



**DESIGN/BUILD & INSTALLATION
SERVICES
PHOTOVOLTAIC (PV) PROJECT PROPOSAL**

CUSTOMER

Lexington-Fayette

Urban County Government

PROJECT

RFP #30-2020 Solar PV Installations

Fire Station #7- 3307 Tates Creek Road

Fire Station #15- 3308 Shillito Park Road

Lexington, Kentucky

ROOF MOUNTED SOLAR ARRAY



Steve Killian

Stevekillian@boydcat.com

502-774-4441 Ext.71140

The logo for BOYD, featuring the word "BOYD" in a bold, black, sans-serif font on a yellow rectangular background.The logo for CAT, featuring the word "CAT" in a bold, white, sans-serif font on a black rectangular background, with a yellow triangle pointing upwards below the letter "A".

Lexington-Fayette

Urban County Government

RFP #30-2020 Solar PV Installations

Bid Date Due: November 12, 2020 @ 2 p.m. EST

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RFP #30-2020 PROPOSAL FORMAT

Company Profile: Provide name, address, year established, year of first solar PV installation, and number full time employees. Elaborate on company's focus on solar with respect to other services. Elaborate on company's impact and presence in Lexington.

Whyne Supply now Boyd Company, was established in 1913 and incorporated in 1959. Since 1959, the Company has had a presence and facility in Lexington. In 2017, the Company built a new, improved and expanded facility in Lexington, 90,000 sq ft, located at 1900 Jaggie Fox Way, at an investment of \$12+ million. This facility is home to approx. 120 employees currently. Boyd Company has been serving Kentucky and southern Indiana with quality Caterpillar products and services for 105+ years, construction equipment, mining equipment, agriculture equipment, trucks/truck engines and power generation equipment. Caterpillar first introduced their Hybrid Microgrid products in 2015 including solar, energy storage, and microgrid controls. At that time, Boyd Company became engaged in the renewable energy market, assembled a team of professionals and have been providing "turn-key" solar solutions.

Project Experience: Quantify the number of solar PV installations less than 15 KW for each of the years 2020, 2019 and 2018. Provide a detailed description of at least two roof-mounted projects from those years. Describe your experience with project permitting and interconnection experience with Kentucky Utilities. **Please see Section 5 of this proposal for project experience and references, solar projects, sizes from 7KW-2.5MW. Regarding interconnection with KU, we just finished an installation at a farm in New Haven, KY. The farm was quite large, we installed a small 6.75KW ground mount array connected to KU and a 23.4KW ground mount array connected to Salt River Electric. One customer, 2 solar arrays, 2 interconnections, 2 utilities. In addition through LGE/KU Business Solar Program, we are the only partner so far selected to install for them. For LG&E and KU, we have completed a 30KW roof mounted solar array at Louisville Archdiocese, and a 200KW ground mounted solar array at Makers Mark. Our Team just recently received the contract (not yet for public announcement) for Phase 3 option phase 4 for the LG&E Solar Share project, each phase 500KW to eventually total 8MW system. We know the folks at LGE/KU involved in their solar programs quite well. Our Team has completed approx. 18 projects 2018, 56 projects 2019, and 85 projects 2020 so far of 15KW or less.**

Project Team: Provide name of key team members, professional certifications, industry experience, and workload capacity. Only profile individuals that will directly be working on the project. Clearly identify the project manager and the use of sub-contractors. **See Section 4 of this proposal for our Project Team, key members, resumes, and certificates.**

Technical Approach: Describe the approach and design of your proposed system. Submit a separate plan for each location, if applicable. Requirements:
Narrative. Describe the selection of materials and design relative to the facility and surroundings. Explain how the design maximizes output in a cost-effective manner.

Caterpillar MicroGrid products include Cat branded monocrystalline PV modules and SMA Sunny Boy inverters which for single phase interconnections have proved highly successful in applications at this scale. These products are backed by Caterpillar warranty and the direct product support and service Boyd CAT is known for.

CAT's monocrystalline PV module allow for a high concentration of solar PV with fewer modules and electrical components, including the Tigo optimizers. Optimizers enhance string performance and are critical to meeting NEC 2017 Rapid Shutdown system requirements.

Modules will be mounted in parallel to the roof plan using Iron Ridge Racking. Iron Ridge is well regarded in the solar industry for its structural integrity and effectiveness in preventing leaks and roof damage. Our design does not include conductor routing and penetration through the roof for routing conductors, and instead will route DC conduit from the roof to two single phase SMA inverters on the exterior of the building. These inverters will be combined at an AC Combiner and fused AC Disconnect before interconnection at a tap connection in the Main Service Panel. The tap connector will eliminate any concern for breaker space, condition of the panel. This work can be done with limited interruption (possibly less than 5-10 minutes) due to electrical disruption and keeps the vast majority of labor outside of Fire house work and ready spaces.

Proposed timeline from Notice to Proceed to Substantial Completion:

Material availability 2-6 weeks from order, 2 weeks onsite installation and completion per Fire Station.



ADDENDUM #1

RFP Number: #30-2020

Date: October 15, 2020

Subject: Solar PV Installations

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

1. Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

2. Posting of revised Proposal Price Form (See attachment RFP 20-2020 Proposal Price Form Rev A.xlsx). If your price for one or both stations is \$50,000 or greater you must enter a separate price for your Performance Bond.
3. A Pre-Proposal meeting will be held at 10:00am on Wednesday, October 28th. Interested parties should meet at Fire Station #7 at 3307 Bates Creek Road Lexington, KY 40502 (adjacent to Lansdowne Shopping Center).

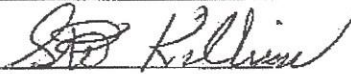
Todd Slatin, Director
Division of Central Purchasing



All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: BOYD COMPANY

ADDRESS: 1400 CECIL AVENUE LOUISVILLE KY 40211

SIGNATURE OF BIDDER: STEVE KILLIAN 



RFP 30-2020 Price Proposal Form Revision A Solar PV Installations

Fire Station #7, 3307 Tates Creek Road	
Modules	\$ 6,775 ⁰⁰
Inverter(s) & Monitoring System	\$ 5,845 ⁰⁰
Electrical & Wiring Materials <i>OPTIMIZERS</i>	\$ 8,295 ⁰⁰
Labor	\$ 6,420 ⁰⁰
Structural Verification Letter	\$ 4,660 ⁰⁰
Other w/ description <i>RACKING</i>	\$ 3,580 ⁰⁰
Owner Allowance (mandatory)	\$ 5,000.00
TOTAL Price for Fire Station #7	\$ 40,575⁰⁰
Fire Station #15, 3308 Shillito Park Road	
Modules	\$ 6,775 ⁰⁰
Inverter(s) & Monitoring System	\$ 5,845 ⁰⁰
Electrical & Wiring Materials <i>OPTIMIZERS</i>	\$ 8,295 ⁰⁰
Labor	\$ 6,420 ⁰⁰
Structural Verification Letter	\$ 4,660 ⁰⁰
Other w/ description <i>RACKING</i>	\$ 3,580 ⁰⁰
Owner Allowance (mandatory)	\$ 5,000.00
TOTAL Price for Fire Station #15	\$ 40,575⁰⁰
Price for Performance Bond (Only required if your total price for one or both stations is \$50,000 or greater)	<i>\$ 11.⁰⁰ / \$ 1000.⁰⁰ TOTAL PRICE + TAXES</i>

STEVE KILLIAN

Printed Name of Authorized Representative

SALES / PROJECT MGR.

Title of Authorized Representative

[Signature] 11-10-2020

Signature of Authorized Representative

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

ADDENDUM #2

RFP Number: #30-2020

Date: October 28, 2020

Subject: Solar PV Installations

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

Pre-proposal sign is attached.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Boyd Company

ADDRESS: 1400 Cecil Avenue Louisville KY 40211

SIGNATURE OF BIDDER: Sto Killian 11-10-2020





Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #30-2020 Solar PV Installations** to be provided in accordance with terms, conditions and specifications established herein.

Online proposals will be received at <https://lexingtonky.ionwave.net/> until **2:00 PM**, prevailing local time, on **November 12, 2020**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received (uploaded to <https://lexingtonky.ionwave.net/>) by the Division of Central Purchasing before the date and time set for opening proposals.

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

A Pre-Proposal meeting will be held at 10:00am on Wednesday, October 28th. Interested parties should meet at Fire Station #7 at 3307 Tates Creek Road Lexington, KY 40502 (adjacent to Lansdowne Shopping Center).

The Proposer must upload one (1) electronic version in PDF format to <https://lexingtonky.ionwave.net/>.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available workforce in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

See page 40 for scoring criteria

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be addressed to:

Todd Slatin, Director
Division of Central Purchasing
tslatin@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, STEVE KILLIAN-BOYD COMPANY, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is STEVE KILLIAN and he/she is the individual submitting the proposal or is the authorized representative of BOYD COMPANY, 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.

Steve Killion

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Steve Killion on this the 5 day of November, 2020

My Commission expires: June 17, 2022

Amy L. Cornwell
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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 disability.

- 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:

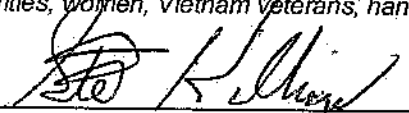
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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:

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



Signature



Name of Business

WORKFORCE ANALYSIS FORM

SEE SECTION 2

Name of Organization: BOYD COMPANY

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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ Date: ____/____/____
 (Name and Title) Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names

and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. 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 to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
 - h. 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.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms 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.

m. Included documentation of quotations received from interested MWDBE firms 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.

n. 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

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

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	tyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	859-257-7668
	Shirie Mack	smack3@email.uky.edu	859-257-7666
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozydeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP # 30-2020

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.	WORK PERFORMED DOES NOT REQUIRE OR ALLOW FOR ANY SUBCONTRACTOR WORK		
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.

Boyd Company
Company

11-10-2020
Date

STEVE KILLIAN
Company Representative

SALES / PROJECT MGR.
Title



LFUCG MWDBE SUBSTITUTION FORM
 Bid/RFP/Quote Reference # RFP #90-2020

The substituted MWDBE 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.

Boyd Company
 Company

11-10-2020
 Date

STEVE KILLIAN
 Company Representative

SALES / PROJECT MGR.
 Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # RFP # 30-2020

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

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
<i>WORK PERFORMED DOES NOT REQUIRE OR ALLOW FOR ANY SUBCONTRACTOR WORK.</i>								

(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.

Boyd Company
 Company

STEVE KILLIAN
 Company Representative

11-10-2020
 Date

SALES / PROJECT MGR
 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. In order to measure that goal LFUCG will track spending with MWDBE vendors 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 #30-2020

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

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
WORK PERFORMED DOES NOT ALLOW OR REQUIRE ANY SUBCONTRACTOR WORK.							

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.

Boyd Company
 Company
11-10-2020
 Date

STEVE KILLIAN
 Company Representative
SALES / PROJECT MGR
 Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP # 30-2020

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 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 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 of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 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 to determine their level of interest.

- _____ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce.

- _____ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- _____ Made an effort to offer assistance to or refer interested MWDBE firms 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 MWDBE firms 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 participation.

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. Documentation of Good Faith Efforts are to 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.

Boyd Company
Company

11-10-2020
Date

STEVE KILLIAN
Company Representative

SALES / PROJECT MGR.
Title

WORK PERFORMED DOES NOT
REQUIRE OR ALLOW FOR ANY
SUBCONTRACTOR WORK.

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, 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. 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.

20. 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.



Signature

11-10-2020
Date

Firm Submitting Proposal: Boyd Company

Complete Address: 1400 CECIL AVE LOUISVILLE KY 40211
Street City Zip

Contact Name: STEVE KILLIAN Title: SALES / PROJECT MGR.
OFFICE 502-774-4441
CELL 502-751-7520

Telephone Number: _____ Fax Number: _____

Email address: STEVE.KILLIAN@BOYDCORP.COM

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Professional Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-

insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONSULTANT understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG

may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

00471865

RFP 30-2020 Solar PV Installations

SCOPE OF WORK

Locations

3307 Tates Creek Road, Fire Station #7

3308 Shillito Park Road, Fire Station #15

Introduction

LFUCG is soliciting proposals from qualified solar PV providers to design and install roof-mounted solar photovoltaic systems at Fire Stations #7 and #15. Respondents shall have demonstrated experience designing, planning, scheduling, permitting and constructing complete solar electric systems, and have relationships with/knowledge of local utilities.

Respondents may submit proposals for one or both locations. LFUCG reserves the right to award one or more contracts on the bids submitted or to reject any and all bids.

Award(s) under this RFP may not be based solely on the lowest price but will be made to the respondent(s) with the overall best value proposal. Proposals will be evaluated and scored based on the evaluation criteria defined herein.

System Requirements

Photovoltaic panels shall be roof mounted on the southernmost roof face exclusively.

All power generation and transmission equipment shall be UL listed for its designed use. Construction must comply with current adopted building codes, which includes: International Building Code, National Electric Code.

Modules shall be UL1703 listed and California Energy Commission (CEC) listed with 25-year output performance warranty greater than 84% over 25 years. Eligible module manufacturers: LG Electronics, SunPower, Panasonic ECO Solutions, Jinko Solar, Hanwha Q Cells, Trina Solar, First Solar.

Inverters shall be UL1741 listed and CEC listed* with weighted efficiency of 95% or higher. Eligible inverter manufacturers: LG Electronics, SunPower, Jinko Solar, SMA America, Fronius USA, Enphase Energy, SolarEdge Technologies.

** Updates to the CEC inverter list were discontinued in February 2020. Non-CEC listed inverters are subject to approval by LFUCG.*

The system shall include a Web-based monitoring solution to display solar electricity generation data.

Exterior conduit shall be liquid tight. Flexible conduit lengths shall not exceed 24 inches.

Contractor Requirements

The contractor is responsible for the assessment of the building structural integrity, roof condition and shading limitations. Prior to installation, the contractor shall provide a letter from a structural engineer with Professional Engineer stamp, verifying the integrity of the existing facility to handle additional weight load of proposed PV system.

The contractor is responsible for all permitting related to the design and installation of the system.

Under no circumstances shall the contractor disable electrical service to the building or secondary circuits within the building without authorization from LFUCG.

Under no circumstances shall the contractor obstruct access to the facility or driveways.

The contractor is responsible for documenting the condition of the roof and, specifically, any damages that exist prior to construction.

The contractor is responsible for the construction safety plan to include, at a minimum, all applicable OSHA workplace safety and Personal Protective Equipment (PPE) requirements.

Performance Verification: The contractor shall review generation data and provide a report to LFUCG to demonstrate that system output is meeting expectations. Two reports are required: (1) after 30 days and (2) prior to the expiration of workmanship warranty.

The contractor shall achieve substantial completion within 120 calendar days of Notice to Proceed. Substantial Completion is defined as LFUCG having beneficial use of the photovoltaic system.

Guidelines

The system should be sized to maximize output in a cost-effective manner. Using the entirety of the roof area is permissible, but is not an objective.

Modules should lay in a plane parallel to the roof.

Mounting system should limit roof penetrations.

Conduit penetrations should be minimized. Interior runs are preferred.

Modifications to the electrical distribution should not fill all spaces in the panel or sub-panel (i.e. leave room for future circuits).

Installation should minimize electrical downtime to the facility.

Proposal Format

Company Profile: Provide name, address, year established, year of first solar PV installation, and number full time employees. Elaborate on company's focus on solar with respect to other services. Elaborate on company's impact and presence in Lexington.

Project Experience: Quantify the number of solar PV installations less than 15 KW for each of the years 2020, 2019 and 2018. Provide a detailed description of at least two roof-mounted projects from those years. Describe your experience with project permitting and interconnection experience with Kentucky Utilities.

Project Team: Provide name of key team members, professional certifications, industry experience, and workload capacity. Only profile individuals that will directly be working on the project. Clearly identify the project manager and the use of sub-contractors.

Technical Approach: Describe the approach and design of your proposed system. Submit a separate plan for each location, if applicable. Requirements:

Narrative. Describe the selection of materials and design relative to the facility and surroundings. Explain how the design maximizes output in a cost-effective manner. Comment on electrical downtime and other impacts to LFUCG operations.

Panel, inverter, racking specifications

Equipment and workmanship warranties

Exhibits showing proposed layouts and single line diagrams, including electrical panel modifications

Exhibits showing roof and wall penetrations, racking anchor, sealing details

PVWatts Results indicating production of the proposed system

Use TMY3 weather data for Bluegrass Airport and a commercial rate of \$0.12 per kWh

Proposed monitoring solution

Proposed timeline from Notice to Proceed to Substantial Completion

Price Proposal: Complete the itemization below to determine a lump sum price to complete the scope of work, inclusive of overhead and profit. Submit a separate price proposal for each location, if applicable. The total(s) must equal the values on the signed Price Proposal form (page 42).

Modules	\$
Inverter(s) & Monitoring System	\$
Electrical & Wiring Materials	\$
Labor	\$
Structural Verification Letter	\$
Other w/ description	\$
Owner Allowance (mandatory)	\$5,000
TOTAL	\$

The Owner Allowance is exclusively for owner-directed work beyond the proposal. Reimbursements for allowance work shall be authorized by LFUCG in advance and in writing to the contractor.

Exceptions: any exceptions to the requirements herein must be specifically identified in this section.

Evaluation Criteria

LFUCG will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation. If respondents submit for both locations, each location will be evaluated and scored separately.

Company Profile / Experience	20 points
Project Team	15 points
Technical Approach	30 points
Price Proposal	35 points
TOTAL	100 points (per location)

Supplemental

California Energy Commission – Solar Equipment Lists

<https://www.energy.ca.gov/programs-and-topics/topics/renewable-energy/solar-equipment-lists>

PV Watts

<https://pvwatts.nrel.gov/pvwatts.php>

**RFP 30-2020 Price Proposal Form
Solar PV Installations**

Fire Station #7, 3307 Tates Creek Road	
Modules	\$
Inverter(s) & Monitoring System	\$
Electrical & Wiring Materials	\$
Labor	\$
Structural Verification Letter	\$
Other w/ description	\$
Owner Allowance (mandatory)	\$5,000.00
TOTAL	\$
Fire Station #15, 3308 Shillito Park Road	
Modules	\$
Inverter(s) & Monitoring System	\$
Electrical & Wiring Materials	\$
Labor	\$
Structural Verification Letter	\$
Other w/ description	\$
Owner Allowance (mandatory)	\$5,000.00
TOTAL	\$

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Online Questions & Answers

Event Information

Number: RFP-30-2020 Addendum 1
Title: Solar PV Installations
Type: Request For Proposal
Issue Date: 10/14/2020
Question Deadline: 10/30/2020 02:00 PM (ET)
Response Deadline: 11/12/2020 02:00 PM (ET)

Published Questions

Question Would you be sharing the electric bills from both Fire Stations to complete the Solar Panels design? If yes, when would you be making them available?

Answer STATION #7 Billing Period Bill Begin Date Bill End Date Meter Cost kWh Peak KW 202008
2020-08-07 2020-09-08 \$795.94 6261 17 202007 2020-07-09 2020-08-07 \$805.98 6291 18.9
202006 2020-06-09 2020-07-09 \$665.10 5104 16.5 202005 2020-05-07 2020-06-09 \$607.51
4619 14.9 202004 2020-04-07 2020-05-07 \$374.13 2815 13.9 202003 2020-03-09 2020-04-
07 \$377.72 2828 12.6 202002 2020-02-07 2020-03-09 \$402.14 3068 11.2 202001 2020-01-
09 2020-02-07 \$367.63 2726 10.6 201912 2019-12-09 2020-01-09 \$417.33 3116 11.1
201911 2019-11-05 2019-12-09 \$422.93 3253 11.8 201910 2019-10-07 2019-11-05 \$334.79
2482 12.3 201909 2019-09-06 2019-10-07 \$623.75 4857 17.6 201908 2019-08-08 2019-09-
06 \$642.23 5023 18 201907 2019-07-10 2019-08-08 \$663.16 5100 15.3 201906 2019-06-06
2019-07-10 \$687.92 5222 15.1 201905 2019-05-08 2019-06-06 \$536.31 4178 15.9 201904
2019-04-05 2019-05-08 \$389.22 3287 15.6 201903 2019-03-07 2019-04-05 \$287.37 2419
13.7 201902 2019-02-07 2019-03-07 \$335.78 2873 13.9 201901 2019-01-08 2019-02-07
\$413.11 3541 13.3 201812 2018-12-10 2019-01-08 \$351.99 2925 13.9 201811 2018-11-06
2018-12-10 \$406.70 3532 14.5 201810 2018-10-08 2018-11-06 \$371.29 3188 12.7 201809
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18.7 201807 2018-07-10 2018-08-08 \$647.76 5708 15.9 201806 2018-06-08 2018-07-10
\$765.99 6712 16.5 201805 2018-05-08 2018-06-08 \$635.49 5553 17.1 201804 2018-04-05
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2018-02-07 2018-03-07 \$352.19 2762 13.9 201801 2018-01-06 2018-02-07 \$447.42 3509
13.5 201712 2017-12-07 2018-01-06 \$434.55 3499 13.9 201711 2017-11-07 2017-12-07
\$340.93 2726 12.7 201710 2017-10-05 2017-11-07 \$403.90 3323 15.7 201709 2017-09-08
2017-10-05 \$471.68 4036 14.5 STATION #15 Billing Period Bill Begin Date Bill End Date
Meter Cost kWh Peak KW 202008 2020-08-04 2020-09-02 \$702.52 5519 19.2 202007 2020-
07-06 2020-08-04 \$792.37 6180 19.1 202006 2020-06-03 2020-07-06 \$802.85 6192 19.2
202005 2020-05-05 2020-06-03 \$572.02 4369 17.8 202004 2020-04-02 2020-05-05 \$520.03
3996 15.7 202003 2020-03-04 2020-04-02 \$447.64 3403 17 202002 2020-02-05 2020-03-04
\$433.15 3356 15.1 202001 2020-01-07 2020-02-05 \$467.41 3536 14.9 201912 2019-12-05
2020-01-07 \$554.76 4222 15.6 201911 2019-11-02 2019-12-05 \$517.34 4063 14.1 201910
2019-10-02 2019-11-02 \$514.44 3944 14.3 201909 2019-09-05 2019-10-02 \$672.39 5297
18.5 201908 2019-08-05 2019-09-05 \$779.81 6139 20.2 201907 2019-07-05 2019-08-05
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\$612.74 5343 16.9 201804 2018-04-03 2018-05-04 \$427.90 3607 14.6 201803 2018-03-02
2018-04-03 \$435.43 3648 15.7 201802 2018-02-01 2018-03-02 \$436.64 3494 14.5 201801
2018-01-05 2018-02-01 \$463.51 3646 15.2 201712 2017-12-05 2018-01-05 \$494.79 4028
16.9 201711 2017-11-01 2017-12-05 \$471.90 3895 15.2 201710 2017-10-04 2017-11-01
\$444.71 3691 15.8 201709 2017-09-05 2017-10-04 \$501.54 4312 18.3

Asked 10/17/2020 02:03 PM (ET)



Andy Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF EEO AND CONTRACT COMPLIANCE

Room 395, Capitol Annex
702 Capital Avenue
Frankfort, Kentucky 40601
(502) 564-2874
Fax (502) 564-1055

Holly M. Johnson
Secretary

Yvette M. Smith
Executive Director

March 26, 2020

ATTENTION: Boyd Cat

Subject: Certification

Your company has been certified to do business with the Commonwealth of Kentucky pursuant to Kentucky's Equal Employment Opportunity Act, KRS 45.550 to 45.640. The one-year certification **expires March 30, 2021.**

You will receive a recertification notice at least ten (10) business days before the expiration date.

Please call (502) 564-2874 if you have questions regarding your certification.

Sincerely,

A handwritten signature in blue ink that reads "Yvette M. Smith".

Yvette M. Smith
Executive Director



The Company and Walker Machinery
10001 Linn Station Road
Louisville, KY 40223
502.774.4441 tel

Equal Employment Opportunity Policy Statement

As the President & CEO of Whyane Supply Company and Cecil I. Walker Machinery Company ("the Company"), I am committed to the principles of equal employment opportunities. Therefore, the Company has set forth definite steps of positive action to meet its legal and moral responsibilities thereunder.

It is the Company's policy to recruit, offer, and employ individuals for all positions without regard to race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, family status, pregnancy status, ancestry, sexual orientation, gender identity, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic, as provided under applicable Federal or State laws. Directors, Managers, Supervisors, and Human Resources professionals employed by the Company will further the principal of equal opportunity in making decisions in their respective areas of responsibility, including but not limited to hiring, promotion, demotion, discharge, and in the administration of all personnel policies and benefits. Therefore, it is the policy of the Company not to discriminate because of race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, family status, pregnancy status, ancestry, sexual orientation, gender identity, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristics, and to take affirmative action to employ and advance in employment qualified minorities, females, veterans and individuals with disabilities, at all levels within the Company. The Company will ensure that all employment actions, including but not limited to recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation, will be administered without regard to protected status or characteristics outlined above. The Company will also provide qualified applicants and employees who are disabled veterans or individuals with disabilities with needed reasonable accommodations, as required by law, and will ensure that all employment decisions are based only on valid job requirements.

The Company prohibits harassment of employees and applicants because of race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, family status, pregnancy status, ancestry, sexual orientation, gender identity, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristics, and will communicate this policy and conduct training to try to prevent any harassment or discrimination before it occurs. The Company prohibits retaliation against employees and applicants for filing a complaint, opposing any discriminatory act or practice, assisting or participating in any manner in a review, investigation, or hearing or otherwise seeking to obtain legal rights under any Federal, State, or local EEO Law requiring equal employment opportunity for protected status or characteristic outlined above. Prohibited retaliation includes, but is not limited to, harassment, intimidation, threats, coercion or other adverse actions that might dissuade someone from asserting their rights.

In furtherance of the Company's policy regarding affirmative action and equal employment opportunity, the Company has developed a written Affirmative Action Program that sets forth the policies, practices, and procedures that the Company is committed to in order to ensure that its policy of nondiscrimination and affirmative action for qualified protected status or characteristic outlined above is accomplished. This Affirmative Action Program is available for inspection by any employee or applicant for employment upon request, during normal business hours, in the Company's Human Resources office. Interested persons should contact Human Resources at 502-774-4441.

The Company recognizes, and is proud of, both its policy to not discriminate and to further equal opportunity in its workplace with regard to the above "traditional" considerations of diversity, but also of its inclusion of a vast array of diverse individuals in its employment utilizing the innovative and more inclusive uses of that term as it is recognized in the 21st Century. The Company has long been a leading employer in Kentucky, Southern Indiana, West Virginia, Southeast Ohio, and has provided to thousands of individuals, training, education, and employment, beyond that available throughout most of the region. Its employees come from the diverse cultural, economic, and geographic backgrounds contained in the region.

