



**LEXINGTON**

**RFP-21-2023 Addendum 1  
Solar Energy Solutions, LLC  
Solar Energy Solutions, LLC  
Supplier Response**

**Event Information**

Number: RFP-21-2023 Addendum 1  
Title: Solar PV Installation at Southbase Maintenance Facility  
Type: Request For Proposal  
Issue Date: 4/11/2023  
Deadline: 5/2/2023 02:00 PM (ET)  
Notes: Please submit proposal in one pdf.

**Contact Information**

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

## Solar Energy Solutions, LLC Information

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

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

Devin Hester

*Signature*

*Submitted at 5/1/2023 08:59:24 AM (ET)*

devin@sesre.com

*Email*

## Response Attachments

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### Southbase Maintenance Facility RFP Submission.pdf

See the attached RFP Submission for Southbase Maintenance Facility.



**SOLAR ENERGY**  
Solutions

MAY 2, 2023

# Proposal

for: Southbase Maintenance Facility

**Community Solar PV System  
Design and Construction**



**LEXINGTON**

Project Location:  
600 Laramie Dr.  
Lexington, KY 40503



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

Presented by:

**Devin Hester**

Commercial Sales Engineer

859-300-2456

[devin@sesre.com](mailto:devin@sesre.com)

[www.sesre.com](http://www.sesre.com)



# EXECUTIVE SUMMARY



## Regional Leader in Solar Energy Development

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

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

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

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



## EXECUTIVE SUMMARY CONT.

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

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





## COMPANY PROFILE

**Company Name:** Solar Energy Solutions

**Company HQ:** 1038 Brentwood Ct. Lexington, KY 40511

**Year Established:** 2006

**Year of first PV Installation:** 2006

**Full-time Employees:** 60

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

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

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



## PROJECT TEAM

### System Design

**Erik Meyerhoffer:** erik@sesre.com, 859.300.2456

**Title:** Commercial Sales Engineer

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

### Load Analysis

**Danny Young:** danny@sesre.com, 513.448.5176

**Title:** Engineering Team Lead

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

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

**Title:** President of Engineering Firm

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

### Project Manager

**Michael Nelson:** michael@sesre.com, 859.221.5226

**Title:** Residential Team Leader

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



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# CERTIFIED WOMAN-OWNED BUSINESS

RNW22743  
CERTIFICATION NUMBER

06/14/25  
EXPIRATION DATE

Certifies that:

**Solar Energy Solutions, LLC**

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

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

**PHYLLIS HILL SLATER**  
Board Chair, NWBOC

238210, 221114, 237130, 238220, 423720, 335999  
NAICS Code(s)

06/15/22  
Date

**WWW.NWBOC.ORG**

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

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



## TECHNICAL APPROACH

Solar Energy Solutions will satisfy the component requirements and performance objectives outlined in the Request for Proposal#21-2023 Solar PV Installation at Southbase Maintenance Facility Scope of Work by utilizing NE Solar 410W PV Modules, Solaredge PV Inverters/corresponding optimizers, and Everest/K2 PV Racking. Solar Energy Solution's design will adhere to IFC Fire Setback requirements for Solar PV arrays, as wells as 2017 NEC Rapid Shutdown code requirements. The Solaredge monitoring platform will provide visibility of the site performance and key metrics to the designated system owners. SES will utilize a hardwire connection with the facility's internet. Solaredge Optimizers will provide module-level monitoring at 15-minutes intervals. The maximum available roof area has been utilized while honoring the preferred project area indicated, maximizing annual production. The selected components provide maximum value, balancing cost-effectiveness, reliability, system performance, and safety in design. Solar Energy Solutions does not anticipate the install of the proposed system to cause any electrical downtime or disruptions to LFUCG operations. Maximum timeline from Notice to Proceed to Substantial Completion is estimated to be 100 days. Solar Energy Solutions has extensive experience coordinating the interconnection of solar PV systems for net metering within the LG&E/KU service territory. Two specific examples are a 302.56kW ground-mount array installed at the Richmond National Guard Armory in 2015, and a 240kW ballast-mounted roof array with 220kWh of battery storage at the Bullitt County Public Library in 2021/2022. More notable builds are available under our "Project Experience" section of the bid.

