



as agent for

JEA



Building Community®

Request for Proposals

to Develop Solar and Energy Storage Resources

Table of Contents

PART 1. INTRODUCTION	4
1.1 COMPANY BACKGROUND	4
1.2 PURPOSE OF RFP	4
1.3 RFP CONTENTS	5
PART 2. PROJECT DETAILS	5
2.1 RECS.....	7
PART 3. ELIGIBLE PROPOSALS	7
PART 4. PROPOSAL REQUIREMENTS AND SUBMISSION PROCEDURE.....	7
4.1 GENERAL	7
4.2 PROPOSAL DOCUMENTS.....	7
4.3 APPLICABLE REQUIREMENTS TO PROPOSALS	7
4.4 CREDIT REQUIREMENTS	8
4.5 COST OF RESPONDING	9
4.6 DISCLAIMER	9
4.7 RESPONDENT’S REPRESENTATION	9
4.8 REQUIRED APPROVALS	9
4.9 PROPOSAL SUBMITTAL	9
4.10 CLARIFICATIONS.....	10
4.11 WITHDRAWAL OF PROPOSAL.....	10
4.12 CONFIDENTIALITY AND COMPLIANCE	10
4.13 COLLUSION & CONFLICTS	11
PART 5. PROPOSAL FORMAT AND CONTENTS.....	11
5.1 EXECUTIVE SUMMARY	11
5.2 PROPOSAL FORMS	12
5.3 SUPPLEMENTAL INFORMATION.....	12
PART 6. RFP PROCESS COMMUNICATION	13
6.1 THE ENERGY AUTHORITY PROJECT PORTAL.....	13
6.2 RESPONSES TO INQUIRIES.....	13
6.3 SCHEDULE	13
6.4 NOTICE OF INTENT TO RESPOND.....	14
6.5 OWNERSHIP OF PROPOSAL DOCUMENTS.....	15
6.6 JEA RESERVATION OF RIGHTS AND DISCLAIMERS	15
PART 7. PROPOSAL EVALUATION AND CRITERIA.....	16
7.1 EVALUATION OF PROPOSALS	16
7.1.1. PHASE ONE EVALUATION.....	16
7.1.2. PHASE TWO EVALUATION.....	18
7.2 CONTRACTUAL CONSIDERATIONS	18
7.2.1 INSURANCE	18
7.2.2 COMMERCIAL TERMS AND CONDITIONS.....	18
7.3 AWARD.....	18

Proposal Forms

Attachment A – Notification of Intent to Respond Form

Attachment B – Completed Offer Form (spreadsheet)

Attachment C – JEA Conflict of Interest Disclosure Form

Supplemental A – Miller Parcel shapefiles

Supplemental B – Peterson Parcel shapefiles

Supplemental C – Forest Trail shapefiles

Supplemental D – Westlake shapefiles

Supplemental E – Miller Tract trail map

Supplemental F – Peterson Tract trail map

All proposal forms are available on the TEA Project Portal (<https://teamarketplace.azurewebsites.net/>)

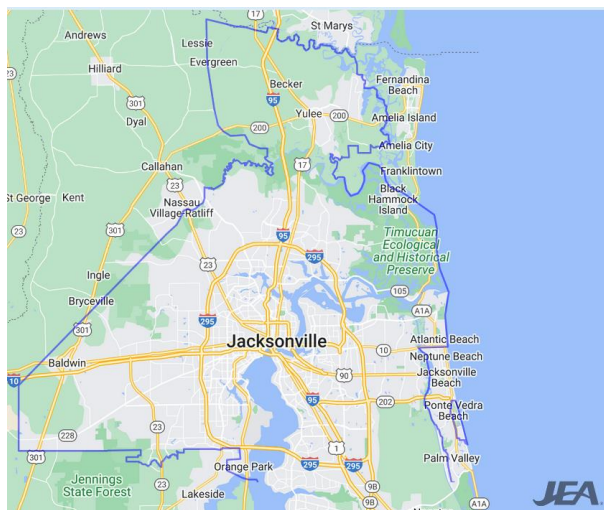
PART 1. INTRODUCTION

1.1 COMPANY BACKGROUND

JEA is an electric, water, and sewer utility serving approximately 478,000 residents of Jacksonville and the surrounding communities of Northeast Florida. JEA is dedicated to providing reliable services at the best value to its customers, while ensuring its area's natural resources are protected. JEA is also dedicated to supplying its members with reliable, cost-effective, long-term energy and energy services in a fiscally responsible and environmentally sensitive manner.

