and other agreements
4.9	Transportation agreements
4.10	Any non-competition, stand-still or confidentiality agreement
4.11	Agreements maintenance or technical support
4.12	Defaulted disputed contracts default or which is in the process of being terminated, amended or modified
4.13	Acquisitions or dispositions of substantial properties or assets, whether real or personal
4.14	Loan agreements, guarantees, indentures, promissory notes, debentures, lines of credit and related documentation in connection with loans or other indebtedness of Company
4.15	Inter-company agreements with affiliates: details of intra-group transactions
4.16	Agreements with an officer, director, employee or shareholder
4.17	Other strategic partner agreements (including outsourced support and maintenance)
Litigation	
5.0	
5.1	List and description of all pending, threatened, or completed claims, disputes, litigation, oppositions, or investigations, including any arbitration, investigative, or administrative proceedings
5.2	List and description of all pending, threatened or completed litigation, claims, suits and proceedings brought by or in the name of the Company, including the nature of the litigation, the amount involved and the opinion of counsel as to the probable outcome
5.3	A schedule of all laws, regulations, rules, ordinances, injunctions, franchises or court orders in respect of which the Company is not in compliance or has received a notice of a possible violation
5.4	Any consent decrees, judgments, other decree or orders, settlement agreements and other agreements to which the Company is a party or is bound, requiring or prohibiting any future activities
5.5	Pending environmental litigation (governmental or private), administrative environmental proceedings (including permit noncompliance), or notice of environmental violation involving the Company. For each such judicial or administrative proceeding, please provide copies of any applicable complaint or notice of violation and answer, dispositive pleadings, order or judgment
5.6	Any judicial or administrative judgments (including any consent orders or decrees), settlement agreements, or compliance schedules related to environmental matters to which any natural gas or other facilities of the Company are or have been subject
5.7	Information regarding any legal proceeding initiated or threatened against employees, consultants, licensees, or associates that has, or may have, a material adverse effect on Company
5.8	Any involvement of the Company officers, directors and employees in criminal proceedings or significant civil litigation

Illustrative data room index (cont'd)

Illustrative data room index

Category	Document/Title
Sales and Marketing, Services, and Support	
6.0	
6.1	Organization chart for Company's sales and marketing organizations, including the physical location, title, job description, and compensation of each sales or marketing employee, contract employee, or outsourced vendor not already provided
6.2	Customer satisfaction metrics and results (from past two reporting periods)
6.3	List of partners with responsibilities, entitlements and type (e.g. distributors, business partners, VARs, OEM, etc.)
6.4	Provide the following information for the sales organization for the current fiscal year—revenue by customer segment (enterprise, small & medium, consumer, other); revenue by vertical industry; revenue by geography and territory; revenue by direct vs. indirect channels and performance against targets
6.5	List of systems and tools used to manage and support sales employees, partners and their customers
General Financial Information	
7.0	
7.1	Audited financial statements for Company (including income statements, cash flow statements and balance sheets) and any subsidiaries
7.2	Detailed budget (including income statements, cash flow statements and balance sheets)
7.3	Detailed 5-year projections for the Company (including income statements, cash flow statements and balance sheets) including detailed underlying revenue, cost and balance sheet and other material assumptions
7.4	Updated copies of monthly financial statements for Company (including income statements, cash flow statements and balance sheets)
7.5	Trial balance for the most recent period and the last fiscal year end
7.6	Company's internal financial/accounting policies & procedures document (revenue recognition, internal standards reporting, etc.)
7.7	Detailed schedule of unusual/non-recurring revenue/expense
7.8	Internal and external auditors' reports and management responses
7.9	Detailed schedule of deferred liabilities (e.g. gas costs)
Revenue Information	
8.0	
8.1	Revenue recognition policies/procedures
8.2	Summary of sales to the top twenty customers by quarter. List number of overall transactions, and average revenue per transaction
8.3	Detailed schedule of revenues and units sales per product (by appropriate Unique Product Identifier)
8.4	Sales force pipeline for the coming year, including committed and upside
8.5	Revenue by quarter by type (license, service, maintenance) for the last four quarters
Current Assets	
9.0	
9.1	Detailed schedule of cash, including a copy of the bank reconciliations for the most recent balance sheet date
9.2	Detailed aged schedule of accounts receivable by customer, including days outstanding information, and allowances for doubtful accounts as of the most recent date available. Identify any specific receivables in dispute, collection, or arbitration
9.3	A schedule of any re-bill experience and write-offs, as uncollectible of any notes or accounts receivable made by the Company, except for immaterial write-offs in the ordinary course of business
9.4	A schedule of any capital expenditures in excess of \$50,000 made by the Company
9.5	Detailed schedule of prepaid expenses or other prepaid or deferred assets as of the most recent date available
9.6	Summary of all deferred product support costs and their period of amortization

Illustrative data room index (cont'd)

Illustrative data room index

Category	Document/Title
Non-Current Assets – Inventory and Other Assets	
10.0	
10.1	Physical inventory (both owned and consigned), by location, showing quantity and cost or other carrying value as of most recent date available
10.2	Details of inventory adjustments and of transactions in inventory reserves
10.3	Date of last physical inventory and total variance (expressed in absolute dollars)
10.4	Schedule detailing the components of other assets as of the most recent date available
Non-Current Assets – Property, Plant & Equipment	
11.0	
11.1	Inventory, including date of last physical inventory, of real and personal property such as land, buildings, furniture, fixtures and equipment, held by Company or any subsidiary, including all computer equipment, whether leased, licensed or owned, and all related depreciation schedules to include: Depreciable Life, Average Remaining Life (months), Original Cost Basis, Current NBY for the following assets: PCs, Servers, Capital Leased Equipment, High-end Multimedia, Telecom Equipment, Networking Equipment, Vehicles, Buildings, Building Improvements, Leasehold Improvements and Other
11.2	Monthly schedule of CAPEX, by major category
11.3	Schedule of projected CAPEX, by major category
11.4	Asset depreciation schedule and associated deferred tax liability
Liabilities	
12.0	
12.1	Detailed schedule of accounts payable aged as of the last year end and the current date
12.2	Detailed schedule of secured convertible debentures and any other outstanding debt
12.3	Detailed schedules of any other accrued payables or liabilities
12.4	Material correspondence with any of the Company's lenders, including all compliance reports submitted by the Company or its independent public accountants
Other Financial Information	
13.0	
13.1	Detailed schedule of accounts payable aged as of the last year end and the current date
13.2	Summary of equity accounts as of the last year end and the current date, showing changes, and the most recent interim date
13.3	List of financial institutions used by Company and any subsidiaries, the identity of the types of accounts with each such institution, and any correspondence related thereto
13.4	List of the names of the auditors of Company and its subsidiaries and details regarding any change in auditor, any disagreement or conflict with any such auditor, or reservation made in any auditor's report
13.5	Any letters from the Company's attorneys to the Company's independent auditors regarding material litigation involving the Company
13.6	List of financial institutions that offer financing to Company's customers in the purchase of Company's products
13.7	Schedule of future minimum lease commitments, by property, as of the most recent fiscal period (including details of lease termination dates)