### List of Solar System Components

Component	Qty	Brand	Model	Warranty	Contact Information
PV Module	42	NE Solar	NESE 410-54MHB-M10	12-Year Product Warranty	NE Solar (US) 4411 Schaefer Ave. Chino, CA 91710 512.413.9271 <a href="http://www.nesolar.com/kh">www.nesolar.com/kh</a>
Inverter	2	SolarEdge	SE7600H-US	12-Year Product Warranty	SolarEdge Technologies (US) Inc. 700 Tasman Dr. Milpitas, CA 95035 510.498.3200 <a href="http://www.solaredge.com/us/corporate/contact">www.solaredge.com/us/corporate/contact</a>
Optimizers	42	SolarEdge	P505	25-Year Product Warranty	SolarEdge Technologies (US) Inc. 700 Tasman Dr. Milpitas, CA 95035 510.498.3200 <a href="http://www.solaredge.com/us/corporate/contact">www.solaredge.com/us/corporate/contact</a>
Racking		K2	Cross Rail	25-Year Product Warranty	K2 Systems LLC 4665 North Ave. Suite Oceanside, CA 92056 760.301.5300 <a href="mailto:info-us@k2-systems.com">info-us@k2-systems.com</a> <a href="https://k2-systems.com/en-US">https://k2-systems.com/en-US</a>



## WARRANTY

### **Installation**

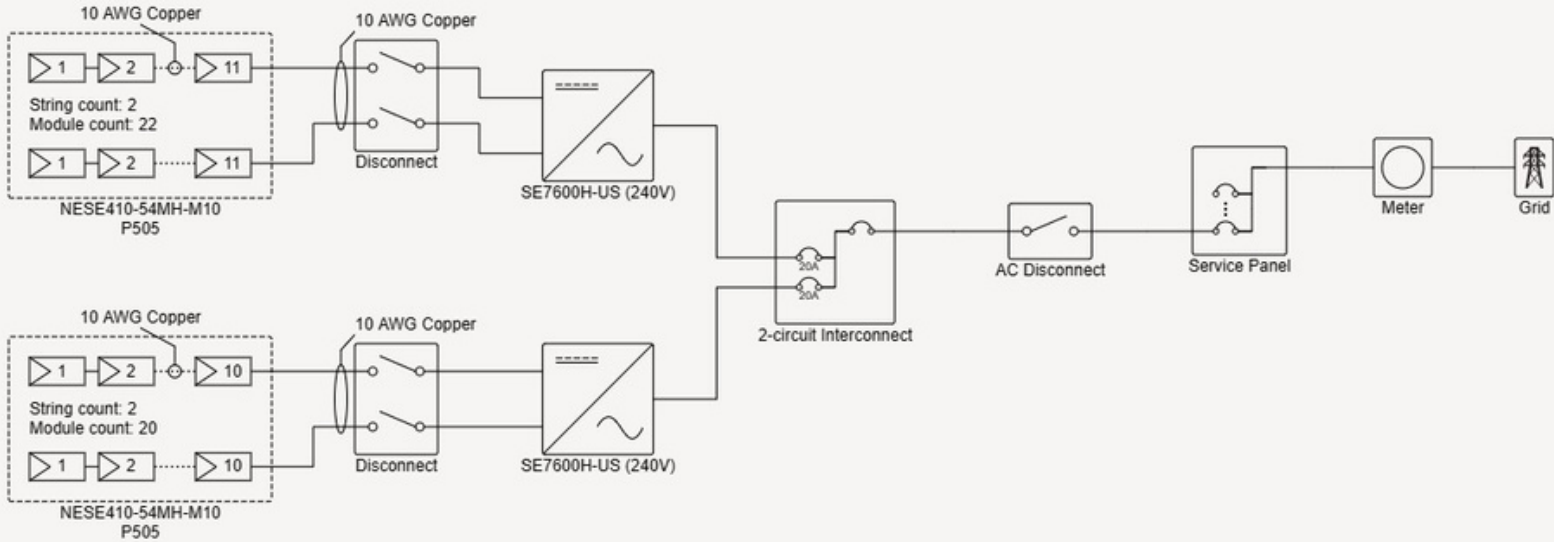
Solar Energy Solutions LLC warrants the installation of its Photovoltaic array system for one year from date of installation. Solar Energy Solutions LLC warrants its system to be free from defects in workmanship and materials under installed service conditions. Solar Energy Solutions LLC warrants that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