JEA owns and operates four generating plants, and all transmission and distribution facilities, including over 745 circuit miles of transmission lines and more than 7,268 miles of distribution lines. It has roughly 3,000 MW of cumulative generation capacity, with an energy mix that is roughly two-thirds natural gas, and the remaining one-third consisting of a mix of coal, petcoke, and solar.

Figure 1: JEA Approximate Service Territory Map



1.2 PURPOSE OF RFP

Although Florida does not have a state Renewable Portfolio Standard (RPS), JEA purchases energy from several solar sites across the service territory, ranging from 1 to 12MW in size. JEA is soliciting turnkey solutions to develop four parcels of JEA-owned land to increase its solar and energy storage (i.e. battery energy storage system or BESS) resources. The land will be provided by JEA, and the Respondent will be required to satisfy all other requirements related to project development. JEA is seeking for full attribute, solar, and/or solar + storage resource power purchase agreements (PPA) with a commercial operation date (COD) in 2026. Each parcel must be developed to its maximum generation potential with sites greater than 50MW and not to exceed 74.9MW AC. Key tenets of project consideration are project viability and price.

Parcel shapefiles are available on the TEA Project Portal (<https://teamarketplace.azurewebsites.net/>).

1.3 RFP CONTENTS

As a trusted Public Power affiliate, The Energy Authority (TEA) is the acting facilitator of this Request for Proposals (RFP).

This RFP includes a description of the request, an outline of the solicitation process, relevant dates, contact information, and proposal submission requirements. All proposals submitted in response to this RFP must be submitted to JEARFP@teainc.org.

Respondents to this RFP (Respondent) must follow the instructions provided herein, in the preparation and submittal of their Proposals.

PART 2. PROJECT DETAILS

Detailed Requirements	2026 Solar and/or Storage Energy RFP
MW/MWh	Up to four parcels, with sites between 50MW and 74.9MW AC on each parcel
PPA and/or Design, Build, Transfer	Up to 25-year PPA with no escalator or Design, build, transfer: proposer will design, construct, and commission facilities before transferring ownership to JEA. Respondent will provide initial O&M contract and site operations plan, with the option to renew after 5 years
Buyout	A buyout option (upon completion of construction or conclusion of PPA) must be included in proposals
Decommissioning	If a PPA is proposed, decommissioning and restoration plan upon conclusion of PPA should be included. Plan to account for equipment removal and restoration of parcels to substantially same condition they were in the effective date of the lease.
Resource type (Solar, Wind, Storage)	Solar, Solar + Storage
Pricing Structure	PPA prices must be quoted as follows: Solar Only in \$/MWh; Solar + Storage in \$/MWh for solar and \$/kW-mo for BESS. Design, Build, Transfer prices must be quoted as fixed price in nominal dollars.
Delivery/ In-service date	No later than September 30, 2026
Product type (energy, cap, REC's)	Energy, Capacity, & Bundled REC's
Delivery location preferences	Point of Interconnection shall be via a JEA-owned 230kV OH transmission line that will terminate on a JEA owned transmission structure at the edge of the developer owned GSU substation
Characterization of interconnection	Forest Trail Tract: tie in with 230 kV line Miller Tract: tie in with 230 kV line Peterson Tract: tie in with 230 kV line

