



LEXINGTON

RFP-23-2023 Addendum 1 Solar Energy Solutions, LLC Solar Energy Solutions, LLC Supplier Response

Event Information

Number: RFP-23-2023 Addendum 1
Title: Solar PV Installation at Gainesway Neighborhood Center
Type: Request For Proposal
Issue Date: 4/12/2023
Deadline: 5/3/2023 02:00 PM (ET)
Notes: Please attach response in one pdf.

Contact Information

Contact: Sondra Stone
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: ssone@lexingtonky.gov

Solar Energy Solutions, LLC Information

Contact: Matt Partymiller
Address: 1038 BRENTWOOD CT
Suite B
Lexington, KY 40511
Phone: (859) 312-7456
Email: matt@sesre.com
Web Address: sesre.com

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Devin Hester

Signature

Submitted at 5/2/2023 08:12:25 AM (ET)

devin@sesre.com

Email

Response Attachments

Gainesway Neighborhood Center RFP Submission.pdf

Please see the attached Submission for the Gainesway Neighborhood Center PV Array



SOLAR ENERGY
Solutions

MAY 2, 2023

Proposal

for: Gainesway Neighborhood Center

Community Solar PV System Design and Construction

Project Location:
600 Campus Way
Lexington, KY 40517



LEXINGTON



Solar Energy Solutions (SES) is the region's largest and most experienced solar design, engineering, and construction company with projects in Indiana, Kentucky, Ohio, and the surrounding states. SES is also the region's leading Tesla Powerwall Certified Installer. Founded in Kentucky in 2006, Solar Energy Solutions has more than 3,000 active photovoltaic and battery storage projects in the residential, commercial and utility arenas throughout the tri-state region and beyond.

Presented by:

Devin Hester

Commercial Sales Engineer

859-300-2456

devin@sesre.com

www.sesre.com



EXECUTIVE SUMMARY



Regional Leader in Solar Energy Development

Solar Energy Solutions, LLC (SES) is dedicated to bringing renewable energy to the midwest, helping the environment, establishing energy independence, and educating the public on how to take part in making a healthier, more secure future.

SES is Kentucky's preeminent full-time renewable energy installation company. Formed in 2006, SES has nearly 20 MW of solar installed in the last 6 years alone. SES merges engineering expertise with electrical acumen to produce superior renewable energy installations.

The SES staff are specifically trained and solely focused on the development of solar photovoltaic and battery storage systems. SES staff carry all relevant licenses and certifications including PE licenses, electrical licenses, and 7 solar specific NABCEP certification. As a result, SES has completed over 2000 projects for governmental, institutional, commercial and residential customers.

The expertise of Solar Energy Solutions is appreciated regionally and nationally.



EXECUTIVE SUMMARY CONT.

Past and current partnerships have paired SES with some of the area's largest architectural and engineering firms to develop regional solar projects.

On the national scale, SES has been invited to represent premier brands in the photovoltaic industry including SunPower and LG. Additionally; SES is a Tesla Powerwall Certified Installer as well as being certified to install Tesla chargers, solar panels and solar roof products.





COMPANY PROFILE

Company Name: Solar Energy Solutions

Company HQ: 1038 Brentwood Ct. Lexington, KY 40511

Year Established: 2006

Year of first PV Installation: 2006

Full-time Employees: 60

Solar Energy Solutions has been a company solely focused on the installation of PV production and storage since its founding in 2006 and has continued to be a leader in the field for this region.

With Lexington as its center of operations, SES has used its engineering-focused expertise to provide quality systems to its residents for the past 17 years. Additionally, we have continued to provide maintenance and support for not only the systems installed by SES, but any solar owner that needs technical assistance beyond the capabilities of their original installer.

Our Lexington installation team is composed of all full-time SES employees with residences in Fayette County. Each team is led by a NABCEP certified electrician, and each individual is provided continual education so that we may continue to serve our community with their clean energy transition.



PROJECT TEAM

System Design

Erik Meyerhoffer: erik@sesre.com, 859.300.2456

Title: Commercial Sales Engineer

Experience: Erik Meyerhoffer has been with Solar Energy Solutions for over 5 years and is the Commercial Sales Project Manager. Erik has an Environmental Policy and Management M.Sc with focus on Energy and Sustainability. Erik is a certified NABCEP PV Installation Professional and PV Technical Sales with 300+ completed installs in 3 states. Tesla, LG Chem Resu, Sonnen, and SPAN certified installer. Licensed Indiana Master Electrician.

Load Analysis

Danny Young: danny@sesre.com, 513.448.5176

Title: Engineering Team Lead

Experience: Daniel Young, Lead Engineer, holds a bachelor's degree in mechanical engineering and an associate degree in renewable energy systems. He has been designing and installing solar energy systems since 2006 and has held NABCEP certification since 2008. He was previously in the role of Senior System Designer at another solar installation company and held that role for 7 years before joining SES. Daniel has had experience designing and installing solar energy systems ranging from small off-grid cabins, up to multi-megawatt utility generation plants.

Tracy Mitchell: tmitchell@csi-eng.com, 513.616.9720

Title: President of Engineering Firm

Experience: Lead Structural engineer with a strong background in the design of commercial, industrial, and manufacturing facilities with experience in steel, concrete, foundations, tilt-wall concrete, LGMF, and timber design. Registered professional engineer in the state of Kentucky. President and Owner of American Structural Group LLC.

Project Manager

Michael Nelson: michael@sesre.com, 859.221.5226

Title: Residential Team Leader

Experience: Michael graduated from University of Kentucky and has 8 years of experience in the Solar Industry, from leading on-site install teams to project management for multiple large-scale commercial arrays. Mr. Nelson is a NABCEP certified Master Electrician. Mr. Nelson has experience working on utility and government projects including National Guard and KU installations.



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CERTIFIED WOMAN-OWNED BUSINESS




RNW22743

CERTIFICATION NUMBER

06/14/25

EXPIRATION DATE

Certifies that:

Solar Energy Solutions, LLC

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.



PHYLLIS HILL SLATER
Board Chair, NWBOC

238210, 221114, 237130, 238220, 423720, 335999

NAICS Code(s)

06/15/22

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.