In order to ensure equal employment opportunity and affirmative action throughout all levels of the Company, I have designated the Human Resources Manager, Derrick Chesser, as the Equal Employment Opportunity (EEO) Officer for the Company. The EEO Officer will establish and maintain an internal audit and reporting system that will track and measure the effectiveness of The Company's Affirmative Action Program and show where additional action is needed to meet The Company's objectives. Any applicant or employee who has a disability and needs access to this Policy Statement in a different format should contact the Human Resources Manager. In addition, employees may voluntarily self-identify as an individual with a disability or a protected veteran at any time by contacting the Human Resources Manager.

Monty L. Boyd
President & CEO

AFFIRMATIVE ACTION PROGRAM

BEGINNING JANUARY 1, 2020

ENDING DECEMBER 31, 2020

FOR

WHAYNE SUPPLY COMPANY

LEXINGTON LOCATION

I. Confidential Trade Secret Materials

This Affirmative Action Plan (AAP) contains confidential information which is subject to the provisions of 18 U.S.C. 1905. Chrysler Corp v. Brown, 441 U.S.281, 19 FEP 475 (1979); equal employment opportunity for Individuals with Disabilities, 41 CFR 60-741.44(a); and equal employment opportunity for Protected Veterans, 41 CFR 60-300.44(a). Copies of this AAP and all related appendices, documents, and supports data are made available on loan to U.S. Government upon the request of said Government on the condition that the Government holds them totally confidential and no release of copies to any persons whatsoever. This AAP and all its supporting documents contain confidential information which may reveal, directly or indirectly, Whayne Supply Company's (hereinafter "Whayne Supply") plans for business or geographical expansion or contraction. Whayne Supply considers this AAP to be exempt from disclosure, reproduction, and distribution under the Freedom of Information Act upon the grounds, among others, that such material constitutes: (1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. 5529(b)(6); (2) confidential, commercial, or financial information, which is exempt from disclosure under 5 U.S.C. 552(b)(4); (3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. 552(b)(7)(c); and (4) matters specifically exempted from disclosure by statute, which are exempt from disclosure under 5 U.S.C. 552(b)(3). Notice is hereby given of the request pursuant to Title 41 Code of Federal Regulations, Part 60-60.4(d), that portions of this AAP be kept confidential. Whayne Supply does not consent to the release of any information whatsoever contained in this AAP, under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this AAP was loaned to such Government, or is considering a request for release of this AAP under the Freedom of Information Act, a request is hereby made that the Government immediately notify the President of Whayne Supply of any and all Freedom of Information Act requests received by the government or any other contemplated release of this AAP by the Government which relates to information obtained by the Government from Whayne Supply. Whayne Supply further requests that every individual who has any contact with this AAP or its supporting data treat such information as completely confidential and that such information not be released or provided to any person or entity. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

Policy Statement
Equal Employment Opportunity Policy Statement

January 1, 2020

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Monty L. Boyd
President & CEO

PURPOSE, POLICY AND RESPONSIBILITY

1. Purpose

To set forth the policy of Whayne Supply Company pertaining to equal opportunity employment and affirmative action for employees and applicants for employment

2. Policy

The policy of the Whayne Supply Company is the same as that of the Company, stated in the Company's Policy letter dated January, 2020.

3. Responsibility

In order to communicate and implement this policy within the Company and its branch operations, the following responsibilities are recognized;

- a) The Human Resources Manager will be primarily responsible for overall compliance with this policy within the Company and its branch operations. The Human Resources Manager will function as the Company's Affirmative Action Director.
- b) The Human Resources Manager is delegated the responsibility for coordinating the program within the Company and its branch operations.
- c) All branch operations managers and supervisors are responsible for compliance with the policy and for following through to see that all employees in their respective operations observe the policy in letter and spirit.
- d) As the Company's Affirmative Action Director, the Human Resources Manager's responsibilities shall include:
 - (1) Developing policy statements, affirmative action plans, internal and external communication techniques.
 - (2) Assisting in the identification of problem areas.
 - (3) Assisting line management in arriving at solutions to problems.
 - (4) Designing and implementing audit and reporting systems that will
 - (i) Measure effectiveness of the Company's program,
 - (ii) Indicate need for remedial action,
 - (iii) Determine the degree to which the contractor's objectives have been attained.
 - (5) Serve as liaison between the Company and enforcement agencies.
 - (6) Serve as liaison between the Company and minority organizations, women's organizations and community and government groups concerned with employment opportunities of minorities, women, individuals with disabilities, and veterans.
 - (7) Keeping management informed of latest developments in the entire equal opportunity area.

DISSEMINATION AND IMPLEMENTATION OF POLICY

1. The President is responsible for overseeing the establishment of this program and is responsible for implementation of this program together with the Human Resources Manager.

They participated in establishing the objectives of this program, and are committed to full support in seeing that the Company and its branch operations achieve fair and equal opportunity in all phases of employment. They will direct changes when necessary to ensure that the program goals and timetables are given good faith effort of achievement.

2. The Human Resources Manager is responsible for the administration of this plan and recommending corrective action where necessary in order to enforce compliance. This position will have the responsibility for correcting any deficiencies that may exist or may appear in the future to exist and to maintain records necessary for this program. Included in these responsibilities will be the following:
 - a) The development and revision of the Affirmative Action Plan policy statements, personnel policies and procedures, internal and external dissemination and communication of the policy, and monitoring the effectiveness of these actions.
 - b) Ensure the efforts to recruit, hire, train and promote in all job classifications without regard to race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, mental status, family status, ancestry, sexual orientation, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic as provided under the applicable Federal or State laws.
 - c) Promotion decisions are in accord with the principle of equal employment opportunity by imposing only valid requirements for promotional opportunities. Decisions based on employment so as to further the principle of equal employment opportunity.
 - d) Ensure the review of all personnel processes to assure careful, thorough and systematic consideration of the job qualifications of known disabled veteran applicants, Vietnam era veteran applicants, and individuals with disabilities for job vacancies filled either by hiring or promotion and for all training opportunities.
 - e) Ensure that all other personnel and employee relation activities such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, social and recreation programs will be administered without regard to race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, mental status, family status, ancestry, sexual orientation, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic as provided under the applicable Federal or State laws.
 - f) Review company employment practices to determine whether the personnel programs provide the required affirmative action for employment and advancement of qualified disabled veterans, veterans of the Vietnam era and individuals with disabilities. Keep management and current employees informed of its obligation to engage in efforts to employ qualified minorities, females, veterans, disabled veterans, veterans of the Vietnam era, and individuals with disabilities
 - g) Ensure review of all physical and mental job qualification requirements to ensure that, to the extent qualification requirements tend to screen out qualified disabled veterans, Vietnam era veterans, and individuals with disabilities they are job related and are consistent with business necessity and the safe performance of the job.
 - h) Ensure that the Company will make a reasonable accommodation to the physical and mental limitations of a disabled veteran, Vietnam era veterans, and individuals with disabilities, unless the Company can demonstrate that such an accommodation would impose an undue hardship on the conduct of the Company's business.
 - i) Develop solutions for any identified problem areas.

- j) Monitor the effectiveness of the program on a continuing basis through the development and implementation of a reporting system that measures the effectiveness of the program.
- k) Inform President & Chief Executive Officer and Executive Committee of equal opportunity progress and/or problems quarterly.
- l) Ensure the contents of company bulletin boards have required information posted and up-to-date.
- m) Ensure Human Resources department serves as a liaison between Wayne Supply and outreach and recruitment sources for protected individuals
- n) Serve as a liaison between Wayne Supply and enforcement agencies.

3. Responsibilities of Managers and Supervisors

It is the responsibility of all managers and supervisors to implement the Affirmative Action Program as follows:

- a) Assisting in the identification of problem areas, formulating solutions, and establishing departmental goals and objectives when necessary;
- b) Reviewing the qualifications of all applicants and employees to ensure qualified individuals are treated in a nondiscriminatory manner when hiring, promotion, transfer, and termination actions occur; and
- c) Reviewing the job performance of each employee to assess whether personnel actions are justified based on the employee's performance of his or her duties and responsibilities.

4. Wayne Supply has internal procedures to communicate its obligation to engage equal opportunity and affirmative action efforts to employ and advance in employment qualified protected individuals. Wayne Supply's procedures are designed to foster understanding, acceptance, and support among all employees and to encourage them to help Wayne Supply meet this obligation. Wayne Supply will disseminate our Equal Employment Opportunity and Affirmative Action Program policy internally as follows:

- a) Conduct special meetings with management and supervisory personnel to explain intent of the policy and their responsibility for effective implementation.
- b) Notify other employees by bulletin board and periodic meetings, discussing policy and explaining individual employee responsibility.
- c) Discuss the policy during employee orientation.
- d) Post policy on Company bulletin boards.
- e) Publish policy periodically in Company communications.
- f) Ensure that EEO posters are properly displayed on Company bulletin boards at all facilities.
- g) Wayne Supply makes copies of its Affirmative Action Plan available for inspection to any employee or applicant upon request. Wayne Supply also incorporates the company's Affirmative Action and Equal Opportunity Policies into the employee handbook and updates the handbook, as needed. Employee handbooks are given to all current employees when updated and an acknowledgement receipt is requested from each employee. All new employees receive an employee handbook on their first day of employment. Also, Wayne Supply's Affirmative Action and Equal Opportunity Policies are on posters which are placed on bulletin boards located throughout Wayne Supply locations and facilities. Additionally, the Affirmative Action and Equal Employment Policies are located on Wayne Supply's internal companywide intranet

website in the electronic version of the employee handbook, which is posted clearly on the Human Resources area of the intranet.

5. Whyne Supply will disseminate the Equal Opportunity and Affirmative Action Program policy externally as follows:
 - a) Inform all recruiting sources, including State employment agencies, educational institutions and social service agencies of the Company policy, as stated in the letter from our President in Section I, above.
 - b) Whyne Supply's recruiting efforts, materials, and online resources direct applicants, recruiters, State employment agencies, local employment services, and educational institutions, all direct to Whyne Supply's careers website, as this is the only means for applying for openings, which states the company's Equal Employment Opportunity and Affirmative Action Policies.
 - c) Incorporate the Equal Employment Opportunity clause in all purchase orders, contracts, etc., covered by Executive Order 11246, as amended, and its implementing regulations. Whyne Supply spreads awareness of the company's Equal Employment Opportunity and Affirmative Action Policies to customers, contractors, subcontractors, vendors, and suppliers through the Terms and Conditions webpage of the company website, as applicable documents direct these parties to this website page.
 - d) Management and supervisory training is provided, and continues to be developed, in individual learning, online, and classroom setting formats, which provide affirmative action and equal opportunity training. Additionally, quarterly Management conference calls are hosted, which periodically support and address affirmative action and equal opportunity initiatives and obligations

Review of Personnel Processes

In order to comply with the requirement to "periodically review" its personnel processes, Whyne Supply reviews its personnel processes regularly, but at least annually, to determine whether its present procedures assure careful, thorough, and systematic consideration of the qualifications of individuals without regard to race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, mental status, family status, ancestry, sexual orientation, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic; ensuring practices allow for equal opportunity and are not discriminatory in any way. As part of this, Whyne Supply ensures that its personnel processes do not stereotype individuals in a manner which limits their access to all jobs for which they are qualified. All procedures related to the filling of job vacancies by hire or by promotion, as well as to all training opportunities offered or made available to employees are reviewed.

Based upon Whyne Supply's review of its personnel processes, Whyne Supply will modify the personnel processes when necessary, and will include the development of new procedures in this Affirmative Action Program to ensure equal employment opportunity.

Opportunity to Self-Identify as a protected veteran, race, or individual with a disability

In February of 2014, Whyne Supply began inviting all applicants to voluntarily self-identify as a protected veterans and/or as an individual with a disability before an offer of employment is

made, in compliance with 41 CFR 60-300.42(a) in the manner prescribed by OFCCP (in an area of the Employment Application not visible to Hiring Managers or Supervisors). Wayne Supply had for many years prior to February of 2014 invited all applicants to voluntarily inform Wayne Supply of the applicant's race. Wayne Supply also continues to invite applicants to self-identify post-offer regarding race, protected veteran status, and/or as an individual with a disability. Wayne Supply has a separate electronic file where it stores all self-identify information separate from employment applications, personnel files, and employee medical/confidential files. Through its open door policy and Americans with Disabilities Act (ADA) policy, Wayne Supply gives all employees the opportunity to self-identify as disabled at any time. In compliance with 41 CFR 60-741.42(c), Wayne Supply invited all of its current employees to voluntarily self-identify whether they are an individual with disabilities via paper forms in June 2017 per Wayne Supply's 2017 Affirmative Action Program, and will plan to do so every five years thereafter. Form CC-305 OMB Control Number 1250-0005 was utilized and confidential envelopes were provided to be returned to Human Resources and then these forms were filed in a separate confidential file from the employee personnel file.

Review of Physical and Mental Job Qualification Standards

To comply with the requirement to "periodically review" its physical and mental job qualification standards, Wayne Supply reviews the physical and mental job qualifications of each job opening before it is publicly internally and externally posted to ensure that, to the extent that such qualification requirements tend to screen out qualified disabled veterans and individuals with disabilities, they are related to the job(s) in question and consistent with business necessity and the safe performance of the job. Wayne Supply also conducts a periodic review of job qualification standards to ensure that, to the extent that such qualification requirements tend to screen out qualified individuals with disabilities, they are job-related and consistent with business necessity.

Wayne Supply will continue to review physical and mental job qualification requirements whenever a job vacancy will be filled through either hiring or promotion and will conduct a qualifications review whenever job duties change.

In 2018, Wayne Supply updated lifting requirements on all job qualifications as a part of the Company's assessment of the Physical and Mental Job Qualification Standards, in an effort to have more reasonable requirements, lessening the lifting requirement for all positions to better accommodate.

Only Department of Transportation physical examinations are required by Wayne Supply, for applicable jobs. No medical questionnaires are used in any of Wayne Supply's hiring processes.

If Wayne Supply should inquire into an applicant's physical or mental condition or should conduct a medical examination, Wayne Supply affirms that such inquiries or exams will be conducted in accordance with the VEVRAA and the Section 503 regulations and that information obtained as a result of the inquiry or exam will be kept confidential, except as otherwise provided for in the VEVRAA and Section 503 regulations. The results of the examination or inquiry will only be used in accordance with the VEVRAA and Section 503 regulations.

Reasonable Accommodation

Wayne Supply continues its longstanding commitment to making reasonable accommodation to the known physical or mental limitations of qualified disabled veterans and individuals with disabilities unless such accommodation would impose an undue hardship on the conduct of its business. Wayne Supply commits to engaging in an interactive process with the person requesting the accommodation (or their representative), as needed, to determine an appropriate accommodation. Undue hardship will be determined by assessing whether the requested accommodation, and any other potential accommodations, would cause significant difficulty or expense, as provided for in VEVRAA and Section 503 regulations.

When an employee with a known disability has significant difficulty performing his or her job and it is reasonable to conclude that the performance problem may be related to the known disability, the employee is confidentially notified of the performance problem and asked if the problem is related to the disability. If the employee indicates that the performance problems are related to his or her disability, the employee is asked if reasonable accommodation is needed.

Wayne Supply will also ensure that all requests for reasonable accommodation and any medical or disability-related information provided to Wayne Supply will be treated as confidential medical records and maintained in a separate medical file.

Wayne Supply has established reasonable accommodation procedures and Wayne Supply's employee handbook explains and specifically states: The Company will make appropriate reasonable accommodations to allow individuals with a disability or a perceived disability to perform the essential functions of their position, unless such accommodation would impose an undue hardship on the operation of the business.

The employee handbook was last reviewed, revised, and distributed to all current employees on January 1, 2018. All new employees receive a copy of the employee handbook. Wayne Supply has interactive process procedures and reasonable accommodation procedures in place.

Anti-Harassment Procedures and Prohibition Against Retaliation

Employees and applicants of Wayne Supply will not be subject to harassment because of race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, mental status, family status, ancestry, sexual orientation, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic. Any employee or applicant who believes that they have been subject to harassment should promptly contact a manager in their chain of command, or promptly contact Human Resources at 502-774-4441 for assistance. Employees or applicants may also file a written complaint with the office of the Manager of the Human Resources department, 10001 Linn Station Road Louisville KY 40223.

Retaliation, including intimidation, threat, coercion, or discrimination, against an employee or applicant because they have objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law regarding protected status is prohibited.

Retaliation, including intimidation, threat, or coercion, against an employee or applicant because they have objected to discrimination, engaged or may engage in filing a complaint, assisted in a review, investigation, or hearing or have otherwise sought to obtain their legal rights under any Federal, State, or local EEO law regarding protected status or characteristic. Any employee or applicant who believes that they have been subject to retaliation should contact the office of the Manager of the Human Resources Department at 502-774-4441 for assistance.

Wayne Supply's Harassment Policy is communicated to all employees and supervisors through its employee handbook. The employee handbook was last reviewed, revised, and distributed to all employees on January 1, 2018. All new employees receive a copy of the employee handbook. Wayne Supply has a compliant process in place which is described in the employee handbook.

Training is provided in rotation on the identification and prevention of harassment to all Wayne Supply employees. Furthermore, Wayne Supply monitors its environment for the presence of any forms of harassment, intimidation, or coercion and, where warranted, takes corrective action. Training is provided on the identification and prevention of harassment to all new Wayne Supply employees. Training is provided on the identification and prevention of harassment to all current and new Wayne Supply supervisors and managers.

Workforce Analysis

Pursuant to 41 CFR 60-2.11(c), attached hereto is a workforce analysis for Wayne Supply, identified as Exhibit 1. In accordance with 41 CFR 60-2.11(c), there are no formal progression lines or usual promotion sequences between the work units. Generally speaking however, officials and managers will be promoted from within the job title to management positions over those same job titles (i.e. managers of crafts workers are likely, at one point, to have been craft workers themselves).

Job Group Analysis

Wayne Supply believes that the information provided in the Workforce Analysis (Exhibit 1) embodies appropriate job group delineations. The job groups shown on Exhibit 1, general speaking, have similar content, wage rates, and opportunities within them. As noted in the Workforce Analysis, there is no clearly marked line of progression between these jobs. In other words, service workers may, by education and/or experience, be qualified at some point to become laborers, but generally will not have the qualifications to become either operative or craft workers may quickly obtain. Similarly the job groups of administrative support workers, sales workers, technicians, professionals, and officials and managers are generally not groups from which one would expect individuals employed in the groups listed below them on the Workforce Analysis to progress, except the position of manager of the craft workers and operatives; however, they may do so. A list of job titles in these job groups is as follows:

Job Group Analysis

A First/Mid-Level Officials and Managers

Controller	LOU
Executive Vice President & Chief Financial Officer	LOU
Management Trainee Coop	PAD
Manager Application Development	LOU
Manager Benefits & Compliance	LOU
Manager Branch	ASH, BWG, COR, EVL, HAZ, LEX, LOU, PKV
Manager Business Intelligence	LOU
Manager Central Purchasing & Office Services	LOU
Manager Communications	LOU
Manager Continuous Improvement Solutions	LOU
Manager Credit	LOU
Manager Customer Experience	LOU
Manager Desktop & Server Operations	LOU
Manager Electric Power Products	LOU
Manager Equipment Solutions	LOU
Manager Fleet & Facility Operations	LOU
Manager General Agribusiness	PAD
Manager General Credit	LOU
Manager General On Highway	LOU
Manager General Parts Operations	LOU
Manager General Rental	LOU
Manager General Service Operations	LOU
Manager Help Desk	LOU
Manager Human Resources & Organizational Development	LOU
Manager Information Services	LOU
Manager Inventory Control	LOU
Manager Machine Order	LOU
Manager Marketing	LOU
Manager Parts	ASH, COR, EVL, LEX, LOU
Manager Parts Operations	LOU
Manager Parts Sales Center	LOU
Manager Payroll & 401K	LOU
Manager Power Systems Rental & Used	LOU
Manager Product Support	LOU
Manager Product Support On Highway	LOU
Manager Product Support Power Systems	LEX
Manager Product Support Sales	LOU
Manager Regional Rental	COR
Manager Rental	ASH, BWG, EVL, LEX, LOU, PKV

Manager Rental Assets	LOU
Manager Rental Inventory	LOU
Manager Rental Product Support	LOU
Manager Rental Sales	LOU
Manager Retail Finance	LOU
Manager Safety & Compliance	LOU
Manager Sales	EVL, LOU, PAD
Manager Service	COR, EVL, LEX, LOU, PKV
Manager Service Operations Branch	LOU
Manager Store	BWG, LEX, LOU, PAD
Manager Tax & Corporate Secretary	LOU
Manager Technical Resources & Database	LOU
Manager Training & Development	LOU
Manager Used Equipment	LOU
Supervisor Accounts Payable	LOU
Supervisor Accounts Receivable	LOU
Supervisor Central Dispatch	LOU
Supervisor Lab	LOU
Supervisor Lubricants Operations	LOU
Supervisor Maintenance	LOU
Supervisor Parts	COR, EVL, HAZ, LOU, PKV
Supervisor Parts Sales Center	LOU
Supervisor Service	ASH, BWG, COR, EVL, HAZ, LEX, LOU, PAD, PKV
Supervisor Used Parts	LOU
Vice President Branch Operations Manager	PAD
Vice President Customer Solutions	LOU
Vice President Mining Sales	COR
Vice President Power Systems	LOU
Vice President Product Support	LOU
Vice President Regional Operations	LOU
Vice President Sales	LOU

B Professionals

Accountant	LOU
Assistant Controller	LOU
Assistant Credit Manager	LOU
Business Analyst	LOU
Business Specialist	LOU
Communications Analyst	LOU
Credit Analyst	LOU
Manager Executive Office	LOU
Pilot	LOU
Programmer Analyst	LOU
Project Manager	LOU

Recruiter Product Support Technical	LOU
Senior Programmer Analyst	LOU
Senior Systems Analyst	LOU
Senior Technical Communicator	EVL, HAZ, LOU
Senior Training Instructor	LOU
Specialist Benefits	LOU
Specialist Business Systems	LOU
Specialist Customer Agreements	LOU
Specialist Drive Train	LOU
Specialist Employee Services	ASH, COR, EVL, LEX, LOU, PKV
Specialist Events	LOU
Specialist Exchange	LOU
Specialist Help Desk Support	LOU
Specialist Human Resources & Recruiting	LOU
Specialist Machine Order	LOU
Specialist Marketing Communications	LOU
Specialist Parts Claims	LOU
Specialist Parts Strategy	LOU
Specialist Product Application	LOU
Specialist Rental Support	LOU
Specialist Undercarriage	PKV
Supervisor eCommerce	LOU
System Administrator	LOU
Technical Communicator	LEX
Technical Communicator & Trainer	LOU
Technical Support Analyst Level 1	LOU

D Sales Workers

Business Development Representative	LEX
Cat Certified Operator Instructor	LOU, PAD
Customer Rental Representative	ASH, BWG, COR, EVL, LEX, LOU, PAD, PKV
Inside Product Support Representative	COR, LOU
Inside Sales Representative	BWG, EVL, HAZ, LEX, LOU
Parts Counter Sales Representative	ASH, BWG, COR, HAZ, LEX, LOU, PAD, PKV
Parts Sales Coordinator	COR, EVL, HAZ, LEX, LOU, PAD, PKV
Product Support Account Representative	EVL, HAZ, LEX, PKV
Product Support Representative	ASH, BWG, COR, EVL, HAZ, LEX, LOU, PAD
Sales Representative Agriculture	BWG, EVL, LEX, LOU, PAD
Sales Representative Construction	ASH, BWG, COR, EVL, LEX, LOU, PAD, PKV
Sales Representative Energy Solutions	EVL, LEX, LOU
Sales Representative Lubricants	LOU, PKV
Sales Representative Marine	LOU
Sales Representative Mining	PKV
Sales Representative On Highway	BWG, HAZ, LEX, LOU

Sales Representative Paving	LEX
Sales Representative Rental	ASH, BWG, EVL, LEX, LOU, PAD
Sales Representative Technology	EVL, LEX, LOU, PAD
Sales Representative Used	LOU

E Administrative Support Workers	Clerk	COR
	Clerk Temp	BWG
	Coordinator	EVL, LOU
	Coordinator Temp	LOU
	Intern	LOU
	Lab Technician	LOU
	Receptionist	LOU
	Senior Clerk	BWG, LOU, PAD
	Senior Clerk T/L	LOU
	Senior Training Instructor	LOU
	Service Coordinator	ASH, BWG, COR, EVL, HAZ, LEX, LOU, PAD, PKV
	Service Writer	ASH, LEX, LOU
	Training Instructor	LOU
	Warranty Coordinator	LOU

F Craft Workers	#1 Boom Truck Driver	ASH, COR, EVL, HAZ, PKV
	#1 Component Rebuild Specialist	COR, LOU
	#1 Component Rebuild Specialist T/L	COR, LOU
	#1 Maintenance Technician	COR, EVL, HAZ, LOU, PKV
	#1 Preventive Maintenance Person	ASH, BWG, EVL, LEX, LOU
	#1 Shop Technician	ASH, BWG, COR, EVL, HAZ, LEX, LOU, PAD, PKV
	#1 Shop Technician T/L	ASH, LEX, LOU
	#1 Undercarriage Rebuilder	COR, EVL, HAZ, LOU, PKV
	#1 Warehouse Technician	LOU
	#1 Warehouse Technician T/L	LOU
	Advanced Services Technician	ASH, EVL, LOU
	Apprentice Mechanic	ASH, BWG, COR, EVL, LEX, LOU, PAD
	Apprentice Technician Co-op	ASH, LOU
	Component Rebuilder	COR
	Electric Power Field Technician	LOU
	Field Technician	ASH, BWG, COR, EVL, HAZ, LEX, LOU, PAD, PKV
	Field Technician T/L	HAZ, PAD
	Parts Person Temp	BWG
	Preventive Maintenance Person	EVL, PAD

Shop Technician	ASH, BWG, COR, EVL, HAZ, LEX, LOU, PAD, PKV
Shop Technician Temp	ASH
Technical Service Representative	COR, PKV
ThinkBIG Co-op	COR, EVL, HAZ, LEX, LOU, PAD
Undercarriage Rebuilder	EVL

G Operatives	
#1 Shop Welder	COR, EVL, LEX, LOU
#1 Shop Welder T/L	LEX
#1 Spray Paint Operator	COR, LOU
Equipment Delivery & Demonstrator	BWG, COR, EVL, LEX, LOU, PKV
Equipment Delivery & Demonstrator T/L	LOU
Field Service Welder	HAZ, LEX, LOU, PKV
Over Road Truck Driver	COR, EVL, PAD, PKV
Parts Delivery Driver Temp	LOU
Parts Truck Driver	ASH
Service Truck Driver	ASH
Shop Welder	LEX
Tool Room Attendant	EVL, LEX, LOU

H Laborers and Helpers	
#1 Parts Person	ASH, BWG, COR, EVL, HAZ, LEX, LOU, PAD, PKV
#1 Parts Person T/L	COR
General Utility Worker	EVL, LEX, LOU, PAD
Parts Person	BWG, COR, EVL, LEX, LOU, PKV
Parts Person T/L	LEX
Wash Rack Attendant	ASH, BWG, COR, LOU, PKV

ASH – Ashland
 BWG – Bowling Green
 COR – Corbin
 EVL – Evansville
 HAZ – Hazard
 LEX – Lexington
 LOU – Louisville
 PAD – Paducah
 PKV - Pikeville

Determining Availability Overall

External Availability

Whayne Supply Company has relied upon a number of sources (including its experience in recruiting and hiring in the workforce located in its geographical area and relevant census data) in attempting to arrive at valid statistics and goals regarding the availability of qualified minority and female candidates for each given job group.

