



LEXINGTON

RFP-57-2022 Addendum 1

Solar Energy Solutions, LLC

Solar Energy Solutions, LLC

Supplier Response

Event Information

Number: RFP-57-2022 Addendum 1
Title: Solarize Lexington
Type: Request For Proposal
Issue Date: 11/30/2022
Deadline: 1/6/2023 02:00 PM (ET)
Notes: Please attach all bid documents in one pdf, with the exception of the Excel spreadsheet.

Contact Information

Contact: Sondra Stone
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: sstone@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.

Julie Jones

Signature

Submitted at 1/6/2023 01:20:47 PM (ET)

julie@sesre.com

Email

Response Attachments

Complete Signature Pages w Addendum.pdf

Signature pages and the addendum and forms.

Final Solarize Lexington RFP 57-2022 Response Form.xlsx

Completed Response form excel

Lexington Solarize Proposal (Final).pdf

Proposal with qualifications, documentation, and specification sheets



SOLAR ENERGY
Solutions



Proposal for the Lexington Solarize Program 2023

Qualifications, Attachments, and
Additional Information



Submitted: January 6, 2023



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 2,500 active photovoltaic and battery storage projects in the residential, commercial and utility arenas.



PV Installation
Professional

*Certificate holder listed in document



COMPANY SUMMARY



Regional Leader in Solar Energy Development

Solar Energy Solutions, LLC (SES) is dedicated to bringing low-cost 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 energy future.

SES is Kentucky's preeminent full-time renewable energy installation company. Formed in 2006, SES has installed over 28 MW of solar in just the last 7 years alone.

The SES staff are specifically trained and solely focused on the engineering & installation of solar photovoltaic and battery storage systems. SES staff carry all relevant licenses and certifications, including (PE licenses, electrical licenses, and seven solar-specific NABCEP certifications). As a result, for solar design and installation, SES has completed over 2,500 projects for governmental, institutional, commercial, and residential customers.



COMPANY SUMMARY CONT.

Solar Energy Solutions merges engineering expertise with electrical acumen to produce superior renewable energy installations.

Experience: 8 Solarize Campaigns

- Solar Over Louisville 2022
- SUN Indianapolis 2021
- SUN Boone & Hamilton Counties (IN) 2021
- Solarize Southwest Virginia 2021
- Solarize Bloomington 2020, 2017
- Solarize Lexington 2019
- Solarize Cincinnati 2017

We look forward to using our experience in past programs for the Lexington Solarize 2023 program





TERRITORY

Solar Energy Solutions was founded in Lexington and has been operating in Kentucky for 16 years. SES's primary warehouse (HQ) is in Lexington; the second warehouse is in Louisville, and there are other warehouses and sales offices in Indianapolis, IN; Cincinnati, OH; Champaign, IL; and Evansville, IN. With six total crews in the region, SES can rotate other crews as needed into the Lexington area as volume demands. The SES Kentucky, Indiana, and Ohio crews are made up of dedicated, local, experienced installers.





TERRITORY CONT.

28+ Megawatts of Solar: 2016-2022

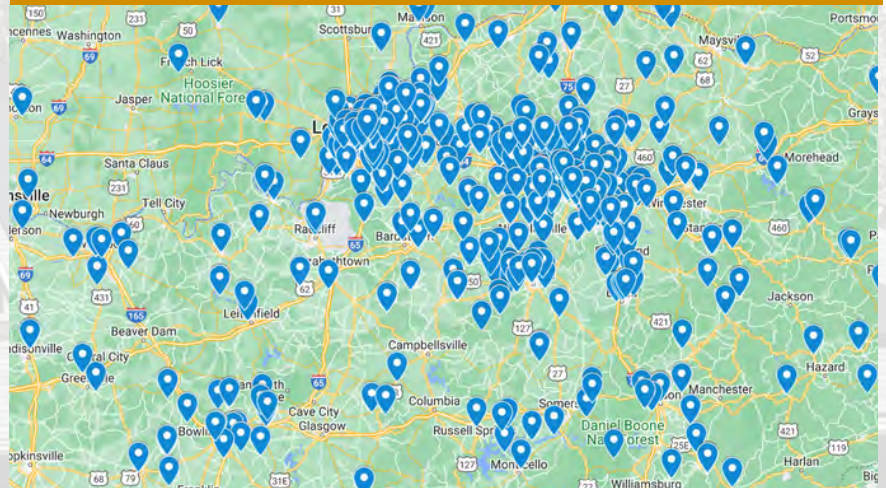
Kentucky

In the last 7 years, SES has installed 1,332 solar and battery storage systems in Kentucky alone. Those installations include over 28,256 kW of solar. Between 2019-2021, SES has also installed over 5,670 kWh of Tesla Powerwall backup storage systems.