Illustrative data room index (cont'd)

Illustrative data room index

Category	Document/Title
Insurance/Risk Management	
14.0	
14.1	Provide a summary of and copies of all current insurance policies held by Company and any subsidiaries, including but not limited to: general liability, office package policy, workers compensation, auto, employment practices, fiduciary, crime, E&O and D&O. Also, provide contact information for insurance agents or brokers
14.2	Provide year-by-year summary of expired insurance policies (occurrence policies are needed going back to inception of the Company)
14.3	Provide summary of: (1) all property and casualty claims and/or all lawsuits; and (2) all closed claims and/or lawsuits
14.4	Provide any and all information available with regards to any known matter that could give rise to a claim or potential litigation
Operations	
15.0	
15.1	Summary of AMR details including meters in service, error rate, etc
15.2	Detailed description of transmission infrastructure
Government Regulation	
16.0	
16.1	A list of all federal, state, local, and foreign agencies that license, regulate, inspect, register, or issue permits or other approvals for the Company and any of its activities or products or any fuel used or consumed at or in any facilities of the Company
16.2	List of all applications, qualifications, tariffs, integrated resource plans and other filings with domestic and foreign governmental agencies (e.g., FERC, public utility commissions, SEC and others)
16.3	A schedule of all authorizations, approvals, licenses, consents, permits and certificates of authority issued or required to be issued by any federal, state, local, or foreign governmental authority and required by the Company for the ownership or operation of its business or assets
16.4	Any reports by (including any reports resulting from examinations made by and any transcripts of any significant proceedings before) and significant correspondence to and from any state or federal regulatory agencies, and any other communications prepared by a governmental agency or authority or a Native American tribe, with respect to the Company or its activities, including utility commission audits, water right and water quality applications, hydraulic project approval applications, Corps or other permit applications
16.5	Description (together with any related reports, notices or correspondence) of any inquiries or complaints (including informal customer complaints)
16.6	All EMMA and/or SEC filings and correspondence
Environmental	
17.0	
17.1	General
17.2	Underground and aboveground storage tanks
17.3	Emergency planning and community right-to-know
17.4	Recent environmental reports or studies undertaken

Illustrative data room index (cont'd)

Illustrative data room index

Category	Document/Title
Tangible Assets – Real & Personal Property	
18.0	
18.1	Address, legal description, and title documents for each asset, office, or other property owned
18.2	Summary of operating expenses and property taxes paid or assessed
Intellectual Property	
19.0	
19.1	Pending and registered trademarks and service marks
19.2	IT operations and IT systems agreements
19.3	Internal business computer applications
Tax Matters	
20.0	
20.1	Federal, state, and local income or franchise tax returns
20.2	All tax examination reports, notices of proposed assessment, notices of assessment or reassessment
Other Documents	
21.0	
21.1	General
21.2	Underground and aboveground storage tanks
21.3	Emergency planning and community right-to-know
21.4	Recent environmental reports or studies undertaken

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ITN - Related Engagements

Please note that all invoices submitted for ITN-related engagements are being reviewed by the Office of General Counsel prior to payment

Company	Paid	Pending	Total	Note
1 Milam Howard	56,745.98	26,393.41	83,139.39	
2 Pennington	24,310.53	1,995.00	26,305.53	
3 Radey	150,900.00	-	150,900.00	
4 Pillsbury*	750,520.62	9,856,040.66	10,290,508.96	Total has not been reconciled w/OGC; amount reduced by pmt. to Intralinks
5 Carlton Fields	33,765.63	-	33,765.63	
6 Hopping Green		57,560.00	57,560.00	Retainers removed
7 Foley and Lardner	1,361,786.48	-	1,361,786.48	
8 JP Morgan		170,217.00	170,217.00	
9 Morgan Stanley		170,217.00	170,217.00	
10 McKinsey		-	-	Included below
11 Lewis Longman & Walker	82,474.00	-	82,474.00	
12 Geosyntec	27,900.26		27,900.26	
13 Edwards Cohen	11,202.34		11,202.34	
14 Segal Consulting	-	36,437.50	36,437.50	
15 Holland & Knight		393,092.50	393,092.50	JEA has not received any H&K invoices
16 Nixon Peabody	54,800.00		54,800.00	
Total	2,554,405.84	10,711,953.07	12,950,306.59	

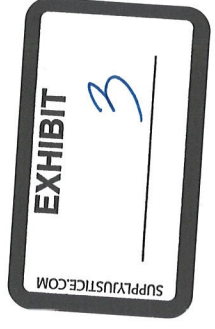
* Includes additional charges for the following:

	Pending	Total
McKinsey & Company, Inc.	1,400,000.00	1,400,000.00
FTI Consulting, Inc.	396,638.58	396,638.58
Leidos Engineering, LLC	416,191.28	416,191.28
Intralinks	316,052.32	316,052.32
Total	2,212,829.86	2,528,882.18

Travel Reimbursements (Atlanta)

Paul Steinbrecher	1,336.50	1,336.50
Ryan Wannemacher	1,276.13	1,276.13
John McCarthy	1,383.53	1,326.13
Deryle Calhoun	1,064.94	1,064.94
Kerri Stewart	1,090.13	1,090.13
Caren Anders	1,328.95	1,328.95
Ted Hobson	1,276.13	1,276.13
Shawn Eads	1,296.57	1,296.57
Jonathan Kendrick	1,307.13	1,307.13
Jenny McCollum	1,024.62	1,024.62

Updated per John McCarthy 1-29-2020



Aaron Zahn					
Lynne Rhode					Expense report not submitted to date
Melissa Dykes	1,583.66	-	1,583.66		
Herschel Vinyard		-			Expense report not submitted to date
Steve McInall		-			Will not submit expense report but expenses to be included for info.
Total	15,002.87	1,034.58	1,034.58	14,945.47	

Grand Total Charges	2,569,408.71	10,711,953.07	12,965,252.06
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REQUEST FOR PROPOSALS

to provide

STRATEGIC INITIATIVES FINANCIAL ADVISORY SERVICES

to the

CITY OF JACKSONVILLE, FLORIDA



RFP ISSUE DATE: December 20, 2017

PROPOSAL DUE: January 15, 2018

City of Jacksonville, Florida

Request for Proposals for Strategic Initiatives Financial Advisory Services

I. Purpose

The City of Jacksonville, Florida (the "City") is soliciting proposals from qualified firms wishing to serve as Financial Advisor for Strategic Initiative opportunities. The selected Advisor will provide financial advisory services relating to the market analysis, opportunity review, planning, solicitation, evaluation, negotiation, and award of potential alternative delivery of existing or new projects or services which are similar (but not limited) to public private partnerships or the lease, sale, and/or disposition of City assets. The initial term of the engagement will be for a period of three (3) years with two (2) two (2)-year renewals at the City's discretion. The City does not represent or guarantee that any Strategic Initiative will be analyzed or completed. The City intends to select a pool of qualified firms with demonstrated expertise across a diverse set of alternative delivery/ P3 transactions which are strategic in nature.