JEA – Request for Proposals

Interconnection requirements	Respondent will identify 10 acres of uplands (contiguous site approximately 680' x 640') for each 74.9MW block for JEA-owned interconnecting switchyard near existing transmission right of way. Respondent can locate their own substation near/adjacent to JEA's equipment for project needs
Interconnection responsibilities	Respondent will be responsible for securing interconnection agreement. JEA will be responsible for utility side interconnection costs. Respondents must include use of Jacksonville Small & Emerging Businesses in site activities (http://www.coj.net/departments/jacksonville-small-emerging-business.aspx)
Considerations for future utility expansion	For Solar only proposals, incorporate set-aside for future siting of energy storage system, including interconnecting facilities
Environmental considerations	All Projects must account for potential construction of nature trails on Miller and Peterson tracts, in coordination with JEA and appropriate agencies. Maps will be provided showing proposed location.
Site security	A buffer to shield the facility from view with a depth of at least 15 feet, consisting of existing and/or substitution of acceptable vegetation should be included Facility must be secured around the perimeter Facility must be accessible at all times for emergency access
Other design requirements	Project must comply with: <ul style="list-style-type: none"> - All applicable FERC orders - NERC reliability standards - JEA Procedures for Generator Interconnection to Transmission System as available on JEA's OASIS site (http://www.oasis.oati.com/JEA/index.html) - Applicable FRCC procedures for new generator interconnection - Industry best practices and recommendations such as NERC Alerts, NERC Guidelines, and NERC Recommendations as applicable to Inverter Based Resources - All Bulk Electric System requirements as defined by NERC BES Reference Document (link provided)
Permitting & Environmental	Respondent will be responsible for timely obtaining all local, state, and federal permits and other authorizations necessary to complete their work. Further, Respondent will also be responsible for compliance with all local, state, and federal permits, ordinances, rules and laws, and JEA lease. Respondent shall assist JEA in developing a wetland mitigation plan for any wetland impacts and JEA shall obtain, and pay for, the wetland mitigation. Respondent will not contact any regulatory agency

	<p>without prior approval of JEA, unless otherwise stated by JEA during the course of the work.</p> <p>The parcel shapefiles located on the TEA Project Portal (https://teamarketplace.azurewebsites.net/) and other publicly available resources should be used for site assessments.</p>
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2.1 RECS

JEA is committed to environmental stewardship by offering its members and customers qualifying RECs. The full attributes of the renewable project(s) must pass through to JEA.

PART 3. ELIGIBLE PROPOSALS

Proposals to sell energy, capacity, ancillary, and all renewable attributes under a PPA are eligible for consideration under this RFP.

Respondents may submit Proposals for the development of one or more tracts of land. All Proposals should include costs associated with interconnection.

PART 4. PROPOSAL REQUIREMENTS AND SUBMISSION PROCEDURE

4.1 GENERAL

All Proposals must satisfy eligibility requirements set forth in the RFP and be submitted in accordance with the instructions of this RFP to be considered for evaluation.

4.2 PROPOSAL DOCUMENTS

Within this RFP, “Proposal Documents” include all documents attached to this RFP, other appended or related data; these may be amended or supplemented from time to time. The Proposal Documents are complementary, and the Respondent must consider anything specified by one and not by the others as binding as though specified by all. In the case of a conflict between the various documents and any supplemental information, the stricter interpretation, as determined by JEA, will govern.

4.3 APPLICABLE REQUIREMENTS TO PROPOSALS

The following requirements apply to all Proposals. Additional requirements are included in subsequent sections of this Part 4.

- Proposals and pricing must be provided for a target Project in-service date according to Section 6.3. Respondent must identify the schedule milestones required from JEA and regulatory processes to facilitate the quoted Project in-service date.
- Proposals and pricing must remain valid and binding for at least 90 days following offer submission, with the date of expiration explicitly stated in the Proposal.
- All prices in the Proposal and pricing forms must be quoted in U.S. dollars in the year to be occurred.
- Proposals must provide firm pricing for the delivery of energy at the Project interconnection location.
- Proposals must comply with all applicable federal, state, and local laws and regulations.
- PPA Proposals must specify term length or term options if applicable.
- Offered FTM resources must be interconnected to a system located within the FRCC Interconnection service area.
- Proposals must outline considerations associated with potential economic and reliability curtailments as directed by JEA.
- Proposals shall be evaluated according to the following criteria:

Phase 1:

- | | |
|---|-------------|
| ○ Project economics | (15 points) |
| ○ Respondent experience | (10 points) |
| ○ Respondent credit quality/finances | (5 points) |
| ○ Permitting experience | (5 points) |
| ○ Procurement and supply chain | (5 points) |
| ○ Expected project annual energy output | (5 points) |
| ○ Environmental | (5 points) |

Phase 2:

- | | |
|--------------------------------------|-------------|
| ○ Acceptance of JEA commercial terms | (30 points) |
| ○ Project viability | (10 points) |
| ○ Final price | (10 points) |

4.4 CREDIT REQUIREMENTS

The Respondent must be able to satisfy JEA's credit standards to ensure the Respondent has adequate financial capability. JEA requires qualified Respondents to possess either an investment grade long-term, senior unsecured debt rating (S&P / Fitch BBB- or above; Moody's Baa3 or above) or sufficient equity security to cover their anticipated delivery obligations under any Agreement, as defined below, entered into as a result of this RFP process. If the Respondent is unable to satisfy the foregoing credit standards, they may designate a Credit Support Provider/Guarantor, and if the Credit Support Provider/Guarantor is satisfactory to JEA, the Respondent will be deemed to have satisfied JEA credit standards. The quality of credit of the proposed Credit Support Provider/Guarantor will be evaluated under the same standards as that of the Respondent.