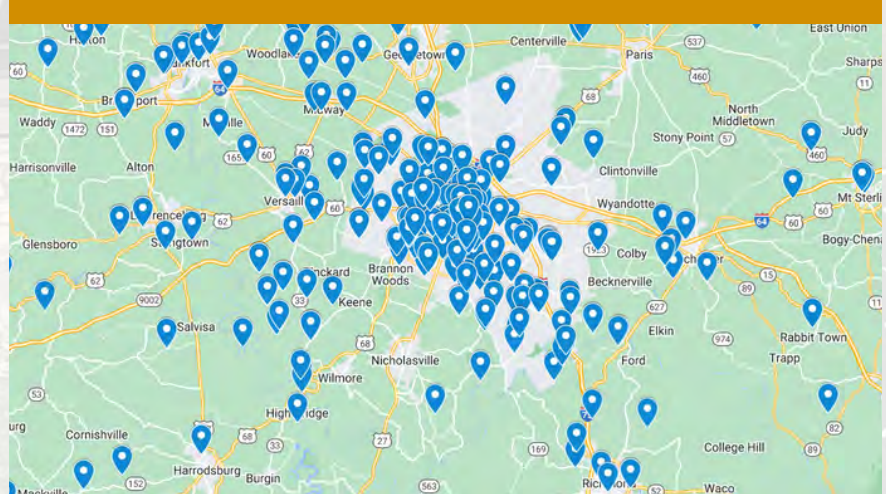
Lexington

SES has been installing solar in and around Lexington for 16 years. Since 2006, Solar Energy Solutions has installed more than 2,500 active photovoltaic and battery storage projects in the residential, commercial, and utility arenas throughout Kentucky and beyond.

SES Installations Kentucky



SES Installations Greater Lexington





ENVIRONMENTAL BENEFITS

Over Time the Benefits Add up

Over 25 years, the environmental benefits of our 28+ MW of installations will be huge. Combined, all those systems will produce approximately 879,042,164 kWh of clean energy, calculated with PVWatts.

According to the EPA's Emissions Calculator, these SES installations should have the following benefits for Kentucky:

EPA Emissions Calculator Results

This is equivalent to greenhouse gas emissions from:

134,229 gasoline-powered passenger vehicles driven for one year ?



1,546,319,191 miles driven by an average gasoline-powered passenger vehicle ?



This is equivalent to CO₂ emissions from:

70,098,096 gallons of gasoline consumed ?



61,194,674 gallons of diesel consumed ?



689,250,658 pounds of coal burned ?



8,247 tanker trucks' worth of gasoline ?





CERTIFICATIONS & LICENSES

(ATTACHMENT A)

The design/build team responsible for large-scale installations at SES holds numerous professional certifications, listed below, that are reflected in the quality of their work.

Certifications	Members
PE Licences	2
NABCEP Certified PV Installers	7
Master Electricians	2

Solar Energy Solutions NABCEP Certifications:





SOLAR ENERGY
SOLUTIONS

SESRE.COM

ELECTRICAL LICENSES

(ATTACHMENT A)





**Department
of Commerce**

Division of Industrial Compliance
Ohio Construction Industry
Licensing Board O.C.I.L.B.

Mike DeWine
Sheryl Maxfield

EZRA F KLARER
2724 Mable Ln
Lexington, KY 40511-8612

Mike DeWine Governor Sheryl Maxfield Director

**Electrical
CONTRACTOR'S LICENSE**

Ohio License # 47687 Expiration Date: 05/20/2023

**EZRA F KLARER
SOLAR ENERGY SOLUTIONS LLC
EMPLOYEE**

Carol Ross *William Koester*

Carol A. Ross Board Secretary William Koester Administrative Chairperson

This is YOUR license. Plan Approvals obtained with YOUR license and posting of YOUR license indicates that YOU and YOUR liability insurance are assuming all responsibility for any projects performed under this license.

Mike DeWine Governor Sheryl Maxfield Director

**Electrical
CONTRACTOR'S LICENSE
EZRA F KLARER
SOLAR ENERGY SOLUTIONS LLC
EMPLOYEE**

Ohio License# 47687

Expiration Date: **May 20, 2023**

Carol Ross *William Koester*

Carol A. Ross Board Secretary William Koester Administrative Chairperson

LICENSE MUST BE POSTED ON JOB SITE

LICENSE MUST BE POSTED ON JOB SITE



BUSINESS LICENSE (ATTACHMENT A)



Kentucky Secretary of State
Michael G. Adams

- [Business Entity Search](#)
- [File Annual Report](#)
- [Form an LLC](#)
- [Business Registration Portal](#)
- [Name Availability Search](#)
- [Business Forms Library](#)
- [Prepaid Account Status](#)
- [Current Officer Search](#)
- [Founding Officer Search](#)
- [Registered Agent Search](#)
- [Validate Certificate of Existence/Authorization](#)