The first consideration is statistical information regarding the geographic area from which the Lexington Branch attracts its workforce. Whayne Supply – Lexington Branch draws the majority of its employee population from the Lexington Metropolitan Area (MSA) and Grant County, Kentucky, which is its reasonable recruitment area. Based upon the 2010 estimated United States Census Bureau population and demographic calculations, Whayne Supply has determined that the population area from which it draws its employees is comprised of 82.2% whites not of Hispanic origin and 17.8% minorities. Whayne Supply has assumed, for the purpose of determining availability under this Affirmative Action Program, that 61.6% of the working population of its workforce area is female per United States Census Bureau statistics:

	Lexington Area: Counties within the Lexington Metro Area, Grant County
Population Total	496761
White only	408128
White only percentage	82.2%
Minority Total	88633
Minority Total percentage	17.8%
Female Total	252919
Female Total Percentage	50.9%
Civilian Labor Force Total	329683
Civilian Labor Force Total Percentage	66.4%
Female Civil Labor Force	305819
Female Civil Labor Force Percentage	61.6%

Whayne Supply Company's geographical location presents it with both impediments and opportunities with regard to affirmative action, depending upon whether that term is viewed strictly in terms of racial, national origin, gender, veteran, and/or individuals with disabilities of its available workforce, particularly for its skilled, specialized craft workers and their supervisors, as opposed to a more inclusive definition which recognized the need for affirmative action with regard to specific socio-economic groups that may otherwise not be considered subject to or available for affirmative action consideration.

The difficulty that Whayne Supply faces with regard to hiring for operatives (semi-skilled) and craft workers (skilled), which make up the majority of its non-office-based workforce, is that very

few females or minorities in the geographical area from which Whayne Supply draws its workers have the requisite education, training, experience, and ability to perform those jobs. For example, Whayne Supply has historically recruited potential employees for these positions at multiple locations of the Kentucky Community and Technical College System, Lincoln Tech - Nashville Auto Diesel College in Nashville, Tennessee, and Wabash Valley College in Southern Illinois. Additionally, Whayne Supply recruits at Ft. Knox Military Base and other regional Veteran Career Fairs and military transitioning to civilian workforce services. Even at these recruiting sources, however, the vast majority of candidates are white males and Whayne Supply has been generally unsuccessful in enticing candidates (regardless of ethnicity, sex, or other minority status) from other regional areas to change geographical area to live in Kentucky or Southern, Indiana for all job categories.

Whayne Supply further notes that, in making its initial employment decisions, it does not require candidates to provide information regarding their sex, minority, veteran, and/or disability status where hiring managers may view this information. Its application process is entirely online. Candidates access the Company website and complete an application and attach their resumes. The applicant is included on a list of potential candidates provided to Human Resources. Candidates' applications are sent to hiring managers and supervisors to review. Once this review has taken place, the candidates are contacted by the manager or supervisor and interviewed. As a result, Whayne Supply is unaware of the precise number of initial applicants for any position who may have protected status or characteristic. Whayne Supply continues to focus its efforts to hire diverse candidates for its craft workers from diesel mechanic schools as described above, as well as for all positions. Because the positions of manager and sales worker require technical expertise largely related to the jobs of the skilled and semi-skilled workers, Whayne Supply also faces difficulty in determining the availability of qualified minority candidates for those positions. When it is necessary to hire new candidates, Whayne Supply will continue to make efforts to hire qualified minority, female, veteran and individuals with disabilities candidates for those positions so that they may someday be in a position to become managers. Whayne Supply has completed minimal to moderately low hiring in the Appalachia area in the past few years due to financial and economic conditions of the company locations in that region and the overall geographical area being economically depressed. While the available workforce for these skilled positions is limited by factors largely out of its control with regard to traditionally considered minority categories, Whayne Supply's workforce is reflective of its efforts to provide highly-skilled and well-paying employment to hundreds of individuals in Appalachia, Ohio and Tennessee Valleys who likely would not otherwise be afforded the training and compensation levels that it offers.

Internal Availability

Whayne Supply Company has determined its internal pool of promotable, transferable, and trainable employees for its job groups within the organization to be its entire regional workforce. Although this may be uncommon, given the size of the company, nature of the industry, and types of positions available, it is very typical that employees may choose to move laterally, step down, or be promoted potentially significantly upward, all within a given Affirmative Action Program plan year. Examples of this include, but are not limited to:

- A Sales employee may be promoted to Supervisory, Management, or upper Management position, given their knowledge and understanding of the industry and customer base, and after expressing interest in a given opening
- A Service Supervisor or Manager or higher level Manager may become tired of the responsibility and schedule requirements and express interest in an open Clerk, Coordinator, Warranty Coordinator position etc. or other professional or administrative support position, which they would have the knowledge and skillset for the position, and may be interested in finishing their career in a less demanding role
- An individual with significant prior experience, knowledge, and skillset may be hired into a Parts Person, Utility, or other entry level position externally as a result of being laid off from another organization or in an effort “work their way up at Whyne,” and may quickly be promoted to a Supervisory role, if a role becomes open, the person expresses interest in the opening, and is determined the most qualified for the opening
- A Field Technician may grow tired of the responsibility of driving a Field Service Truck and/or going in and out of weather elements, and/or may decide a position less physically demanding is more appropriate: thus, they may apply to promote to be a Service Supervisor, express interest in stepping down to a Shop position, or express interest in an open Clerk role, all of which the individual would potentially have the required experience, knowledge, and skillset for those or other positions

All examples above have historically occurred commonly, among other similar examples, at all levels of the organization. With this, positions are posted internally prior to being posted externally, in an effort to give all employees the opportunity for advancement and in an effort to provide the opportunity for lateral movement or the option for someone to voluntarily step down into a role less physically and/or mentally demanding in an effort to provide career accommodations, so those individuals may potentially remain gainfully employed, if a career/position change may be helpful.

JOB GROUP UTILIZATION ANALYSIS (Minority)

A. Officials and Managers - Managers

1. Minority Population of the Wayne Supply Labor Area

The total minority population of the labor area is 88,633, or 17.8% of the population.

2. The External Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4 there is a 7.69% external availability of minorities available in the work force.

3. The Internal Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4 there is a 0.0% internal availability of minorities available in the work force.

4. The Weighted Total Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4 there is a 1.92% weighted availability of minorities available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 1.92%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

B. Professionals

1. Minority Population of the Wayne Supply Labor Area

The total minority population of the labor area is 88,633, or 17.8% of the population.

2. The External Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 13.26% external availability of minorities available in the work force.

3. The Internal Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 0.0% internal availability of minorities available in the work force.

4. The Weighted Total Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 5.30% weighted availability of minorities available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 5.30%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

C. Technicians

1. Minority Population of the Wayne Supply Labor Area

The total minority population of the labor area is 88,633, or 17.8% of the population.

2. The External Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 12.18% external availability of minorities available in the work force.

3. The Internal Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 0.0% internal availability of minorities available in the work force.

4. The Weighted Total Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 6.09% weighted availability of minorities available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 6.09%.
THE COMPANY LOCATION IS NEITHER UNDERUTILIZED NOR UTILIZED IN THIS AREA DUE TO
NO POSITIONS IN THIS CATEGORY

D. Sales

1. Minority Population of the Wayne Supply Labor Area

The total minority population of the labor area is 88,633, or 17.8% of the population.

2. The External Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 12.14% external availability of minorities available in the work force.

3. The Internal Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 0.0% internal availability of minorities available in the work force.

4. The Weighted Total Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 6.07% weighted availability of minorities available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 6.07%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

E. Administrative Support Workers

1. Minority Population of the Wayne Supply Labor Area

The total minority population of the labor area is 88,633, or 17.8% of the population.

2. The External Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 14.00% external availability of minorities available in the work force.

3. The Internal Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 0.0% internal availability of minorities available in the work force.

4. The Weighted Total Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is an 8.40% weighted availability of minorities available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 8.40%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

F. Craft Workers

1. Minority Population of the Wayne Supply Labor Area

The total minority population of the labor area is 88,633, or 17.8% of the population.

2. The External Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 16.33% external availability of minorities available in the work force.

3. The Internal Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 0.0% internal availability of minorities available in the work force.

4. The Weighted Total Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is an 8.17% weighted availability of minorities available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 8.17%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

G. Operatives

1. Minority Population of the Wayne Supply Labor Area

The total minority population of the labor area is 88,633, or 17.8% of the population.

2. The External Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 21.93% external availability of minorities available in the work force.

3. The Internal Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 0.0% internal availability of minorities available in the work force.

4. The Weighted Total Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 16.45% weighted availability of minorities available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 16.45%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

H. Laborers & Helpers

1. Minority Population of the Wayne Supply Labor Area

The total minority population of the labor area is 88,633, or 17.8% of the population.

2. The External Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 35.21% external availability of minorities available in the work force.

3. The Internal Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 0.0% internal availability of minorities available in the work force.

4. The Weighted Total Availability of Minorities Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 28.17% weighted availability of minorities available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 28.17%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

IV. JOB GROUP UTILIZATION ANALYSIS (Female)

A. Officials and Managers

1. Female Population of the Whayne Supply Labor Area

The total female population of the labor area is 252,919 or 50.9% of the population.

2. The External Availability of Females Having Requisite Skills in the Whayne Supply Labor Area

According to Exhibit 4, there is a 39.25% external availability of females available in the work force.

3. The Internal Availability of Females Having Requisite Skills in the Whayne Supply Labor Force

According to Exhibit 4, there is a 5.47% internal availability of females available in the work force.

4. The Weighted Total Availability of Females Having Requisite Skills in the Whayne Supply Labor Area

According to Exhibit 4, there is a 13.91% weighted availability of females available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 13.91%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

B. Professionals

1. Female Population of the Wayne Supply Labor Area

The total female population of the labor area is 252,919 or 50.9% of the population.

2. The External Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 54.55% external availability of females available in the work force.

3. The Internal Availability of Females Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 5.47% internal availability of females available in the work force.

4. The Weighted Total Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 25.10% weighted availability of females available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 25.10%
THE COMPANY IS UTILIZED IN THIS AREA

C. Technicians

1. Female Population of the Wayne Supply Labor Area

The total female population of the labor area is 252,919 or 50.9% of the population.

2. The External Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, here is a 59.70% external availability of females available in the work force.

3. The Internal Availability of Females Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 5.47% internal availability of females available in the work force.

4. The Weighted Total Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 32.59% weighted availability of females available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 32.59%.
THE COMPANY LOCATION IS NEITHER UNDERUTILIZED NOR UTILIZED IN THIS AREA DUE TO
NO POSITIONS IN THIS CATEGORY

D. Sales

1. Female Population of the Wayne Supply Labor Area

The total female population of the labor area is 252,919 or 50.9% of the population.

2. The External Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 51.13% external availability of females available in the work force.

3. The Internal Availability of Females Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 5.47% internal availability of females available in the work force.

4. The Weighted Total Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 28.30% weighted availability of females available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 28.30%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

E. Administrative Support Workers

1. Female Population of the Wayne Supply Labor Area

The total female population of the labor area is 252,919 or 50.9% of the population.

2. The External Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 74.01% external availability of females available in the work force.

3. The Internal Availability of Females Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 5.47% internal availability of females available in the work force.

4. The Weighted Total Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 46.59% weighted availability of females available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 46.59%
THE COMPANY IS UTILIZED IN THIS AREA

F. Craft Workers

1. Female Population of the Wayne Supply Labor Area

The total female population of the labor area is 252,919 or 50.9% of the population.

2. The External Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 4.78% external availability of females available in the work force.

3. The Internal Availability of Females Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 5.47% internal availability of females available in the work force.

4. The Weighted Total Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 5.12% weighted availability of females available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 5.12%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

G. Operatives

1. Female Population of the Wayne Supply Labor Area

The total female population of the labor area is 252,919 or 50.9% of the population.

2. The External Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 26.67% external availability of females available in the work force.

3. The Internal Availability of Females Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 5.47 % internal availability of females available in the work force.

4. The Weighted Total Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 21.37% weighted availability of females available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 21.37%
THE COMPANY IS **UNDERUTILIZED** IN THIS AREA

H. Laborers & Helpers

1. Female Population of the Wayne Supply Labor Area

The total female population of the labor area is 252,919 or 50.9% of the population.

2. The External Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is a 12.40% external availability of females available in the work force.

3. The Internal Availability of Females Having Requisite Skills in the Wayne Supply Labor Force

According to Exhibit 4, there is a 5.47% internal availability of females available in the work force.

4. The Weighted Total Availability of Females Having Requisite Skills in the Wayne Supply Labor Area

According to Exhibit 4, there is an 11.01% weighted availability of females available in the work force.

THE FINAL WEIGHTED AVAILABILITY FACTOR AND PLACEMENT GOAL IS 11.01%
THE COMPANY IS **UTILIZED** IN THIS AREA

IDENTIFICATION OF UTILIZATION AND PLACEMENT GOALS BY JOB GROUP.

Pursuant to 41 CRR 60 2.16, placement goals serve as objectives or targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire affirmative action program work. Placement goals also are used to measure progress toward achieving equal employment opportunity. Where, pursuant to 41 CFR 60 2.15, a contractor is required to establish a placement goal for a particular job group, the contractor must establish a percentage annual placement goal at least equal to the availability figure derived for women or minorities, as appropriate, for that job group, which Whayne Supply Company has determined per the table below. Placement goals may not be rigid and inflexible quotas, which must be met, nor are they to be considered as either a ceiling or a floor for the employment of particular groups. Quotas are expressly forbidden. In all employment decisions, Whayne Supply will make selections in a nondiscriminatory manner. Placement goals do not provide Whayne Supply with a justification to extend a preference to any individual, select an individual, or adversely affect an individual's employment status, on the basis of that person's race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, mental status, family status, ancestry, sexual orientation, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic. Placement goals do not create set-asides for specific groups, nor are they intended to achieve proportional representation or equal results. Placement goals will not be used to supersede merit selection principles and do not require the company to hire a person who lacks qualifications to perform the job successfully, or hire a less qualified person in preference to a more qualified one.

Utilization and placement goals by Job Group for the Lexington location:

	Total Employees Who Self-Identified	Total Female	Female %	Availability %	Utilized? Yes/No	Female Goal	Total Minority	Minority %	Availability %	Utilized? Yes/No	Minority Goal
Job Group	#	#					#				
A	11	0	0%	13.91%	N	13.91%	0	0%	1.92%	N	1.92%
B	1	1	100%	25.10%	Y	25.10%	0	0%	5.30%	N	5.30%
C											
D	17	0	0%	28.30%	N	28.30%	0	0%	6.07%	N	6.07%
E	6	3	50%	46.59%	Y	46.59%	0	0%	8.40%	N	8.40%
F	60	0	0%	5.12%	N	5.12%	0	0%	8.17%	N	8.17%
G	17	0	0%	21.37%	N	21.37%	0	0%	16.45%	N	16.45%
H	16	3	19%	11.01%	Y	11.01%	0	0%	28.17%	N	28.17%
TOTAL	128	7					0				

2020 plan year utilization can be compared to 2019 plan year goals:

	Total Employees Who Self-Identified	Total Female	Female %	Availability %	Utilized? Yes/No	Female Goal	Total Minority	Minority %	Availability %	Utilized? Yes/No	Minority Goal
Job Group	#	#					#				
A	19	1	5%	12.12%	N	12.12%	0	0%	1.92%	N	1.92%
B	1	1	100%	23.67%	Y	23.67%	0	0%	5.30%	N	5.30%
C											
D	11	0	0%	27.10%	N	27.10%	0	0%	6.07%	N	6.07%
E	5	3	60%	45.64%	Y	45.64%	0	0%	8.40%	N	8.40%
F	63	0	0%	3.93%	N	3.93%	0	0%	8.17%	N	8.17%
G	17	0	0%	20.77%	N	20.77%	0	0%	16.45%	N	16.45%
H	14	0	0%	10.53%	N	10.53%	0	0%	28.17%	N	28.17%
TOTAL	130	5					0				

IDENTIFICATION OF PROBLEM AREAS BY ORGANIZATIONAL UNITS AND JOB CLASSIFICATIONS.

Wayne Supply Company's geographical location presents it with both impediments and opportunities with regard to affirmative action, depending upon whether that term is viewed strictly in terms of racial, national origin, gender, veteran, and/or individuals with disabilities of its available workforce, particularly for its skilled, specialized craft workers and their supervisors, as opposed to a more inclusive definition which recognized the need for affirmative action with regard to specific socio-economic groups that may otherwise not be considered subject to or available for affirmative action consideration.

The difficulty that Wayne Supply faces with regard to hiring for operatives (semi-skilled) and craft workers (skilled), which make up the majority of its non-office-based workforce, is that very few females or minorities in the geographical area from which Wayne Supply draws its workers have the requisite education, training, experience, and ability to perform those jobs. For example, Wayne Supply has historically recruited potential employees for these positions at multiple locations of the Kentucky Community and Technical College System, Lincoln Tech - Nashville Auto Diesel College in Nashville, Tennessee, and Wabash Valley College in Southern Illinois. Additionally, Wayne Supply recruits at Ft. Knox Military Base and other regional Veteran Career Fairs and military transitioning to civilian workforce services. Even at these recruiting sources, however, the vast majority of candidates are white males and Wayne Supply has been unsuccessful in enticing candidates (regardless of ethnicity, sex, or other minority status) from other regional areas to change geographical area to live in Kentucky or Southern, Indiana for all job categories.

Wayne Supply further notes that, in making its initial employment decisions, it does not require candidates to provide information regarding their sex, minority, veteran, and/or disability status where hiring managers may view this information. Its application process is entirely online. Candidates access the Company website and complete an application and attach their resumes. The applicant is included on a list of potential candidates provided to Human Resources. Candidates' applications are sent to hiring managers and supervisors to review. Once this review has taken place, the candidates are contacted by the manager or supervisor and interviewed. As a result, Wayne Supply is unaware of the precise number of initial applicants for any position who may have protected status or characteristic. Wayne Supply continues to focus its efforts to hire diverse candidates for its craft workers from diesel mechanic schools as described above, as well as for all positions.

Because the positions of manager and sales worker require technical expertise largely related to the jobs of the skilled and semi-skilled workers, Wayne Supply also faces difficulty in determining the availability of qualified minority and female candidates for those positions. The availability of qualified minority candidates for those positions Wayne Supply has calculated to be approximately .83 – 2.98% (Craft Worker and Operative external availability for minorities). The availability of qualified female candidates for those positions Wayne Supply has calculated to be approximately 7.41 – 17.04% (Craft Worker and Operative external availability for females). When it is economically able to hire new candidates, Wayne Supply will continue to make efforts to hire qualified minority and female candidates for those positions so that they may

someday be in a position to become managers and/or sales workers. Whyne Supply has completed very little hiring in the past several years due to financial and economic conditions of the company and the overall geographical area economic conditions.

While the available workforce for these skilled positions is limited by factors largely out of its control with regard to traditionally considered minority categories, Whyne Supply's workforce is reflective of its efforts to provide highly-skilled and well-paying employment to hundreds of individual in Appalachia, and the Ohio and Tennessee Valleys who likely would not otherwise be afforded the training and compensation levels that it offers. Whyne Supply will continue its efforts as described throughout this Affirmative Action Program plan which include current and continued opportunities for positive outreach and recruitment, action oriented programs, and the internal and external dissemination of the program.

Per Whyne Supply's employee handbook: Position openings will be filled by promoting and transferring employees from within the Company whenever possible if all qualifications of the role can be met. If qualifications, experience, skill, and ability to perform are relatively equal between two or more employees, then seniority will be considered.

There are no formal progression lines or usual promotion sequences between the work units. Generally speaking however, officials and managers will be promoted from within the job title to management positions over those same job titles (i.e. managers of crafts workers are likely, at one point, to have been craft workers themselves).

For employees who are not part of a collective bargaining unit, a promotion may consist of any significant increase in responsibility, intellectual or skillset required, of the work performed for the position which results in a change in position job title. Compensation is determined based on market rates by utilizing online or regional resources and/or inflationary rates for the region.

For employees who are a part of a collective bargaining agreement at Whyne Supply, promotions and job changes are handled as defined in those collective bargaining agreements. Compensation is handled according to the terms of the most current collective bargaining agreements. A large majority of Whyne Supply employees are a part of a collective bargaining agreement.

Whyne Supply's compensation is determined without regard to race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, mental status, family status, ancestry, sexual orientation, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic.

Whyne Supply has the processes and training in place so there are no disparities in regards to race, ethnicity, or gender for recruitment, selection, referral, promotion/advancement, and/or compensation in order to address any identified or unidentified current or future problem areas.

INTERNAL AUDITING AND REPORTING

The Human Resources Manager has the responsibility for completing and overseeing the development and preparation of the formal documents of the Affirmative Action Program plan. The Human Resources Managers is responsible for the effective implementation of the Affirmative Action Program; however, the responsibility is also vested with each manager and supervisor. Wayne Supply Company's audit and reporting system is designed to:

1. Measure the effectiveness of the Affirmative Action Plan/Equal Employment Opportunity program;
2. Document personnel activities;
3. Identify problem areas where remedial action is needed; and
4. Determine the degree to which the Affirmative Action goals and objectives have been obtained.

The following personnel activities are reviewed to ensure nondiscrimination and equal employment opportunity for all individuals without regard to race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, mental status, family status, ancestry, sexual orientation, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic as provided under Federal or State laws:

1. Recruitment, advertising, and job application procedures;
2. Hiring, promotion, layoff, recall from layoff, and termination;
3. Rates of pay and any other forms of compensation including fringe benefits;
4. Position assignments, position classifications, position descriptions, and seniority lists;
5. Leave of absences, or any other leave;
6. Training, apprenticeship, attendance at professional meetings and conferences; and
7. Any other term, condition, or privilege of employment.

The following documents are maintained as a component of Wayne Supply Company's internal audit process:

1. An applicant flow log showing the race, sex, date of application, position applied, and action taken for all individuals applying for open positions;
2. Summary data of external job offers and hires, promotions, and terminations by job group and by sex and minority group identification;
3. Summary data of applicant flow by identifying, at least, total applicants, total minority applicants, and total female applicants for each position;
4. Maintenance of employment applicants for one year; and
5. Records pertaining to compensation.

Wayne Supply Company's audit system includes a quarterly report documenting efforts to achieve its Equal Employment Opportunity/Affirmative Action Program responsibilities with references to commitments in the Affirmative Action Program. Managers are asked to report any current or foreseeable equal employment opportunity problem areas and are asked to outline their suggestions/recommendations for solutions. If problem areas arise, the manager is to report problem areas immediately to the Human Resources Manager. During quarterly reporting, the following will occur:

1. The Human Resources Manager will discuss any problems relating to significant rejection ratios, Equal Employment Opportunity charges, etc., with top management; and

2. The Human Resources Manager will report the status of Whayne Supply's Affirmative Action Program goals and objectives to top management. The Human Resources Manager will recommend remedial actions for the effective implementation of the Affirmative Action Program.

Veterans, Disabled Veterans, Vietnam Era Veterans, Individuals with Disabilities

Whayne Supply's policy and commitment is that equal employment opportunity be provided in the employment and advancement of veterans, disabled veterans, veteran of the Vietnam era, and individuals with disabilities that can be accommodated at all levels of employment. Whayne Supply does not and will not discriminate against any applicant or employee because he or she is a veteran, disabled veteran, veteran of the Vietnam era, or because of a physical or mental disability in regard to any position for which the applicant or employee is qualified. Whayne Supply is committed to a policy of taking affirmative action to employ and advance in employment veterans, qualified special disabled veterans, veterans of the Vietnam era, and qualified individuals with disabilities. Decisions related to personnel policies and practices are made on the basis of an individual's capacity to perform a particular job and the feasibility of any necessary job accommodation. Whayne Supply makes every effort to provide reasonable accommodations to any physical and mental limitations of individuals with disabilities and special disabled veterans.

As described above, because Whayne Supply's application process from which it selects candidates for job interviews, and ultimately for employment, is race, gender, and physical-status neutral, it is difficult for Whayne Supply to determine the number of applicants for positions that may consider themselves to have a disability if that information is not voluntarily provided by the candidate. Additionally, to remain neutral, this information is not provided to hiring managers, even if it is provided by the candidate. Whayne Supply notes that it would be difficult, if not impossible, for an individual with a physical disability to perform the necessary functions of many of its positions in the laborer, semi-skilled and skilled job groups because of the physical demands of those jobs, but does make effort to provide reasonable accommodation.

Affirmative Action for Veteran, Disabled Veterans, and Veterans of the Vietnam Era

- A. The contractor will not discriminate against any employee or applicant for employment because he or she is a veteran, disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified veterans, disabled veterans, and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the regulations, provided by or through

the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- E. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era.
- F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 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 Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Affirmative Action for Individuals with Disabilities

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental handicap or disability in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the regulations, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions; including action for noncompliance.

Outreach and Positive Recruitment

Wayne Supply will enlist the assistance and support of recruiting sources for the Company's commitment to provide meaningful employment opportunities to qualified individuals with disabilities, veterans, disabled veterans, females, and minorities.

Wayne Supply disseminates the policy internally among its management and supervisory personnel and externally, including the publication of the company's policy statement.