Execution of an Agreement under this RFP is conditional upon full satisfaction of any JEA credit support requirements. JEA reserves the right to require additional credit standards and to review and evaluate the quality of credit of each Respondent and Credit Support Provider/Guarantor in addition to adjusting, as necessary, in the application of the foregoing standards.

4.5 COST OF RESPONDING

Respondent will bear all costs associated with the preparation and submission of its Proposal. Neither JEA, its affiliates, nor any agent of JEA will be responsible or liable for any costs, regardless of the cost or outcome of the proposal process.

4.6 DISCLAIMER

Respondent is responsible for examining the complete Proposal Documents and any subsequently issued RFP addenda and for analyzing all RFP requirements that might affect the cost of the Project or performance of any part of the work to be completed in connection with the Project (Work). Failure to do so will be at the sole risk of the Respondent and no relief will be given for errors or omissions resulting therefrom.

4.7 RESPONDENT'S REPRESENTATION

By submitting a Proposal, each Respondent represents that they have read and understood the Proposal Documents and are familiar with the local conditions under which the work is to be performed. By responding to this RFP, Respondent agrees to disclose any sale or transfer of interest in or to a proposed project referenced in a Proposal.

4.8 REQUIRED APPROVALS

Each Proposal must state that the Respondent has obtained all necessary internal approvals prior to the submission of the Proposal. All Proposals must be signed as follows:

- Corporations or Limited Liability Companies: The signature of the officer must be accompanied by a certified copy of the resolution of the Board of Directors or Board of Managers authorizing the individual signing to bind the corporation or limited liability company.
- Partnerships: Signature of one partner must be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If a certified copy of the partnership's certificate submitted with the Proposal indicates that all partners have signed, no authorization is required.

4.9 PROPOSAL SUBMITTAL

Respondents must submit Proposals via email to the TEA Project Portal or email to JEARFP@teainc.org. Complete Proposals, including all exhibits and forms, must be received on or before midnight Eastern

Prevailing Time (CPT) on the RFP response due date via email. All Proposals will become the property of JEA and will not be returned to the Respondent.

4.10 CLARIFICATIONS

JEA may request clarification or additional information during the RFP evaluation process about one or more items in a Respondent's Proposal. Such requests will be sent via email through the JEARFP@teainc.org email address to Respondents, who will be required to provide an electronic response via the JEARFP@teainc.org email address within five business days. If Respondents fail to do so, JEA may deem the Respondent to be non-responsive and either suspend or terminate evaluation of the Proposal. Respondents may provide an alternate point of contact to ensure a timely response to clarification questions.

4.11 WITHDRAWAL OF PROPOSAL

A Respondent may withdraw a Proposal, either personally or by written request, at any time prior to the deadline for RFP responses.

4.12 CONFIDENTIALITY AND COMPLIANCE

All information provided to JEA as part of this RFP is subject to Florida's Public Records Laws. If a Respondent believes that any portion of the documents, data or records submitted in response to this RFP 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 "PROPRIETARY AND CONFIDENTIAL MATERIAL," (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide a separate redacted copy of its response (the "Redacted Copy"). The Respondent should only redact those portions of records that Respondent claims are specifically exempt from disclosure under Florida's Public Records Laws. If the Respondent fails to submit a redacted copy of information it claims is confidential, Respondent, by submission of its response to this RFP, shall be deemed to have consented to the production of all documents, data and other records submitted to JEA in answer to a public records request for such information.