### **Manufacturer Warranties**

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



# SINGLE LINE DIAGRAM



Module Specifications	
42x NE Solar NESE410-54MH-M10	
STC Rating	410 W
Vmp	31.3 V
Imp	13.1 A
Voc	37.5 V
Isc	13.84 A

Inverter Specifications	
2x SolarEdge SE7600H-US (240V)	
Max AC Power Rating	7.6 kW
Max Input Voltage	480 V
Min AC Power Rating	0 W
Min Input Voltage	380 V

Wire Schedule		
Tier	Wire	Length
String	4x 10 AWG	427ft

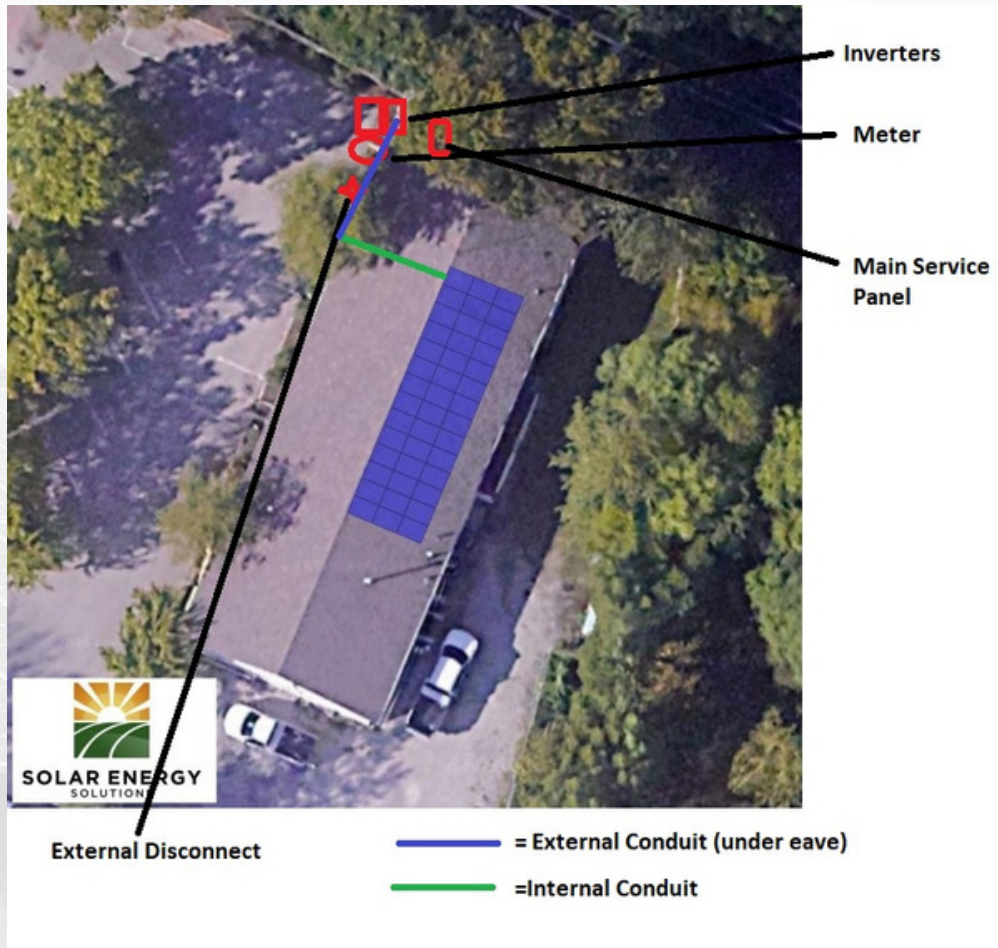


# MONTHLY PRODUCTION & ARRAY LAYOUT

## Monthly Production

Month	Grid (kWh)
January	857.8
February	1,089.9
March	1,630.9
April	1,923.1
May	2,264.1
June	2,297.5
July	2,286.2
August	2,239.5
September	1,731.6
October	1,484.8
November	957.6
December	789.8

## Array Layout



The proposed install plan is to have a concealed conduit run through the attic to the Northwest side of the facility. There, we will punch through to an external conduit run that will be tucked underneath the eave of the roof over to the meter base. Both inverters will be placed next to the meter base on the exterior wall along with the external disconnect. Interconnection will be made via lineside tap at the main service panel. Monitoring will be connected via hardwire from inverters to Comms router in same room.