II. Scope of Services

The Scope of Services below is a general description of the advisory services the City may require on an ongoing basis and as opportunities arise.

Feasibility & Valuation Services (in collaboration with the City's Advisor, PFM)

- **Market Analysis** – Keep City staff informed of national and local market trends, dynamics that may impact the market for publicly-owned assets, and any legal or regulatory happenings of note.
- **Opportunity Review** – Assist City staff on an ongoing basis with determining the potential for strategic opportunities with regard to existing or future City assets and/or programs.
- **Planning** – Assist City staff with reviewing goals and objectives, project feasibility, benchmark criteria, solicitation documents, responses sought from the marketplace, evaluation criteria, and terms and conditions of any proposed agreements. Analyze financing and funding alternatives to improve financial marketability of the project. Review and report on the feasibility of using new or innovative financing techniques.

Transaction Services

- **Solicitations** – Assist City staff in preparation of any solicitation, review responses prepared by City staff to questions submitted by interested parties, and assist in preparing responses.
- **Evaluations** – Assist City staff during any evaluation stage, which will include review of proposals received from interested parties for request for qualifications/proposals; assist in review of agenda and questions for oral presentations/discussions with proposers prepared by City staff, provide analysis of proposals received including total project life-cycle costs, project cost comparisons to traditional delivery and financing options, project risk assessment and allocations, operations and maintenance analyses, and provide related benchmark information. Provide cost

City of Jacksonville, Florida

Request for Proposals for Strategic Initiatives Financial Advisory Services

effectiveness and feasibility studies to evaluate project delivery alternatives. Assist with developing or reviewing finance plans or financial models. Assist with public sector comparator and value for money analyses. Aid in the development of stakeholder presentations. Assist with project financial evaluations. Provide financial advice regarding market conditions and trends, financial products, third party alternative financing and special facility financing, and advising the City of market developments and financing techniques.

- **Negotiations** – Assist City staff during the negotiation stage, which will include negotiation strategies and negotiation of agreements.
- **Award Process** – Assist in bringing any project to financial and commercial close. Assist the City in preparation of the any presentation to senior staff or stakeholders as may be necessary.

III. Submission Requirements

One (1) electronic copy (an exact replication of the hard copies submitted) provided on CD-ROM or flash drive media, one (1) original hard copy and three (3) copies of each proposal and any addendum properly acknowledged, must be submitted in a sealed envelope and received no later than 2:00 P.M. Eastern Standard Time (EST), January 15, 2018, at the following address in order to be considered.

Jeremy Niedfeldt | Director
PFM Financial Advisors LLC
Public Financial Management, Inc.
300 South Orange Ave. | Suite 1170 | Orlando, FL 32801
Ph: (407) 406-5759 | niedfeldtj@pfm.com

Any proposal received after 2:00 P.M. EST on the due date shall not be considered. Incomplete proposals shall not be considered. Faxed proposals shall not be considered.

IV. Questions

Any questions regarding this Request for Proposals (RFP) shall be directed to the City's consultant, Public Financial Management ("PFM") **IN WRITING** via electronic mail to the below contact and e-mail address. The deadline for questions is January 5, 2018, at 5:00 P.M. EST.

Jeremy Niedfeldt | Director
PFM Financial Advisors LLC
Public Financial Management, Inc.
300 South Orange Ave. | Suite 1170 | Orlando, FL 32801
Ph: (407) 406-5759 | niedfeldtj@pfm.com

City of Jacksonville, Florida

Request for Proposals for Strategic Initiatives Financial Advisory Services

V. Solicitation Timetable

Tentative Timetable

RFP distributed	December 20, 2017
Proposal due	January 15, 2018
Interviews (at the City's discretion)	TBD
Selection of General Advisor(s)	By January 31, 2018

VI. Terms and Conditions

1. The City reserves the right to reject any and all proposals and to request clarification of information from any Proposer.
2. The City shall not be liable for any expenses incurred in the preparation and presentation of the proposals.
3. The proposer acknowledges that all information contained within its proposal is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws.

As of the date of this RFP, through the completion of the selection process, the proposer, their agents, and/or their associates are prohibited from contacting or soliciting any City official or employee, or any City Council member on matters covered by this RFP. Failure to comply with this condition may result in the disqualification of the Proposer.

4. The City shall be solely responsible for the selection of providers of any and all other services related to the review and completion of strategic initiatives.
5. This RFP and related responses of the selected Advisor(s) will by reference become part of the formal agreement between those selected and the City.
6. The City reserves the right to terminate any Advisor selection resulting from this RFP at any time and for any reason, upon giving thirty (30) calendar days prior written notice to the other party.
7. Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned without written approval of the City.
8. The City reserves the right to designate which Advisor(s) will assist in analyzing and/or completing strategic initiatives.

City of Jacksonville, Florida

Request for Proposals for Strategic Initiatives Financial Advisory Services

VII. Information to be Submitted by Proposers

All proposals shall be prepared using a font size no smaller than 12-point font as used by Microsoft Word and **shall not exceed 15 pages in length** (excluding any exhibits or attachments).

Failure to provide the information requested here may result in a deduction of points during the evaluation process. Failure to provide the information requested in the format and sequence requested may result in a deduction of evaluation points and could result in the respondent's proposal not being considered.

A. PROPOSING FIRM AND PERSONNEL INFORMATION (6-page maximum)

1. Executive Summary/Cover Letter

Each response should include a cover letter signed by an officer of the firm, indicating that the officer is legally authorized to contractually bind the firm. The cover letter should also summarize the key points of the firm's response.

2. Strategic Initiative Financial Advisory Team

Provide the names and backgrounds of the individuals who will be assigned to this engagement on a full-time basis. If your firm has more than one office, identify the office from which each designated individual will be operating. Clearly indicate each individual's responsibilities during the engagement and highlight the day-to-day contact person as well as the individual who will attend official meetings of the City, if requested.

3. Investigations

Summarize any litigation, regulatory action or legal investigation involving your firm or its principals, filed or pending within the last three (3) years. Include a description of any filed or pending matters that have been resolved and the details of such resolution. Please discuss the impact this litigation would have on your ability to serve as an Advisor to the City. If the response requires an extensive list, include a summary table and reference an exhibit.