<u>Outreach / Recruitment Activity</u>	<u>Date of Activity</u>	<u>Description</u>	<u>Evaluation of Each Activity</u>
KY FFA State Officers Meeting	1/2/2019	WSC Lexington Branch hosted Meeting for KY State FFA Officers --- Tour of facility and presentation of business / career opportunities	opportunity to speak with students representing multiple areas of Kentucky's Agricultural territory regarding employment opportunities
C.A. Prosser Career Center Open House	1/17/2019	Student and parent opportunity to tour the school and discuss career opportunities with instructors and industry representatives	Individual discussions with a diverse group of students and parents from a 5 county region of Southeast Indiana
Fairdale High School Advisory Meeting	1/17/2019	Advisory Meeting for Heavy Equipment Science & future Diesel technology programs	Opportunity for review of career preparation programs by local industry representatives
Southern Indiana Career & Technical Center Advisory Meeting	1/17/2019	Advisory Meeting for Diesel Technology program	Opportunity for review of career preparation program by local industry representatives
Hardin County EC3 Early College & Career Center	1/18/2019	Career Opportunity presentation	Career Opportunity presentation to diverse group of high school students in auto tech technician training program.
Fairdale High School Advisory Meeting	1/24/2019	Advisory Meeting for Heavy Equipment Science & future Diesel technology programs	Opportunity for review of career preparation programs by local industry representatives
C.A. Prosser Career Center Mock Interviews	1/26/2019	Practice Interviews of Diesel Technology students	Opportunity to interview a diverse group of high school students that have participated in technical career training programs
Career Fair at F.J. Reitz High School - Evansville, IN	2/5/2019	Career Opportunity discussions with students	Career opportunity discussions with a diverse group of students
Murray State University Ag Day Career Fair	02/06/19	Career Fair for business students and Agriculture students hosted by Murray State University	Equal Opportunity and Affirmative Action university
University of Louisville College of Business Career Fair	02/15/19	Career Fair for business students hosted by UofL	Equal Opportunity and Affirmative Action university
Bellarmine Career Fair	02/21/19	Career Fair for business students hosted by Bellarmine	Good opportunity to meet and talk with business students for possible internships for summer 2019
Western Kentucky University	02/27/19	Career Fair for business students hosted by WKU	Equal Opportunity and Affirmative Action university
Shelby County Area Technology Center - 2019 Hiring Symposium	3/14/2019	Career Opportunity discussions with students	Career opportunity discussions with a diverse group of students
Southern High School (Louisville) - Senior Backpack Defenses for the Auto Academy	3/19/2019	Industry representatives review student preparedness for future careers	A diverse group of students making presentations related to their readiness for real world careers related to their

			areas of school activities
Webster County High School Career Day	3/20/2019	Career Opportunity discussions with students	Career opportunity discussions with a diverse group of students
Warren East High School COLLEGE & CAREER FAIR	3/26/2019	Career Opportunity discussions with students	Career opportunity discussions with a diverse group of students
Henderson County High School/CTE Unit Career Fair	3/27/2019	Career Opportunity discussions with students	Career opportunity discussions with a diverse group of students
KY SkillsUSA Diesel Tech Contest	4/12/2019	Technical Skills Competition specifically for secondary & post-secondary level Diesel tech Students from throughout KY	Approx. 12 contestants that qualified to attend by winning regional KY state competitions
C.A. Prosser Career Center Diesel technology Advisory Meeting	4/30/2019	Advisory Meeting for Diesel Technology program	Opportunity for review of career preparation program by local industry representatives
VA OJT Training Session	5/1/2019	Training for industry certifying officials for VA OJT programs	Opportunity for OJT program training and networking with other industry representatives regarding OJT opportunities for veterans
Mt. Vernon High School Senior Awards program	5/13/2019	Awards program for graduating High School Seniors	Opportunity to recognize a senior with a career opportunity assistance award and inform a diverse group of participating area residents of career assistance opportunities
C. A. Prosser Career Center Heavy Equipment Science Advisory Meeting	5/16/2019	Advisory Meeting for Heavy Equipment Science program	Opportunity for review of career preparation program by local industry representatives
Carrolton Area Technology Center student/parent meeting	5/28/2019	Career opportunity presentation for individual student and parents	Opportunity for review of career opportunity training program and assistance that is available
Lincoln Trail Workforce Development Board - Annual Workforce Summit	6/4/2019	Review of area workforce labor participation	Opportunity to review the percentage of eligible workforce in the counties near Elizabethtown , KY with representatives from a diverse group of industries --- how to reach these in need of employment and what are restrictions for some residents to be actively employed
KY Perkins V Steering Committee Meeting	8/2/2019	Review of USA government funding program for technical training programs	Opportunity by a diverse group of education and industry representatives to review funding guidelines used by USA government officials for technical educational career programs
Muhlenberg Co High Schools Career Fair	9/30/2019	Career Fair for high school students	Career exploration for students interested in technician careers and the ThinkBig Program
W. KY Launch	10/02/19	Career exploration event in Paducah , KY for middle school students	Career exploration event for a very diverse group of middle school students from counties surrounding the counties in and around the Paducah , KY area
Wabash Valley College Diesel Day	10/09/19	Annual "Diesel Day" Hosted by an EEO school catering to technical skills development programs	Well attended event by students from SW Indiana and SE Illinois ----- approx. 150 students and instructors from a variety of high schools from a 75 mile radius of Mt. Carmel, IL.

West KY Construction Career Day	10/12/19	Construction Career Exploration event for students participating in Tech Skills development programs in Western KY	Excellent event for our company to expose approx. 1,100 students to Diesel Tech / Ag Tech / Heavy Equipment Tech career opportunities ---- attended by a very diverse group of students from many different county schools in KY
Magoffin County high school visit to Whayne Supply Company's Pikeville, KY store	10/25/2019	High School students toured Whayne's Pikeville , KY facility	A diverse group of high school students visited the Pikeville, KY facility to learn about products and services offered and career opportunities available
SICTC college & Career Fair	11/06/19	Career Fair at Tech Career Center in Evansville, IN that serves schools from five area counties	Career discussions with a diverse group of high school students in Tech training programs
SkillsUSA Kentucky Board of Directors Meeting	11/7/2019		
KY Perkins V Steering Committee Meeting	11/8/2019	Review of USA government funding program for technical training programs	Opportunity by a diverse group of education and industry representatives to review funding guidelines used by USA government officials for technical educational career programs
South Warren High School Career Da	11/15/19	Career Fair	Career opportunity discussions with a diverse group of students
SCK Launch	11/22/19	Career exploration event in Bowling Green , KY for middle school students	Career exploration event for a very diverse group of middle school students from counties surrounding the Bowling Green , KY area
Career Opportunity presentation at EastSide Tech (Lexington, KY)	11/25/2019	Career Opportunity presentation	Career Opportunity presentation to diverse group of high school students in Diesel Technician training program.
Student/parent visit to Whayne Supply Company's Louisville, KY facility	11/27/2019	Tour of company service departments and career opportunity presentation for individual Louisville area High School student and parent	Career opportunity discussion with a student and parent
Lincoln Tech / NADC Career Days	10/16-17/2019	Lincoln College of Technology hosts a recruiting event for companies to showcase future career opportunities.	Spoke with a diverse group of students that were interested in Whayne - Walker for a future career
National FFA Career Expo	10/29 - 11/1/2019	Conference hosted by EO employer held for Future Farmers of America.	Spoke to a diverse group of students, parents, and school instructors regarding careers available at Caterpillar dealerships such as Whayne Supply & Walker Machinery
Lincoln Tech / NADC Career Days	5/8 - 5/9/2019	Lincoln College of Technology hosts a recruiting event for companies to showcase future career opportunities.	Spoke with a diverse group of students that were interested in Whayne - Walker for a future career
KY State FFA Conference	6/11 & 12/2019	School Agriculture program conference	Small group career discussions with a diverse group of school students from agriculture programs from all regions of KY
National SkillsUSA Conference	6/25 - 27/ 2019	National SkillsUSA is an organization that helps prepare high school and college students for careers in various fields.	Spoke to a diverse group of students, parents, and school instructors regarding careers available at Caterpillar dealerships such as Whayne Supply & Walker Machinery

KY Construction Career Days	9/24 & 25/ 2019	Construction Career Exploration event for students participating in Tech Skills development programs throughout the state of KY	Excellent event for our company to expose approx. 2,400 students to Diesel Tech / Ag Tech / Heavy Equipment Tech career opportunities ---- attended by a very diverse group of students from many different county schools in KY
All openings posted externally at walker-cat.com AND whayne.com and also are pulled/linked to indeed.com	year-round	Indeed.com, as a premiere recruiting source website, works to strategically assist in attracting qualified diverse candidates, daily. Indeed.com campaigns to target Veteran employment initiatives.	Given geographic challenges, applicant pools are increased through indeed.com; which increases the potential to reach qualified protected individuals
https://www.caterpillar.com/en/careers/career-areas/dealer-technician.html	year-round	Caterpillar Technician website	Equal Opportunity and Affirmative Action compliant
-			
-			
-			

**Assessment of Effectiveness of
Totality of Outreach/Recruitment
Efforts:**

Overall, Walker Machinery/Whayne Supply Company had more openings during the 2019 Affirmative Action Program plan year compared to past years; resulting in attending more recruiting events than in the past as well. Nonetheless the company still participated in the above outreach, in an effort to reach a diverse audience, and make them aware of the company and the openings that were available, apprenticeship programs available, or that could be available in the future, and the overall type of positions that the company has, in the event those types of positions were to come available in the future, for those candidates who may be interested in the potential future opportunities that the company could have available.

Criteria for Evaluation:

1. To what extent did the activity attract qualified applicants who are protected veterans and/or disabled?
2. To what extent did the activity result in the hiring of qualified protected veterans and/or disabled?
3. To what extent did the activity expand Walker's outreach to protected veterans in the community?
4. To what extent did the activity increase Walker's capacity/capability to include protected veterans and/or the disabled in its applicant pool and workforce?

Future Outreach and Positive Recruitment Activities

Whayne Supply plans to expand outreach and positive recruitment efforts in 2020 depending on economic conditions, whether hiring needs increase/decrease, and whether overall demand allows. The company's current recruiting efforts and outreach are already aimed towards state agencies, educational institutions, and regional/community events that offer opportunities for the general public as well as veterans, transitioning military, individuals with disabilities, minorities, females, and an overall diverse audience is the goal. There are currently limitations on career/job fairs catered towards the disabled in the state of Kentucky and Southern Indiana and the feasibility to recruit more broadly is limited. The company will continue to utilize its resources to broaden its outreach and recruitment activities and look for new and additional opportunities that support its affirmative action and equal employment opportunity goals and commitment.

Utilization Analysis of Individuals with Disabilities

Job Group	Total Number of Employees per Job Group	# of employees who are individuals with disabilities per job group	Utilization rate of individuals with disabilities per job group	Underutilized? (Y/N)
A	148	10	6.76%	Y
B	75	2	2.67%	Y
C	0	0	0.00%	Y
D	166	7	4.22%	Y
E	98	8	8.16%	N
F	444	14	3.15%	Y
G	42	2	4.76%	Y
H	122	4	3.28%	Y

I. Applicant and Hiring Data

Wayne Supply collects employee data pertaining to protected veterans and to individuals with disabilities in order to assess the effectiveness of the company's outreach and recruitment efforts. Wayne Supply invites applicants and employees to voluntarily inform the company whether they believe they are protected veterans or disabled in compliance with the VEVRAA and Section 503 requirements.

	2017	2018	2019
Applicants who self-identified as protected veterans:	121	149	113
Total number of job openings:	16	18	18
Total number of jobs filled:	136	131	120
Total number of applicants for all jobs:	2069	2547	2127
Number of protected veteran applicants hired:	5	2	5
Total number of applicants hired:	116	112	102
Hiring Ratio - VETS:	4.31%	1.79%	4.90%
Applicant Ratio - VETS:	5.85%	5.85%	5.31%
Applicants who self-identified as individuals with disabilities:	79	102	91
Total number of job openings:	16	18	18
Total number of jobs filled:	136	131	120
Total number of applicants for all jobs:	2069	2547	2127
Number of applicants with disabilities hired:	3	2	0
Total number of applicants hired:	116	112	102
Hiring Ratio - IWD:	2.59%	1.79%	0.00%
Applicant Ratio - IWD:	3.82%	4.00%	4.28%

Hiring Benchmarks for Veterans

Wayne Supply has adopted the national percentage of veterans in the civilian labor force provided by the Office of Federal Contract Compliance Programs, currently 6.4%, as its hiring benchmark for the 2020 Affirmative Action Plan year for all job groups. In its Affirmative Action Plan update on January 1, 2020, Wayne Supply will analyze its success in hiring protected veterans during the course of the Affirmative Action Plan year based on this benchmark and use that analysis as one of the criteria in its assessment of the effectiveness of its outreach and recruitment efforts.

In 2019, new hires totaled 102, while number of Veterans totaled 5. This creates a utilization percentage of 4.90%. Wayne Supply Company was under the benchmark in the 2020 year for total number of Veterans hired. Given that the Company did hire Veterans and did receive applications this shows that the company's outreach and recruiting efforts are on track, while always looking for additional opportunities for exposure, outreach, and recruitment in this area.

Utilization Goal for Individuals with Disabilities

Wayne Supply has adopted the regulation established nationwide 7% utilization goal for qualified Individuals with Disabilities, as its utilization goal for the 2020 Affirmative Action Plan year for all job groups. In its Affirmative Action Plan update on January 1, 2020, Wayne Supply will analyze its success in utilization of protected qualified Individuals with Disabilities during the course of the Affirmative Action Plan year based on this goal and use that analysis as one of the criteria in its assessment of the effectiveness.

In 2019, new hires totaled 102, while number of Individuals with Disabilities hired was 0. This creates a utilization percentage of 0.00%. Wayne Supply Company was underutilized in the 2019 year for total number of Individuals with Disabilities hired. Although the hiring percentage decreased, it is important to note that the applicant ratio increased. This shows the Company's recruiting efforts are on track, while looking for additional opportunities for exposure, outreach, and recruitment in this area.

Promotions and Compensation

Per Wayne Supply's employee handbook: Position openings will be filled by promoting and transferring employees from within the Company whenever possible if all qualifications of the role can be met. If qualifications, experience, skill, and ability to perform are relatively equal between two or more employees, then seniority will be considered.

There are no formal progression lines or usual promotion sequences between the work units. Generally speaking however, officials and managers will be promoted from within the job title to management positions over those same job titles (i.e. managers of crafts workers are likely, at one point, to have been craft workers themselves).

For employees who are not part of a collective bargaining unit, a promotion may consist of any significant increase in responsibility, intellectual or skillset required, of the work performed for the position which results in a change in position job title. Compensation is determined based on market rates by utilizing online or regional resources and/or inflationary rates for the region.

For employees who are a part of a collective bargaining agreement at Whyne Supply, promotions and job changes are handled as defined in those collective bargaining agreements. Compensation is handled according to the terms of the most current collective bargaining agreements. A large majority of Whyne Supply employees are a part of a collective bargaining agreement.

Whyne Supply's compensation is determined without regard to race, creed, color, sex, age, national origin, religion, mental or physical disability or handicap, marital status, family status, ancestry, sexual orientation, genetics, or whether an individual is a veteran, disabled veteran or a veteran of the Vietnam era, or any other protected status or characteristic.

Per Executive Order, requiring Federal Contractors as of January 1, 2019, to pay workers performing work on or in connection with covered contracts a minimum wage of \$10.60 per hour, Whyne Supply pays all employees no less than \$10.60 per hour.

DEVELOPMENT AND EXECUTION OF ACTION ORIENTED PROGRAMS TO ELIMINATE PROBLEMS AND ATTAIN GOALS AND OBJECTIVES

Whyne Supply Company completes action oriented programs to address identified problem areas and to help achieve specific affirmative action goals and/or minimize future problem areas. These Programs include, but are not limited to:

1. Conducting annual analyses of position descriptions to ensure they accurately reflect position functions. Whyne Supply Company ensures that position descriptions and requirements adequately reflect the position functions. The Company reviews job performance criteria, academic experience and skill requirements to ensure that they do not result in the unjustified screening out of disproportionate numbers of minority or female applicants and employees.
2. Making position descriptions available to recruiting sources and available to all members of management involved in the recruiting, screening, selection and promotion processes, and making position descriptions available to all company employees in order for them to see potential future opportunities that may come open.
3. Evaluating the total selection process to ensure freedom from bias through:
 - a. Reviewing job applications and other pre-employment forms to ensure information requested is position-related;
 - b. Evaluating selection methods that may have a disparate impact to ensure that they are position-related and consistent with business necessity;
 - c. Training Human Resources and management on proper interview techniques; and
 - d. Training in Equal Employment Opportunity for management and supervisory staff; all levels of management receive ongoing training concerning equal employment laws and regulations and are continually informed of the Company's equal employment opportunity

efforts and objectives. Moreover, all personnel involved in personnel selection are instructed to ensure that all selection is free from discrimination.

4. Using techniques to improve recruitment and increase the applicant flow of qualified individuals with disabilities, veterans, disabled veterans, females, and minorities. Whyne Supply Company presently undertakes the following actions:
 - a. Includes the phrase "Equal Opportunity/Affirmative Action Employer" in all printed employment advertisements;
 - b. Place open position notifications, when appropriate, in local minority, women's, veteran's, and individuals with disabilities news/interest media;
 - c. Disseminate information on position opening opportunities to organizations representing minorities, women, veteran's, and individuals with disabilities and employment development agencies when job opportunities occur;
 - d. Actively recruit at secondary schools, junior colleges, colleges and universities with predominantly minority or female enrollments; and
 - e. Maintain appropriate contact with schools, colleges and employment offices and request that they refer qualified minority group and women applicants; and
 - f. Request employment agencies to refer qualified minorities, women, veterans, and individuals with disabilities
5. Ensuring that all employees are given equal opportunity for promotion. This is achieved by:
 - a. Posting promotional opportunities internally companywide prior to posting externally;
 - b. Providing developmental and apprenticeship programs;
 - c. Offering counseling to assist employees in identifying promotional opportunities, training and educational programs to enhance promotions and opportunities for job rotation or transfer;
 - d. Ensuring training courses and programs, both internally and externally, are provided and administered without discrimination by making all relevant training programs available to all
 - e. Providing educational institution tuition reimbursement which is available to all levels of positions and all employees interested in pursuing at Whyne Supply Company; and
 - f. Evaluating position requirements for promotion.
6. The Human Resources Manager will conduct an annual review in order to review the progress being made under the Affirmative Action Program. If goals are not being met, and openings exist, the Company will develop a strategy to make sure all good faith efforts are being taken to meet the goals.

7. The Company monitors its hires, promotions, and termination logs in order to ensure proper placement of qualified minority or female applicants or employees, and to ensure that there is no discrimination in these areas.
8. The Company ensures that its application forms comply with applicable federal and state laws.
9. The Company reviews employee compensation and benefits from an equal opportunity perspective regularly but at least annually.
10. Support of Action Programs: All employees, but particularly managers and supervisors, are encouraged to take the following community oriented actions, among others, to enhance Whyne Supply's community image and to promote employment opportunities for minority, women, veteran, and individuals with disabilities:
 - a. Serve on community relations boards and support similar activities
 - b. Support vocational training organizations and similar activities
 - c. Assist and support secondary schools in programs designed to enable minority, female, and/or individuals with disabilities graduates to compete in the open employment market on a more equitable basis

GUIDELINES ON DISCRIMINATION BECAUSE OF RELIGION OR NATIONAL ORIGIN

Wayne Supply Company does not discriminate against employees or applicants for employment because of religion or national origin and agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their religion or national origin. Such action includes but is not limited to employment, upgrading, demotion, transfers, recruitment or recruitment advertising, selection for training, layoff or termination, rates of pay or other forms of compensation. The Company will review its employment practices to ensure they are nondiscriminatory and will communicate its policy to its employees.

1. The policy concerning Wayne Supply Company's obligation to provide equal employment opportunity without regard to religion or national origin is communicated to all employees via the Employee Handbook, policy statement and the Affirmative Action Program.
2. Internal procedures have been developed to ensure that Wayne Supply Company's obligation to provide equal employment opportunity without regard to religion or national origin is being fully implemented through going management training as well as all employee harassment and sensitivity training. The company's harassment complaint process outlined in the Employee Handbook ensures a relief process in the event an employee believes these guidelines are not being adhered.
3. Employees are informed at least annually of Wayne Supply Company's commitment to equal employment opportunity for all persons, without regard to religion or national origin.
4. Recruiting sources have been informed of our commitment to provide equal employment opportunity without regard to religion or national origin.
5. Engagement in recruitment activities at educational institutions with substantial enrollments of students from various and diverse ethnic and religious groups.
6. Ethnic and religious media may be used for employment advertising.

The Company will make reasonable accommodations to religious observance and practices in accordance with the guidelines on religion and national origin discrimination stated in 41 CFR 60-50 which are hereby made a part of this program, unless doing so would result in undue hardship. In determining whether undue hardship exists, factors such as the cost to the Company and the impact on the rights of other employees will be considered. Wayne Supply Company has a policy of considering all applicants for employment without regard to religious beliefs or national origin.

SEX DISCRIMINATION GUIDELINES

Wayne Supply Company does not make any distinction based upon sex in employment opportunities, wages, hours or other conditions of employment. In all recruitment efforts there is no expression of sex preference. Employees of both sexes are treated equally in the areas of employment opportunities, wages, hours, fringe benefits, training programs, and physical facilities. Female employees are eligible for maternity leaves of absence based upon medical recommendation. Leaves are granted without loss of seniority or status. In all of our practices there is no distinction made between the treatment of males and females, married and unmarried, with or without children. Wayne Supply Company follows the guidelines of the Office of Federal Contract Compliance set forth in 41 CFR 60-20 (which are incorporated herein by reference) regarding the implementation of E.O. 11246 for the promotion and insuring of equal opportunities for all persons employed or seeking employment without regard to sex. The Company will take affirmative action to recruit women to those jobs where they have been previously excluded.

1. The policies and practices of Whayne Supply Company are in compliance with the Department of Labor Regulations as outlined in Federal Register dated October 20, 1972, Part 60 - 20. Specific policy compliance includes the following:
 - A. Selection of candidates for employment or promotion and transfer is not denied any person based on sex or marital status.
 - B. Women are not restricted for employment or promotion or transfer based on weight-lifting requirements, working during certain hours at night or more than a specified number of hours per week or day.
 - C. No separate seniority systems or lines of progression exist.
 - D. Employment advertising does not employ any preferences based on sex.
 - E. Women are compensated on equal pay for equal work performed.
 - F. Fringe benefits do not discriminate based on sex.

Support Data

1. A copy of the Workforce Analysis for year 2019, Exhibit 1
2. EEO Report from the Online Application Center from year 2019, Exhibit 2
3. EEO Raw Data Report from the Online Application Center from year 2019, Exhibit 3
4. Determining availability calculations, Exhibit 4
5. US Census information for the Lexington recruitment area, Exhibit 5
6. Whayne New Hires 2019, Exhibit 6
7. Whayne Terminations 2019, Exhibit 7



Boyd Company

1400 Cecil Avenue
Louisville, KY 40211
502.774.4441 tel

November 11, 2020

Lexington-Fayette Urban County Government
200 East Main St.
Lexington, Kentucky 40507

Attn: Todd Slatin- Director Division of Central Purchasing
Email: tslatin@lexingtonky.gov

Subject: Design-Build-Install Solar @
Fire Station #7– 3307 Tates Creek Road
Fire Station #15– 3308 Shillito Park Road
Lexington, Kentucky

Specifications: RFP #30-2020 & Addendums #1 & #2

With reference to the above subject, we are pleased to provide the following detailed proposal.

A-FIRE STATION #7 Materials and Labor to Design-Build-Install a “Turn-Key” roof mounted Solar PV Array System, nameplate rated 13.1KWdc/12KWac, to include 36 x Caterpillar supplied monocrystalline panels and 2 x Caterpillar 6KW inverters, roof mounted racking, per the attached Bill of Material:

Total Net Price F.O.B. 3307 Tates Creek Rd., Lexington, KY

Taxes if Applicable NOT Included

Price.....\$40,575.00

NOTE: Price includes \$5,000.00 Owner Allowance

A-FIRE STATION #15 Materials and Labor to Design-Build-Install a “Turn-Key” roof mounted Solar PV Array System, nameplate rated 13.1KWdc/12KWac, to include 36 x Caterpillar supplied monocrystalline panels and 2 x Caterpillar 6KW inverters, roof mounted racking, per the attached Bill of Material:

Total Net Price F.O.B. 3308 Shillito Park Road, Lexington, KY

Taxes if Applicable NOT Included

Price.....\$40,575.00

NOTE: Price includes \$5,000.00 Owner Allowance

NEW NAME. SAME OWNER. SAME GREAT TEAM.
WHAYNE SUPPLY & WALKER MACHINERY ARE NOW BOYD CAT.®

DRAWINGS: Submittal 2 to 4 weeks after receipt of order

DELIVERY: Material availability 2-6 weeks after approval of submittal and order is placed
Allow 2 weeks for installation and completion of photovoltaic system (Each Fire Station)

TERMS: Net 30 days with 1.5 percent per month added to the unpaid balance

QUOTATION VALIDITY: 45 days

A Boyd CAT Power Systems Product Representative and/or our installation contractor will be available for assistance during the installation of this equipment. The Product Representative will arrange start-up of the equipment, and provide training and instruction to owner's personnel at the jobsite in its operation and maintenance. All service and parts for this installation will be provided from our Lexington, Kentucky location.

Thank you very much for allowing us an opportunity to quote on this project. Should you have any questions regarding our proposal, please don't hesitate to contact me.

Very truly yours,

Steve Killian

Sales Representative Energy Solutions

W: 502-774-4441 | **EXT:** 71140 | **C:** 502-751-7520

SteveKillian@BoydCat.com

**BILL OF MATERIAL
LEXINGTON-FAYETTE URBAN GOVERNMENT**

**FIRE STATION #7- 3307 TATES CREEK ROAD
FIRE STATION #15- 3308 Shillito park road
LEXINGTON, KENTUCKY**

SOLAR PHOTOVOLTAIC SYSTEM

EACH FIRE STATION TO INCLUDE:

CATERPILLAR SUPPLIED SOLAR PV PANELS

Monocrystalline panels, 365W each, quantity (36) panels installed, for a peak nameplate rating of 13.1KWdc/12KWac

OPTIMIZERS

Tigo/SMA TS4-R per panel wireless communication to gateway

INVERTER(S)

Qty. 2 x Caterpillar SMA 6KW, 120/240VAC, single phase

WIRING HARNESSSES

DC wiring harnesses and combiner boxes as necessary

RAPID SHUTDOWN

Included with SMA TS4-R

AC DISCONNECT

AC Disconnect to be coordinated with AHJ and Fire Department, mounted next to inverter at ground level

IRONRIDGE FLUSH MOUNTED FOR PITCHED ROOF MOUNTING SOLAR PANELS

Roof-mount, penetrating anchoring Flash Foot2 water sealed

SYSTEM MONITORING

Solar Log

SCOPE OF INSTALLATION LABOR AND SERVICES PROVIDED

1. Provide all design, engineering & construction documents necessary and required to obtain applicable permits and ensure satisfactory construction of the project.
2. Conduct a pre-installation conference and coordinate with local AHJ, as directed
3. Contractor will provide a dedicated superintendent on site during all working hours along with labor and jobsite supervision required to complete the project. Contractor will coordinate installation and material delivery schedule via Boyd CAT POC.
4. Provide all labor and jobsite supervision required to complete the project.
5. Provide material and install racking, modules, inverters, and EBOS for the array. Provide material and installation of AC and DC wiring from panels to combiner boxes to inverters.
6. Provide all wiring and cable to interconnect equipment. Contractor will interconnect PV array to the main service panel Kentucky Power utility per interconnection requirements.
7. Test and commission complete system, including support for site startup and checkout for up to 3 days after equipment is energized. During this time, contractor will provide onsite training for owner representative.