TECHNICAL APPROACH

Solar Energy Solutions will satisfy the component requirements and performance objectives outlined in the Request for Proposal#23-2023 Solar PV Installation at Gainesway Neighborhood Center Scope of Work by utilizing NE Solar 410W PV Modules, Solaredge PV Inverters/corresponding optimizers, and S-5! PV Racking. Solar Energy Solution's design will adhere to IFC Fire Setback requirements for Solar PV arrays, as wells as 2017 NEC Rapid Shutdown code requirements. The Solaredge monitoring platform will provide visibility of the site performance and key metrics to the designated system owners. SES will utilize a hardwire connection with the facility's internet. Solaredge Optimizers will provide module-level monitoring at 15-minutes intervals. The maximum available roof area has been utilized while honoring the preferred project area indicated, maximizing annual production. The selected components provide maximum value, balancing cost-efficiency, reliability, system performance, and safety in design. Solar Energy Solutions does not anticipate the install of the proposed system to cause any electrical downtime or disruptions to LFUCG operations. Maximum timeline from Notice to Proceed to Substantial Completion is estimated to be 100 days. Solar Energy Solutions has extensive experience coordinating the interconnection of solar PV systems for net metering within the LG&E/KU service territory. Two specific examples are a 302.56kW ground-mount array installed at the Richmond National Guard Armory in 2015, and a 240kW ballast-mounted roof array with 220kWh of battery storage at the Bullitt County Public Library in 2021/2022. More notable builds are available under our "Project Experience" section of the bid.

List of Solar System Components

| Component | Qty | Brand | Model | Warranty | Contact Information |
|------------|-----|-----------|--------------------|--------------------------|--|
| PV Module | 30 | NE Solar | NESE 410-54MHB-M10 | 12-Year Product Warranty | NE Solar (US) 4411 Schaefer Ave. Chino, CA 91710 512.413.9271 www.nesolar.com/kh |
| Inverter | 2 | SolarEdge | SE10000H-US | 12-Year Product Warranty | SolarEdge Technologies (US) Inc. 700 Tasman Dr. Milpitas, CA 95035 510.498.3200 www.solaredge.com/us/corporate/contact |
| Optimizers | 30 | SolarEdge | P505 | 25-Year Product Warranty | SolarEdge Technologies (US) Inc. 700 Tasman Dr. Milpitas, CA 95035 510.498.3200 www.solaredge.com/us/corporate/contact |
| Racking | | S-5! | S-5! PV Kit 2.0 | 30-Year Product Warranty | S-5! Attachment Solutions 500 W Hwy St. Iowa Park, TX 76367 888.825.3432 https://www.s-5.com/contact/ |



WARRANTY

Installation

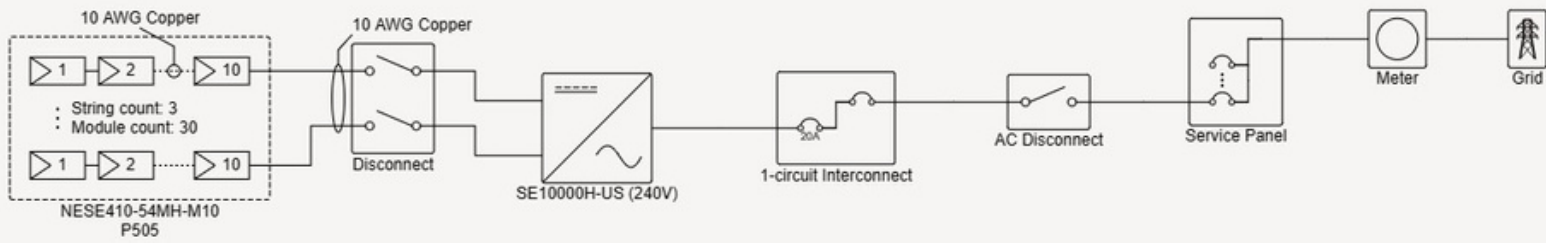
Solar Energy Solutions LLC warrants the installation of its Photovoltaic array system for one year from date of installation. Solar Energy Solutions LLC warrants its system to be free from defects in workmanship and materials under installed service conditions. Solar Energy Solutions LLC warrants that it will replace or repair any faulty materials free of charge during the warranty period. Solar Energy Solutions LLC makes no claims to warrant any materials damaged by end user abuse or mismanagement. This warranty applies exclusively to system purchaser. Warranty becomes void upon transfer of ownership. Solar Energy Solutions LLC also bears no responsibility for damages resulting from system alterations performed by end user or other parties.

Manufacturer Warranties

The equipment installed benefits from manufacturer warranties as per the attached documents.



SINGLE LINE DIAGRAM



| Module Specifications | |
|-------------------------------|---------|
| 30x NE Solar NESE410-54MH-M10 | |
| STC Rating | 410 W |
| Vmp | 31.3 V |
| Imp | 13.1 A |
| Voc | 37.5 V |
| Isc | 13.84 A |

| Inverter Specifications | |
|---------------------------------|-------|
| 1x SolarEdge SE10000H-US (240V) | |
| Max AC Power Rating | 10 kW |
| Max Input Voltage | 480 V |
| Min AC Power Rating | 0 W |
| Min Input Voltage | 380 V |

| Wire Schedule | | |
|---------------|-----------|--------|
| Tier | Wire | Length |
| String | 3x 10 AWG | 320ft |