4. Fee Approach

Discuss your firm's approach to fees charged for financial advisory services contemplated by this RFP. Understanding that fee level and structure are largely transaction specific, include fee indications for a range of transaction options. *The City reserves the right to negotiate any fees, expenses, or terms prior to the commencement of any transaction.*

City of Jacksonville, Florida

Request for Proposals for Strategic Initiatives Financial Advisory Services

B. EXPERIENCE AND PERFORMANCE INFORMATION (13-page maximum)

1. **Firm Experience**

Briefly discuss your firm's experience in providing Financial and/or Investment Banking Advisory Services for local governments on complex financial transactions which are similar (but not limited) to public private partnerships or the lease, sale, and/or disposition of City assets. Please detail any such transaction in the State of Florida. Provide the specific experience of the individual(s) who will work with the City.

2. **Discussion of Strategic Financial Advisory Approach and Current Market Environment**

Provide a discussion of your firm's approach applicable to the City's potential review and completion of strategic opportunities. Also, provide a review of the current market environment as it relates to strategic opportunities.

3. **Marketing Approach**

- Describe your firm's approach to marketing strategic opportunities to potential counterparties.
- Describe your approach to ensuring the City receives the best execution of any potential transaction.

4. **References**

Please provide three (3) local government financing references, including name, title, telephone number, type of transaction, and the date(s) of service.

5. **City Experience**

Provide information on any previous work done with the City.

VIII. Evaluation and Selection

After reviewing the written responses, firm(s) will be evaluated and selected based upon the following criteria:

- Experience of the firm's primary personnel – 25% weight
- Experience with similar transactions – 35% weight
- Advisory/Marketing Approach – 30% weight
- Pricing Approach – 10% weight

Each evaluation criteria will be scored on a scale of 1 to 10 for each respondent being considered. The assigned score for each criterion will be multiplied by the weight of that criterion. The results will be totaled providing the responding firms Total Score.

City of Jacksonville, Florida

Request for Proposals for Strategic Initiatives Financial Advisory Services

IX. Additional Information

To assist with your response to this RFP the following items can be found on the City's website along with additional information regarding the City at:

1. Annual Budgets
<http://www.coj.net/departments/finance/budget.aspx>
2. Comprehensive Annual Financial Reports
<http://www.coj.net/departments/finance/accounting/comprehensive-annual-financial-reports.aspx>

Luster, Jill R. - Executive Staff Assistant

From: Orfano, Joseph E. - Treasurer
Sent: Friday, September 13, 2019 10:38 AM
To: Luster, Jill R. - Executive Staff Assistant
Subject: RE: Pillsbury Invoice - Approval

Approved

Joe Orfano

Treasurer

Direct: (904) 665-4541

Mobile: (904) 677-1873

Fax: (904) 665-8334



From: Luster, Jill R. - Executive Staff Assistant <lustjr@jea.com>
Sent: Friday, September 13, 2019 10:32 AM
To: Orfano, Joseph E. - Treasurer <orfaje@jea.com>
Subject: Pillsbury Invoice - Approval

Good morning Joe. Attached please find Pillsbury Invoice No. 8287460. Lynne advised that you are the second approver. Please review the attached and approve for payment. Thank you.

Project Number: 8005742 Project Name: PA19E-Plant Vogtle Legal Exp.

021.Z0000.000000000.00.921021.4432.0000

Jill R. Luster

Executive Staff Assistant to

Lynne C. Rhode, Vice President and Chief Legal Officer

Jonathan A. Kendrick, Vice President and Chief Human Resources Officer

Direct: (904) 665-4567

Mobile: (904) 860-1271





Tax ID No. 94-1311126

Lawsikia J. Hodges
Deputy General Counsel
JEA
21 West Church Street (T-16)
Jacksonville, FL 32202

August 27, 2019
Invoice No. 8287460
Client No. 047455
Matter No. 0000003
Stephen B. Amdur
(212) 858-1000

For Professional Services Rendered and Disbursements Incurred through June 30, 2019

<u>Matter Name</u>	<u>Services</u>	<u>Disbursements</u>	<u>Balance Due</u>
Special Project	\$ 125,091.00	\$ 655.77	\$ 125,746.77
Total This Invoice:	\$ 125,091.00	\$ 655.77	\$ 125,746.77

Replacement invoice for 8286834

Current charges only. Time and disbursements not yet recorded will be included in future invoices.

FORM APPROVED

[Signature]
Office of General Counsel

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street - New York, NY - 10019
Due Upon Receipt
Remittance Address
P.O. Box 30769 - New York, NY 10087-0769

RESOLUTION 2019-10

**A RESOLUTION APPROVING LONG-TERM PERFORMANCE UNIT PLAN AND
RELATED DOCUMENTATION AND AUTHORIZING THE CEO TO TAKE ANY AND
ALL ACTION TO PURSUE THE IMPLEMENTATION OF SUCH PLAN AND
RELATED DOCUMENTATION**

WHEREAS, in accordance with Board Policy 2.7, the Compensation Committee directed JEA management in January 2019 to develop a compensation policy to align with talent market and guiding principles, JEA management presented to the Compensation Committee and the Compensation Committee approved in June 2019 the framework for a compensation plan, including a long-term incentive plan;

WHEREAS, at its June 2019 Board meeting, the Board approved the framework of JEA's long-term compensation plan and authorized JEA management to develop the plan and present it to the Board at the July 2019 Board meeting for final approval;

WHEREAS, the Board believes that it is in the best interest of JEA to adopt a long-term performance unit plan in connection with annual performance reviews and general operation of JEA; and

WHEREAS, the Board has reviewed the summary of the terms and conditions of the Long-Term Performance Unit Plan, which summary is attached hereto as Exhibit 1 (the "Long-Term Performance Plan Summary").

BE IT RESOLVED, by the Board that:

1. The Chief Executive Officer and Managing Director (the "CEO") or his designee shall have the authority to (i) implement a long-term performance unit plan (the "Long-Term Performance Unit Plan") on the terms and conditions set forth on the Long-Term Performance Plan Summary, (ii) execute with each actively employed eligible full-time employee, any full-time JEA employee as otherwise recommended by the CEO and approved by the Administrator of the Long Term Performance Unit Plan, and each actively employed eligible full-time attorney from the Office of General Counsel of the City of Jacksonville who is dedicated exclusively to JEA an agreement under the Long-Term Performance Unit Plan, (iii) in consultation with the Office of General Counsel, make technical and clerical amendments to the Long-Term Performance Unit Plan and/or the Form Long-Term Performance Agreement, all of which do not increase the financial obligations or liability of JEA under the Long-Term Performance Unit Plan and/or the Form Long-Term Performance Agreement, and (iv) take, or cause to be taken, any and all action and to prepare, execute and deliver, or cause to be prepared, executed and delivered, any and all documents that the CEO or his designee deems necessary or advisable to carry out the intent of this resolution.
2. The Chair of the Compensation Committee of the Board be, and hereby is, appointed as the Administrator of the Long-Term Performance Unit Plan with full power and authority to administer the Long-Term Performance Unit Plan in accordance with the terms



therewith.