To the extent permitted by law, JEA will take reasonable precautions and use commercially reasonable efforts to protect any claimed proprietary and confidential information contained in a Proposal. Notwithstanding the foregoing, JEA in its sole discretion may release such information: (1) to any external contractors for the purpose of reviewing responses, but such contractors will be required to observe the same care with respect to disclosure as JEA; (2) to others who have a need for such information for purposes of evaluating the RFP and the responses or the RFP process, including but not limited to JEA directors, management, employees, agents, or contractors, and other parties, their consultants and/or agents; or (3) if JEA is requested or compelled to disclose such information (or portions thereof) (i) pursuant to subpoena or other court or administrative process, (ii) at the express direction of any agency with jurisdiction over JEA, or (iii) as otherwise required by law, including state open records laws. If JEA determines that the release of such information will be made under one of the circumstances set out in subsection (3) above, JEA will provide Respondent with written notice; provided, however, JEA shall have no duty or obligation to the Respondent to withhold such information

or take legal steps to protect the information from disclosure. If release of the information is required under Florida's Public Records Law, JEA shall first provide a redacted copy of the information as provided above. If a requestor asserts a right to any redacted information, JEA will notify Respondent that such an assertion has been made. It shall be Respondent's responsibility to respond to the requestor to assert that the information in question is exempt from disclosure under applicable law. Under no circumstances will JEA or any of their directors, management, employees, agents, or contractors be liable for any damages resulting from the disclosure of the Respondent's claimed proprietary and confidential information during or after the RFP process. By submitting a response to this RFP, the Respondent acknowledges and agrees to the requirements in this provision concerning confidentiality.

4.13 COLLUSION & CONFLICTS

By submitting a Proposal to JEA in response to this RFP, Respondents certify that they have not divulged, discussed, or compared its Proposal with other Respondents and have not colluded whatsoever with any other Respondent or parties with respect to its Proposal or other Proposals.

JEA is prohibited by its Charter from awarding contracts to JEA officers or employees or companies in which a JEA officer or employee has a financial interest. JEA shall reject any and all Responses from JEA officers or employees as well as any and all Responses in which a JEA officer or employee has a financial interest. Respondent shall complete and submit a JEA Conflict of Interest Disclosure Form with the Response. Failure to complete and submit the Conflict of Interest Disclosure Form shall result in the Response being disqualified.

PART 5. PROPOSAL FORMAT AND CONTENTS

This section outlines the content and format requirements for all Proposals submitted in response to this RFP. Unless JEA in its sole discretion elects otherwise, Proposals that do not include the information requested in this section will be ineligible for further evaluation. JEA reserves the right to conduct any further due diligence it considers necessary to fully understand and evaluate Proposals prior to entering into any Agreement.

A complete Proposal will include the following components:

- Executive Summary
- Complete set of applicable Proposal Forms (Forms identified below)
- Form attachments (as necessary to elaborate on Proposal Form information)
- Any additional electronic data or narrative discussion

5.1 EXECUTIVE SUMMARY

The Executive Summary should briefly describe the Respondent, the Project(s) or resource(s) that are part of the Proposal, the capacity amount, timing and term of the Proposal, and key highlights of the pricing and terms of the Proposal.

5.2 PROPOSAL FORMS

Required Proposal Forms are to be completed, as identified below, in the native format of the Proposal Form. To the extent the full completion of any form requires additional information or clarification, please provide that information as an attachment to the form. Electronic submissions should include the completed Proposal Forms in the format provided. Respondent's complete proposal shall include the following Proposal Forms:

- Attachment A – Notification of Intent to Respond Form
- Attachment B – Completed Offer Form (spreadsheet)
- Attachment C – JEA Conflict of Interest Disclosure Form

5.3 SUPPLEMENTAL INFORMATION

In addition to the forms noted above, Respondents must include supplemental information as necessary to clearly identify the scope of the Proposal. Depending on the Respondent's Proposal offer, the supplemental information may include the following, in the order identified, with each topic beginning on a separate page.

- A. Description of the Respondent
- B. Financial Information / Credit Quality
- C. Identification of all Pricing Terms
- D. Project Description
- E. Equipment Description
 - a. Annual hourly (8760) output forecast for each tract
 - b. Solar + Storage: roundtrip efficiency, usable capacity, and charging source
- F. Electrical Interconnection and Power Delivery Plan
- G. Operations and Maintenance Plan, including Spare Parts Inventory Plan
- H. Term Sheet
- I. Project Team Organization and Resumes
- J. Assignability
- K. Project Detail
 - a. Development Plan
 - i. Provide ownership and operation plan including vendor list
 - b. Development Experience
 - i. Number of facilities owned or operated
 - ii. Number of Projects (including MW size) developed in FRCC
 - c. Development and Project Execution Schedule
 - i. Development security
 - ii. Delay damages
 - d. Performance guarantees
 - i. Generation shortfall damages

- e. Real Property Acquisition Description and Plan
 - f. Tax Benefits
 - g. Permitting Plan
- L. Other Attributes

PART 6. RFP PROCESS COMMUNICATION

6.1 THE ENERGY AUTHORITY PROJECT PORTAL

All inquiries and other communications relating in any manner to this RFP will be hosted on the TEA Project Portal for the “JEA Solar and Energy Storage Resource RFP”. The site is administered by TEA in their role as acting facilitator for JEA.