8. Photovoltaic system, as defined by PV modules, mounting racks, inverters, monitoring system, and wiring shall be installed by a NABCEP certified installer.
9. The Contractor is responsible for all connections, wiring, conduit, supports and miscellaneous items necessary to provide a complete and Code compliant system per local codes and NEC 2017.
10. The Contractor shall ensure all OSHA safety practices are followed and ensure compliance with National Electric Code for all Services and Deliverables.
11. Labor provided non-union

JOBSITE START-UP- Boyd CAT Power Systems, the local Caterpillar Dealer, will supply a factory trained NABCEP certified personnel onsite for commissioning, and to perform an installation check, start-up, and utility interconnect test, of the complete system supplied in this proposal, after installation is completed.

PERSONEL TRAINING- provided to local owner/operator.

O & M MANUALS – 1 set including As Built Drawings

SUBMITTAL DRAWINGS – 3 sets or as needed for local permitting

WARRANTY- Caterpillar Standard 10 year limited warranty for PV solar panels and string inverters. Caterpillar 25 Year Assurance Program for PV solar panels. Standard manufacturer's warranty supplied to customer for batteries and inverter/charger as defined and specified. SA installation warranty 2 years material and workmanship.

NOTE: Any NETA and/or infrared site testing and/or electrical coordination study specified or may be required is NOT included in this proposal, and is to be provided by others

The logo for Boyd Company, featuring the word "BOYD" in bold, black, sans-serif capital letters on a yellow rectangular background.The logo for CAT, featuring the word "CAT" in bold, white, sans-serif capital letters on a black rectangular background, with a yellow triangle pointing upwards below the letter "A".

MICROGRID PROJECT TEAM

KEY PERSONNEL-RESUMES-CERTIFICATES

- **Boyd Company Solar Project Team Chart**
- **Key project personnel**
- **Solar Alliance has been our partner for solar installations covering Indiana-Kentucky-West Virginia**
- **Project Management**
- **-Resumes**
- **Certificates**



**MICROGRID
PROJECT TEAM**

Caterpillar



**Caterpillar Dealer
Boyd Company**



**Boyd Company Project Management
Steve Killian**



**Solar Alliance
Jon Hamilton-General Manager
Engineering-Installation**



**Project Supervisor
Keisuke Morishita
Master Electrician**



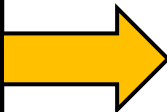
**Procurement/
Design Support
Kevin Dispensa
NABCEP Certified**



**Engineering
Ryan Dunaway**



**Site Foreman
Tyler Mucklow
NABCEP Certified**



**Site Safety Mgr.
TBD
(If contract requires)**

**Electric Power Gas and Microgrid Product Sales**

1400 Cecil Avenue, Louisville, Kentucky 40211 **W:** 502-774-4441 | **C:** 502-751-7520

SteveKillian@BoydCat.com

Steve Killian

Nearly 40 years in the industrial engine and power generation industry. Working with customers across Kentucky and West Virginia on clean natural gas fueled power generation for Distributed Energy, CHP, and cogeneration projects. Including renewable energy projects using low energy landfill gas and digester methane gas. Microgrid including solar projects. Sales and project management.

RECENT PROJECTS

-Sales & Project Management- Various solar project installations, Indiana, Kentucky, and West Virginia.

-Ft. Knox Energy & Security- Ft. Knox, KY- Provided 32MW of power including 10 x 2MW Diesel Black Start, 2 x 2MW Natural Gas Peaking and 4 x 2MW Natural Gas CHP Units, 13800VAC generation, switchgear, cooling systems, and emission controls. Two CHP units providing heat and power to Ireland Army Hospital.

Contact: Greg Lee @ Nolin Electric 270-766-7206

-Owen Electric RECC- Owenton, KY- Provided 1 x 2MW natural gas fueled generation package, self-contained, for Distributed generation. Equipment is operating "behind the meter" providing power to nOwen electric to offset whole sale price from GMT East Kentucky Power

Contact: Mark Stallons @ Owen Electric 502-563-3500

-East Kentucky Power-Walton, KY- Bavarian Landfill, provided additional 1.6MW Landfill Gas fueled generation and 4160VAC switchgear, total capacity of 5MW, largest LFG to power installation in Kentucky.

Contact: Bill Kennedy @ EKP 859-595-1946

-Ft. Knox Ireland Army Hospital- Ft. Knox, KY- Provided complete switchgear upgrades for previously sold 2 x 2MW standby diesel generators.

Contact: Greg Lee @ Nolin Electric 270-766-7206

-NGK Spark Plug- Sissonville, WV- Provided 1 x 2MW natural gas fueled generation package, 12,470VAC self-contained, for plant base load/peak shaving and product R&D testing, with future CHP requirements.

Contact: Dilip Shah @ NGK 304-720-6352

Harvey Abouelata

Vice President

HAbouelata@solaralliance.com

(865) 386-7860



Work Experience

Solar Alliance Southeast – Knoxville, TN

Nov 2017 – present

Vice President

- Oversee day to day operations
- Business and Marketing Planning
- Financial Modeling
- Key account management

ARIES Energy – Knoxville, TN

Nov 2011 – 2017

President

- Oversees sales, product development and marketing of residential and commercial products and services
- Extensive experience in management, strategy, sales, marketing, promotions, PR, implementation and new technology brand identity with a concentration in the renewable energy field
- Relevant Projects
 - o 2.34 MW Bridgestone Americas Solar PV
 - o 1.37 MW Community Solar – Appalachian Electric
 - o Dry Ridge Farm Solar PV (produces 39,951 kWh/year and offsets 60,773 lbs. CO₂/year)
 - o Three Rivers Market Solar PV (produces 63,850 kWh/year and offsets 87,065 lbs. CO₂/year)
 - o Knoxville Zoo Solar PV (produces 55,595 kWh/year and offsets 42 tons CO₂/year)

Choice Solar & Geothermal, Inc. – Knoxville, TN

2013 – 2016

Territory Manager

- Sales and Marketing Solar PV, Solar Thermal and Geothermal Installers

Efficient Energy of Tennessee – Knoxville, TN

Jan 2010 – July 2011

Vice President of Sales and Marketing

- Oversee the sales, product development and marketing of residential and commercial products and services for Solar Energy – design and installation

Sustainable Future, LLC – Knoxville, TN

Jan 2009 – Dec 2009

Sales and Marketing Director

Abacus Creative Management, LLC – Knoxville, TN

Jan 2001 – Dec 2009

President

Jon Hamilton

Operations Manager

jhamilton@solaralliance.com

(225) 372-9876



Work Experience

Solar Alliance Southeast – Knoxville, TN

Aug 2016 – present

Operations Manager (Dec 2019 – present)

Customer Service Manager (Aug 16 – Nov 2019)

Military Experience

United States Marine Corps -Retired

1999 – 2016

Key Billets Held:

- Strategic Analyst, Headquarters U.S. Marine Corps, Washington D.C. (2014 – 2016)
 - o Provide support to senior/ executive leadership of the Marine Corps. Trusted to provide analysis, challenge assumptions, and make recommendations on complex organizational matters. Hand-picked to serve for a four-month period as speechwriter for the Commandant of the Marine Corps.
- Commanding Officer, Recruiting Station Baton Rouge, LA/MS (2011 – 2014)
 - o Led a 75+ person organization responsible for the recruitment and preparation of enlisted and officer accessions in the state of Louisiana and southwest Mississippi.
- Operations Officer, 1st Battalion 9th Marine Regiment, Camp Lejeune, NC (2009 – 2010)
 - o Responsible for the operations, training and training management of an 800-person organization immediately deployable for a range of contingencies from lethal actions in unsecure environments to support for humanitarian operations.
- Company Commander, 1st Battalion 9th Marine Regiment, Camp Lejeune, NC (2007 – 2009)
 - o Responsible for the preparation, combat effectiveness, discipline and morale of a 215+ person organization deployed to Ramadi, Iraq. Recipient of the 2008 Lieutenant Colonel William Leftwich Trophy for Outstanding Leadership
- Instructor, The Basic School, Quantico, VA (2003 – 2006)
 - o Served as lead instructor for formal classroom and practical application instruction for newly commissioned officers, and officers assigned to the infantry specialty.
- Platoon Commander and Executive Officer, 2nd Battalion 2nd Marines, Camp Lejeune, NC (1999-2003)

Education:

MA Defense Studies, Kings College London

Advanced Command and Staff Course, Joint Services Command and Staff College, UK

BS Civil Engineering, Virginia Military Institute

Kevin Dispensa

Project Coordinator

kdispensa@solaralliance.com

(847) 305-9936



Work Experience

Solar Alliance Southeast – Knoxville, TN

Aug 2018 – present

Project Coordinator (Aug 2019 – present)

Field Technician (Aug 2018 – Aug 2019)

DTE Energy/Walker-Miller Energy Services – Grand Rapids, MI

Aug 2017 – Aug 2018

Energy Specialist

- Conduct initial energy advising consultation with homeowners
- Respond to general utility customer service inquiries
- Prospected new appointments at outreach events
- Create individual Energy Efficiency improvements
- Review rebates and incentives with homeowners
- Coordinate, schedule and manage appointments
- Install energy saving devices in home

Envi Energy Experts– Grand Rapids, MI

March 2017 – Aug 2018

Solar Energy Consultant and Administrative Assistant

- Educate general population on benefits of solar and state/federal rebates available
- Prospected new customers with goals of setting a consultation appointment
- Assisted owner with schedule and planning
- Closed and handled contract sales
- Performed solar site analysis

Forest Preserve District of Kane County – Aurora, IL

May 2015 – Aug 2015

Solar Energy Consultant and Administrative Assistant

- Harvested locally grown native plant seeds for use on other areas
- Established and maintained acres of upland prairie
- Utilized and maintained heavy machinery
- Invasive species control

Education:

Northern Michigan University – Marquette, Michigan, May 2017

Bachelor of Science: Environmental Science; Concentration in Renewable Energy Technologies

Additional Work History

Summer Outdoor Adventure Guide (Seasonal), Mt Bohemia Ski Resort - Mohawk, MI – 2016

Climbing Instructor (Seasonal), Summit Bechtel Reserve Adventure Base – Glen Jean, WV – 2014

Keisuke Morishita

Project Supervisor

kmorishita@solaralliance.com

(865) 201-9250



Work Experience

Solar Alliance Southeast – Knoxville, TN Nov 2017 – present
Project Supervisor (Oct 2019 – present); Foreman (Nov 2017 – Sept 2019)

Urban Electric, LLC – Knoxville, TN 2016 – 2017
Electrician
- Residential wiring on remodeling and custom-made homes

Manyu Electric Co. – Shizouka, Japan 2013 – 2016
Electrician
- Worked on various short-term projects and service, including residential (new/remodel), commercial, and industrial, in the city of Hamamatsu

United Electric – Marietta, GA 2011 – 2013
Electrician
- Worked as an intermediate electrician on many smaller projects, given responsible tasks, by reading blueprints and wiring/installing electrical devices on commercial buildings.

Cleveland Electric – Atlanta, GA Aug 2011 – Dec 2011
Electrician
- Worked on building the HP Alpharetta, GA Data center during the last phase of the project, running conduit pipes.

Mayberry Electric, Inc. – Atlanta, GA 2007 – 2011
Construction Wireman
- Experienced various aspects of electrical services, mostly on commercial buildings in the city of Atlanta

KUBOTA Industrial Equipment Corp. – Jefferson, GA 2005 – 2006
Interpreter/Translator
- Helped to coordinate between Japanese and US engineers during the manufacturing of a new plant

Education:

Atlanta Electrical JATC - Atlanta, GA.- (May 2007-April 2013)

University of Wisconsin Stevens Pt, College of Natural Resources B.S. Forest Management (1995-2000)

NABCEP®

Raising Standards. Promoting Confidence.



**PV Installation
Professional**

**The North American Board of
Certified Energy Practitioners**
does hereby recognize that

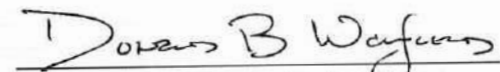
Kevin Dispensa

has satisfied the requirements and standards for the
PV Installation Professional
established by the NABCEP Board of Directors.

Certification # **PV-041020-015759**

Expires **Jun 10, 2023**

To verify current status visit www.nabcep.org


Donald B. Warfield, Board Chairman



SOLAR ALLIANCE SOUTHEAST, LLC

366299

ID NUMBER: 65664
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2022

**BOARD FOR LICENSING CONTRACTORS
CONTRACTOR**

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

SOLAR ALLIANCE SOUTHEAST, LLC
3709 Martin Mill Pike
KNOXVILLE, TN 37920

State of Tennessee

366299

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

SOLAR ALLIANCE SOUTHEAST, LLC

This is to certify that all requirements of the State of Tennessee have been met.

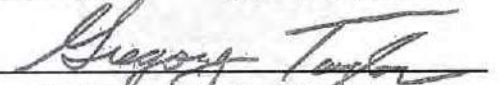
ID NUMBER: 65664
LIC STATUS: ACTIVE
EXPIRATION DATE: March 31, 2022
\$1,472,000.00; BC; CE



**IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE**

CITY OF KNOXVILLE
Class 5
Licensed
STATE ELECTRICAL CONTRACTOR

Name: MACISAAC, JASON
License: E000008136 Expires: 12/31/2020


CHIEF ELECTRICAL INSPECTOR

SOLAR ALLIANCE SOUTHEAST, LLC
PO BOX 9578
KNOXVILLE, TN 37940

City of Knoxville

ACTIVE
CONTRACTOR'S LICENSE
STATE ELECTRICAL CONTRACTOR

This is to certify that MACISAAC, JASON is a true and lawful holder of an Electrical License which was authorized by the Electrical Board of Examination, Review, Adjustments & Appeals of the City of Knoxville. The holder of this license is entitled to perform Electrical work in the City of Knoxville in accordance with the provisions of the ordinances of the City of Knoxville.

LICENSE NUMBER: E000008136

EXPIRATION DATE: 12/31/2020

BY: _____


Chief Electrical Inspector

**KENTUCKY
DEPARTMENT OF HOUSING,
BUILDINGS & CONSTRUCTION**

EXPIRATION DATE - 07/31/2021



**SOLAR ALLIANCE
SOUTHEAST
JONATHAN B
HAMILTON**

CE65322

KENTUCKY ELECTRICAL LICENSE

**KENTUCKY
DEPARTMENT OF HOUSING,
BUILDINGS & CONSTRUCTION**

EXPIRATION DATE - 11/30/2021



KEISUKE MORISHITA

ME65724

KENTUCKY ELECTRICAL LICENSE

CCB1053792

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - G120354

LICENSE# - G120354

The following licensee:

SOLAR ALLIANCE SOUTHEAST LLC
3709 WEST MARTIN MILL PIKE
KNOXVILLE TN 37920-2452

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

BD2


Initial License Date: 10/03/2016
License Print Date: 01/31/2019
Expiration Date: 10/31/2020

*** Group Number and Dollar Limitations: ***

The number after your 2-letter classification(s) above is your Group#

Group #1 - \$50,000 Group #3 - \$500,000
Group #2 - \$200,000 Group #4 - \$1,500,000
Group #5 - Unlimited

Qualifying Party(s): MATTHEW ELLISON, JASON MATTHEW MACISAAC


Administrator

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.

OSHA OUTREACH TRAINING
Completion Certificate

KEISUKE MORISHITA

has successfully completed the following course:

OSHA 30-Hr Outreach Training for the Construction Industry

3/10/2020



David Couch

OSHA Authorized Trainer

Construction #: 20-0106090 General #: 20-0079009

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Authorized Provider:



AdvanceOnline Solutions Online Institute

Certificate of Completion

Tyler Mucklow

has met the online course completion requirements for

OSHA 30-Hour Construction Safety

This student has completed the formal instruction for the 30-Hour Construction Outreach Program. Topics covered in this program were Introduction to OSHA, Managing Safety and Health, Struck-by and Caught-In or Between Hazards, Personal Protective Equipment, Hearing Conservation, Respiratory Protection, Lead and Crystalline Silica, Asbestos, GHS Hazard Communication, Electrical Safety, Hand and Power Tools, Fall Protection, Ladder Safety, Excavations, Scaffolds, Crane Safety, Heavy Equipment, Forklift Safety, Materials Handling, Permit-Required Confined Spaces, Fire Safety, Welding and Cutting, Concrete and Masonry, Steel Erection, and Ergonomics.

Course ID A0310

Certificate ID 54-50_960492

Instructor Rick Gleason

Continuing Education Units 3.0

AdvanceOnline Solutions, Inc. is authorized by IACET to offer 3.0 CEUs for this program.

AdvanceOnline Solutions, Inc. is accredited by the International Association for Continuing Education and Training (IACET) and is authorized to issue the IACET CEU.



Date 12/2/2014 6:02:00 PM

Time Online 32:23:43

AdvanceOnline Solutions, Inc.

1811 Bering Drive, Suite 430

Houston, Texas 77057

www.advanceonline.com

(713) 621-1100





MICROGRID PROJECT TEAM

EXPERIENCE OF BIDDER

- **Boyd Company is the “Primary” Lead Contractor and we take full responsibility to the client and end user**
- **Solar Alliance is our partner and major subcontractor supplying engineering-design-racking and installation-site project management-commissioning**
- **Solar Alliance has been our partner for solar installations covering Indiana-Kentucky-West Virginia**
- **Solar Project references attached**
- **-Project Sizes range from 7KW-2.5MW**



1. PCM Paducah Cooperative Ministry Fresh Start Village- 8.5KWdc



2. Monroe Parking Garage- 36.8KWdc



1. Appalachian Electric Cooperative



Photo: Appalachian Electric Cooperative's 1.37MW community solar array being installed by Solar Alliance in 2016.

- 1.37MW / 1,370 kW Community Solar in New Market, TN

Start date: 11/30/2015* Contract signed date pending grant preparation and acceptance

Construction began in August 2016. Completion: 12/31/2016

Status: Fully Operational

Contact: Greg Williams, general manager, 865-475-2032 Ext. 1201, gwilliams@aecoop.org
1109 Hill Drive, New Market, TN 37820

System type: Thin-film, pile-driven, string inverters.

2. LG&E Business Solar Project – Maker's Mark Distillery



101.2 kWdc Solar Array in Loretto KY

Start date: 10/21/19 Completion: 2/1/20

Status: Fully Operational

Contact: Thambi Tillman, LG&E and KU Services

System type: CAT Monocrystalline modules, SMA Core1 Inverters, AP Alternatives Titan Mono System

Solar Alliance installed a 190 kW ground mount solar array in addition to performance monitoring at the Maker's Mark Distillery in Loretto, Kentucky. The solar facility will provide renewable energy for the bourbon

producer. Solar Alliance was awarded the contract through Louisville Gas & Electric and Kentucky Utilities Company's (LG&E and KU) Business Solar Program. Solar Alliance worked with Boyd CAT throughout the project. This is the second project Solar Alliance has worked on under the LG&E KU Business Solar Program. The first was a rooftop solar array built at the Archdiocese of Louisville's pastoral center. Solar Alliance worked with Boyd to complete both projects, demonstrating the benefits of a successful partnership.

3. Wampler's Farm Sausage



101.2 kWdc Solar Array in Lenoir City, TN

Start date:9/21/17 Completion: Anticipated by 31 Dec 2017

Status: In Progress

Contact: Ted (Trae) Wampler III, Project Engineer, 865-803-6976, trae@wampplersfarm.com

System type: CAT PVT115 thin film modules, SMA Sunny Tripower Inverters, Schletter Roof Racking

The 101.2 kW roof mount solar PV is the fourth solar system owned by Wampler's Farm Sausage in Lenoir City, TN (totaling 680 kw of Solar PV). This roof mounted solar array is part of the Wampler's Farm Solar Expansion project, driven by Wampler's commitment to solar and sustainable energy starting with the first 30 kW roof mount in 2009. Solar Alliance Southeast continued Wampler's solar expansion at the Lenoir City facility. Design and construction of the 101.2 kW roof mount solar PV was completed by Solar Alliance's Commercial Division, based in Knoxville, TN.

4. Buck Creek Farm – Solar PV Ground Mount



Start date:9/1/19 Completion: 12/5/19

Status: Fully Operational

Contact: Roger Shocklee, Owner Buck Creek Farms

System type: CAT Monocrystalline modules, SMA Sunny Boy Inverters, Nuance Osprey Racking

Solar Alliance installed an approximately 80 kW solar system at Buck Creek Farm, a commercial poultry producer outside of Owensboro, Kentucky. The project was built in partnership with Boyd CAT. The project

also included a US Dept. of Agriculture Renewable Energy for America (REAP) grant which provided significant financial support for the project as well as interconnection at three separate net metered locations.

Testimonials

Dry Ridge Farm



Photo: Aerial view of Dry Ridge Farm solar array by Sean Leader

Testimonial: Paul Green, Commercial System Owner, Dry Ridge Farm

“Just wanted to drop you a line letting you know how much I enjoyed my experience. Having workers on the roof of my barn full of horses can be a daunting job. Also, all of the paperwork in order to get the REAP grant is daunting as well. Then there is the politeness, great attitudes and professionalism of the workers. You have a great group of people working side by side with you. Just thought you should know

Three Rivers Market



Testimonial: Jacqueline Arthur, General manager, Three Rivers Market

“Going solar was a practical decision that fits into our long-range plans for sustainable growth and service to our members and our community. It is also a dream come true. ... For any financially conservative, locally-owned, values-based business or organization with a long-term commitment to our region, it is the right thing to do. The financial, environmental, and social return on the investment is unequivocal.”

Appalachian Electric Co-op

Greg Williams, General Manager, Appalachian Electric Co-op

“AEC recently partnered with [Solar Alliance] in submitting a proposal in response to an RFP for TVA’s Solar PV project. ... Harvey and team have demonstrated a commitment and level of enthusiasm for our project that has motivated me and our team. Their expertise in this field is obvious and the resources they bring to the table impressive. The proposal was noted by TVA as being one of the best among those submitted, which is a

direct reflection on *Solar Alliance* and their staff. We enjoyed implementing a successful project in partnership with the *Solar Alliance* team.”

Some of our Commercial Solar projects include:

Year	Project	Location	System Size (kW)
2019	Bridgestone PSR	Aiken, SC	2370.0
2019	AAMCO Lebanon (USDA)	Lebanon TN	20
2018	Wampler’s Farm Sausage	Lenoir City, TN	101
2018	New Raleigh Elementary	Sophia, WV	34
2017	Precision Part System	Winston Salem, NC	182.0
2017	AEG	Knoxville, TN	26.3
2016	Appalachian Electric Coop	Newport, TN	1370
2016	Terry Miller Outdoors	Knoxville, TN	15.9
2015	Appalachian outreach	Jefferson City, TN	57.7
2015	Dry Ridge Farm	Loudon, TN	27.36
2015	Bennett's Pit BBQ	Pigeon Forge	20.16
2015	Scott Wright Arch.	Cleveland, TN	10
2014	Three Rivers Market	Knoxville, TN	50
2014	R&M	New Tazewell, TN	16.25
2014	DeBord	Morristown, TN	28.875
2014	Century Plaza	Knoxville, TN	49.73
2014	Cycle Gear	Knoxville, TN	49.59
2013	Wykoff Solar	Knoxville, TN	49.98
2013	100 Aker Wood	Spring City, TN	47.04
2013	Zoo Elephant House	Knoxville, TN	48.02
2012	DFP Pink Pig	Morristown, TN	11.73

Ridgeview Elementary School 32 kW Solar PV System

LOCATION Sophia, WV

INVERTER SMA Sunny Tripower 30000TL

ENERGY PRODUCT 38,820 kwh annually

SOLAR PANELS Cat PVT 115 Thin Film Modules

MOUNTING Terragen S:FLEX Racking

UTILITY Appalachian Electric Power



BOYD

CAT



HILLSIDE THEATER 34.5 kW Solar PV System

LOCATION Hazard, KY

SOLAR PANELS Cat PVT 115Thin Film Modules

INVERTER SMA 30kW Sunny Tripower

MOUNTING TerraGen S:Flex

ENERGY PRODUCTION 41,935 kwh annually

CARBON OFFSET 68,803 lbs of CO₂ annually

COMMISSIONED June 2018

UTILITY Kentucky Power/AEP





LG&E BUSINESS SOLAR PROJECT 30 kW Solar PV System

LOCATION Louisville, KY

SOLAR PANELS Caterpillar supplied 345W Monocrystalline Modules

INVERTER SMA 30 kW Sunny Tripower

MOUNTING Unirac RM5 Ballast Bay

COMMISSIONED May 2018

UTILITY Louisville Gas and Electric Company



HAZARD, KY RESIDENTIAL 7.8 kW Solar PV System

LOCATION Hazard, KY

SOLAR PANELS Cat PVT 117 Thin Film Modules

INVERTER SMA 7kW Sunny Boy

MOUNTING TerraGen S:Flex

ENERGY PRODUCTION 10,413 kwh annually

CARBON OFFSET 17,085 lbs of CO₂ annually

COMMISSIONED June 2018

UTILITY Kentucky Power/AEP



BOYD

CAT



WHAYNE SUPPLY COMPANY dba BOYD CAT

MAIL ALL INVOICES TO: PO Box 872, North Aurora IL 60542	EMAIL INVOICES TO: Accounts_Payable@whayne.com
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Purchase Orders required.
 Accounts Payable Contact: Sherry Filley, AP Supervisor (Sherry_Filley@Whayne.com)
 Telephone: 502-774-4441
 Fax: 502-423-2759

Street Address: 10001 Linn Station Road, Louisville KY 40223-3828
 Mailing Address: PO Box 35900, Louisville KY 40232-5900

Tax Exempt # KY 44812 IN 003443892-001-3
 Federal ID # 61-0401854
 Duns # 0006945802
 SIC # 5082
 NAICS # 423810

Form of Organization: Kentucky Corporation
 Years in Business: Established 1913, Incorporated May 25, 1945
 Type of Business: Heavy Equipment, Size Classification - Large
 Division or subsidiary: No

Name of Officers: Monty L. Boyd President & CEO
 Joseph A. Yoerg Executive VP & CFO
Joe_Yoerg@Whayne.com
 Barry C. Morris Secretary

Bank Reference: J P Morgan Chase Bank NA
 Bessie Baker, Client Service Sr Associate
 1 East Ohio Street, 4th FL Mail Code IN1-0044
 Indianapolis IN 46204
 T: 317-767-8396
 F: 866-592-3231

Credit References:

CATERPILLAR INC.
 Attn: Donnell Lozeau
 100 NE Adams Street
 Peoria IL 61629
 T: 309-675-0676
 F: 309-636-2685
 Lozeau_Donnell@Cat.com

CINTAS CORPORATION
 Attn: Gina Jordan
 PO Box 107
 Mason OH 45040-0107
 T: 513-754-3505
 F: 513-573-4247

AGCO CORPORATION
 Attn: Randy McGinnis
 4205 River Green Parkway
 Duluth GA 30096
 T: 770-813-6540
 F: 770-813-6050
 F: 866-634-4690

Whayne Supply Company Locations (revised 07-2019)

Louisville

1400 Cecil Avenue
Louisville KY 40211

Corbin

2200 S. Kentucky Avenue
Corbin KY 40701

Jeffersonville

6109 Hamburg Pike
Jeffersonville IN 47130

Hopkinsville

211 Commerce Court
Hopkinsville KY 42240

Middletown

610 N. English Station Road
Middletown KY 40223

Hazard

410 Roy Campbell Drive
Hazard KY 41701

Elizabethtown

312 Peterson Drive
Elizabethtown KY 42701

Ashland

12251 US 60
Ashland KY 41102

Lexington

1900 Jaggie Fox Way
Lexington KY 40511

Paducah

1600 North 8th Street
Paducah KY 42001

Dry Ridge

215 Meeks Road
Dry Ridge KY 41035

Mayfield

123 Pioneer Industrial Drive
Mayfield KY 42066

Bowling Green

390 High Rail Way
Bowling Green KY 42101

Pikeville

359 S. Lanks Branch Road
Pikeville KY 41501

Columbia

110 Boyd Drive
Columbia KY 42728

Mount Sterling – Boyd Fabrication & Repair

1140 Hobart Road
Mt Sterling KY 40353

Evansville

2420 Lynch Road
Evansville IN 47711



H. Joseph Brenner
Senior Vice President
Middle Market

October 8, 2020

Re: Whayne Supply Co./Boyd Co.