3. The 2019 Redemption Price Schedule under the Long-Term Performance Unit Plan for the Performance Units to be purchased by Participants in January 2020 attached hereto as Exhibit 2 is hereby approved.
4. This resolution shall be effective immediately upon its adoption.

Dated this 23rd day of July 2019.

JEA

By: _____
April Green, Chair

Secretary

Form Approved:

Office of General Counsel

RESOLUTION 2019-10 EXHIBIT 1

The Long-Term Performance Plan Summary

RESOLUTION 2019-10 EXHIBIT 1

Long-Term Performance Plan Summary

Overview	<p>Subject to the satisfaction of the conditions described below, each eligible employee may purchase a specified number of performance units from JEA on January 15th of each year. Eligible employees will be notified in and will execute the Long-Term Performance Unit Plan Agreement in Q4 of calendar year 2019 that they may purchase performance units and the first purchase date will be January 15, 2020.</p> <p>Each performance unit represents a potential right to receive a cash payment equal to the redemption price (as described below) for such unit.</p>
Documentation	<p>All eligible employees will be subject to a plan and will be required to sign an agreement with JEA.</p>
Eligible Employees	<p>All (i) full-time employees who are actively employed with JEA for at least three months prior to the purchase date and (ii) full-time attorneys from the Office of the General Counsel of the City of Jacksonville who are dedicated exclusively to JEA for at least three months prior to the purchase date are eligible to purchase performance units.</p> <p>Any exceptions to the above must be recommended by JEA's CEO and approved by the administrator (as described below).</p>
Pool	<p>A total of 100,000 performance units are available for purchase under the plan.</p>
Purchase Price Payment	<p>Each performance unit will have a purchase price of \$10.00.</p> <p>To pay the purchase price, an eligible employee will elect to defer a portion of his or her pay equal to the aggregate purchase price for the performance units.</p> <p>Each eligible employee may elect to defer his or her pay in a lump sum or equal installments during the payroll periods as selected by such employee and such employee's pay will be deferred at such time as such pay would otherwise have been paid but not for the deferral election.</p> <p>An eligible employee will elect to defer in the calendar year prior to the year in which the compensation is earned.</p>
Performance Period	<p>Each performance period will be a three-year period that is used to calculate the redemption price (if a Recapitalization Event occurs, the performance period will be truncated and will end on the closing date of such Recapitalization Event).</p>

<p>Redemption Price</p>	<p>An eligible employee will receive a cash payment equal to the redemption price for each performance unit that such employee purchases. The redemption price will include the purchase price paid by an eligible employee for such unit.</p> <p>The redemption price will increase by \$100.00 per performance unit for each Value Change Percentage increase of 1% in excess of the “Challenge Value Target” and will decrease by \$0.50 per performance unit for each “Value Change Percentage” decrease of 1% below the Threshold Value Target, but the redemption price will not be less than \$0.00 per performance unit.</p> <ul style="list-style-type: none"> • The “Challenge Value Target” will be 110% for the first performance period and the “Threshold Value Target” will be 90% for the first performance period. • The “Value Change Percentage” means a percentage equal to the “Current Year Value” divided by the “Base Year Value.” • “Current Year Value” means, with respect to each performance period, the sum of (i) JEA’s Net Position, as shown on JEA’s audited financial statements for such performance period, (ii) the aggregate consideration paid, distributed, credited or otherwise provided to the City of Jacksonville whether in cash or in-kind (excluding any public service taxes or franchise fees) during the 12-month period prior to the end of the performance period, and (iii) the aggregate consideration (including refunds, rebates and distributions) paid, distributed, credited or otherwise provided to JEA’s customers during the 12-month period prior to the end of the performance period. Any consideration and change in Net Position, as applicable, in connection with the Recapitalization Event will be taken into account for purposes of calculating the amounts in (i) – (iii). • For the first performance period, “Base Year Value” is the amount equal to the Current Year Value for fiscal year 2019 as reflected on JEA’s audited financial statements when available. <p>JEA’s Chief Financial Officer will calculate the redemption price.</p> <p>The administrator will certify the redemption price as soon as practicable following the completion of JEA’s audit for the applicable performance period, but in no event later than 30 days thereafter (or, if a Recapitalization Event occurs, no later than 30 days following the closing date of such Recapitalization Event).</p>
--------------------------------	---

<p>Payments and Vesting Generally</p>	<p>The performance units will vest on the earlier to occur of (i) the first anniversary of the last day of the performance period and (ii) the date on which a Recapitalization Event occurs (the "Vesting Date"). Except as otherwise described herein, an eligible employee must be employed on the Vesting Date for the performance units to vest.</p> <p>Payments will be paid to an eligible employee no later than 30 days after the redemption price has been certified by the administrator as described above.</p>
<p>Termination of Employment</p>	<p>If an eligible employee experiences an involuntary termination of employment (as described below) prior to the applicable Vesting Date, such employee will receive a payment in respect of all of his performance units. Any amounts payable to a terminated eligible employee in respect of his performance units will be paid to such employee at the same time as the amounts would have been paid had there been no termination of employment.</p> <p>An involuntary termination means a termination of employment by JEA without cause or due to the eligible employee's death or disability.</p> <p>An eligible employee will forfeit his performance units and aggregate purchase price on a termination of employment that is not involuntary.</p>
<p>Retirement Eligible Employees</p>	<p>If an eligible employee becomes a retirement eligible employee (as described below) and retires, in each case, prior to the applicable Vesting Date, such employee's performance units will vest on the applicable Vesting Date.</p> <p>An eligible employee is retirement eligible if such employee has attained one of the retirement milestones as described in the General Employees Retirement Plan.</p>
<p>Recapitalization Event</p>	<p>"Recapitalization Event" means the closing and funding of a transaction or a series of related transactions in accordance with Article 21 of the Charter of the City of Jacksonville and any other applicable law that results in either (i) unencumbered cash proceeds to the City of Jacksonville of at least Three Billion Dollars (\$3,000,000,000) or (ii) at least 50% of the net depreciated property, plant and equipment value of either JEA's electric system or JEA's water and wastewater system being transferred, assigned, sold or otherwise disposed of.</p>
<p>Conditions to Receipt</p>	<p>An eligible employee will receive the cash payment in respect of his performance units if: (i) he executes an agreement; (ii) the employee is continuously employment with JEA (except as set forth above); (iii) the employee executes and does not revoke a release of claims in favor of JEA and the City of Jacksonville; (iv) the employee complies with the covenants set forth below; and (v) the conditions in Section 215.425(3), Florida Statutes are satisfied.</p>