TEA and JEA make no commitment to respond to other communications received via telephone, FAX, text messaging, or other media. Additionally, Respondents may not rely on any oral representation or oral modification made by any TEA or JEA directors, management, employees, agents, or contractors, and other parties, their consultants and/or agents, or any JEA member representatives. To preserve transparency in the process and to assure that all Respondents receive equal consideration, Respondents may not contact any JEA employee, Board Member, or JEA member representative regarding this RFP prior to the proposal deadline. Any such contact shall be grounds for disqualification of the Proposal. Following the proposal deadline, JEA contact information and guidance will be provided. On-site meetings will only be held following notification of short-list respondents.

6.2 RESPONSES TO INQUIRIES

Any questions by the Respondent must be sent via the JEARFP@teainc.org email address. JEA will prepare written responses to questions received and will post the responses (without identification of the party asking the questions) on the TEA Project Portal for all Respondents who submit a Notice of Intent to Respond. All questions must be submitted via the JEARFP@teainc.org email address and include the Proposal Documents in the Attachments.

Questions must be formatted as follows:

- Clearly identify specific document reference to which the question pertains, and date
- Clearly identify the document language or section in question
- Sequentially number each question in each submittal

Questions must be submitted timely, and in groups, to allow for proper consideration and response. Respondents should refrain from including sensitive or confidential information in their questions. Questions and answers will be posted to the RFP website and will be made available to all Respondents.

6.3 SCHEDULE

Below are the RFP milestone dates. JEA reserves the right to adjust dates. Following the submission deadline, all submitters will be notified of date changes via email. In the interim, please refer to the RFP website for the most up-to-date timeline information.

The RFP process will proceed in accordance with the following schedule:

BID SCHEDULE – ACTIVITY	DATE/TIMEFRAME*
RFP Announced	1/31/2023
RFP Documents Available	1/31/2023
Deadline for Questions from Respondents	2/15/2023 no later than 5:00 PM EPT
Notice of Intent to Respond Due	2/28/2023 no later than 5:00 PM EPT
RFP Response Due	3/27/2023 no later than 5:00 PM EPT
Successful Short-List Respondents Notification	5/26/2023
Successful Respondent Notification	6/30/2023
Full Notice to Proceed-Contract Negotiation and Finalization	9/1/2023-12/31/2023
Target Power Supply / Commercial Operation Date	9/30/2026

* RFP response due dates are firm. No extensions will be offered.

JEA reserves the right to revise, suspend, or terminate this RFP process and any schedule related thereto at its sole discretion without liability to Respondents or any other person or entity.

Communications regarding the status of this RFP process, including any and all changes and addenda to this RFP or attendant schedules, will be made via the TEA Project Portal.

6.4 NOTICE OF INTENT TO RESPOND

In order to identify persons or entities interested in submitting a Proposal, and for those persons or entities to receive any subsequent information distributed in the proposal process, interested parties shall submit, via the JEARFP@teainc.org email address, a Notice of Intent to Respond on or before the time on the Notice of Intent to Respond due date. The form is available as Attachment A in this RFP and can be downloaded from the TEA Project Portal.

[TEA Project Portal link](#)

6.5 OWNERSHIP OF PROPOSAL DOCUMENTS

The Proposal Documents, unless otherwise designated, are confidential, are the property of JEA, and are only for the purpose of the Respondents' preparing and submitting a Proposal in response to this RFP. All Respondents should note that any material submitted to JEA may be subject to the open records laws of JEA constituent state Florida.

JEA may enter into Non-Disclosure Agreements with Respondents who receive short-list notification per the RFP schedule. JEA or TEA will provide a template NDA at that time.