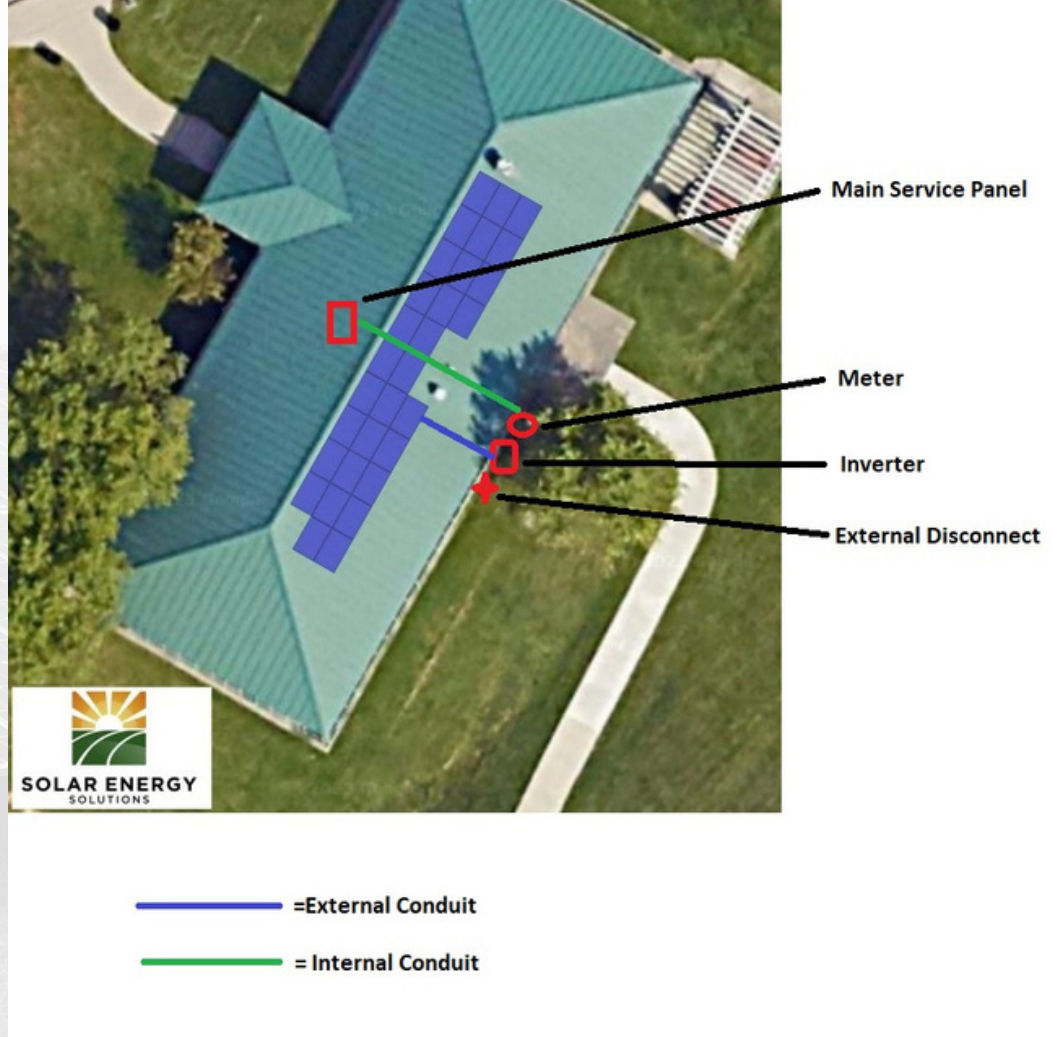


MONTHLY PRODUCTION & ARRAY LAYOUT

Monthly Production

| Month | Grid (kWh) |
|-----------|------------|
| January | 671.9 |
| February | 820.9 |
| March | 1,289.0 |
| April | 1,324.2 |
| May | 1,613.1 |
| June | 1,814.8 |
| July | 1,588.8 |
| August | 1,552.2 |
| September | 1,128.1 |
| October | 1,146.7 |
| November | 606.2 |
| December | 439.5 |

Array Layout





PROJECT EXPERIENCE

Solar Energy Solutions has completed over 2000 PV installs since opening in 2006. These projects span residential, commercial, and governmental projects across multiple states. Since the beginning of 2020, SES has installed over 537 PV systems at a size of 20kW or less. **In 2022, SES installed 329 projects, totaling in 9,004kW of solar capacity.** We are in constant collaboration with LG&E-KU, being the chosen contractor in the Solarize Louisville campaign of 2022 as well as the Solarize Louisville and Lexington programs for 2023. This program resulted in 90+ systems within LG&E territory that were all permitted by SES's internal Operations team. Two commercial references within LGE-KU territory can be found in our Technical Approach Section, while other notable projects can be found below.



57 kW Pivot Brewing Co. Commercial Sector | Lexington, KY



Project Details:

- **Location** - Lexington, KY
- **Completed** - 2020
- **Cost** - \$98,635
- **Modules** - Trina Solar 380 w
- **Size** - 56.62 kW
- **Inverter** - SolarEdge 43.2kW

Special Notes

This system is roof mounted grid-tied system. The solar panels will supply an estimated 94% of the brewery's energy, which will save the company more than \$7,600 per year.

Reference

Kevin Compton
1400 Delaware Ave
Lexington, KY 40505
859.266.9240
kscomp0@gmail.com



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877.312.7456 | SESRE.com

21 kW Lexington Fire Station #21 Commercial Sector | Lexington, KY



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Project Description:

Solar Energy Solutions recently finished the installation of a 21.78kW roof mounted solar array in Lexington, KY for the city's Fire Station #21.

The system consists of 66 Canadian solar panels and was completed in September of 2022.

The solar system will produce approximately 26,070 kWh in the first year, which will save the company thousands of dollars in electricity charges each year.

Project Details:

- **Location** - Lexington, KY
- **Completed** - 2022
- **Modules** - Canadian Solar Panels
- **Size** - 21kW

10.6kW Lexington Fire Station #9

Commercial Sector | Lexington, KY



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Project Details:

- **Location** - Lexington, KY
- **Completed** - 2023
- **Modules** - Trina Panels
- **Size** - 10.6kW

Reference

- James Bush
- 859-425-2879

Project Description:

The City of Lexington installed a combined 10.6 kW of solar PV to offset lighting, heating, and HVAC costs.

Not just driven by financial concerns, the project is one of many pursued by the city in their efforts to increase sustainability at their various facilities.

Bullitt Bourbon Commercial Sector | Shelbyville, KY



Project Details:

- **Location** - Shelbyville, KY
- **Completed** - 20
- **Modules** - Sunpower Panels
- **Size** - 19.6 kW



Project Description:

This new Bourbon distillery in Shelbyville, KY is looking to make a statement to all its visitors as they arrive and drive past this SunPower based array. The multi-national parent company has committed through corporate policy to reduce its own GHG emissions by 50% by 2020 over a 2007 baseline and also to ensure its supply chain GHG levels drop by 30%, within the same timeframe. This array was specifically built to provide energy to power the warehouse electric forklift trucks and their charging stations.

This system is anticipated to offset 963,976 lbs of CO₂ over a 25 year period.

814 kW Sekisui Manufacturing Plant

Commercial Sector | Winchester, KY



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Project Details:

- **Location** - Winchester, KY
- **Completed** - 2018
- **Modules** - LG 400W Panels
- **Size** - 814 kW

Reference:

- **Randy Hardwick**
- 859-338-7500
- randyh@sekisui-corp.com
- 267 Runnymede Drive
- Winchester, KY 40391

Project Description:

Sekisui S-Lec, a leading manufacturer of interlayer film for glass in the buildings and auto industry, was motivated to install solar panels by global corporate CO2 reduction targets and incentive campaigns. With limited roof and ground space available, SES turned to ultra high efficiency LG 400W panels to give maximum energy production yields and low slope roof racking to maximize power density.