Employee Covenants	<p>Each eligible employee must (i) devote his best efforts to faithfully discharge his duties on behalf of JEA and not take any action that would be contrary to the best interests of JEA, (ii) not disclose confidential JEA information (except as required by applicable law or to perform his job duties) or (iii) not make any unauthorized public statements about, among others, JEA and government officials of the City of Jacksonville.</p> <p>If an eligible employee breaches or threatens to breach these covenants, such employee will forfeit his unvested performance units and JEA will not pay to such employee any amount in respect of his performance units (including any purchase price paid by such employee for the performance units) and/or such employee will promptly repay all or any portion of the cash payment previously paid to him in respect of his performance units, as applicable.</p>
Administrator	<p>The Chair of the Compensation Committee will be the administrator.</p>
Miscellaneous	<p>Any payments made to an eligible employee will be paid less applicable withholding taxes.</p> <p>The plan and agreements will be subject to Sections 409A and 457(f) of the Internal Revenue Code (the "Code") and will be construed and interpreted accordingly.</p> <p>The agreements will be governed by the laws of the State of Florida and subject to arbitration in Duval County in the State of Florida.</p> <p>If or as required, JEA will collectively bargain the plan and applicable agreements with unions representing covered bargaining unit employees of JEA.</p> <p>If any payments under the plan or an agreement to an eligible employee are subject to any excise tax, interest or penalties under the Code (the "Penalties"), JEA will pay to such employee an amount equal to the full amount of the Penalties. JEA will not pay to an eligible employee any amount in respect of Penalties caused by such employee's breach of his or her agreement or such employee's failure to comply with applicable law.</p>

RESOLUTION 2019-10 EXHIBIT 2

2019 Redemption Price Schedule under the Long-Term Performance Unit Plan

RESOLUTION 2019-10 EXHIBIT 2

Long-Term Performance Unit Plan – 2019 Redemption Price Schedule

SCHEDULE A 2019 REDEMPTION PRICE SCHEDULE

The Redemption Price shall increase by \$100.00 per Performance Unit for each Value Change Percentage increase of 1.00% in excess of the Challenge Value Target and shall decrease by \$0.50 per Performance Unit for each Value Change Percentage decrease of 1.00% below the Threshold Value Target, but in no event shall the Redemption Price per Performance Unit be less than \$0.00.

For purposes of this Schedule A, the following defined terms shall mean:

(a) “Base Year Value” means \$[AMOUNT].¹

(b) “Challenge Value Target” means 110%.

(c) “Current Year Value” means, with respect to each Performance Period, the sum of (i) JEA’s Net Position, as shown on JEA’s audited financial statements for such Performance Period, (ii) the aggregate consideration paid, distributed, credited or otherwise provided to the City of Jacksonville whether in cash or in-kind (excluding any public service taxes or franchise fees) during the twelve (12)-month period prior to the end of the Performance Period, and (iii) the aggregate consideration (including refunds, rebates and distributions) paid, distributed, credited or otherwise provided to the customers of the JEA Group during the twelve (12)-month period prior to the end of the Performance Period. For the avoidance of doubt, for purposes of calculating the amounts in clauses (a), (b) and (c), any consideration and change in Net Position, as applicable, in connection with the Recapitalization Event shall be taken into account.

(d) “Value Change Percentage” means a percentage equal to the Current Year Value divided by the Base Year Value.

(e) “Threshold Value Target” means 100%.

Any amounts paid, distributed, credited or otherwise provided in a form other than cash shall be valued at the value ascribed to them in the documents governing, or if none, then at their fair market value as determined by the Administrator in its sole discretion.

¹ For 2019, this amount will be equal to the Current Year Value for fiscal year 2019 as reflected on the audited financial statements when available.

THIS LONG-TERM PERFORMANCE UNIT AGREEMENT (this "Agreement") is made effective as of the [] day of [], 2019, by and between JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City of Jacksonville ("JEA"), and [] (the "Participant").

RECITALS:

WHEREAS, all Employees perform valuable services for the customers and citizens they serve;

WHEREAS, JEA provides a work environment which emphasizes safety and a positive culture;

WHEREAS, JEA operates in a rapidly evolving business climate to provide energy, water and wastewater utility services;

WHEREAS, JEA desires to recognize the past and continued service of its Employees;

WHEREAS, JEA desires to have long-term incentives, in accordance with its total compensation philosophy approved by the Board in January 2019 and the compensation framework approved by the Board in June 2019, that motivates Employees to drive the customer, community and environmental value of JEA;

WHEREAS, in recognition of the Participant obtaining performance standards that shall be individually determined and evaluated based on the Participant's proportionate contribution to JEA, JEA desires to allow the Participant, and Participant desires, to participate in JEA's Long-Term Performance Unit Plan (the "Plan") on the terms and conditions set forth herein; and

WHEREAS, except as otherwise recommended by JEA's Chief Executive Officer and approved by the Administrator, all Employees are eligible to participate in the Plan.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, JEA and the Participant agree as follows:

1. Certain Definitions; Incorporation by Reference. Capitalized terms used herein but not defined shall have the meanings given to such terms in the Plan. The terms of the Plan are hereby incorporated by reference.

2. Deferral Election. Pursuant to the terms of the Plan, the Participant hereby elects to defer the amount of his or her pay as set forth on Schedule I attached hereto in accordance with this Agreement, which shall be used to purchase the number of Performance Units set forth on Schedule I attached hereto. The Participant's pay shall be deferred in a lump sum or equal installments during the payroll periods as selected by the Participant in the foregoing sentence and the Participant's pay-for-performance pay shall be deferred at the time such pay would have otherwise been paid but for the Deferral Election. The Participant acknowledges and agrees that (a) he or she has read and understands the terms of the Plan and this Agreement and agrees to all of its terms and conditions, (b) any amounts that Participant defers hereunder are unfunded and

[ID NUMBER]



JEA0022

unsecured and subject to the claims of JEA's creditors in the event of JEA's insolvency, (c) the Participant may consult with his or her own tax advisor regarding the tax consequences of participating in the Plan and making this election and (d) the Participant may forfeit the entire amount of the Purchase Price with no consideration.

3. Payment of Redemption Price. The Performance Units shall vest in accordance with the terms of the Plan and JEA shall pay to the Participant a cash lump sum equal to the product of the number of vested Performance Units multiplied by the Redemption Price per Performance Unit in accordance with the terms of the Plan. For the avoidance of doubt, in no event shall the Participant be entitled to receive any amounts in excess of the value of the Redemption Price per Performance Unit (other than salary and other compensation (including any retention arrangements) approved by the Board in the normal course) under this Agreement.

4. Conditions to Receipt of the Performance Units. The Participant's right to retain the Performance Units and receive payment of the Redemption Price per Performance Unit is conditioned on his or her execution of this Agreement (including the completion and execution of Schedule 1 attached hereto) and all of the following: (a) the Participant's continuous employment with any member of the JEA Group through the Vesting Date (except as set forth in the Plan); (b) the Participant's execution and non-revocation of a release of claims in favor of the JEA Group in a form reasonably satisfactory to JEA; and (c) the Participant's compliance with the covenants set forth in Section 5 of this Agreement. If the Participant breaches or threatens to breach any of the covenants in Section 5, the Participant shall forfeit any Performance Units that have not vested in accordance with Section 5(d) or Section 5(f) of the Plan (except JEA shall refund to Participant the aggregate Purchase Price of such Performance Units).