# PROJECT EXPERIENCE

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



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



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## Project Description:

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

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

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

## Project Details:

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

# 10.6kW Lexington Fire Station #9

## Commercial Sector | Lexington, KY



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### Project Details:

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

### Reference

- James Bush
- 859-425-2879

### Project Description:

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

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

# Bullitt Bourbon Commercial Sector | Shelbyville, KY



## Project Details:

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



## Project Description:

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

This system is anticipated to offset 963,976 lbs of CO<sub>2</sub> over a 25 year period.



# 814 kW Sekisui Manufacturing Plant

## Commercial Sector | Winchester, KY



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### Project Details:

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

### Reference:

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

### Project Description:

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

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



## Project Details:

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

## Special Notes

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

## Reference

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



**SOLAR ENERGY**  
SOLUTIONS

877.312.7456 | [SESRE.com](http://SESRE.com)



# COMMERCIAL REFERENCES

SES Takes Pride in Being Highly Recommended by Customers

**Bartholomew Consolidated School Corporation**

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

**Sekisui**

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

**Brookfield Properties**

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

**City of Bloomington Indiana**

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

**Owensboro Army Reserve Center**

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

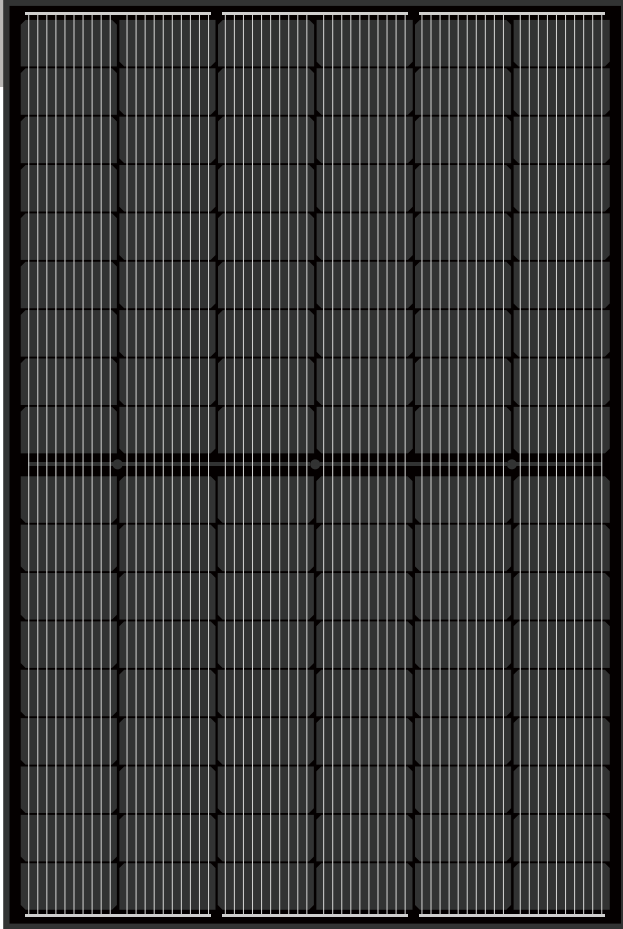


FROM STRENGTH TO STRENGTH IN NATURE

# NESE 410-54MH-M10

MONO PERC HALF-CELL BLACK MODULE

FROM CAMBODIA



## KEY FEATURES



### High efficiency PERC

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



### 0-5W tolerance

0- 5W positive power tolerance.



### Excellent performance with weak light

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



### Wind/Snow load

Wind load 2400 pa, snow load 5400 pa.



### Pid Free

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



### Resistance of extreme environment conditions

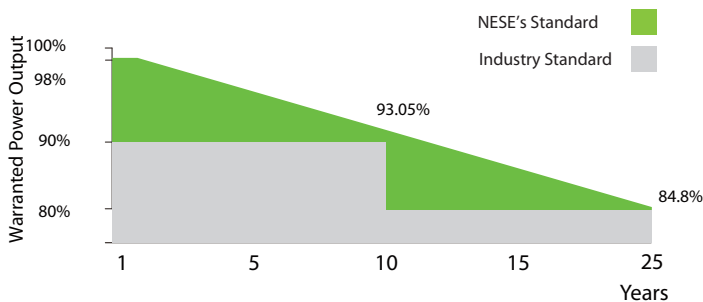
High Salt Mist and Ammonia resistance certified by TUV.