SOLAR ENERGY SOLUTIONS LLC

- [File Annual Report](#)
- [File Certificate of Assumed Name \(DBA\)](#)
- [Change Address or Registered Agent](#)
- [File Dissolution](#)
- [File Registered Agent Resignation](#)

[Printable Forms](#)
[Subscribe to changes made to this entity](#)
[Certificates](#)

General Information

Organization Number: 0638456
 Name: SOLAR ENERGY SOLUTIONS LLC
 Profit or Non-Profit: Unknown
 Company Type: KLC - Kentucky Limited Liability Company
 Status: A - Active
 Standing: G - Good
 State: KY
 File Date: 5/10/2006
 Organization Date: 5/10/2006
 Last Annual Report: 5/17/2022
 Principal Office:
 1038 BRENTWOOD CT.
 SUITE B
 LEXINGTON, KY 40511
 Managed By:
 Registered Agent: MATTHEW PARTYMILLER
 1038 BRENTWOOD CT.
 SUITE B
 LEXINGTON, KY 40511

Current Officers

Member: Matthew Partymiller
 Member: Frances Lockwood
 Member: Dallyce Erickson

Show Individuals / Entities listed at time Of formation

Organizer: MATTHEW L PARTYMILLER
 Organizer: FRANCES E LOCKWOOD

[Show Images](#)

[Show Assumed Names](#)

[Show Activities](#)

[ContactSite Map](#)

[Privacy Security Disclaimer](#)

[Accessibility](#)



SOLAR ENERGY
SOLUTIONS

WOMAN-OWNED BUSINESS (ATTACHMENT A)



RNW22743
CERTIFICATION NUMBER

06/14/25
EXPIRATION DATE

Certifies that:

Solar Energy Solutions, LLC

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

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

Phyllis Hill Slater
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



BATTERY TRAINING

(ATTACHMENT A)

Enrollment List

Learner	Email	Company	Learner_Re.	Training_Type	CertifiedStatus	# Certified	# Learner
Alex Smith [E]	alex@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Certified	1	1
Ben Jones [E]	ben@sesre.com	Solar Energy Solutions, LLC	NA	Powerwall	Certified	1	1
Bill Slater [E]	bill@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Not Certified	0	1
				PW_Sales	Not Certified	0	1
Billy Brindle [E]	billy@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Certified	1	1
Caleb Hall [E]	caleb@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Not Certified	0	1
				PW_Sales	Certified	1	1
Charlie Deardorff [E]	charlie@sesre.com	Solar Energy Solutions, LLC	NA	Powerwall	Certified	1	1
Clayton Salchli [E]	clayton@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Certified	1	1
Dain Spurgeon [E]	dain@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Certified	1	1
Daniel Ortega [E]	daniel@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Certified	1	1
Erik Meyerhoffer [E]	Erik@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Certified	1	1
				Powerwall	Certified	1	1
Ezra Klarer [E]	ezrak@sesre.com	Solar Energy Solutions, LLC	NA	Powerwall	Certified	1	1
Julie Jones [E]	julie@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Not Certified	0	1
				PW_Sales	Certified	1	1
Mary Edwards [E]	mary@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Certified	1	1
				PW_Sales	Certified	1	1
Matt Partymiller [E]	matt@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Certified	1	1
Michael Nelson [E]	michael@sesre.com	Solar Energy Solutions, LLC	NA	Powerwall	Certified	1	1
Steve Rickets [E]	steve@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Certified	1	1
Syl Masih [E]	syl@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Certified	1	1
				Powerwall	Certified	1	1
				PW_Sales	Certified	1	1
Wesley Mathews [E]	wesley@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
				Powerwall	Certified	1	1
Zach Clayton [E]	zach@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Certified	1	1
				Powerwall	Certified	1	1

Learner_Region

- APAC
- EMEA
- NA
- Unknown

Company

Multiple values

Training_Type

- Home_Charging
- Powerpack
- Powerwall
- PV
- PV_Ci
- PV_Subcontractors
- PW_Design
- PW_Sales
- Supercharger_V2
- Supercharger_V3

CertifiedStatus

- Certified
- Not Certified



SOLAR ENERGY
SOLUTIONS

SPEC SHEETS

(ATTACHMENT B)

Solar Energy Solutions takes great care in selecting components for our installations with the understanding that solar systems will run for decades into the future. As a result, we always use tier-1 solar panels.

We have selected the materials for the Solar Over Louisville program with durability, quality, and economy in mind.