COMMERCIAL REFERENCES

SES Takes Pride in Being Highly Recommended by Customers

Bartholomew Consolidated School Corporation

Brett Boezman
Director of Operations
1200 Central Avenue
Columbus, IN 47201
Email: boezemanb@bcsc.k12.in.us
Tel: 812-378-4723

Sekisui

Randy Hardwick
Director of EHS & Kaizen
1200 Rolling Hills Lane
Winchester, KY 40391
Email: randyh@sekisui-corp.com
Tel: 859-338-7500

Brookfield Properties

Kendall Merrick
General Property Manager
Oxmoor Mall
7900 Shelbyville Road
Louisville, KY 40222
Email:
kendall.merrick@brookfieldpropertie
sretail.com
Tel: 502-410-4238

City of Bloomington Indiana

James (B.J.) Boruff
Operations & Facilities Director
401 N. Morton Street
Bloomington, IN 47404
Email: boruffj@bloomington.in.gov
Tel: 812-349-3439

Owensboro Army Reserve Center

Mr. Will Phillips, Energy Manager
Minuteman Prkwy, Bldg 162
Frankfort, KY 40601
Tel: 502-607-1301

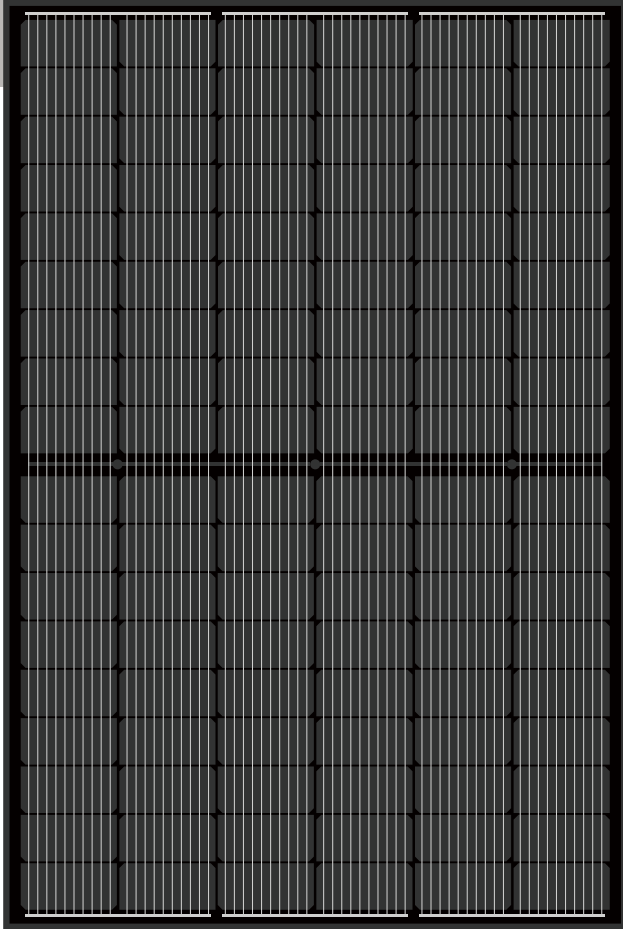


FROM STRENGTH TO STRENGTH IN NATURE

NESE 410-54MH-M10

MONO PERC HALF-CELL BLACK MODULE

FROM CAMBODIA



KEY FEATURES



High efficiency PERC

A high efficiency 182 (M10) PERC solar cell with 10 busbars technology to ensure the efficiency of the solar module up to 20.97% and stable operation.



0-5W tolerance

0- 5W positive power tolerance.



Excellent performance with weak light

More power output with a weak light condition-through advanced glass and solar cells.



Wind/Snow load

Wind load 2400 pa, snow load 5400 pa.



Pid Free

Excellent Anti-PID performance, minimized the degradation of power.



Resistance of extreme environment conditions

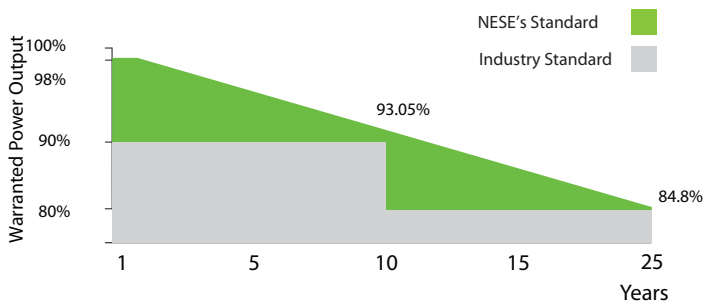
High Salt Mist and Ammonia resistance certified by TUV.

INSURED BY

CHUBB® Munich RE 

LINEAR PERFORMANCE WARRANTY

12 years product warranty. 25 years linear power warranty.