5. Covenants. The Participant shall comply with the following covenants:

THIS SECTION 5 IS NOT INTENDED TO USURP THE PARTICIPANT'S RIGHTS, DUTIES OR RESPONSIBILITIES AS A CITIZEN OF THE STATE OF FLORIDA; HOWEVER, THIS SECTION 5 IS INCLUDED TO ENSURE THAT JEA AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES COMPLY WITH ITS AND THEIR CONFIDENTIALITY OBLIGATIONS UNDER APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, LAWS GOVERNING THE DISCLOSURE OF MATERIAL NON-PUBLIC OR CONFIDENTIAL INFORMATION.

(a) Cooperation. The Participant shall throughout the Performance Period: (i) devote best efforts to faithfully discharge his or her duties, obligations and responsibilities on behalf of the JEA Group as those duties, obligations and responsibilities have been performed in the past or as may be subsequently modified in writing by JEA and the Participant, (ii) provide full support and cooperation in the best interests of the JEA Group and (iii) take no action that would be considered contrary to the best interests of the JEA Group..

(b) Confidentiality.

(i) Protection of Information. The Participant acknowledges and agrees that the confidentiality provision contained in this Section 5(b) is essential to protect JEA's goodwill, the value of JEA's business and assets and the investor relations that JEA has

expended significant resources to develop. Subject to applicable limitations of Chapter 119 and Section 215.425(5), Florida Statutes, the Participant shall keep confidential the Plan and this Agreement and their respective terms; provided that the Participant may provide the Plan and this Agreement on a confidential basis to his or her legal counsel, accountant, and/or tax advisor. In addition, at all times during the Participant's relationship with the JEA Group and thereafter, the Participant agrees to hold in strictest confidence and not disclose Confidential Information to any individual, corporation, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof, without prior written authorization from JEA, and not to use Confidential Information, except to perform the Participant's obligations to the JEA Group, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of the Participant's or of others who were under confidentiality obligations as to the item or items involved. The Participant further agrees not to make any copies of Confidential Information, except as authorized in writing in advance by JEA.

(ii) *Definitions.* For purposes of this Agreement, "Confidential Information" means information not generally known or available outside the JEA Group and information entrusted to the JEA Group in confidence by third parties, including, without limitation, all technical data, trade secrets, know-how, research, product or service ideas or plans, software code and designs, developments, processes, formulas, techniques, biological materials, mask works, designs and drawings, hardware configuration information, information relating to employees and other service providers of the JEA Group (including, but not limited to, their names, contact information, jobs, compensation and expertise), information relating to suppliers and customers, information relating to lenders, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information. Notwithstanding the foregoing, the JEA Group recognizes the applicability of Chapter 119, Florida Statutes.

(iii) *Confidential Disclosure in Reporting Violations of Law or in Court Filings.* The Participant acknowledges and JEA agrees that the Participant may disclose Confidential Information in confidence directly or indirectly to federal, state, or local government officials, including, but not limited, to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. The Participant may also disclose Confidential Information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of Confidential Information that are expressly allowed by 18 U.S.C. § 1833(b).

6. **Entire Agreement; Modification.** This Agreement (including the Plan which is incorporated herein by reference) contains the entire understanding and agreement between the parties relating to the Performance Units and supersedes and replaces all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, by or among the parties with respect thereto (none of which remain of any force or effect). This Agreement, including this Section 6, may be modified only by agreement in writing signed by both JEA and the Participant.

7. **Counterparts.** This Agreement may be executed in two or more counterparts (including via facsimile or .pdf file), each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

8. **Waiver.** Any failure of the Participant to comply with any of his or her obligations under the Plan and/or this Agreement may be waived only in writing signed by JEA's Vice President of Human Resources (or his or her delegate). Any failure of JEA to comply with any of its obligations under the Plan and/or this Agreement may be waived only in writing signed by the Participant. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Agreement shall constitute a continuing waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.

9. **Right to Seek Counsel.** The Participant acknowledges that the Participant has the right to review this Agreement with legal, financial, and/or tax advisors of the Participant's choosing before signing it and that he or she was encouraged and advised to consult with such advisors prior to signing it.

10. **Non-Appropriation.** The Participant acknowledges that, so long as and to the extent such limitations are applicable, payments made by JEA pursuant to the Plan and this Agreement after the fiscal year following the year in which this Agreement is signed shall be contingent upon the existence of lawfully appropriated annual funds.

11. **Section Headings.** The section headings are included for convenience and are not intended to limit or affect the interpretation of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below.

JEA

By _____

Name: [●]

Title: [●]

PARTICIPANT

Name: [●]

[Signature Page to Long-Term Performance Unit Agreement]

[ID NUMBER]

JEA0026

SCHEDULE I

Purchase of Performance Units and Deferral Election

Please complete the following in order to purchase Performance Units under the JEA Long-Term Performance Unit Plan and this Agreement:

Participant Last Name: [•]

Participant First Name: [•]

No. of Performance Units Available for Purchase
(the "Available Performance Units"): [•]

Purchase Price per Performance Unit: \$10.00

No. of Performance Units Participant Purchases:
(capped at the number of Available Performance Units): _____

Aggregate Purchase Price:

(\$10.00 x No. of Performance Units Participant Purchases) _____

I hereby elect to pay the Aggregate Purchase Price by deferring my pay as follows:

A. I hereby elect to defer \$ _____ of my pay for services to be rendered in
[YEAR] in (check one):

Lump sum from pay to be paid during the payroll period on [DATE] _____

Equal installments from pay to be paid over the next [TWO] pay periods
commencing with the payroll period on [DATE] _____

NAME

SIGNATURE

DATE

Based on 2016-2018 Book Value

Combined

Year

Cumulative units outstanding

Target Pool

\$ 10,000,000 \$ 10,000,000 \$ 10,000,000

Value based on book value

Performance Unit Value

Book Value

Total Performance Units

City Contribution

Distribution based on City Contribution

Distribution per share

\$ 4.52 \$ 4.05 \$ 4.08

Total Distributions per share

Yield per share

Share Value

\$ 4.52 \$ 4.05 \$ 4.08

0.0000035%

Dividend per share is a % of the city contribution

1,133,340

115.00

3.55%

115.00

Example of a \$10,000 annual grants

Initial award

Shares granted

Total Holdings

Annual cash distributions

Value of holdings

Total Value of Grants

Total Value Received

\$ 10,000 \$ 10,000 \$ 10,000

452 \$ 773 \$ 1,133

10,000 21,025 31,930

10,000 \$ 20,000 \$ 30,000

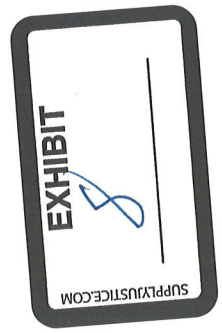
10,452 \$ 22,250 \$ 34,289

Total Pre-tax Return

Annual CAGR Calcs

4.52% 11.25% 14.30%

4.52% 5.48% 4.55%



Based on 2016-2018 Book Value

Year	2016	2017	2018
Cumulative units outstanding	100,000	186,526.72	269,940
Target Pool	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
% Electric	40.86%	47.23%	48.99%
% Water	59.14%	52.77%	51.01%