INSURED BY

CHUBB® Munich RE 

## LINEAR PERFORMANCE WARRANTY

12 years product warranty. 25 years linear power warranty.



## MANAGEMENT SYSTEM CERTIFICATES

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

## PRODUCT CERTIFICATES

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



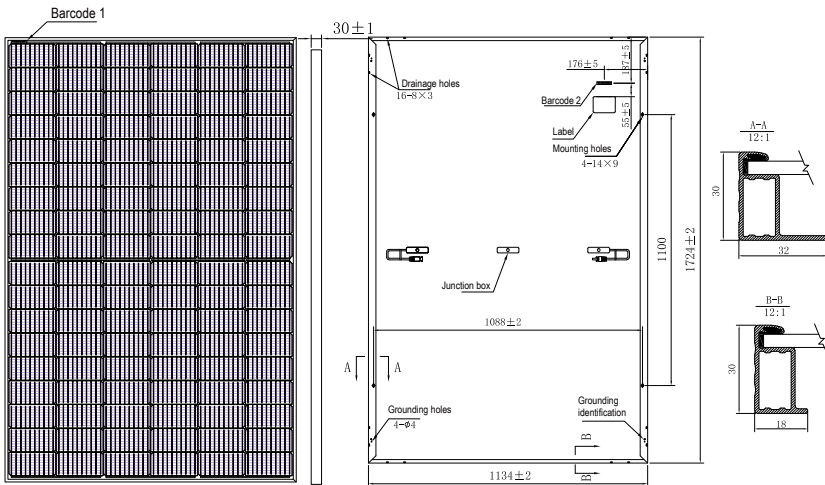
PHUM TANOUN, SANGKAT KOMBOUL, KHAN POSENCHAY, PHNOM PENH, KINGDOM OF CAMBODIA

WWW.NESOLAR.COM.KH

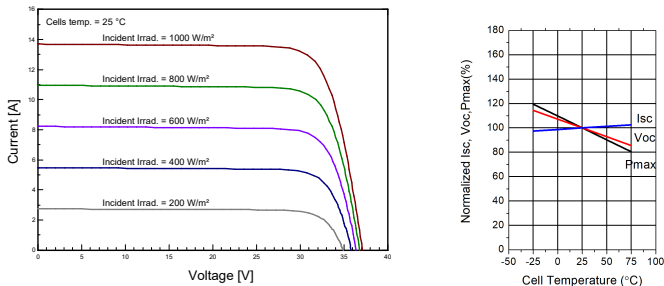
# SPECIFICATIONS

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

## ENGINEERING DRAWING



## ELECTRICAL PERFORMANCE & TEMPERATURE DEPENDENCE



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

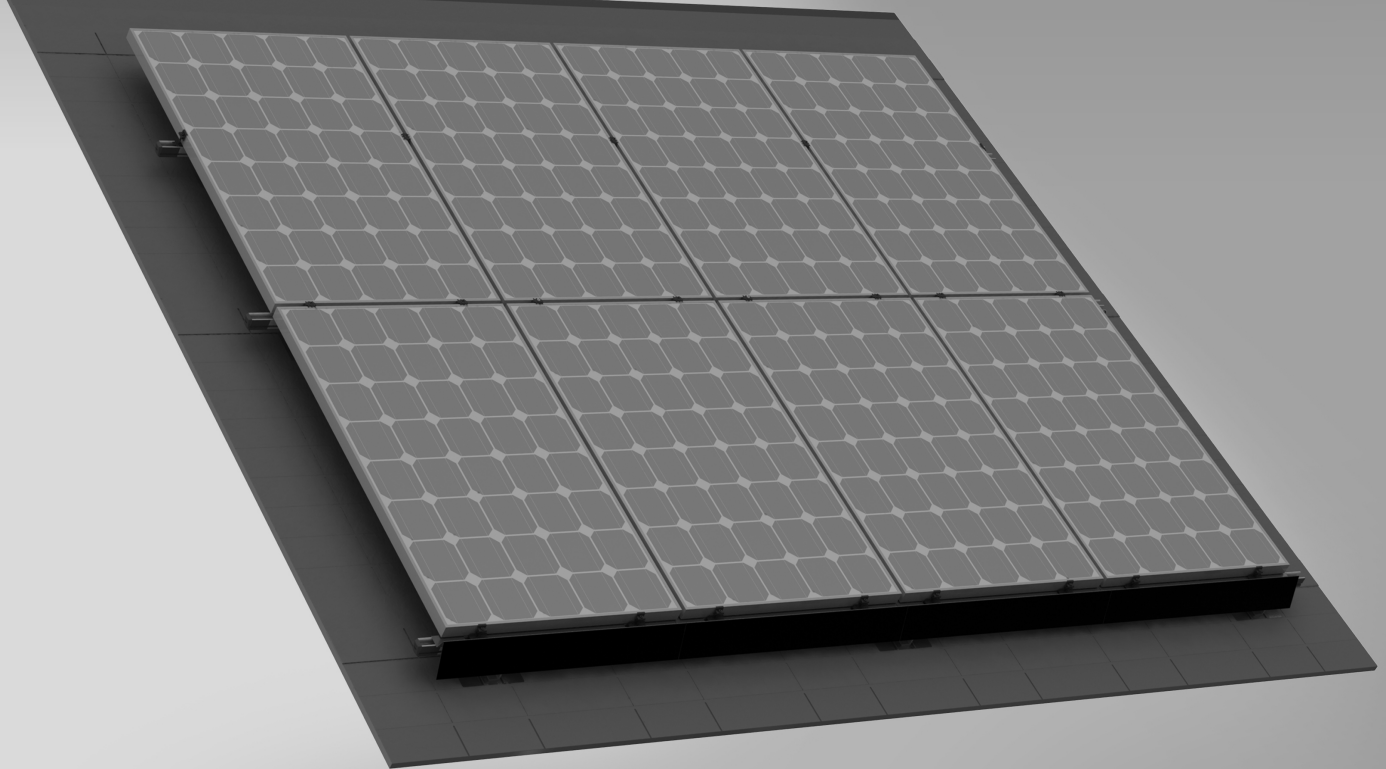
## MATERIAL CHARACTERISTICS

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

## PACKAGING CONFIGURATION



# CrossRail Shared Rail System



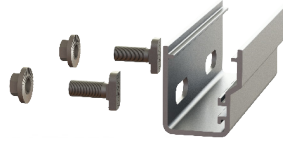
- ▶ High quality, German-engineered system optimized for residential installation
- ▶ Beneficial for small 2 row arrays
- ▶ Cost competitive
- ▶ Reduce rail and roof attachments
- ▶ Uses universal CrossRail components
- ▶ MK3 mounting hardware simplifies module installation - fast, easy and secure
- ▶ L-Foot provides adjustability and compatibility with common roof types
- ▶ 100% code compliant, structural validation for all solar states
- ▶ 3 rail sizes available to suit all structural conditions
- ▶ Fast installation with minimal component count result in low total installed cost