MANAGEMENT SYSTEM CERTIFICATES

ISO 9001:2015/QUALITY MANAGEMENT SYSTEM
ISO 14001:2015/STANDARDS FOR ENVIRONMENTAL MANAGEMENT SYSTEM

PRODUCT CERTIFICATES

IEC 61215/IEC 61730:VDE/CE/CEC AU
UL 61730: CSA



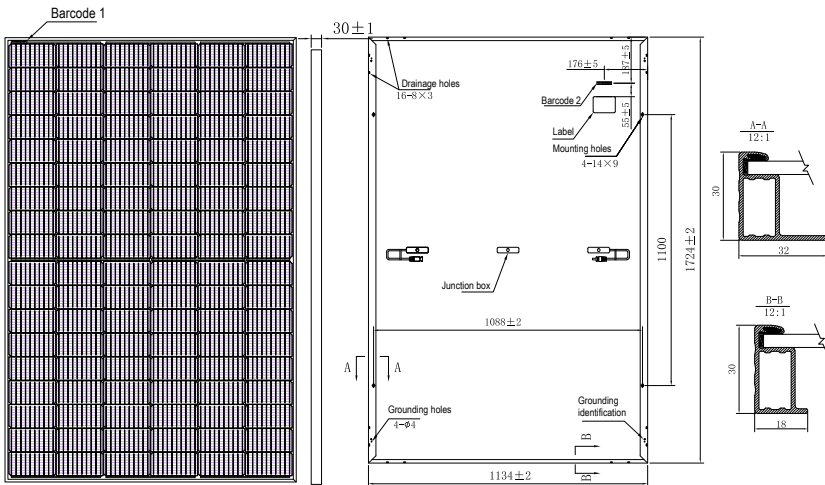
PHUM TANOUN, SANGKAT KOMBOUL, KHAN POSENCHAY, PHNOM PENH, KINGDOM OF CAMBODIA

WWW.NESOLAR.COM.KH

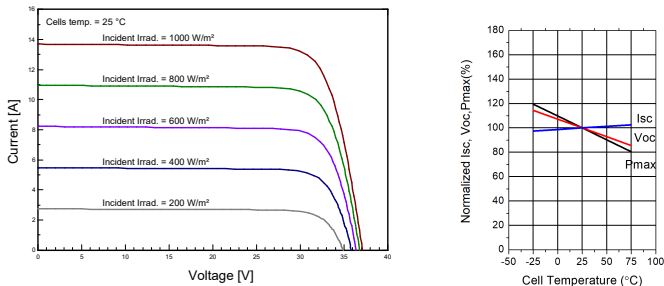
SPECIFICATIONS

| Module type | NESE 390-54MH-M10 | | NESE395-54MH-M10 | | NESE400-54MH-M10 | | NESE405-54MH-M10 | | NESE410-54MH-M10 | |
|--|-------------------|--------|------------------|--------|------------------|--------|------------------|--------|------------------|--------|
| | STC | (NOCT) | STC | (NOCT) | STC | (NOCT) | STC | (NOCT) | STC | (NOCT) |
| Maximum power(Pmax) | 390Wp | 292Wp | 395Wp | 295Wp | 400Wp | 299Wp | 405Wp | 303Wp | 410Wp | 306Wp |
| Maximum power voltage(Vmp) | 30.5V | 28.3V | 30.7V | 28.5V | 30.9V | 28.7V | 31.1V | 28.9V | 31.3V | 29.1V |
| Maximum power current (Imp) | 12.79A | 10.29A | 12.87A | 10.35A | 12.95A | 10.41A | 13.03A | 10.47A | 13.10A | 10.53A |
| Open-circuit voltage(Voc) | 36.7V | 34.3V | 36.9V | 34.5V | 37.1V | 34.7V | 37.3V | 34.8V | 37.5V | 35.0V |
| Short-circuit current(Isc) | 13.56A | 10.95A | 13.63A | 11.01A | 13.70A | 11.06A | 13.77A | 11.12A | 13.84A | 11.18A |
| Module efficiency STC (%) | 19.95% | | 20.20% | | 20.46% | | 20.72% | | 20.97% | |
| Operating temperature(°C) | -40°C ~ 85°C | | | | | | | | | |
| Maximum system voltage | 1500(IEC&UL) | | | | | | | | | |
| Maximum series fuse rating | 25A | | | | | | | | | |
| Sorting power tolerance | 0 ~ +3% | | | | | | | | | |
| Temperature coefficients of Pmax | -0.35%/°C | | | | | | | | | |
| Temperature coefficients of Voc | -0.29%/°C | | | | | | | | | |
| Temperature coefficients of Isc | +0.05%/°C | | | | | | | | | |
| Nominal operating cell temperature(NOCT) | 44 ± 2°C | | | | | | | | | |

ENGINEERING DRAWING



ELECTRICAL PERFORMANCE & TEMPERATURE DEPENDENCE



Electrical performance & temperature dependence
Current-voltage & power-voltage curves (400W)
temperature dependence of Isc, Voc, Pmax

MATERIAL CHARACTERISTICS

| | |
|----------------|---|
| Number of cell | 108 (6 * 18) |
| Dimensions | 1724*1134*30 |
| Weight | 20.5+/-1kg |
| Front glass | 3.2mm, anti-reflection Coating, high transmission, low iron, tempered glass |
| Frame | Anodized aluminium alloy |
| Junction box | IP68 rated 3 Diodes |
| Output cables | 12 awg, length: 350-1200 mm (13.78-47.24 inch) or Customized length |
| Connectors | MC4-Compatible or Customized |
| 40HQ | 936 |

PACKAGING CONFIGURATION

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US /
SE7600H-US / SE10000H-US / SE11400H-US



Optimized installation with HD-Wave technology

- Specifically designed to work with power optimizers
- Record-breaking efficiency
- Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- Fixed voltage inverter for longer strings
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Extremely small
- Built-in module-level monitoring
- Outdoor and indoor installation
- Optional: Revenue grade data, ANSI C12.20 Class 0.5 (0.5% accuracy)

/ Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/
SE7600H-US / SE10000H-US / SE11400H-US

| Model Number | SE3000H-US | SE3800H-US | SE5000H-US | SE6000H-US | SE7600H-US | SE10000H-US | SE11400H-US | |
|---|---------------------------------|----------------------------|------------|----------------------------|------------|-------------|------------------------------|-----|
| APPLICABLE TO INVERTERS WITH PART NUMBER | SEXXXXH-XXXXXBXX4 | | | | | | | |
| OUTPUT | | | | | | | | |
| Rated AC Power Output | 3000 | 3800 @ 240V 3300 @ 208V | 5000 | 6000 @ 240V 5000 @ 208V | 7600 | 10000 | 11400 @ 240V 10000 @ 208V | VA |
| Maximum AC Power Output | 3000 | 3800 @ 240V 3300 @ 208V | 5000 | 6000 @ 240V 5000 @ 208V | 7600 | 10000 | 11400 @ 240V 10000 @ 208V | VA |
| AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264) | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | Vac |
| AC Output Voltage Min.-Nom.-Max. (183 - 208 - 229) | - | ✓ | - | ✓ | - | - | ✓ | Vac |
| AC Frequency (Nominal) | 59.3 - 60 - 60.5 ⁽¹⁾ | | | | | | | Hz |
| Maximum Continuous Output Current @240V | 12.5 | 16 | 21 | 25 | 32 | 42 | 47.5 | A |
| Maximum Continuous Output Current @208V | - | 16 | - | 24 | - | - | 48.5 | A |
| Power Factor | 1, adjustable -0.85 to 0.85 | | | | | | | |
| GFDI Threshold | 1 | | | | | | | A |
| Utility Monitoring, Islanding Protection, Country Configurable Thresholds | Yes | | | | | | | |
| INPUT | | | | | | | | |
| Maximum DC Power @240V | 4650 | 5900 | 7750 | 9300 | 11800 | 15500 | 17650 | W |
| Maximum DC Power @208V | - | 5100 | - | 7750 | - | - | 15500 | W |
| Transformer-less, Ungrounded | Yes | | | | | | | |
| Maximum Input Voltage | 480 | | | | | | | Vdc |
| Nominal DC Input Voltage | 380 | | | | 400 | | | Vdc |
| Maximum Input Current @240V ⁽²⁾ | 8.5 | 10.5 | 13.5 | 16.5 | 20 | 27 | 30.5 | Adc |
| Maximum Input Current @208V ⁽²⁾ | - | 9 | - | 13.5 | - | - | 27 | Adc |
| Max. Input Short Circuit Current | 45 | | | | | | | Adc |
| Reverse-Polarity Protection | Yes | | | | | | | |
| Ground-Fault Isolation Detection | 600k Ω Sensitivity | | | | | | | |
| Maximum Inverter Efficiency | 99 | 99.2 | | | | | | % |
| CEC Weighted Efficiency | 99 | | | | | | 99 @ 240V 98.5 @ 208V | % |
| Nighttime Power Consumption | < 2.5 | | | | | | | W |