10001 Linn Station Rd.

P.O. box 35900 (40232-5900)

Louisville, Ky (40223-3828)

To Whom It May Concern:

The Party in Question, Whayne Supply Co./Boyd Co. (Whayne), is a long time client of JP Morgan Chase Bank, NA (Chase). The relationship dates back over 10 years. Whayne has a full service relationship with Chase, including depository and lending services. From a lending perspective, Chase makes available a low 9 figure line of credit, which facility is in good standing and is handled as agreed. On the depository side, Whayne handles all of its affairs as agreed. There are no overdrafts. Chase also knows the management of Whayne well and recommends them to you.

Sincerely,

H. J. Brenner

SVP

Joe.brenner@chase.com

502-566-2789



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 8 Cadillac Drive, Suite 200 Brentwood TN 37027	CONTACT NAME: Sandra Whaley PHONE (A/C, No, Ext): 502-716-7851 E-MAIL ADDRESS: Sandra_Whaley@ajg.com		FAX (A/C, No): 502-716-7909													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Crum & Forster Specialty Insurance Co</td> <td>44520</td> </tr> <tr> <td>INSURER C : Great American Insurance Company</td> <td>16691</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Crum & Forster Specialty Insurance Co	44520	INSURER C : Great American Insurance Company	16691	INSURER D :		INSURER E :		INSURER F :
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INSURER C : Great American Insurance Company	16691															
INSURER D :																
INSURER E :																
INSURER F :																
INSURED Wayne Supply Company dba Boyd Company, LLC 10001 Linn Station Road Louisville, KY 40223	WHAYSUP-01															

COVERAGES

CERTIFICATE NUMBER: 2082690697

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO8196440-10	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP8196441-10	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TUU 3-02-79-31-01	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WCO8196439-10	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	GarageKeepers Pollution Liability			BAP8196441-10 PLL-105870	3/1/2020 10/1/2018	3/1/2021 10/1/2021	Each Occurrence \$2,000,000 Gen Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured for the General Liability and Comm Auto policies per endorsement CG 2037, edition 04/13 and CG 2010, edition 04/13 & CA2001 (10/13), UCA424FCW (04/14) The insurance provided in the General Liability & Commercial Auto policy is primary and Non-Contributory. A Waiver of Subrogation applies with respect to the General Liability & Comm Auto Policy's as required by written contract per endorsement UGL 1114A CW & UCA424FCW (04/14) Pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Umbrella is follow form

CERTIFICATE HOLDER**CANCELLATION**

Director, Division of Central Purchasing
 Lexington-Fayette Urban County Government
 200 East Main Street, 3rd Floor
 Lexington KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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October 12, 2020

Bond Letter – Whyne Supply Company

To Whom It May Concern:

Arch Insurance Company is pleased to be the surety for Whyne Supply Company. We consider the management team at Whyne Supply Company to be very capable and would highly recommend them to you. We will consider providing performance and payment bonds on single projects in the \$5,000,000 range with an aggregate backlog of up to \$10,000,000 as part of their routine bonding program. This, however, is not to be construed as a maximum support level; consideration will be given to larger jobs based upon the project details and contract requirements.

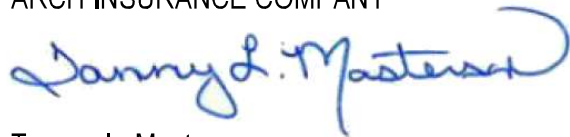
We are confident that Whyne Supply Company is very capable of successfully completing any project they choose to undertake. Arch Insurance Company regards Whyne Supply Company as a well-financed and well managed firm, and we would welcome any inquiries regarding their capabilities.

Naturally, any arrangement to release performance and payment bonds is a matter between Whyne Supply Company and Arch Insurance Company. Release of any bond(s) is subject to favorable review of underwriting conditions at the time of the bond request. This letter is not an assumption of liability and is only issued as a bonding reference as requested by our client.

Should you have any questions, please feel free to contact me at (502) 259-9321.

Sincerely,

ARCH INSURANCE COMPANY



Tammy L. Masterson
Attorney-In-Fact

cc. Whyne Supply Company



RESULTS FS #7

18,143 kWh/Year*

System output may range from 17,157 to 18,908 kWh per year near this location.

Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <https://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

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The energy output range is based on analysis of 30 years of historical weather data for nearby , and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Value (\$)
January	3.09	1,063	128
February	3.77	1,153	138
March	4.76	1,538	185
April	5.65	1,746	210
May	6.02	1,821	218
June	6.30	1,819	218
July	6.04	1,808	217
August	6.19	1,841	221
September	5.89	1,679	201
October	4.64	1,451	174
November	3.72	1,192	143
December	3.02	1,032	124
Annual	4.92	18,143	\$ 2,177

Location and Station Identification

Requested Location	Lexington Ky
Weather Data Source	Lat, Lon: 38.05, -84.5 0.3 mi
Latitude	38.05° N
Longitude	84.5° W

PV System Specifications (Commercial)

DC System Size	13.1 kW
Module Type	Standard
Array Type	Fixed (roof mount)
Array Tilt	26°
Array Azimuth	175°
System Losses	14.08%
Inverter Efficiency	98%
DC to AC Size Ratio	1.09

Economics

Average Retail Electricity Rate	0.120 \$/kWh
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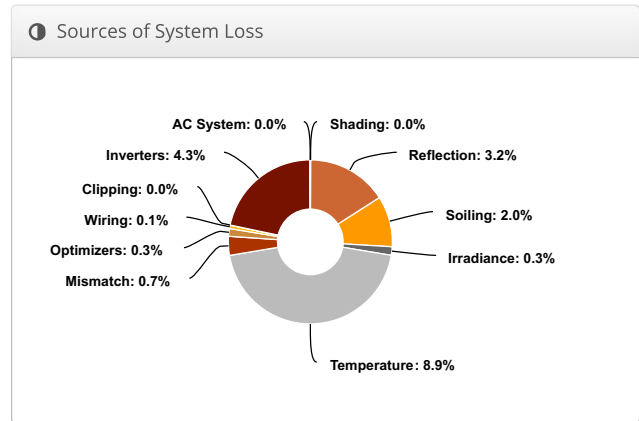
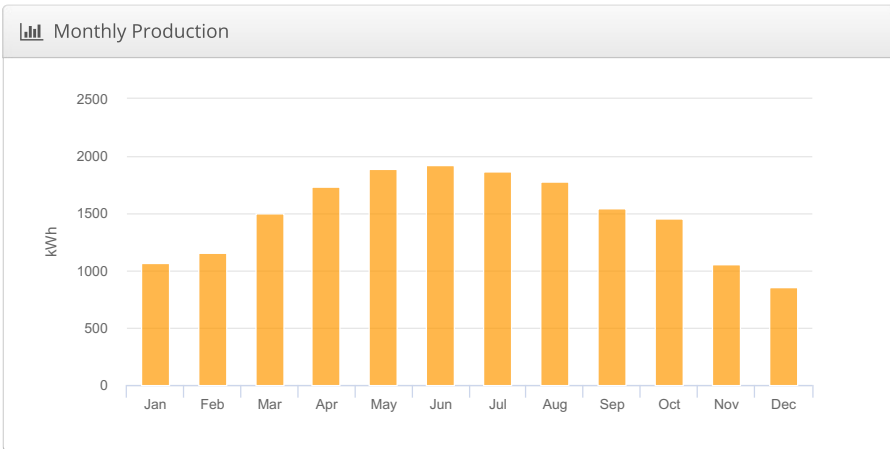
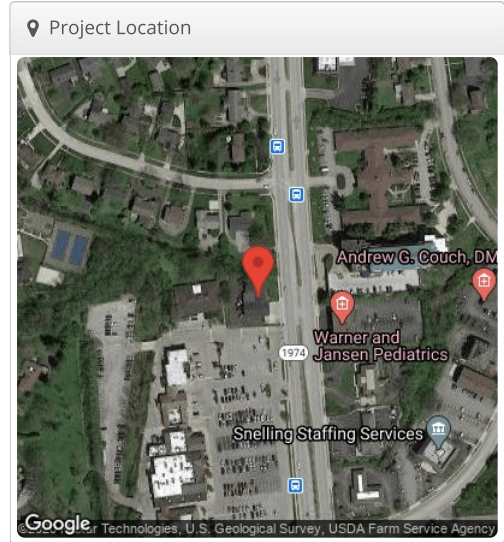
Performance Metrics

Capacity Factor	15.8%
-----------------	-------

Fire Station 7 Design 1 Boyd Lexington FS Bid, 3307 Bates Creek Lexington KY

Report	
Project Name	Boyd Lexington FS Bid
Project Address	3307 Bates Creek Lexington KY
Prepared By	Hank Tincher hank_tincher@whayne.com

System Metrics	
Design	Fire Station 7 Design 1
Module DC Nameplate	13.1 kW
Inverter AC Nameplate	12.0 kW Load Ratio: 1.10
Annual Production	17.81 MWh
Performance Ratio	81.4%
kWh/kWp	1,355.1
Weather Dataset	TMY, LEXINGTON, NSRDB (tmy2)
Simulator Version	c23eb56b98-f3faf539db-7297229fdb-be33973449



Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,497.2	
	POA Irradiance	1,664.3	11.2%
	Shaded Irradiance	1,664.0	0.0%
	Irradiance after Reflection	1,611.3	-3.2%
	Irradiance after Soiling	1,579.1	-2.0%
	Total Collector Irradiance	1,579.1	0.0%
Energy (kWh)	Nameplate	20,752.9	
	Output at Irradiance Levels	20,683.2	-0.3%
	Output at Cell Temperature Derate	18,835.5	-8.9%
	Output After Mismatch	18,694.6	-0.7%
	Optimizer Output	18,637.9	-0.3%
	Optimal DC Output	18,612.6	-0.1%
	Constrained DC Output	18,612.5	0.0%
	Inverter Output	17,808.2	-4.3%
	Energy to Grid	17,806.1	0.0%
Temperature Metrics			
	Avg. Operating Ambient Temp		14.9 °C
	Avg. Operating Cell Temp		31.3 °C
Simulation Metrics			
	Operating Hours	4726	
	Solved Hours	4726	

Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, LEXINGTON, NSRDB (tmy2)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module	Uploaded By	Characterization									
	PVC365 MP (Caterpillar)	Folsom Labs	180723.Caterpillar_PVC365 MP.PAN, PAN									
Component Characterizations	Device	Uploaded By	Characterization									
	TS4-O (Tigo)	Folsom Labs	Default Characterization									
	SB 6000US (240) (SMA)	Folsom Labs	Default Characterization									

Components

Component	Name	Count
Inverters	SB 6000US (240) (SMA)	2 (12.0 kW)
AC Home Runs	1/0 AWG (Aluminum)	2 (253.3 ft)
Strings	10 AWG (Copper)	4 (128.8 ft)
Optimizers	TS4-O (Tigo)	36 (12.6 kW)
Module	Caterpillar, PVC365 MP (365W)	36 (13.1 kW)

Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	7-11	Along Racking

Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Portrait (Vertical)	25°	176.413°	0.0 ft	2x	N/A	36	13.1 kW





RESULTS AS #15

18,043 kWh/Year*

System output may range from 17,064 to 18,805 kWh per year near this location.

Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <https://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

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The energy output range is based on analysis of 30 years of historical weather data for nearby , and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

Month	Solar Radiation (kWh / m ² / day)	AC Energy (kWh)	Value (\$)
January	3.23	1,107	133
February	3.86	1,175	141
March	4.72	1,523	183
April	5.54	1,708	205
May	5.84	1,766	212
June	6.11	1,766	212
July	5.85	1,750	210
August	6.07	1,805	217
September	5.88	1,670	200
October	4.74	1,475	177
November	3.83	1,219	146
December	3.17	1,078	129
Annual	4.90	18,042	\$ 2,165

Location and Station Identification

Requested Location	Lexington Ky
Weather Data Source	Lat, Lon: 38.05, -84.5 0.3 mi
Latitude	38.05° N
Longitude	84.5° W

PV System Specifications (Commercial)

DC System Size	13.1 kW
Module Type	Standard
Array Type	Fixed (roof mount)
Array Tilt	33°
Array Azimuth	200°
System Losses	14.08%
Inverter Efficiency	98%
DC to AC Size Ratio	1.09

Economics

Average Retail Electricity Rate	0.120 \$/kWh
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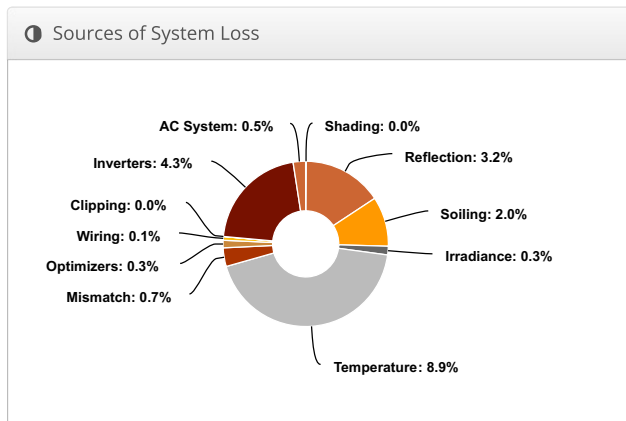
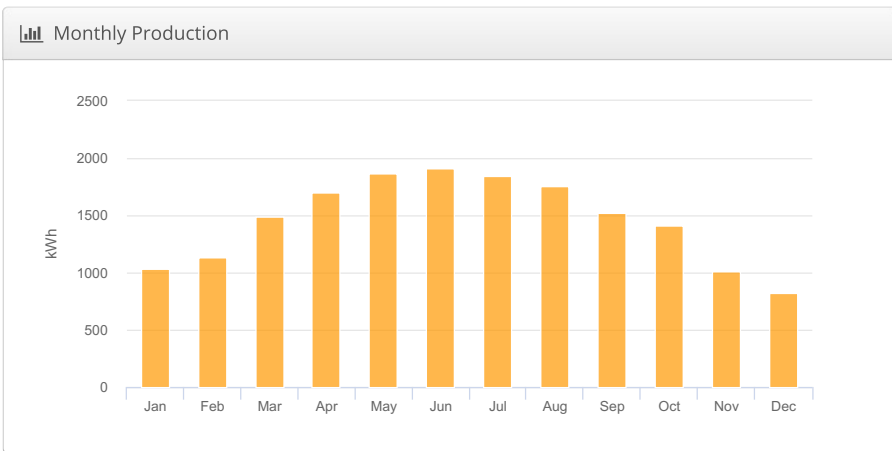
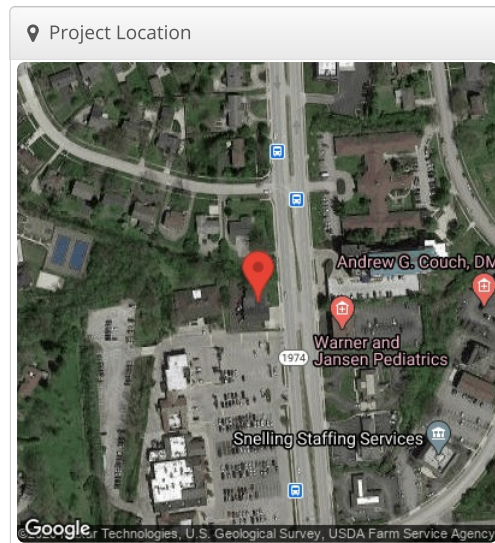
Performance Metrics

Capacity Factor	15.7%
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Fire Station 15 Design 1 Boyd Lexington FS Bid, 3307 Tates Creek Lexington KY

Report	
Project Name	Boyd Lexington FS Bid
Project Address	3307 Tates Creek Lexington KY
Prepared By	Hank Tincher hank_tincher@whayne.com

System Metrics	
Design	Fire Station 15 Design 1
Module DC Nameplate	13.1 kW
Inverter AC Nameplate	12.0 kW Load Ratio: 1.10
Annual Production	17.51 MWh
Performance Ratio	81.0%
kWh/kWp	1,332.6
Weather Dataset	TMY, LEXINGTON, NSRDB (tmy2)
Simulator Version	c23eb56b98-f3faf539db-7297229fdb-be33973449



Annual Production			
	Description	Output	% Delta
Irradiance (kWh/m ²)	Annual Global Horizontal Irradiance	1,497.2	
	POA Irradiance	1,646.0	9.9%
	Shaded Irradiance	1,645.0	0.0%
	Irradiance after Reflection	1,592.8	-3.2%
	Irradiance after Soiling	1,561.0	-2.0%
	Total Collector Irradiance	1,561.0	0.0%
Energy (kWh)	Nameplate	20,514.4	
	Output at Irradiance Levels	20,443.1	-0.3%
	Output at Cell Temperature Derate	18,618.8	-8.9%
	Output After Mismatch	18,479.7	-0.7%
	Optimizer Output	18,423.6	-0.3%
	Optimal DC Output	18,396.2	-0.1%
	Constrained DC Output	18,396.1	0.0%
	Inverter Output	17,597.9	-4.3%
	Energy to Grid	17,509.9	-0.5%
Temperature Metrics			
	Avg. Operating Ambient Temp		14.9 °C
	Avg. Operating Cell Temp		31.1 °C
Simulation Metrics			
	Operating Hours	4726	
	Solved Hours	4726	

Condition Set												
Description	Condition Set 1											
Weather Dataset	TMY, LEXINGTON, NSRDB (tmy2)											
Solar Angle Location	Meteo Lat/Lng											
Transposition Model	Perez Model											
Temperature Model	Sandia Model											
Temperature Model Parameters	Rack Type	a	b	Temperature Delta								
	Fixed Tilt	-3.56	-0.075	3°C								
	Flush Mount	-2.81	-0.0455	0°C								
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D
	2	2	2	2	2	2	2	2	2	2	2	2
Irradiation Variance	5%											
Cell Temperature Spread	4° C											
Module Binning Range	-2.5% to 2.5%											
AC System Derate	0.50%											
Module Characterizations	Module	Uploaded By	Characterization									
	PVC365 MP (Caterpillar)	Folsom Labs	180723.Caterpillar_PVC365 MP.PAN, PAN									
Component Characterizations	Device	Uploaded By	Characterization									
	TS4-O (Tigo)	Folsom Labs	Default Characterization									
	SB 6000US (240) (SMA)	Folsom Labs	Default Characterization									

☰ Components

Component	Name	Count
Inverters	SB 6000US (240) (SMA)	2 (12.0 kW)
Strings	10 AWG (Copper)	4 (166.7 ft)
Optimizers	TS4-O (Tigo)	36 (12.6 kW)
Module	Caterpillar, PVC365 MP (365W)	36 (13.1 kW)

☰ Wiring Zones

Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	7-11	Along Racking

☰ Field Segments

Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Portrait (Vertical)	25°	204.149°	0.0 ft	2x9	2	36	13.1 kW

📍 Detailed Layout





Picture shown may not reflect actual configuration

Features

Proven Energy Yield

- Up to 19.1% efficiency
- -0/+5W positive power tolerance

Excellent Performance in Low Irradiance

- Outstanding power output in low irradiance conditions such as dawn, dust, and cloudy days

Anti-PID

- Anti-PID (performance induced degradation) techniques for processing solar cells and encapsulation of modules applied

Adaptability to Harsh Environments

- Excellent anti-salt mist and anti-ammonia capability; adaptable to harsh environments such as seaside and farms

Robust Frame

- Robust module construction enables installed module to withstand 5400 Pa front side static loading and 25mm hail impact at 23m/s.

PVC365 MP Mono Crystalline Photovoltaic Module

The mono crystalline photovoltaic modules feature high efficiency low LID mono PERC technology and provide excellent performance under low temperature or low light environment. The modules provide high power output at high levels of reliability.

Complete System and Product Certifications

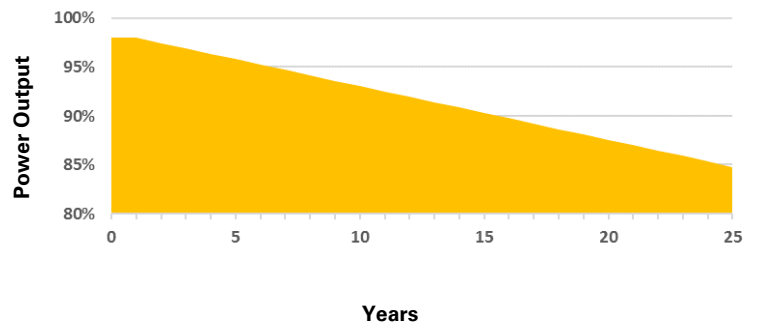
- IEC 61215, IEC61730, UL1703 (Class C, Type 4 fire rating)
- ISO 9001:2008: ISO Quality Management System
- ISO 14001:2004: ISO Environment Management System
- TS62941: Guideline for module design qualification and type approval
- OHSAS 18001: 2007 Occupational Health and Safety

Worldwide Product Support

- Cat dealers have over 1,800 dealer branch stores operating in over 200 countries
- Your local Cat dealer provides extensive pre-sale and post-sale support, including design consultation, service contracts, and all maintenance agreement.

Module Warranty

- 10-year warranty for materials and processing
- 25-year warranty for linear power output. Produces more than 98% power in the first year, then declining by 0.55% per year, ending at 84.8% power after 25 years.

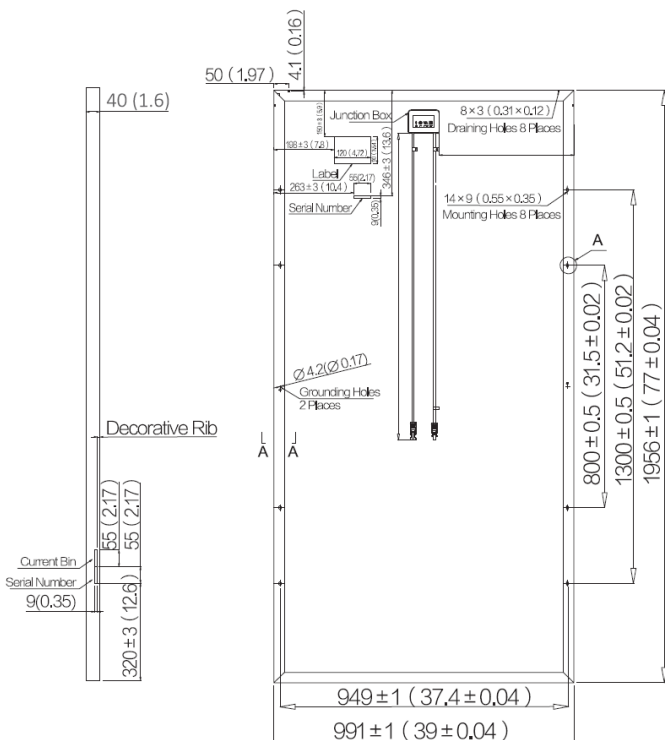


MECHANICAL DETAILS	
Length	1956mm (77in)
Width	991mm (30in)
Thickness	40mm (1.6in)
Weight	22.2kg (48.9 lbs)
Leadwire	4 mm ² , 1000mm
Connectors	MC4 Compatible PV-ZH202B TL-CABLE01S-F
Cell Type	Monocrystalline, 72 cells per panel
Application Class	Class A
Frame Material	Aluminum
Front Side Max Static Load	5400 Pa
Rear Side Max Static Load	2400 Pa
Hailstone Test	25mm hailstone at 23m/s

Module Rating at Standard Test Conditions (STC)		
1000W/m ² , AM 1.5, 25°C	Model	PVC365 MP
Nominal Power (-0/+5W)	P _{MPP} (W)	365
Voltage at P _{MAX}	V _{MPP} (V)	39.3
Current at P _{MAX}	I _{MPP} (A)	9.29
Open Circuit Voltage	V _{OC} (V)	48.0
Short Circuit Current	I _{SC} (A)	9.74
Module Efficiency	%	18.8
Maximum System Voltage	V _{SYS} (V)	1000
Maximum Series Fuse	I _{CF} (A)	15A

Rating at Nominal Operating Cell Temperature of 45°C		
800W/m ² , 20°C air temperature, AM 1.5, 1 m/w wind speed		
Nominal Power	P _{MPP} (W)	268.3
Voltage at P _{MAX}	V _{MPP} (V)	36.1
Current at P _{MAX}	I _{MPP} (A)	7.43
Open Circuit Voltage	V _{OC} (V)	44.4
Short Circuit Current	I _{SC} (A)	7.85

TEMPERATURE CHARACTERISTICS		
Module Operating Temperature Range	(°C)	-40 to +85
Temperature Coefficient of P _{MPP}	T _K (P _{MPP})	-0.380%/°C
Temperature Coefficient of V _{OC}	T _K (V _{OC})	-0.286%/°C
Temperature Coefficient of I _{SC}	T _K (I _{SC})	+0.057%/°C



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TS4-A-F

PV Module Advanced Add-On

The TS4-A-F is the advanced add-on shutdown solution that brings smart module functionality to standard PV modules for higher reliability. Upgrade existing PV systems or add module-level shutdown to new installations.

The TS4-A-F shutdown feature requires installation with the Tigo RSS Transmitter or an inverter with built-in Tigo certified transmitter for activation.