6.6 JEA RESERVATION OF RIGHTS AND DISCLAIMERS

Nothing in this RFP constitutes an offer or acceptance by JEA, and JEA hereby disclaims any intent for this RFP to constitute a binding contract between JEA and any Respondent. JEA retains the right to determine, in its sole discretion, the value of any or all Proposals. JEA reserves the right to waive any minor irregularities or informalities in a response if such waiver is determined to be in JEA's best interest. JEA reserves the right to negotiate with a Respondent or Respondents after submission of a Proposal. JEA further reserves the right to negotiate with only the Respondent(s) whose Proposal(s), as JEA determines in its sole discretion, have a reasonable likelihood of being accepted. In the event negotiations with a Respondent or Respondents do not produce a final, fully-executed Agreement satisfactory to JEA and authorized by the Board of Directors, without material changes, JEA reserves the right to pursue any and all other resource options available to it.

JEA may reject any Proposal that it determines, in its sole discretion:

- Does not meet the minimum requirements set forth in the RFP
- Does not provide required information in a manner that allows effective evaluation
- Is not economically competitive with other Proposals

JEA reserves the right, without qualification and in its sole discretion, to modify, suspend or withdraw this RFP, accept or reject any or all Proposals for any reason at any time after submittal without explanation to the Respondent, or to enter into an Agreement at any time with a Respondent who, in the opinion of JEA, will provide the most cost-effective value. JEA also reserves the right to contract with other than the lowest price Respondent or with other than the Respondent evidencing the greatest technical ability, if JEA, in its sole discretion, determines that to do so would result in the greatest overall value of solar energy supply.

JEA, in its sole discretion, may decline to enter into an Agreement with any Respondent and may terminate negotiations with any Respondent at any time during the process.

Those Respondents who submit Proposals do so without legal recourse against JEA directors, management, employees, agents, or contracts, and other parties, their consultants and/or agents due to (1) JEA rejection, in whole or in part, of the Respondent's Proposal; (2) JEA rejection, modification, delay or withdrawal, in whole or in part, of this RFP; (3) failure to execute any Agreement; and (4) any other reason arising out of this RFP. JEA will not be liable to any Respondent or to any other party, in law or equity, for any reason whatsoever relating to JEA acts or omissions arising out of or in connection with the RFP process.

Any protests regarding this RFP shall be submitted in writing and shall comply with the requirements set forth in Section 5-101 of the JEA Procurement Code.

Respondents will be liable for all costs. JEA will not be responsible for any of the Respondent's costs incurred to prepare, submit, or negotiate its Proposal, definitive Agreement, or any other related activity.

PART 7. PROPOSAL EVALUATION AND CRITERIA

7.1 EVALUATION OF PROPOSALS

The evaluation criteria that will be given the greatest considerations are price and vendor history, though permitting experience, supply chain management, project performance, environmental considerations, and respondent credit will also be considered.

An initial screening for minimum requirements will be performed for each Proposal to determine if all required information has been provided and minimum requirements are satisfied. Material deficiencies will disqualify a Proposal from further consideration, and the Respondent will be notified in such event. JEA reserves the right, in its sole discretion, to either reject incomplete or unclear Proposals from further consideration or to contact Respondents for purposes of Proposal clarification.

After the initial Proposal screening, JEA anticipates a two-phase evaluation process in which the Respondents' cost projections, resource characteristics, and other proposed assumptions will be validated.

At the end of Phase One, a smaller list of projects will be determined, at which time Respondents may be requested to supply additional information if necessary. Unsuccessful Respondents will be notified at the end of the Phase One assessment that their Proposals will not be considered further.

Successful Respondents will be notified via the JEARFP@teainc.org email address that they have passed to Phase Two of the process, whereupon an additional evaluation will be conducted. Once the successful Respondent(s) from that evaluation have been identified, JEA will pursue negotiations to secure resources. Provided the parties successfully negotiate an Agreement for the Project, JEA will then execute the contract based on the negotiated terms of the Agreement(s).

7.1.1. PHASE ONE EVALUATION

Proposals that have provided the required data and satisfied the minimum Proposal requirements will be passed to Phase One of the evaluation. They will be evaluated individually for both quality and likelihood of achieving successful commercial operation under the terms proposed. Respondents must include sufficient detail for JEA to be able to evaluate all costs associated with the Proposal(s). Respondents should be aware that the evaluation in Phase One is based on both price and non-price evaluations (which are detailed below). Each Proposal will be scored using both qualitative and quantitative criteria, to produce a ranked "short-list."