# Components



CrossRail 48-X/48-XL/80



Rail Connector 48-X/48-XL



Mid Clamp, 35-47 mm



End Clamp, 35-47 mm



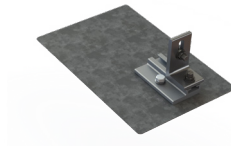
WEEB Lug



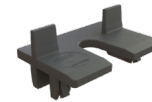
L-Foot, Slotted Set



Aluminum End Clamp 32-50 mm

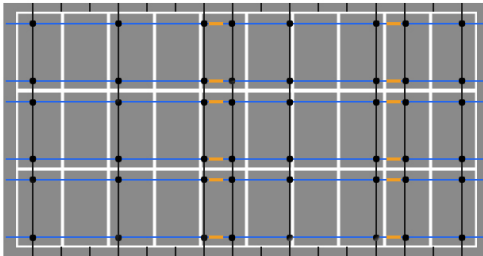


eComp + SR Slide Kit



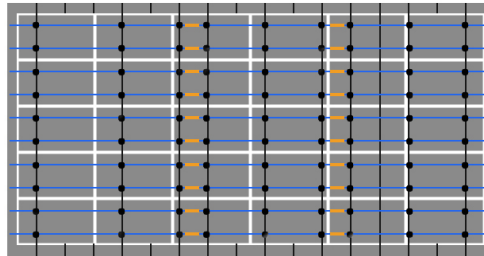
Add-On, Slide In

# Everest vs. Competitor



## Portrait

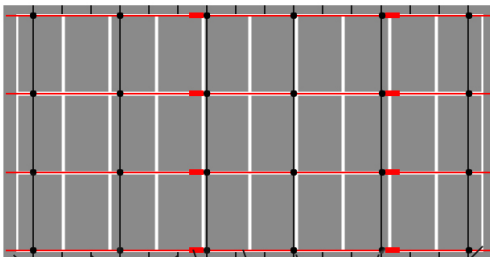
- ▶ 48 Flashings
- ▶ 15 Rails
- ▶ 12 Rail Connectors



## Landscape

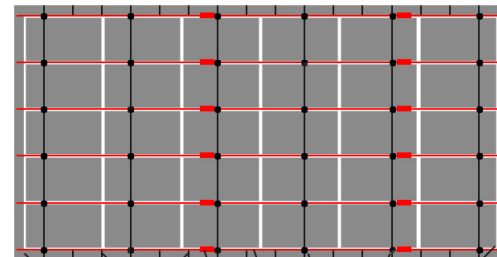
- ▶ 90 Flashings
- ▶ 25 Rails
- ▶ 20 Rail Connectors

Competitor Racking with Non-Structural Rail Connector



## Portrait

- ▶ 24 Flashings
- ▶ 10 Rails
- ▶ 8 Rail Connectors



## Landscape

- ▶ 36 Flashings
- ▶ 15 Rails
- ▶ 12 Rail Connectors

Everest CrossRail Shared Rail System

# Single Phase Inverter with HD-Wave Technology

for North America

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



## Optimized installation with HD-Wave technology

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



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

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

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

<sup>(1)</sup> For other regional settings please contact SolarEdge support

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

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

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

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

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

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

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# Power Optimizer

For North America

P320 / P340 / P370 / P400 / P405 / P505

POWER OPTIMIZER



## PV power optimization at the module-level

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

# / Power Optimizer

## For North America

P320 / P340 / P370 / P400 / P405 / P505

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

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

<sup>(2)</sup> NEC 2017 requires max input voltage be not more than 80V

<sup>(3)</sup> For other connector types please contact SolarEdge

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

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

<sup>(5)</sup> For detailed string sizing information refer to: [http://www.solaredge.com/sites/default/files/string\\_sizing\\_na.pdf](http://www.solaredge.com/sites/default/files/string_sizing_na.pdf)

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

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

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

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

## AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

*Devin Hester*

5/1/2023

Signature

Date

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

*Patrick Thompson*

STATE OF Kentucky

COUNTY OF Fayette

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

by Devin Hester on this the 1st day

of May, 2023.

My Commission expires: 2/8/27

KYNP66600  
NOTARY PUBLIC, STATE AT LARGE



# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

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

## The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

*Davin Hester*

\_\_\_\_\_  
Signature

Solar Energy Solutions, LLC

\_\_\_\_\_  
Name of Business

---

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

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
<b>Administrators</b>			3														3
<b>Professionals</b>		15															15
<b>Superintendents</b>																	
<b>Supervisors</b>																	
<b>Foremen</b>		4		1													5
<b>Technicians</b>		19		2		2											23
<b>Protective</b>																	
<b>Para-</b>																	
<b>Office/Clerical</b>		1															1
<b>Skilled Craft</b>																	
<b>Service/Maintena</b>																	
<b>Total:</b>		39	3	3		2											44

Prepared by: Devin Hester, Commercial Sales Engineer Date: 05 / 01 / 2023

*(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 Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses 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, MPA, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)

Firm Submitting Proposal: Solar Energy Solutions, LLC

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

Contact Name: Devin Hester Title: Commercial Sales Engineer

Telephone Number: 859.300.2456 Fax Number: \_\_\_\_\_

Email address: devin@sesre.com





**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** RFP-21-2023 (Solar PV Installation at Southbase Maintenance Facility)