Included Features



Manual or automatic
module-level **shutdown**

Easy Installation

Snap to standard module frame
or remove brackets for rack mounting

PLC Signaling

Control module-level shutdown with
the Tigo RSS Transmitter

Automatic Shutdown

PV array enters shutdown mode
in event of AC grid loss



TS4-A-F SPECIFICATIONS

Environmental

Operating Temperature Range	-40°C to +85°C (-40°F to +185°F)
Outdoor Rating	IP68
Maximum Elevation	2000m

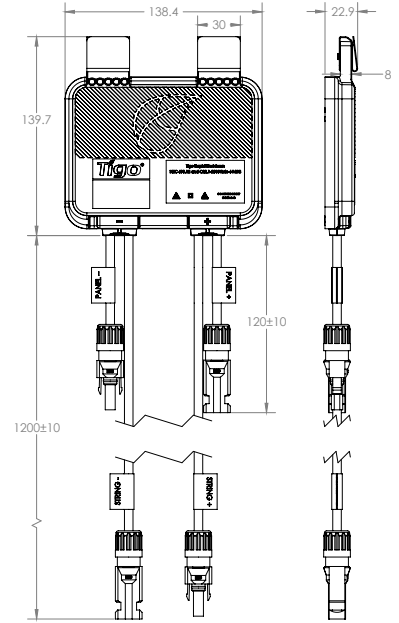
Mechanical

Dimensions	138.4mm x 139.7mm x 22.9mm
Weight	490g

Electrical

Voltage Range	16 - 90V
Maximum Current	15A
Maximum Power	500W
Output Cable Length	1.2m (standard)
Connectors	MC4 (standard)
Communication Type	PLC

Module-level shutdown activation of TS4-A-F requires RSS Transmitter.



ORDERING INFORMATION

Standard

458-00252-32 1500V UL / 1000V TÜV, 1.2m cable, MC4

Options

458-00257-12 1000V UL / TÜV, 1.2m cable, MC4 comparable

458-00261-32 1500V UL / TÜV, 1.2m cable, EVO2

For sales info:

sales@tigoenergy.com

For product info:

Visit tigoenergy.com/products

For technical info:

Visit support.tigoenergy.com



For additional info and product selection assistance, use Tigo's online design tool at tigoenergy.com/design



SUNNY BOY 3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US



SB3.0-1SP-US-41 / SB3.8-1SP-US-41 / SB5.0-1SP-US-41 / SB6.0-1SP-US-41 / SB7.0-1SP-US-41 / SB7.7-1SP-US-41 / SB3.0-1TP-US-41 / SB3.8-1TP-US-41 / SB5.0-1TP-US-41 / SB6.0-1TP-US-41 / SB7.0-1TP-US-41 / SB7.7-1TP-US-41



Value-Added Improvements

- SunSpec certified technology for cost-effective module-level shutdown
- Advanced AFCI compliant to UL 1699B for arc fault protection

Reduced Labor

- New Installation Assistant with direct access via smartphone minimizes time in the field
- Advanced communication interface with fewer components creates 50% faster setup and commissioning

Optimized Power Production

- ShadeFix, SMA's proprietary shade management solution, produces more power than alternatives
- Reduced component count provides maximum system reliability

Trouble-Free Service

- SMA Service Mobile App provides simplified, expedited field service
- Equipped with SMA Smart Connected, a proactive service solution that is integrated into Sunny Portal

SUNNY BOY 3.0-US / 3.8-US / 5.0-US / 6.0-US / 7.0-US / 7.7-US

Power with a purpose

The residential PV market is changing rapidly. Your bottom line matters more than ever—so we've designed a superior residential solution to help you decrease costs at every stage of your business operations. The Sunny Boy 3.0-US/3.8-US/5.0-US/6.0-US/7.0-US/7.7-US join the SMA lineup of field-proven solar technology backed by the world's #1 service team. This improved residential solution features ShadeFix, SMA's proprietary technology that optimizes system performance. ShadeFix also provides superior power production with a reduced component count versus competitors, which provides maximum reliability. No other optimized solution generates more power or is as easy as systems featuring SMA ShadeFix and SunSpec certified devices. Finally, SMA Smart Connected will automatically detect errors and initiate the repair and replacement process so that installers can reduce service calls and save time and money.

www.SMA-America.com

Technical data	Sunny Boy 3.0-US		Sunny Boy 3.8-US		Sunny Boy 5.0-US	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max. PV power	4800 Wp		6144 Wp		8000 Wp	
Max. DC voltage			600 V			
Rated MPP voltage range	155 - 480 V		195 - 480 V		220 - 480 V	
MPPT operating voltage range			100 - 550 V			
Min. DC voltage / start voltage			100 V / 125 V			
Max. operating input current per MPPT			10 A			
Max. short circuit current per MPPT			18 A			
Number of MPPT tracker / string per MPPT tracker			2/1		3 / 1	
Output (AC)						
AC nominal power	3000 W	3000 W	3330 W	3840 W	5000 W	5000 W
Max. AC apparent power	3000 VA	3000 VA	3330 VA	3840 VA	5000 VA	5000 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	14.5 A	12.5 A	16.0 A	16.0 A	24.0 A	21.0 A
Power factor (cos φ) / harmonics	1 / < 4 %					
Output phases / line connections	1 / 2					
Efficiency						
Max. efficiency	97.2 %	97.6 %	97.3 %	97.6 %	97.3 %	97.6 %
CEC efficiency	96.0 %	96.5 %	96.5 %	96.5 %	96.5 %	97.0 %
Protection devices						
DC disconnect device / DC reverse polarity protection			● / ●			
Ground fault monitoring / Grid monitoring			●			
AC short circuit protection			●			
All-pole sensitive residual current monitoring unit (RCMU)			●			
Arc fault circuit interrupter (AFCI)			●			
Protection class / overvoltage category			I / IV			
General data						
Dimensions (W / H / D) in mm (in)	535 x 730 x 198 (21.1 x 28.5 x 7.8)					
Packaging dimensions (W / H / D) in mm (in)	600 x 800 x 300 (23.6 x 31.5 x 11.8)					
Weight / packaging weight	26 kg (57 lb) / 30 kg (66 lb)					
Temperature range: operating / non-operating	-25 °C ...+60 °C / -40 °C ...+60 °C					
Environmental protection rating	NEMA 3R					
Noise emission (typical)	39 dB(A)					
Internal power consumption at night	< 5 W					
Topology / cooling concept	transformerless / convection					
Features						
Ethernet ports			2			
Secure Power Supply			●*			
Display (2 x 16 characters)			●			
2.4 GHz WLAN / External WLAN antenna			●/○			
ShadeFix technology for string level optimization			●			
Cellular (4G / 3G) / Revenue Grade Meter			○/○**			
Warranty: 10 / 15 / 20 years ***			●/○/○			
Certificates and approvals	UL 1741, UL 1741 SA incl. CA Rule 21 RSD, UL 1998, UL 1699B Ed. 1, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1, HECO Rule 14H, PV Rapid Shutdown System Equipment					
● Standard features ○ Optional features – Not available						
NOTE: US inverters ship with gray lids. Data at nominal conditions * Not compatible with SunSpec shutdown devices **Standard in SBX.X-1TP-US-41						
Type designation	SB3.0-1SP-US-41 / SB3.0-1TP-US-41		SB3.8-1SP-US-41 / SB3.8-1TP-US-41		SB5.0-1SP-US-41 / SB5.0-1TP-US-41	



External WLAN antenna
EXTANT-US-40



SunSpec Certified
Rapid Shutdown
Receivers

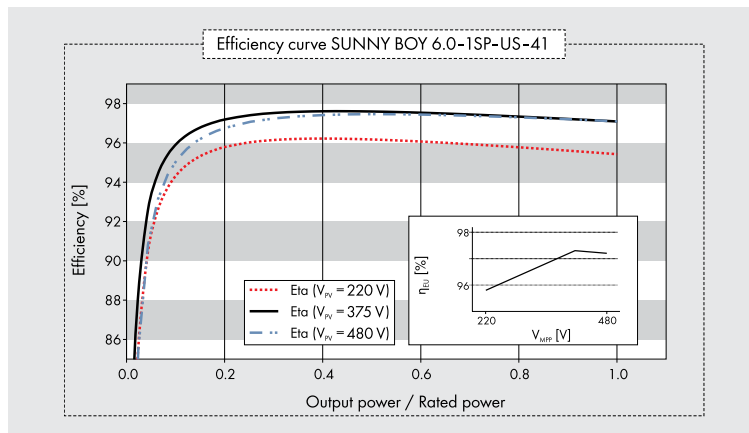


Revenue Grade
Meter Kit
RGM05KIT-US-10



Cellular Modem Kit
CELLMODKIT-US-10

*** Listed warranty terms are applicable in SMA-designated primary support countries, including the U.S., Canada, and Mexico. Reduced terms or restrictions may apply in other Americas regions and territories including the Pacific and Caribbean.



Technical data	Sunny Boy 6.0-US		Sunny Boy 7.0-US		Sunny Boy 7.7-US	
	208 V	240 V	208 V	240 V	208 V	240 V
Input (DC)						
Max. PV power	9600 W _p		11200 W _p		12320 W _p	
Max. DC Voltage			600 V			
Rated MPP Voltage range	220 - 480 V		245 - 480 V		270 - 480 V	
MPPT operating voltage range			100 - 550 V			
Min. DC voltage / start voltage			100 V / 125 V			
Max. operating input current per MPPT			10 A			
Max. short circuit current per MPPT			18 A			
Number of MPPT tracker / string per MPPT tracker			3 / 1			
Output (AC)						
AC nominal power	5200 W	6000 W	6660 W	7000 W	6660 W	7680 W
Max. AC apparent power	5200 VA	6000 VA	6660 VA	7000 VA	6660 VA	7680 VA
Nominal voltage / adjustable	208 V / ●	240 V / ●	208 V / ●	240 V / ●	208 V / ●	240 V / ●
AC voltage range	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V	183 - 229 V	211 - 264 V
AC grid frequency	60 Hz / 50 Hz					
Max. output current	25.0 A	25.0 A	32.0 A	29.2 A	32.0 A	32.0 A
Power factor (cos φ) / harmonics	1 / < 4 %					
Output phases / line connections	1 / 2					
Efficiency						
Max. efficiency	97.3 %	97.7 %	97.3 %	97.9 %	97.3 %	97.5 %
CEC efficiency	96.5 %	97.0 %	96.5 %	97.0 %	96.5 %	97.0 %
Protection devices						
DC disconnect device / DC reverse polarity protection			● / ●			
Ground fault monitoring / Grid monitoring			●			
AC short circuit protection			●			
All-pole sensitive residual current monitoring unit (RCMU)			●			
Arc fault circuit interrupter (AFCI)			●			
Protection class / overvoltage category			I / IV			
General data						
Dimensions (W / H / D) in mm (in)			535 x 730 x 198 (21.1 x 28.5 x 7.8)			
Packaging Dimensions (W / H / D) in mm (in)			600 x 800 x 300 (23.6 x 31.5 x 11.8)			
Weight / packaging weight			26 kg (57 lb) / 30 kg (66 lb)			
Temperature range: operating / non-operating			-25 °C ...+60 °C / -40 °C ...+60 °C			
Environmental protection rating			NEMA 3R			
Noise emission (typical)	39 dB(A)				45 dB(A)	
Internal power consumption at night			< 5 W			
Topology / cooling concept	transformerless / convection				transformerless / fan	
Features						
Ethernet ports			2			
Secure Power Supply			●*			
Display (2 x 16 characters)			●			
2.4 GHz WLAN / External WLAN antenna			●/○			
ShadeFix technology for string level optimization			●			
Cellular (4G / 3G) / Revenue Grade Meter			○/○**			
Warranty: 10 / 15 / 20 years ***			●/○/○			
Certificates and approvals	UL 1741, UL 1741 SA incl. CA Rule 21 RSD, UL 1998, UL 1699B Ed. 1, IEEE1547, FCC Part 15 (Class A & B), CAN/CSA V22.2 107.1-1, HECO Rule 14H, PV Rapid Shutdown System Equipment					
● Standard features ○ Optional features – Not available						
NOTE: US inverters ship with gray lids. Data at nominal conditions * Not compatible with SunSpec shutdown devices **Standard in SBX.X-1TP-US-41						
Type designation	SB6.0-1SP-US-41 / SB6.0-1TP-US-41		SB7.0-1SP-US-41 / SB7.0-1TP-US-41		SB7.7-1SP-US-41 / SB7.7-1TP-US-41	

POWER+ SOLUTION

The SMA Power+ Solution combines legendary SMA inverter performance and SunSpec certified shutdown devices in one cost-effective, comprehensive package. In addition, SMA ShadeFix technology optimizes power production and provides greater reliability than alternatives.

This rapid shutdown solution fulfills UL 1741, NEC 2014, and NEC 2017 requirements and is certified to the power line-based SunSpec Rapid Shutdown communication signal over DC wires, making it the most simple and cost-effective rapid shutdown solution on the market.

Visit www.SMA-America.com for more information.





SIMPLE, FLEXIBLE DESIGN

Speed the completion of customer proposals and maximize the efficiency of your design team with the Sunny Boy-US series, which provides a new level of flexibility in system design by offering:

- » Hundreds of stringing configurations and multiple independent MPPTs
- » SMA's proprietary ShadeFix technology optimizes power production
- » Diverse application options including on- and off-grid compatibility



VALUE-DRIVEN SALES ENABLEMENT

SMA wants to enable your sales team by arming them with an abundance of feature/benefit support. Show your customers the value of the Sunny Boy-US series by utilizing:

- » The opportunity to join the SMA PowerUP network of installers who receive in-depth training, enhanced service, and prioritized marketing support
- » SMA's 35 year history and status as the #1 global inverter manufacturer instills homeowners with peace of mind and the long-term security they demand from a PV investment
- » The most economical solution for shade mitigation with superior power production



IMPROVED STOCKING AND ORDERING

Ensure that your back office business operations run smoothly and succinctly while mitigating potential errors. The Sunny Boy-US series can help achieve cost savings in these areas by providing:

- » An integrated DC disconnect that simplifies equipment stocking and allows for a single inverter part number
- » All communications integrated into the inverter, eliminating the need to order additional equipment



STREAMLINED INSTALLATION AND COMMISSIONING

Expedite your operations in the field by taking advantage of the new Sunny Boy's installer-friendly feature set including:

- » Direct access via smartphone and utilization of SMA's Installation Assistant, which minimizes time/labor spent in the field and speeds the path to commissioning
- » Simple commissioning and monitoring setup in a single online portal
- » The fastest, easiest installation thanks to SMA ShadeFix and SunSpec certified shutdown devices



SUPERIOR SERVICE

SMA understands the factors that contribute to lifetime PV ownership cost, that's why the Sunny Boy-US series was designed for maximum reliability and backstopped by an unmatched service offering. Benefit from:

- » SMA Smart Connected, a proactive service solution integrated into Sunny Portal that automatically detects errors and initiates the repair and replacement process
- » The SMA Service Mobile App, which provides simplified, expedited field service

For residential segment

Gateway for quick installation

Data transfer to the
Solar-Log WEB Enerest™

Small and compact design
for DIN rail mounting



Article number

Solar-Log 50

256200

Solar-Log 50

The Gateway

Function

Power reduction to x% and Software Licenses

The basic version of the Gateway comes with the active power reduction to x% option and additional add-on functions can be enabled by purchasing software licenses. To enable this, the Solar-Log 50 has to be connected to the Internet.

Display Options

Solar-Log WEB Enerest™

The new Solar-Log 50 acts as a Gateway between the PV plant and the Solar-Log WEB Enerest™ portal.

Solar-Log WEB Enerest™ App

This app offers users comfort and security with its structured operating concept, intuitive controls, modern features and interactive graphics. The app is available for free from the app store.

Connections

Inverters

The Gateway Solar-Log 50 is compatible with inverters from all the major manufacturers.

2 x RS485 or 1 x RS422

To connect components.

Solar-Log® USB Connection and Data Export

A USB stick can be connected for safe and quick manual installations of new firmware updates, configurations, and backups. The backup and configuration can be exported as a file via USB.

Ethernet

The Gateway Solar-Log 50 can be connected directly to compatible inverters via Ethernet.

	Inverter: Monitoring and power reduction to x %	Ethernet RS485 (4 pole) or RS422 ¹⁾ (6 pole)
Basic Functions	Battery storage: Monitoring	Ethernet RS485 (4 pole) or RS422 ¹⁾ (6 pole)
	Meter	RS485 (2 pole)
	Maximum number of components	5
	Maximum plant size	15 kWp
	Recommended cable length ²⁾	30 m
	Expandable Licenses ³⁾	Solar-Log 50 Opening License for the expansion up to 10 components
Solar-Log 50 Opening License for the plant expansion up to 30 kWp		from 15 kWp to maximum 30 kWp
Interfaces	RS485/RS422	2 x RS485 or 1 x RS422
	Ethernet	●
	USB connection	●
General Data	Power supply voltage and device voltage	24 V
	Connection to Solar-Log WEB Enerest™ (Internet connection required)	●
	Multi-lingual (DE, EN, ES, FR, IT, CN)	●
	Dimensions (w x h x d) in mm	53.6 x 89.7 x 35.5
	Warranty	2 years

1) No RS485 meter connectable.

2) Depending on the inverter used and the cable type (details can also vary from one type of device to another).

3) With additional costs.

Solar-Log WEB Enerest™ in detail see product comparison page 26



Power supply sold separately

Components	Article number	Solar-Log 50	
Solar-Log® PRO380-Mod	255913	●	Meters
Solar-Log® PRO380-Mod-CT	256059	●	
Wireless Kit TP-Link	256012	●	WiFi
Special PiggyBack for SMA	220020	●	Misc.

Article Number

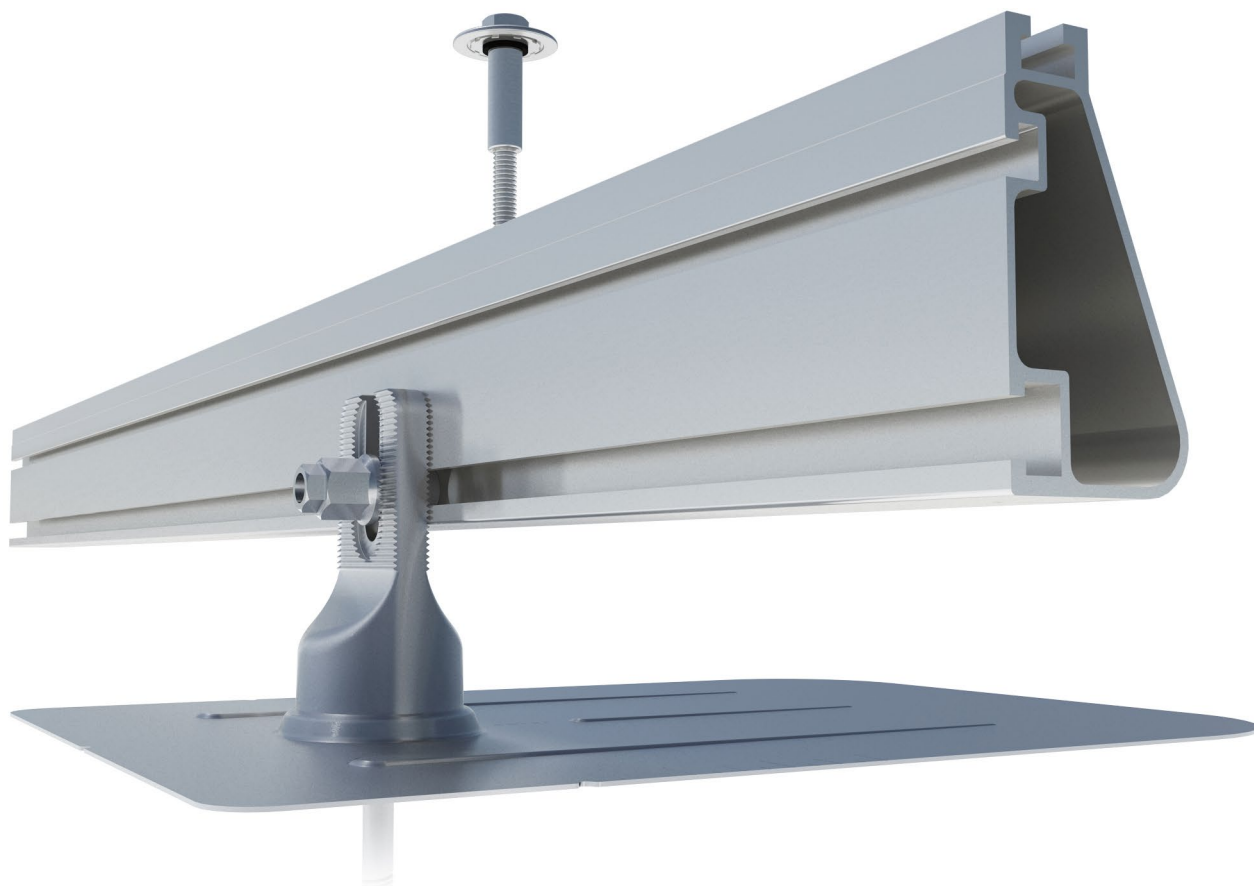
Solar-Log 50	256200
Power supply	869203
Mounting rail power supply	869204
Solar-Log 50 Opening License up to 30 kWp	256206
Solar-Log 50 Opening License up to 10 components	256205



[Installation on DIN rail mounting](#)

[Configuration Assistant](#)

[Setup in the Solar-Log WEB Enerest™](#)



Built for solar's toughest roofs.

IronRidge builds the strongest mounting system for pitched roofs in solar. Our components have been tested to the limit and proven in extreme environments, including Florida's high-velocity hurricane zones.

Our rigorous approach has led to unique structural features, such as curved rails and reinforced flashings, and is also why our products are fully certified, code compliant and backed by a 25-year warranty.



Strength Tested

All components evaluated for superior structural performance.



PE Certified

Pre-stamped engineering letters available in most states.



Class A Fire Rating

Certified to maintain the fire resistance rating of the existing roof.



Design Assistant

Online software makes it simple to create, share, and price projects.



UL 2703 Listed System

Entire system and components meet newest effective UL 2703 standard.



25-Year Warranty

Products guaranteed to be free of impairing defects.

XR Rails ☺

XR10 Rail



A low-profile mounting rail for regions with light snow.

- 6' spanning capability
- Moderate load capability
- Clear and black finish

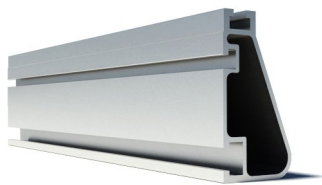
XR100 Rail



The ultimate residential solar mounting rail.

- 8' spanning capability
- Heavy load capability
- Clear and black finish

XR1000 Rail



A heavyweight mounting rail for commercial projects.

- 12' spanning capability
- Extreme load capability
- Clear anodized finish

Bonded Splices



All rails use internal splices for seamless connections.

- Self-drilling screws
- Varying versions for rails
- Forms secure bonding

Clamps & Grounding ☺

UFOs



Universal Fastening Objects bond modules to rails.

- Fully assembled & lubed
- Single, universal size
- Clear and black finish

Stopper Sleeves



Snap onto the UFO to turn into a bonded end clamp.

- Bonds modules to rails
- Sized to match modules
- Clear and black finish

CAMO



Bond modules to rails while staying completely hidden.

- Universal end-cam clamp
- Tool-less installation
- Fully assembled

Bonding Hardware



Bond and attach XR Rails to roof attachments.

- T & Square Bolt options
- Nut uses 7/16" socket
- Assembled and lubricated

Attachments ☺

FlashFoot2



Flash and mount XR Rails with superior waterproofing.

- Twist-on Cap eases install
- Wind-driven rain tested
- Mill and black finish

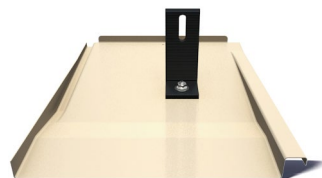
Conduit Mount



Flash and mount conduit, strut, or junction boxes.

- Twist-on Cap eases install
- Wind-driven rain tested
- Secures 3/4" or 1" conduit

Knockout Tile



Replace tiles and ensure superior waterproofing.

- Flat, S, & W tile profiles
- Form-fit compression seal
- Single-lag universal base

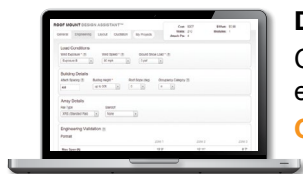
All Tile Hook



Mount on tile roofs with a simple, adjustable hook.

- Works on flat, S, & W tiles
- Single-socket installation
- Optional deck flashing

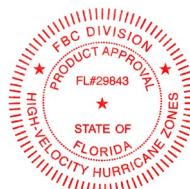
Resources



Design Assistant

Go from rough layout to fully engineered system. For free.

[Go to IronRidge.com/design](https://www.ironridge.com/design)



Endorsed by FL Building Commission

Flush Mount is the first mounting system to receive Florida Product approval for 2017 Florida Building Code compliance.

[Learn More at bit.ly/floridacert](https://bit.ly/floridacert)

The Strongest Attachment in Solar

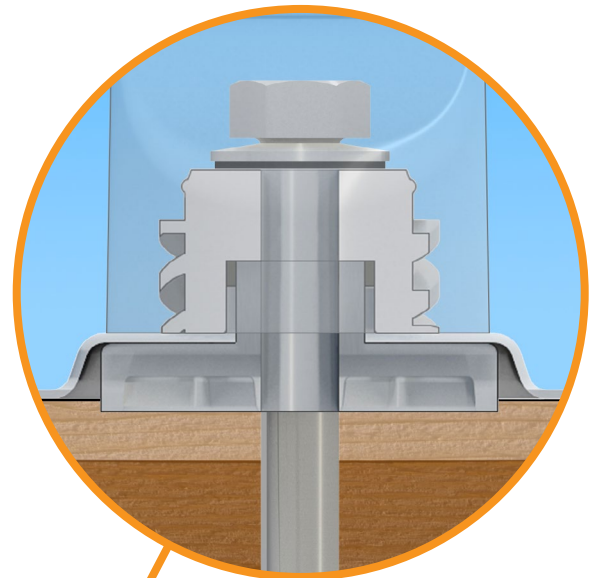
IronRidge FlashFoot2 raises the bar in solar roof protection. The unique water seal design is both elevated and encapsulated, delivering redundant layers of protection against water intrusion. In addition, the twist-on Cap perfectly aligns the rail attachment with the lag bolt to maximize mechanical strength.

Twist-On Cap

FlashFoot2's unique Cap design encapsulates the lag bolt and locks into place with a simple twist. The Cap helps FlashFoot2 deliver superior structural strength, by aligning the rail and lag bolt in a concentric load path.