Phase One evaluations will be scored according to the following criteria:

- Project economics (15 points)

- Respondent experience (10 points)
- Respondent credit quality/finances (5 points)
- Permitting experience (5 points)
- Procurement and supply chain (5 points)
- Expected project annual energy output (5 points)
- Environmental (5 points)

The sections below outline more detail of the evaluation criteria.

7.1.1.1. QUALITATIVE EVALUATION PROCESS

JEA will consider of the following factors in the qualitative evaluation process:

- A. Respondent creditworthiness, which includes Respondent's managerial and financial qualifications
- B. Prior relevant experience and project record
- C. Environmental record and footprint
 - Disclosure of environmental violations
- D. Project engineering plan
 - Operations and maintenance plan for the Project
- E. Project development and permitting status, including any potential for delay as the result of a Respondent's need for regulatory actions or approvals or for permitting, licensing, or study process
- F. Identification, procurement, and supply chain management of major equipment to be used for the Project

7.1.1.2. QUANTITATIVE EVALUATION PROCESS

The quantitative screening consists of measuring each Proposal's total cost impact; examples include:

- A. Price
- B. Financial impact to JEA, such as impact to credit metrics, including debt imputed by credit rating agencies, capital structure, and financial statements
- C. Any additional costs that are required but not provided for in the Proposal
- D. Financial implications of accounting and tax treatment

Proposals are scored and ranked on the basis of minimizing the delivered cost of energy. Proposals with a low total delivered cost considering the proposed pricing, taking into account project development and credit risks, will receive a higher score than Proposals with a high total delivered energy cost.

7.1.2. PHASE TWO EVALUATION

The highest scoring Projects resulting from Phase One evaluations will be identified and short-listed for further evaluation. Once a Short-list is developed, JEA will appoint a negotiating team. JEA reserves the right to negotiate concurrently or separately with the Short-list Respondents. JEA reserves the right to seek clarifications, to request Response revisions, and to request any additional information deemed necessary for proper evaluation of the Responses. JEA reserves the right to incorporate value added services or industry standard innovations recommended by a Respondent into the Contract's scope of work. In the event a Respondent's recommendations are incorporated into the scope of work, all short-listed Respondents will be given the opportunity to amend their proposals to include the recommended additions. Short-listed Respondents may, at JEA's sole discretion, be required to make an oral presentation or provide additional clarification to their Proposal. Oral presentations and clarifications will become part of the Respondent's Proposal.

Short-listed Proposals will be further evaluated by JEA on project viability, final price and acceptance of JEA's commercial terms. From the final set of short-listed Proposals, the preferred alternative or combination of alternatives will be selected.

Phase Two evaluations will be scored according to the following criteria:

- Acceptance of JEA commercial terms (30 points)
- Project viability (10 points)
- Final price (10 points)

7.2 CONTRACTUAL CONSIDERATIONS

7.2.1 INSURANCE

The successful Respondent will be required to maintain, at a minimum, standard insurance coverages for workers' compensation, commercial general, employer's and automobile liability, and umbrella excess liability. Respondents are requested to define the assumed insurances and levels in the Proposal. Specific insurance requirements of JEA will be addressed as part of the evaluation and negotiation of the Agreement.

7.2.2 COMMERCIAL TERMS AND CONDITIONS

Commercial terms and conditions will be negotiated with the Respondents selected to be finalists for this RFP. All Proposals will represent a firm offer to contract on the terms and conditions included as Appendices to this RFP. Each representation of fact and promise of future performance within a Proposal will be incorporated into the Agreement as a warranty or covenant. Any statement of fact or promise of future performance that is not intended by the Respondent as a warranty or covenant should be clearly identified.

7.3 AWARD

JEA reserves the right to reject any and all Proposals. Prior to awarding a Proposal, JEA may have discussions with Respondents whose Proposals are under consideration. Respondents may be required to travel to JEA office or other locations for further discussions.

Negotiations arising out of the Proposals may be conducted with any or all Respondents at JEA's sole discretion. Winning Respondents will be expected to enter into an Agreement within a reasonable period of time following the award of the Proposal. JEA will have no obligation to accept any Proposal submitted pursuant to this RFP. Whether, and on what terms, any Proposal is accepted is within JEA's sole discretion.