Value based on book value			
Performance Unit Value	\$ 100.00	\$ 115.57	\$ 119.88
Book Value	\$ 971,310,000	\$ 1,122,555,000	\$ 1,164,450,000
Total Performance Units	9,713,100	9,713,100	9,713,100
City Contribution	103,720,000	92,271,000	91,472,000
Distribution based on City Contribution*	363,020	602,385	864,219
Distribution per share	\$ 3.63	\$ 3.23	\$ 3.20

0.0000035%

Total Distributions per share	\$ 3.63	\$ 3.23	\$ 3.20
Yield per share	3.63%	2.79%	2.67%
Share Value	\$ 100.00	\$ 115.57	\$ 119.88

Example of a \$10,000 annual grants

Initial award	\$ 4,086	\$ 4,723	\$ 4,899
Shares granted	41	41	41
Total Holdings	41	82	123
Annual cash distributions	\$ 148	\$ 264	\$ 392
Value of holdings	4,086	9,445	14,697
Total Value of Grants	\$ 4,086	\$ 8,809	\$ 13,708
Total Value Received	\$ 4,235	\$ 9,858	\$ 15,502

Total Pre-tax Return	3.63%	11.90%	13.08%
Annual CAGR Calcs	3.63%	5.78%	4.18%

*Dividend per share is a % of the city contribution

Based on 2016-2018 Book Value

Year	2016	2017	2018
Cumulative units outstanding	100,000	193,317.78	281,674
Target Pool	\$ 10,000,000	\$ 10,000,000	\$ 10,000,000
% Electric	40.86%	47.23%	48.99%
% Water	59.14%	52.77%	51.01%

Value based on book value			
Performance Unit Value	\$ 100.00	\$ 107.16	\$ 113.18
Book Value	\$ 1,405,615,000	\$ 1,506,267,000	\$ 1,590,859,000
Total Performance Units	14,056,150	14,056,150	14,056,150
City Contribution	25,467,000	23,552,000	25,148,000
Distribution based on City Contribution	89,135	159,356	247,923
Distribution per share	\$ 0.89	\$ 0.82	\$ 0.88

0.0000035%

Total Distributions per share	\$ 0.89	\$ 0.82	\$ 0.88
Yield per share	0.89%	0.77%	0.78%
Share Value	\$ 100.00	\$ 107.16	\$ 113.18

Example of a \$10,000 annual grants

Initial award	\$ 5,914	\$ 5,277	\$ 5,101
Shares granted	59	49	45
Total Holdings	59	108	153
Annual cash distributions	\$ 53	\$ 89	\$ 135
Value of holdings	5,914	11,614	17,368
Total Value of Grants	\$ 5,914	\$ 11,191	\$ 16,292
Total Value Received	\$ 5,966	\$ 11,756	\$ 17,645

Total Pre-tax Return	0.89%	5.05%	8.30%
Annual CAGR Calcs	0.89%	2.50%	2.69%

Slide 1 - proposed amounts from WTW

Group	LTI %
Group	% of Salary
Executive	40%
Director	5%
Manager	3%
Individual Contributor	3%
Bargaining Units	1%

--> to grades

Group	# Employees	LTI %
Executive	15	40%
PG K	20	5%
PG J	44	5%
PG I	156	3%
PG H	72	3%
PG G	69	3%
PG F	31	3%
PG E	11	3%
CBUs	1562	1%
TOTAL	1980	

Slide 2 - performance unit plan

Definition of what a Performance Unit Plan is and purpose

Slide 3 - Performance measure and value

Performance Unit value is tied to Net Book Value for prior FY

Circuit Breaker and Performance Measure - Profit measures common in 64% of plans

EBITDA or Operating Income (Absolute values)

* EBITDA/OI as % of revenue (EBITDA Margin)

EBITDA = 18%, OI = 7%

source: Aon

360609	386699	382434	366486	375505
390675	494478	463510	430147	415099
751284	881177	845944	796633	790604
-14.7%	4.2%	6.2%	0.8%	

Slide 4 - sample grants (# shares)

Group/average salary/# units/grant value

Day 1 of plan - unit = \$100

Group	Average Salary	# Units	Grant Value
Executive	\$269,683	1079	\$107,873.20
PG K	\$158,488	80	\$7,924.40
PG J	\$139,378	70	\$6,968.90
PG I	\$111,129	34	\$3,333.87
PG H	\$95,378	29	\$2,861.34
PG G	\$81,951	25	\$2,458.53
PG F	\$68,728	21	\$2,061.84
PG E	\$54,971	17	\$1,649.13
CBUs	\$73,716	8	\$737.16

Rounded up to first whole unit
do we round the units up?

Slide 5 - 3 year cycle - value creation and accrual

	FY20	FY21	FY22
Target Pool	\$4,231,287.00	\$4,358,225.61	\$4,488,972.38
Net Book Value	\$2,850,000,000	\$2,975,000,000	\$3,125,000,000
Performance Unit Value	\$100	\$104.4	\$109.43
Total Units Outstanding	42313	84064	125086

\$125,000,000 \$150,000,000

*Target pool assumes 3% in salary increases/year

*hypothetical book values

1% increase in book value = \$5 added

Slide 6 - Performance Measures + Thresholds

EBITDA (operating income + depr + amort)

EBITDA Margin

What has historical value been? What is forecast?

How does that translate to threshold, target, and above target?

Slide 7 - Hypothetical Pay out

50/100/150 as percent of PU price

Based on executive and director

Employee Salary	number of units	Value of Unit (End of 3-Year Cycle)	Net EBITDA Change (End of 3-Year Cycle)	Total Payout
\$300,000	1200	\$109	2.50%	\$ 65,400.00
			5.00%	\$ 130,800.00
			7.50%	\$ 196,200.00
\$150,000	75	\$109	2.50%	\$ 4,087.50
			5.00%	\$ 8,175.00
			7.50%	\$ 12,262.50
\$115,000	35	\$109	2.50%	\$ 1,907.50
			5.00%	\$ 3,815.00
			7.50%	\$ 5,722.50



\$70,000	7	\$109	2.50%	\$	381.50
			5.00%	\$	763.00
			7.50%	\$	1,144.50