⁽¹⁾ For other regional settings please contact SolarEdge support

⁽²⁾ A higher current source may be used; the inverter will limit its input current to the values stated

/ Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/
SE7600H-US / SE10000H-US / SE11400H-US

| Model Number | SE3000H-US | SE3800H-US | SE5000H-US | SE6000H-US | SE7600H-US | SE10000H-US | SE11400H-US |
|--|---|-------------|-------------|-------------------------------------|------------|-------------|-------------|
| ADDITIONAL FEATURES | | | | | | | |
| Supported Communication Interfaces | RS485, Ethernet, ZigBee (optional), Cellular (optional) | | | | | | |
| Revenue Grade Data, ANSI C12.20 | Optional ⁽³⁾ | | | | | | |
| Inverter Commissioning | with the SetApp mobile application using built-in Wi-Fi Access Point for local connection | | | | | | |
| Rapid Shutdown - NEC 2014 and 2017 690.12 | Automatic Rapid Shutdown upon AC Grid Disconnect | | | | | | |
| STANDARD COMPLIANCE | | | | | | | |
| Safety | UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07 | | | | | | |
| Grid Connection Standards | IEEE1547, Rule 21, Rule 14 (HI) | | | | | | |
| Emissions | FCC Part 15 Class B | | | | | | |
| INSTALLATION SPECIFICATIONS | | | | | | | |
| AC Output Conduit Size / AWG Range | 1" Maximum / 14-6 AWG | | | 1" Maximum /14-4 AWG | | | |
| DC Input Conduit Size / # of Strings / AWG Range | 1" Maximum / 1-2 strings / 14-6 AWG | | | 1" Maximum / 1-3 strings / 14-6 AWG | | | |
| Dimensions with Safety Switch (HxWxD) | 17.7 x 14.6 x 6.8 / 450 x 370 x 174 | | | 21.3 x 14.6 x 7.3 / 540 x 370 x 185 | | | in / mm |
| Weight with Safety Switch | 22 / 10 | 25.1 / 11.4 | 26.2 / 11.9 | 38.8 / 17.6 | | | lb / kg |
| Noise | < 25 | | | <50 | | | dBA |
| Cooling | Natural Convection | | | | | | |
| Operating Temperature Range | -40 to +140 / -40 to +60 ⁽⁴⁾ | | | | | | |
| Protection Rating | NEMA 4X (Inverter with Safety Switch) | | | | | | |

⁽³⁾ Revenue grade inverter P/N: SExxxxH-US000BNC4

⁽⁴⁾ Full power up to at least 50°C / 122°F; for power de-rating information refer to: <https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf>

Power Optimizer

For North America

P320 / P340 / P370 / P400 / P405 / P505

POWER OPTIMIZER



PV power optimization at the module-level

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Mitigates all types of module mismatch losses, from manufacturing tolerance to partial shading
- Flexible system design for maximum space utilization
- Fast installation with a single bolt
- Next generation maintenance with module-level monitoring
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)
- Module-level voltage shutdown for installer and firefighter safety

/ Power Optimizer

For North America

P320 / P340 / P370 / P400 / P405 / P505

| Optimizer model (typical module compatibility) | P320 (for 60-cell modules) | P340 (for high-power 60-cell modules) | P370 (for higher-power 60 and 72-cell modules) | P400 (for 72 & 96-cell modules) | P405 (for thin film modules) | P505 (for higher current modules) | | |
|---|--|--|---|------------------------------------|------------------------------------|--------------------------------------|---------|---------|
| INPUT | | | | | | | | |
| Rated Input DC Power ⁽¹⁾ | 320 | 340 | 370 | 400 | 405 | 505 | W | |
| Absolute Maximum Input Voltage (Voc at lowest temperature) | 48 | | 60 | 80 | 125 ⁽²⁾ | 87 ⁽²⁾ | Vdc | |
| MPPT Operating Range | 8 - 48 | | 8 - 60 | 8 - 80 | 12.5 - 105 | 12.5 - 87 | Vdc | |
| Maximum Short Circuit Current (Isc) | 11 | | | 10.1 | | 14 | Adc | |
| Maximum DC Input Current | 13.75 | | | 12.5 | | 17.5 | Adc | |
| Maximum Efficiency | 99.5 | | | | | | | % |
| Weighted Efficiency | 98.8 | | | | | 98.6 | | % |
| Overvoltage Category | II | | | | | | | |
| OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREEDGE INVERTER) | | | | | | | | |
| Maximum Output Current | 15 | | | | | | | Adc |
| Maximum Output Voltage | 60 | | | | 85 | | | Vdc |
| OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREEDGE INVERTER OR SOLAREEDGE INVERTER OFF) | | | | | | | | |
| Safety Output Voltage per Power Optimizer | 1 ± 0.1 | | | | | | | Vdc |
| STANDARD COMPLIANCE | | | | | | | | |
| EMC | FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3 | | | | | | | |
| Safety | IEC62109-1 (class II safety), UL1741 | | | | | | | |
| Material | UL94 V-0, UV Resistant | | | | | | | |
| RoHS | Yes | | | | | | | |
| INSTALLATION SPECIFICATIONS | | | | | | | | |
| Maximum Allowed System Voltage | 1000 | | | | | | | Vdc |
| Compatible inverters | All SolarEdge Single Phase and Three Phase inverters | | | | | | | |
| Dimensions (W x L x H) | 129 x 153 x 27.5 / 5.1 x 6 x 1.1 | | | 129 x 153 x 33.5 / 5.1 x 6 x 1.3 | 129 x 159 x 49.5 / 5.1 x 6.3 x 1.9 | 129 x 162 x 59 / 5.1 x 6.4 x 2.3 | mm / in | |
| Weight (including cables) | 630 / 1.4 | | | 750 / 1.7 | 845 / 1.9 | 1064 / 2.3 | gr / lb | |
| Input Connector | Single or dual MC4 ⁽³⁾ | | | | | | | |
| Input Wire Length | 0.16 / 0.52 | | | | | | | m / ft |
| Output Wire Type / Connector | Double Insulated / MC4 | | | | | | | |
| Output Wire Length | 0.9 / 2.95 | | | 1.2 / 3.9 | | | | m / ft |
| Operating Temperature Range ⁽⁴⁾ | -40 - +85 / -40 - +185 | | | | | | | °C / °F |
| Protection Rating | IP68 / NEMA6P | | | | | | | |
| Relative Humidity | 0 - 100 | | | | | | | % |

⁽¹⁾ Rated power of the module at STC will not exceed the optimizer "Rated Input DC Power". Modules with up to +5% power tolerance are allowed