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

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

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

Solar Energy Solutions, LLC  
 \_\_\_\_\_  
**Company**  
 5/1/2023  
 \_\_\_\_\_  
**Date**

Devin Hester  
 \_\_\_\_\_  
**Company Representative**  
 Commercial Sales Engineer  
 \_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # RFP-21-2023 (Solar PV Installation at Southbase Maintenance Facility)**

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

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

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

Solar Energy Solutions, LLC  
 \_\_\_\_\_  
**Company**  
 5/1/2023  
 \_\_\_\_\_  
**Date**

Devin Hester  
 \_\_\_\_\_  
**Company Representative**  
 Commercial Sales Engineer  
 \_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference #** RFP-21-2023 (Solar PV Installation at Southbase Maintenance Facility)

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

<b>Company Name</b> Solar Energy Solutions, LLC	<b>Contact Person</b> Devin Hester
<b>Address/Phone/Email</b> Address: 1038 Brentwood Ct. Lexington, KY 40511 Phone: 859.300.2456 Email: devin@sesre.com	<b>Bid Package / Bid Date</b> RFP-21-2023 (Solar PV Installation at Southbase Maintenance Facility) Bid Date: 5/2/2023

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

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

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

Solar Energy Solutions, LLC

**Company**

5/1/2023

**Date**

Devin Hester

**Company Representative**

Commercial Sales Engineer

**Title**



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** RFP-21-2023 (Solar PV Installation at Southbase Maintenance Facility)

**Total Contract Amount Awarded to Prime Contractor for this Project** \$41,047.06

<b>Project Name/ Contract #</b> RFP-21-2023 (Solar PV Installation at Southbase Maintenance Facility)	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b> Solar Energy Solutions, LLC	<b>Address:</b> 1038 Brentwood Ct. Lexington, KY 40511
<b>Federal Tax ID:</b> 20-496767	<b>Contact Person:</b> Devin Hester

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

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

Solar Energy Solutions, LLC

Devin Hester

Company

Company Representative

5/1/2023

Commercial Sales Engineer

Date

Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** RFP-21-2023 (Solar PV Installation at Southbase Maintenance Facility)

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Solar Energy Solutions, LLC  
\_\_\_\_\_  
**Company**  
5/1/2023  
\_\_\_\_\_  
**Date**

Devin Hester  
\_\_\_\_\_  
**Company Representative**  
Commercial Sales Engineer  
\_\_\_\_\_  
**Title**

## **GENERAL PROVISIONS**

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

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

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

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

#### A. Termination for Cause

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



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

#### B. At Will Termination

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

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

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

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

*Devin Hester*  
\_\_\_\_\_  
Signature

5/1/2023  
\_\_\_\_\_  
Date

**RFP 21-2023 Price Proposal Form**  
**Solar PV Installations**

RFP-21-2023 (Solar PV Installation at Southbase Maintenance Facility)

<del>Police Training Center, 1799 Old Frankfort Pike</del>	
Array Modules	\$ 9,828
Inverter(s) & Monitoring System	\$ 9,686.42
Electrical & Wiring Materials	\$ 3,725.63
Ballast & Framing System	\$ 3,007.01
Labor	\$ 14,750
Other w/ Description PV Equipment Labels	\$ 50
Owner Allowance (mandatory)	\$3,000.00
<b>TOTAL</b>	<b>\$ 44,047.06</b>

Devin Hester

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Printed Name of Authorized Representative

Commercial Sales Engineer

---

Title of Authorized Representative

*Devin Hester*

---

Signature of Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2023

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).

Table with PRODUCER and INSURED information. PRODUCER: AssuredPartners NL, 2305 River Road, Louisville, KY 40206. INSURED: Solar Energy Solutions LLC, 1038 Brentwood Ct, Ste. B, Lexington, KY 40511. CONTACT: Maggie Ziegler, (502) 894-2100, (502) 894-8602. INSURERS: West Bend Mutual Insurance Company (15350), Kentucky Associated General Contractors, Houston Casualty Company (42374), Midwest Employers Casualty Company (23612).

COVERAGES CERTIFICATE NUMBER: 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.

Main table listing insurance coverages. Columns include INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), and LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Professional Liability, and Workers Compensation.

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

Table with two main sections: CERTIFICATE HOLDER (For Informational Purpose Only) and CANCELLATION (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 signature).