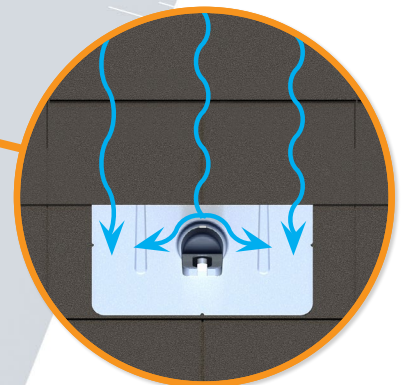
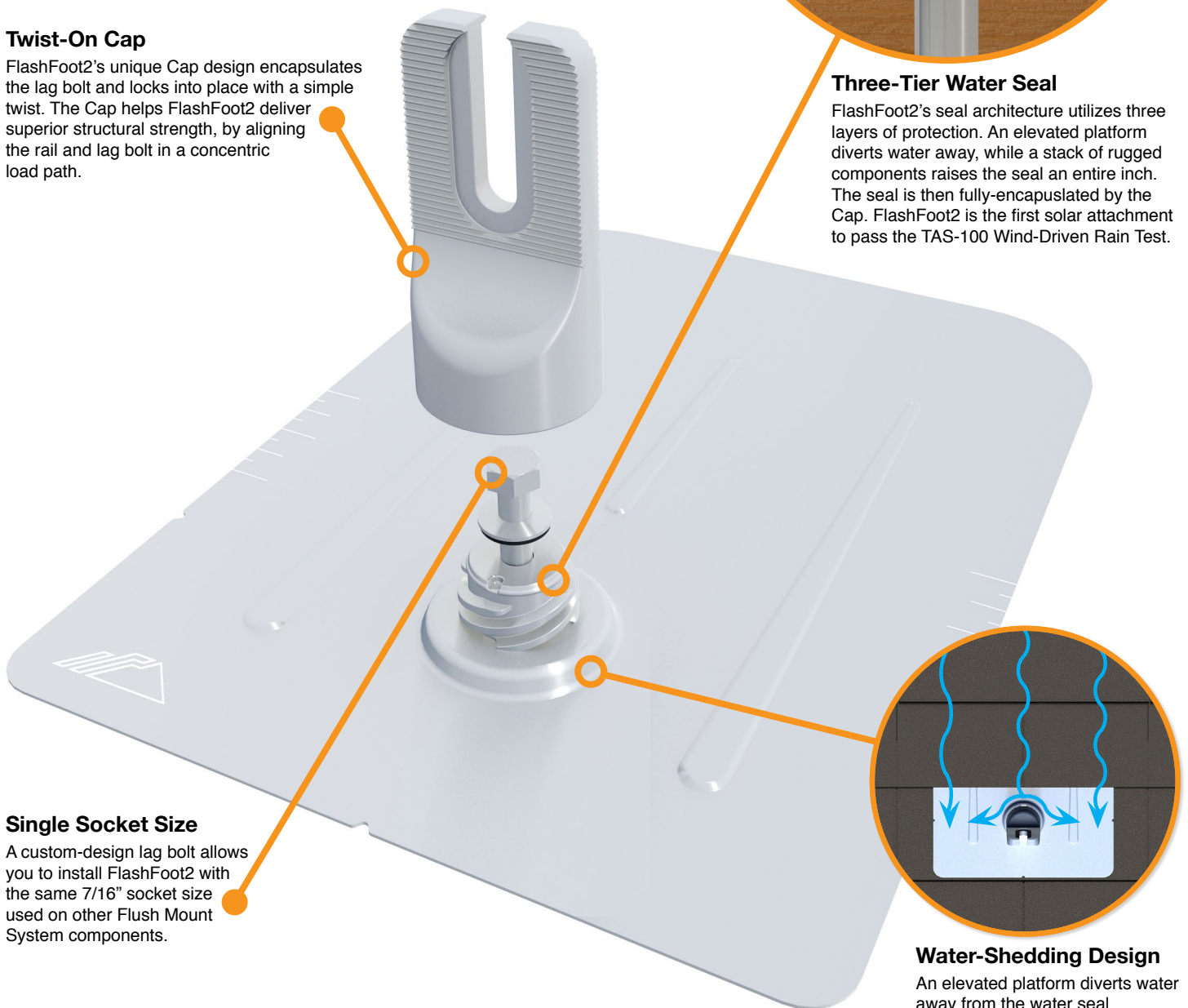
Single Socket Size

A custom-design lag bolt allows you to install FlashFoot2 with the same 7/16" socket size used on other Flush Mount System components.



Three-Tier Water Seal

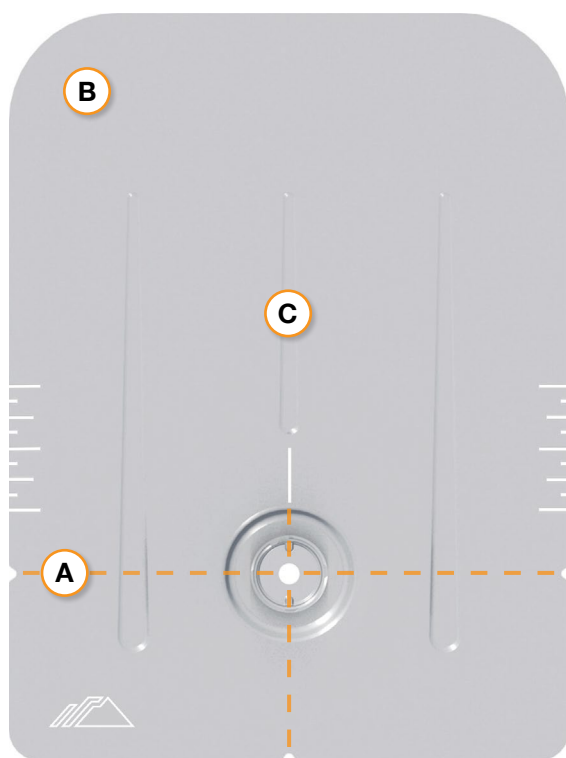
FlashFoot2's seal architecture utilizes three layers of protection. An elevated platform diverts water away, while a stack of rugged components raises the seal an entire inch. The seal is then fully-encapsulated by the Cap. FlashFoot2 is the first solar attachment to pass the TAS-100 Wind-Driven Rain Test.



Water-Shedding Design

An elevated platform diverts water away from the water seal.

Installation Features



A Alignment Markers

Quickly align the flashing with chalk lines to find pilot holes.

B Rounded Corners

Makes it easier to handle and insert under the roof shingles.

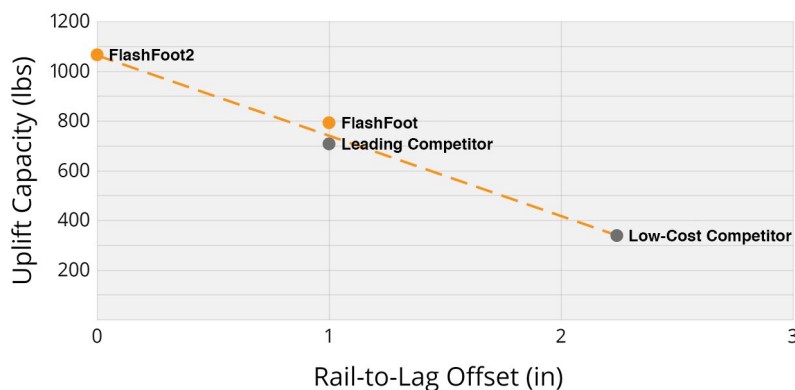
C Reinforcement Ribs

Help to stiffen the flashing and prevent any bending or crinkling during installation.

Benefits of Concentric Loading

Traditional solar attachments have a horizontal offset between the rail and lag bolt, which introduces leverage on the lag bolt and decreases uplift capacity.

FlashFoot2 is the only product to align the rail and lag bolt. This concentric loading design results in a stronger attachment for the system.



Testing & Certification

Structural Certification

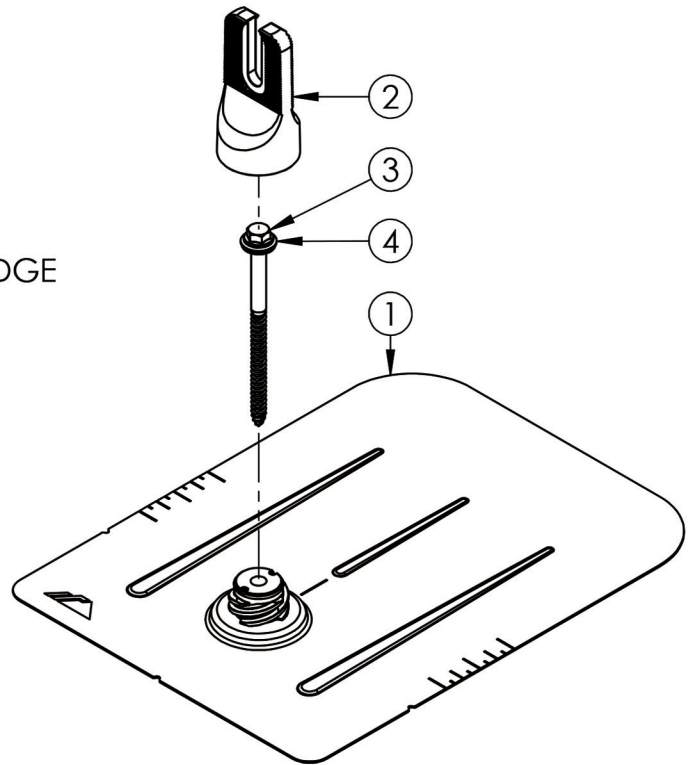
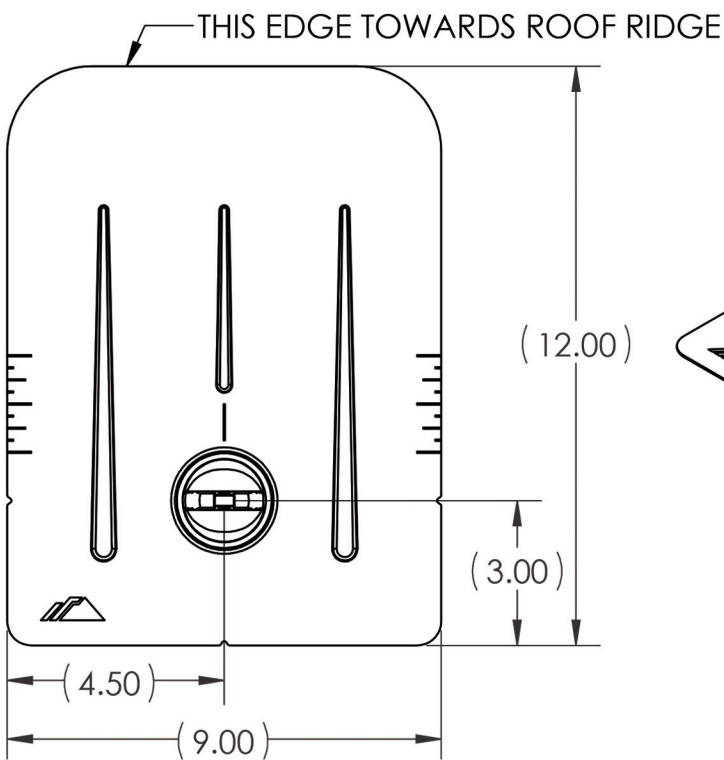
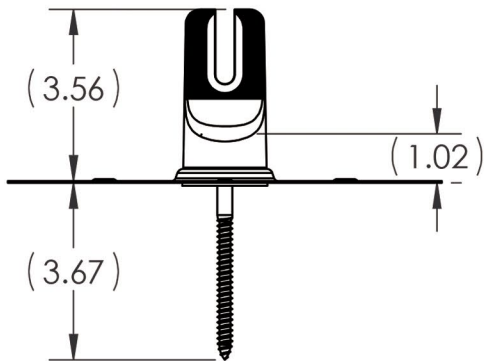
Designed and Certified for Compliance with the International Building Code & ASCE/SEI-7.

Water Seal Ratings

Water Sealing Tested to UL 441 Section 27 "Rain Test" and TAS 100-95 "Wind Driven Rain Test" by Intertek. Ratings applicable for composition shingle roofs having slopes between 2:12 and 12:12.

UL 2703

Conforms to UL 2703 Mechanical and Bonding Requirements. See Flush Mount Install Manual for full ratings.

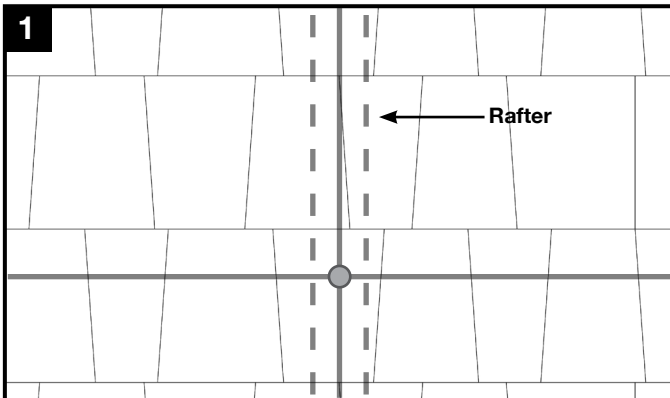


NO.	DESCRIPTION
1	ASSY, FLASHING, MILL OR BLACK
2	ASSY, CAP, MILL OR BLACK
3	BOLT LAG 5/16 X 4.75"
4	WASHER, EPDM BACKED

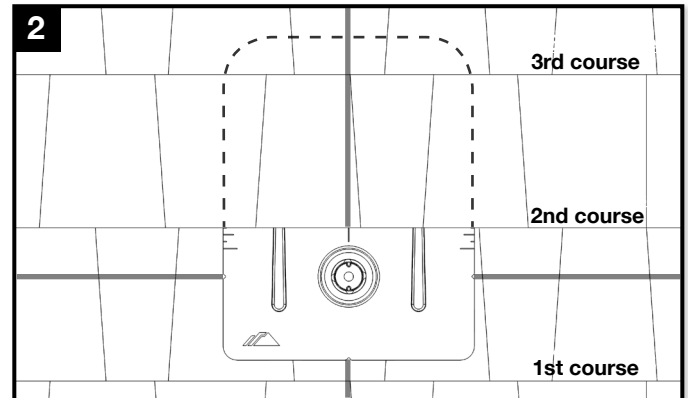
KIT, FLASHFOOT2		
SIZE A	DO NOT SCALE DRAWING	
SCALE: 1:4	WEIGHT: 0.88 lbs	SHEET 1 OF 1

Installation

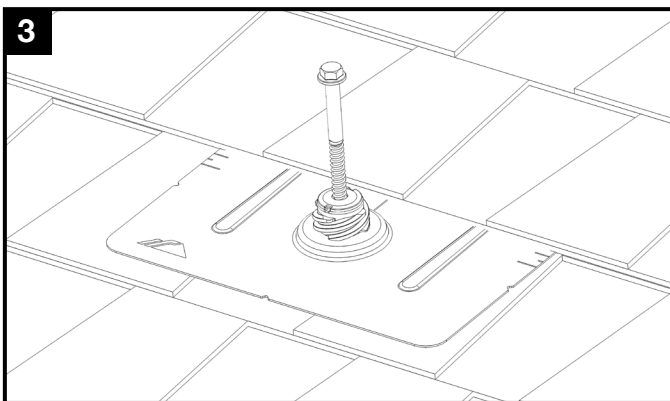
Tools Required: tape measure, chalk line, stud finder, roofing bar, caulking gun, driver with 1/4" bit and 7/16" hex socket.



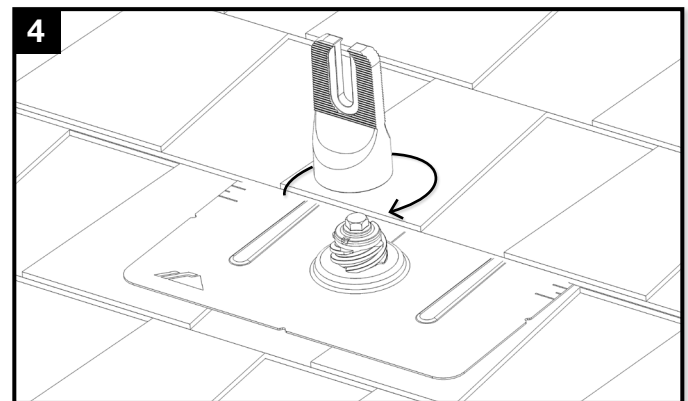
Locate rafters and snap vertical and horizontal lines to mark flashing locations. Drill 1/4" pilot holes, then fill with roofing manufacturer's approved sealant.



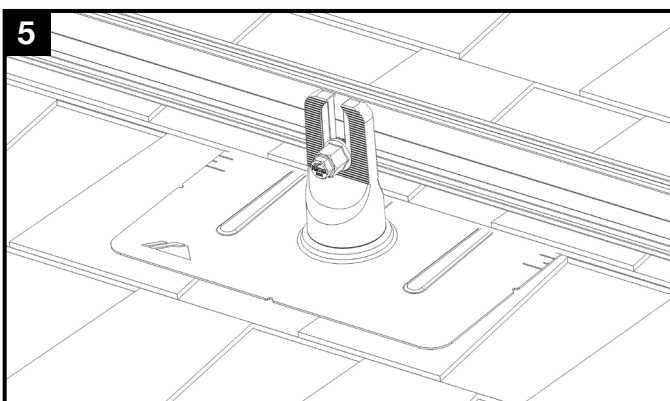
Slide flashing, between 1st and 2nd course, so the top is at least 3/4" above the edge of the 3rd course and the bottom is above the edge of the 1st course.



Line up pilot hole with flashing hole and insert lag bolt with bonded washer through flashing. Tighten lag bolt until fully seated.



Place Cap onto flashing in desired orientation for E/W or N/S rails and rotate 180 degrees. FlashFoot 2 is now installed and ready for IronRidge XR Rails.



Attach rails to either side of the open slot using bonding hardware. Level rail at desired height, then torque to 250 in-lbs (21 ft-lbs).

Structural Certification

Designed and Certified for Compliance with the International Building Code & ASCE/SEI-7.

Water Seal Ratings

Water Sealing Tested to UL 441 Section 27 "Rain Test" and TAS 100-95 "Wind Driven Rain Test" by Intertek. Ratings applicable for composition shingle roofs having slopes between 2:12 and 12:12. Tested and evaluated without sealant. Any roofing manufacturer approved sealant is allowed.

UL 2703

Conforms to UL 2703 Mechanical and Bonding Requirements. See IronRidge Flush Mount Installation Manual for full ratings.

Effective with sales to the first user on or after January 1, 2016

CATERPILLAR LIMITED WARRANTY

Cat® Photovoltaic Systems

USA & Canada

Caterpillar Inc. or any of its subsidiaries ("Caterpillar") warrants new Cat® Photovoltaic (PV) Systems sold by it in the USA or Canada to be free from defects in material and workmanship.

This warranty does not apply to:

- Cat Energy Storage Systems
- Cat Photovoltaic Systems sold in other regions

These products are covered by other Caterpillar warranties.

This warranty is subject to the following:

Warranty Period

- The warranty period for PV Panel, Panel Mounting System, and PV String Inverter components is 120 months, starting from date of delivery to the first user.
- The warranty period for PV Central Inverter components is 60 months, starting from date of delivery to the first user.
- The warranty period for all other parts and assembled components covered by this warranty is 12 months, starting from date of delivery to the first user.

Caterpillar Responsibilities

If a defect in material or workmanship is found during the warranty period, Caterpillar will, during normal working hours and at a place of business of a Cat dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured, or Caterpillar approved repaired parts or assembled components needed to correct the defect.

NOTE: New, remanufactured, or Caterpillar approved replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period applicable to the product in which installed as if such parts

were original components of that product. Items replaced under this warranty become the property of Caterpillar.

- Replace service items made unusable by the defect.
- Provide reasonable and customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

User Responsibilities

The user is responsible for:

- Providing proof of delivery date to the first user.
- Labor costs, except as stated under "Caterpillar Responsibilities."
- Transportation costs, except as stated under "Caterpillar Responsibilities," including costs beyond those required to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems.
- Travel or transporting costs.
- Premium or overtime labor costs.
- Parts shipping charges in excess of those that are considered usual and customary.
- Local taxes, if applicable.
- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance (including use of proper, oil, lubricants, and coolant) and items replaced due to normal wear and tear.
- Allowing Caterpillar access to all electronically stored data.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation that Caterpillar judges improper.
- Failures resulting from attachments, accessory items, and parts not sold or approved by Caterpillar.
- Failures resulting from abuse, neglect, and/or improper storage or repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments
- Damage to parts, fixtures, housings, attachments, and accessory items that are not part of the photovoltaic system sold by Caterpillar.
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Cat dealer for more information.

continued...

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Cat dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

Caterpillar's obligations under this Limited Warranty are subject to, and shall not apply in contravention of, the laws, rules, regulations, directives, ordinances, orders, or statutes of the United States, or of any other applicable jurisdiction, without recourse or liability with respect to Caterpillar.

A) For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT CATERPILLAR EMISSION-RELATED COMPONENT WARRANTIES FOR NEW ENGINES, WHERE APPLICABLE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines operating in the USA, its territories, and its possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Cat dealer or other authorized repair facility call (800) 447-4986. If you have questions concerning this warranty or its applications, call or write:

In USA and Canada: Caterpillar Inc. Engine Division, P.O. Box 610, Mossville, IL 61552-0610, and Attention: Customer Service Manager, Telephone (800) 447-4986. Outside the USA and Canada: contact your Cat dealer.

B) For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands, and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS PARAGRAPH, WHERE A PRODUCT IS SUPPLIED FOR BUSINESS PURPOSES, THE CONSUMER GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 (NZ) WILL NOT APPLY.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS THAT IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

IF THE MANDATORY RIGHTS MAKE CATERPILLAR LIABLE IN CONNECTION WITH SERVICES OR GOODS, THEN TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, THAT LIABILITY SHALL BE LIMITED AT CATERPILLAR'S OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY

OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXCLUDED IN ITS ENTIRETY.

C) For products supplied in Australia:

IF THE PRODUCTS TO WHICH THIS WARRANTY APPLIES ARE:

I. PRODUCTS OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION; OR

II. PRODUCTS THAT COST AUD 40,000 OR LESS,

WHERE THOSE PRODUCTS WERE NOT ACQUIRED FOR THE PURPOSE OF RE-SUPPLY OR FOR THE PURPOSE OF USING THEM UP OR TRANSFORMING THEM IN THE COURSE OF PRODUCTION OR MANUFACTURE OR IN THE COURSE OF REPAIRING OTHER GOODS OR FIXTURES, THEN THIS SECTION C APPLIES.

THE FOLLOWING MANDATORY TEXT IS INCLUDED PURSUANT TO THE AUSTRALIAN CONSUMER LAW AND INCLUDES REFERENCES TO RIGHTS THE USER MAY HAVE AGAINST THE DIRECT SUPPLIER OF THE PRODUCTS: OUR GOODS COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE. THE INCLUSION OF THIS TEXT DOES NOT CONSTITUTE ANY REPRESENTATION OR ACCEPTANCE BY CATERPILLAR OF LIABILITY TO THE USER OR ANY OTHER PERSON IN ADDITION TO THAT WHICH CATERPILLAR MAY HAVE UNDER THE AUSTRALIAN CONSUMER LAW.

TO THE EXTENT THE PRODUCTS FALL WITHIN THIS SECTION C BUT ARE NOT OF A KIND ORDINARILY ACQUIRED FOR PERSONAL, DOMESTIC OR HOUSEHOLD USE OR CONSUMPTION, CATERPILLAR LIMITS ITS LIABILITY TO THE EXTENT IT IS PERMITTED TO DO SO UNDER THE AUSTRALIAN CONSUMER LAW TO, AT ITS OPTION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE SUPPLY OF EQUIVALENT PRODUCTS, OR THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT PRODUCTS.

THE WARRANTY SET OUT IN THIS DOCUMENT IS GIVEN BY CATERPILLAR INC. OR ANY OF ITS SUBSIDIARIES, 100 N. E. ADAMS ST, PEORIA, IL USA 61629, TELEPHONE 1 309 675 1000, THE USER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH MAKING A CLAIM UNDER THE WARRANTY SET OUT IN THIS DOCUMENT, EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS DOCUMENT, AND THE USER IS REFERRED TO THE BALANCE OF THE DOCUMENT TERMS CONCERNING CLAIM PROCEDURES, CATERPILLAR RESPONSIBILITIES AND USER RESPONSIBILITIES.

TO THE EXTENT PERMISSIBLE BY LAW, THE TERMS SET OUT IN THE REMAINDER OF THIS WARRANTY DOCUMENT (INCLUDING SECTION B) CONTINUE TO APPLY TO PRODUCTS TO WHICH THIS SECTION C APPLIES.

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PLANNED (PREVENTATIVE) MAINTENANCE SCOPE

PROJECT: Fire Station #7– 3307 Tates Creek Road
Fire Station #15– 3308 Shillito Park Road
Lexington, Kentucky

SYSTEM: Roof Mount 1 Meter Interconnection Each Station
13.1KWdc/12KWac

Installer Contact: Boyd Company/Solar Alliance
Steve Killian- 502-751-7520 steve_killian@whayne.com
Jon Hamilton- 225-372-9876 jhamilton@solaralliance.com

NABCEP Certification: Boyd Cat Technician

Summary of Recommended Maintenance to be Conducted Annually and As Required

- Conduct Planned Maintenance and Cleaning of PV systems as specified below.
- Identify necessary repairs.

Preventative Maintenance Checklist

- ___ inspect generation meter and monitoring equipment for operation and condition;
- ___ visually inspect photovoltaic (PV) system condition including all modules and auxiliary equipment;
- ___ inspect solar PV system modules for any signs of degradation or damage;

- __ confirm inverter operating modes (standby; startup and on);
- __ inspect and maintain blower intake filters and electronics section air filters;
- __ verify proper fan operation on each inverter;
- __ check the inverters heat sinks and clean as needed;
- __ check inverter enclosure seals for damage;
- __ visually inspect condition of all inverter cables and connections, exposed wiring and electrical connections;
- __ check module ground connections;
- __ inspect racking with particular attention to major fasteners; corrosion or damage; array shifting from wind; and thermal cycling damage;
- __ tighten any solar module mounting hardware as needed;
- __ inspect for and mitigate any vegetation and pest activity; and
- __ complete thermal imagery scan of connections to aid in diagnosing any potential and actual performance issues.
- __ Sprayer wash modules to remove dirt and film (water only)

All work performed should be certified as good quality, free from faults and defects, and in accordance with manufacturer specifications.

***For performance concerns the following information should be reviewed and service provided by a certified NABCEP professional.

Level	Trigger	Action
1	No indicators from review of performance data or of problem/ fault conditions.	Examine and confirm inverter readings are consistent with expected output and operations. Conduct regular inspections.
2	Performance data or inspection shows some irregularity, not explained by environmental conditions or inverter manufacturer technical support.	In addition to previous step, estimate and verify inverter level AC production based on environmental conditions.
3	AC production results are inconsistent with estimated AC system performance	In addition to previous step, conduct string level production analysis to determine DC system integrity.

4

DC wiring issues are identified by string level analysis.

In addition to previous step, conduct IV curve trace to determine if issues exist with module level performance.

Equipment Required:

1. Power washer w/ hoses
2. Lift/ Ladder
3. Standing Seam Safety Clamps
4. Safety Equip w/ Harnesses
5. Personal protective equipment
6. Canned air
7. Test kit/ Multimeter
8. Hand tools (inc torque wrench) Thermal camera
9. Cleaning supplies
10. Component manuals (included)