⁽²⁾ NEC 2017 requires max input voltage be not more than 80V

⁽³⁾ For other connector types please contact SolarEdge

⁽⁴⁾ For ambient temperature above +85°C / +185°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Technical Note for more details.

| PV System Design Using a SolarEdge Inverter ⁽⁵⁾⁽⁶⁾ | | Single Phase HD-Wave | Single phase | Three Phase 208V | Three Phase 480V | | |
|---|---------------------------|---|--------------|---------------------|----------------------|---|--|
| Minimum String Length (Power Optimizers) | P320, P340, P370, P400 | 8 | | 10 | 18 | | |
| | P405 / P505 | 6 | | 8 | 14 | | |
| Maximum String Length (Power Optimizers) | | 25 | | 25 | 50 ⁽⁷⁾ | | |
| Maximum Power per String | | 5700 (6000 with SE7600-US - SE11400-US) | 5250 | 6000 ⁽⁸⁾ | 12750 ⁽⁹⁾ | W | |
| Parallel Strings of Different Lengths or Orientations | Yes | | | | | | |

⁽⁵⁾ For detailed string sizing information refer to: http://www.solaredge.com/sites/default/files/string_sizing_na.pdf

⁽⁶⁾ It is not allowed to mix P405/P505 with P320/P340/P370/P400 in one string

⁽⁷⁾ A string with more than 30 optimizers does not meet NEC rapid shutdown requirements; safety voltage will be above the 30V requirement

⁽⁸⁾ For SE14.4KUS/SE43.2KUS: It is allowed to install up to 6,500W per string when 3 strings are connected to the inverter (3 strings per unit for SE43.2KUS) and when the maximum power difference between the strings is up to 1,000W

⁽⁹⁾ For SE30KUS/SE33.3KUS/SE66.6KUS/SE100KUS: It is allowed to install up to 15,000W per string when 3 strings are connected to the inverter (3 strings per unit for SE66.6KUS/SE100KUS) and when the maximum power difference between the strings is up to 2,000W

S-5!®

The Right Way!™

NEW
DESIGN

The concept of combining photovoltaic arrays with standing seam metal roofing is growing—and for good reasons. A standing seam metal roof has a life expectancy consistent with that of framed PV modules—a 30-year power source on a 40-year roof, along with zero-penetration technology, creates the most sustainable roof system available with alternative power generation, all without compromising the roof manufacturer's warranty! PV Kit 2.0 is also a great solution for attaching PV modules directly to many exposed fastener roofs when paired with S-5! brackets.

S-5! has introduced a new and improved PV Kit, boasting an improved installation experience for PV mounting technology. The kit comes preassembled with either the MidGrab or EdgeGrab for easier and more efficient installation. The kits were designed with thread lock on the standoff bolt so that the grab will seat to the PV Module frame by using one tool to drive the top bolt, eliminating a step required in the previous PV Kit. The PV Kit 2.0 features bonding teeth, which are more aggressive to secure a better ground path. No lugs or wire required except to connect one string of modules to another and to ground the system.

The S-5 PV Kit 2.0 is built to save you time and money —
The Right Way™ to install solar to your metal roof.

The right way to attach almost anything to metal roofs!

PV Kit™ 2.0 Features:

Pre-assembled kit saves time and money

Only *one tool* needed for installation

Bolt head uses standard hex bit tip which is provided

Improved single piece EdgeGrab installs with ease

Low profile bolt head provides a sleek and clean finish

Also available in black by special order only

MidGrab leaves 1" gap between modules, allowing reduction per ASCE7

UL 2703 Listed

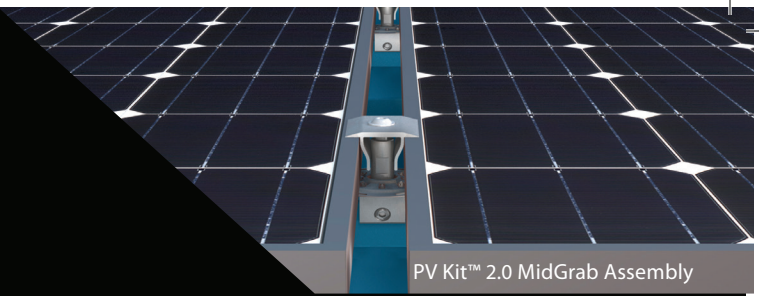
PV Kit™ 2.0 EdgeGrab Assembly

PV Kit™ 2.0 MidGrab or EdgeGrab



888-825-3432 | www.S-5.com |





PV Kit™ 2.0 MidGrab Assembly

PV Kit™ 2.0: New Design



The PV Kit 2.0 is furnished with the hardware shown at right, excluding the attachment clamp, which is supplied separately. The PV Kit 2.0 is compatible with most common metal roofing materials, including copper.

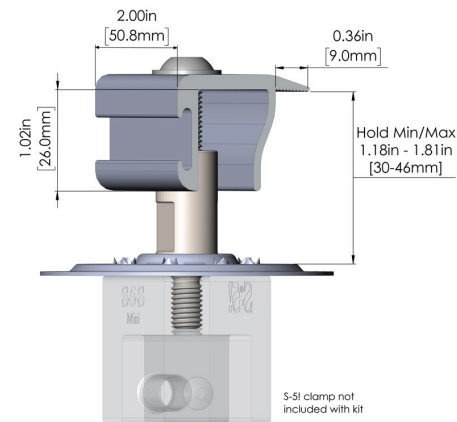
The Module Placement Bevel Guide makes the module placement easier. The mounting disk is multi-directional and rails are not required. The PV grab ears, holding the solar panels in place, are broader to allow for ease of installation and precise module engagement.

Accommodating module thicknesses between 33 and 46mm, the PV Kit 2.0 fits the majority of solar panels on the market. Using the S-5! mini clamps, it fits most standing seam metal roofs. When paired with other S-5! products, the PV Kit 2.0 and EdgeGrab or MidGrab will also work on most exposed fastener including corrugated metal roofs. The MidGrab is designed to fit mid conditions (two adjacent panels), while the new EdgeGrab is designed specifically for end conditions.

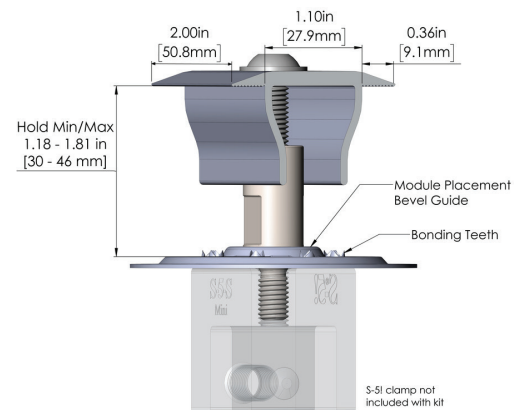
Wind dynamics are complex; thus, each system should be reviewed by a qualified licensed professional who understands wind effects prior to purchase and installation. For more detailed information including specifications, installation instructions, and CAD drawings, visit www.S-5.com or your PV Kit 2.0 distributor.

The PV Kit 2.0 continues to be the easiest, most cost-effective way to install solar panels directly to standing seam and exposed fastener metal roofs, remaining the most popular choice worldwide.

PV Kit 2.0™ EdgeGrab



PV Kit 2.0™ MidGrab



** Patents pending. Certain components featured in illustration may not be UL listed. Due to the variety of attachment needs, S-5-PV Kit 2.0 are sold separately from S-5! clamps.*

S-5!® Warning! Please use this product responsibly!

The independent lab test data found at www.S-5.com can be used for load-critical designs and applications.

Products are protected by multiple U.S. and foreign patents. For published data regarding holding strength, fastener torque, patents, and trademarks, visit the S-5! website at www.S-5.com. Copyright 2018, Metal Roof Innovations, Ltd. S-5! products are patent protected.

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AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less*

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

- (2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Devin Hester

5/2/2023

Signature

Date

AFFIDAVIT

Comes the Affiant, Devin Hester, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Devin Hester and he/she is the individual submitting the proposal or is the authorized representative of Solar Energy Solutions, LLC, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Rhodes Patrick Thompson

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Devin Hester on this the 2 day

of May, 2023.

My Commission expires: 2/8/27

KYNP66600
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Devin Hester

Signature

Solar Energy Solutions, LLC

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Solar Energy Solutions, LLC

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African-American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|------------------|-------|-----------------------------------|---|--------------------|---|---|---|--|---|-----------------------------------|---|---|---|---|---|-------|----|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | | | 3 | | | | | | | | | | | | | | 3 |
| Professionals | | 15 | | | | | | | | | | | | | | | 15 |
| Superintendents | | | | | | | | | | | | | | | | | |
| Supervisors | | | | | | | | | | | | | | | | | |
| Foremen | | 4 | | 1 | | | | | | | | | | | | | 5 |
| Technicians | | 19 | | 2 | | 2 | | | | | | | | | | | 23 |
| Protective | | | | | | | | | | | | | | | | | |
| Para- | | | | | | | | | | | | | | | | | |
| Office/Clerical | | 1 | | | | | | | | | | | | | | | 1 |
| Skilled Craft | | | | | | | | | | | | | | | | | |
| Service/Maintena | | | | | | | | | | | | | | | | | |
| Total: | | 39 | 3 | 3 | | 2 | | | | | | | | | | | 44 |

Prepared by: Devin Hester, Commercial Sales Engineer Date: 05 / 02 / 2023
 (Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Solar Energy Solutions, LLC

Complete Address: 1038 Brentwood Ct. Lexington 40511
Street City Zip

Contact Name: Devin Hester Title: Commercial Sales Engineer

Telephone Number: 859.300.2456 Fax Number: _____

Email address: devin@sesre.com



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP-23-2023 (Solar PV Installation at Gainesway Neighborhood Center)

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|----------------|----------------------|--------------------------------|---------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Solar Energy Solutions, LLC
Company
5/1/2023
Date

Devin Hester
Company Representative
Commercial Sales Engineer
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # RFP-23-2023 (Solar PV Installation at Gainesway Neighborhood Center)

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

| SUBSTITUTED MWDBE Company Name, Address, Phone, Email | MWDBE Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|---|--|----------------------|-----------------------------|--------------------------------|---------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Solar Energy Solutions, LLC

Company

5/2/2023

Date

Devin Hester

Company Representative

Commercial Sales Engineer

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP-23-2023 (Solar PV Installation at Gainesway Neighborhood Center)

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

| | |
|--|---|
| Company Name Solar Energy Solutions, LLC | Contact Person Devin Hester |
| Address/Phone/Email Address: 1038 Brentwood Ct. Lexington, KY 40511 Phone: 859.300.2456 Email: devin@sesre.com | Bid Package / Bid Date RFP-23-2023 (Solar PV Installation at Gainesway Neighborhood Center) Bid Date: 5/3/2023 |

| MWDBE Company Address | Contact Person | Contact Information (work phone, Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|-----------------------|----------------|---|----------------|--------------------------|---|---|---|---------|
| | | | | | | | | |
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| | | | | | | | | |
| | | | | | | | | |

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Solar Energy Solutions, LLC

Company

5/2/2023

Date

Devin Hester

Company Representative

Commercial Sales Engineer

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # RFP-23-2023 (Solar PV Installation at Gainesway Neighborhood Center)

Total Contract Amount Awarded to Prime Contractor for this Project \$31,786.97

| | |
|---|---|
| Project Name/ Contract # RFP-23-2023 (Solar PV Installation at Gainesway Neighborhood Center) | Work Period/ From: _____ To: _____ |
| Company Name: Solar Energy Solutions, LLC | Address: 1038 Brentwood Ct. Lexington, KY 40511 |
| Federal Tax ID: 20-496767 | Contact Person: Devin Hester |

| Subcontractor Vendor ID (name, address, phone, email) | Description of Work | Total Subcontract Amount | % of Total Contract Awarded to Prime for this Project | Total Amount Paid for this Period | Purchase Order number for subcontractor work (please attach PO) | Scheduled Project Start Date | Scheduled Project End Date |
|---|---------------------|--------------------------|---|-----------------------------------|---|------------------------------|----------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Solar Energy Solutions, LLC

Company

Devin Hester

Company Representative

5/2/2023

Date

Commercial Sales Engineer

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP-23-2023 (Solar PV Installation at Gainesway Neighborhood Center)

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Solar Energy Solutions, LLC

Company
5/2/2023

Date

Devin Hester

Company Representative
Commercial Sales Engineer

Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according

- to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Devin Hester

Signature

5/2/2023

Date

RFP 42-2023 Price Proposal Form Solar PV Installations

| | |
|--|---------------------|
| Gainesway Neighborhood Center, 600 Campus Way | |
| Array Modules | \$ 7,410.60 |
| Inverter(s) & Monitoring System | \$6,632.26 |
| Electrical & Wiring Materials | \$ 3,267.90 |
| Ballast & Framing System | \$ 2,086.21 |
| Labor | \$12,390.00 |
| Other w/ Description | \$0.00 |
| Owner Allowance (mandatory) | \$2,500.00 |
| TOTAL | \$ 34,286.97 |

Devin Hester

Printed Name of Authorized Representative

Commercial Sales Engineer

Title of Authorized Representative

Devin Hester

Signature of Authorized Representative