All component spec sheets are attached at the end of this document



SOLAR ENERGY SOLUTIONS

CERTIFICATE OF INSURANCE (ATTACHMENT C)

	CERTIFICATE OF LIABILITY INSURANCE	SOLAENE-01	CWEST
		DATE (MM/DD/YYYY) 12/22/2022	
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 CONTACT NAME: AssuredPartners NLPHONEFAX 2305 River Road(A/C, No, Ext):(A/C, No): Louisville, KY 40206E-MAILADDRESS:	Maggie Ziegler (502) 882-5924 1424(502) 882-5924 maggie.ziegler@assuredpartners.com INSURER(S) AFFORDING COVERAGE AGENAIC # West Bend Mutual Insurance Company15350 Kentucky Associated General Contractors Houston Casualty Company42374 Liberty Insurance Underwriters, Inc19917		
INSURED Solar Energy Solutions LLC 1038 Brentwood Ct, Ste. B Lexington, KY 40511	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		

INSURANCE CLASSIFICATION	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	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 type="checkbox"/> EXCESS <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> RET LOC OTHER:		B216504	1/1/2023	1/1/2024	EACH OCCURRENCES \$ DAMAGE TO
						1,000,000
						RENTED PREMISES (Ea occurrence)\$
						300,000
						MED EXP (Any one person)\$
						10,000
						PERSONAL & ADV INJURY\$
						1,000,000
						GENERAL AGGREGATES\$
						2,000,000
						PRODUCTS - COMP/OP AGG\$
						2,000,000
						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		B216504	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)\$
						1,000,000
						BODILY INJURY (Per person)\$
						BODILY INJURY (Per accident)\$
						PROPERTY DAMAGE (Per accident)\$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIABILITY <input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$0		B216504	1/1/2023	1/1/2024	EACH OCCURRENCES \$
						4,000,00
						AGGREGATES \$
						0
						\$
						4,000,00
B	<input checked="" type="checkbox"/> 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 NN	022592-22	1/1/2023	1/1/2024	OTHER-STATUTE
		A				0
						E.L. EACH ACCIDENTS \$
						4,500,00
						E.L. DISEASE - EA EMPLOYEES \$
						0
						E.L. DISEASE - POLICY LIMITS \$
						4,500,00
C	Professional Liability		HCC2268380	1/1/202	1/1/202	Professional Liab
D	Workers Compensation		WC5-335-B21F54-011	3 12/3/20	4 12/3/20	Limit
						0
						1,000,00
						0
						1,000,00
						0

CERTIFICATE HOLDER For Informational Purpose Only	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
---	--



SOLAR ENERGY
SOLUTIONS

SESRE.COM

STANDARD CONTRACT AGREEMENT (ATTACHMENT D)

Attached Next Page





SOLAR ENERGY INSTALLATION AGREEMENT

INSTALLATION AGREEMENT

This Solar Energy Installation Agreement ("Agreement") made this , ("Effective Date") by and between SOLAR ENERGY SOLUTIONS, LLC, a Kentucky limited liability company, 1038 Brentwood Ct., Suite B, Lexington, KY 40511 (hereinafter called "Contractor") and (hereinafter called "Client").

WHEREAS, the Client wishes to employ the Contractor to design a solar system ("Project") for purpose of producing electricity and/or energy storage at , , , (the "Location").

1. Generalities. _____

The Contractor shall design the aforementioned system(s) for the Location, hereto specified by the Client asset forth in Attachment A (hereinafter called the "Scope of Services or Scope of Work"). In situations where prevailing natural disasters, acts of God, wars, governmental actions or Client availability causes the design of a solar or energy storage system to be executed remotely, without direct site inspection, the Contractor reserves the right to amend the "Scope of Services" described in Attachment A subsequent to a formal on- site design review. Any such changes will be by equitable adjustment and this Agreement shall be modified in writing accordingly pursuant to a written change order signed by both parties

2. Additional Services. _____

If requested by the Client, the Client and the Contractor will negotiate for additional services in connection with this Agreement and will set forth any additional services in writing.

3. Client's Responsibilities. _____

The Client shall:

a. Continue to promptly provide full information as to the Client's needs and requirements for the Project to Contractor or its designate.

b. Assist the Contractor by placing at its disposal all available information pertinent to the Work to be performed under the "Scope of Services" described in Attachment A.

c. Give prompt written notice to the Contractor whenever the Client observes or otherwise becomes aware of any defect (or significant variance) in the Work or apparent non-conformance of Work performed in accordance with the "Scope of Services" as set forth in Attachment A, or of any change of circumstances.

4. _____

Compensation.

a. The total compensation to be paid to Contractor for the Work is set forth in Attachment A.

b. Contractor shall be paid for the Work upon the following schedule:

*If the system is installed on a new home build, that isn't ready for occupancy, the homeowner may retain 10% of the system price until system activation (producing power), or 3 months from completion, whichever comes first.

iv. Invoices not paid within thirty (30) days of the invoice due date shall be subject to a late fee of three percent (3%) per month of that invoice's amount, computed at 30 days from the date of invoice. Contractor shall retain title to all equipment installed under the Work and retain its statutory lien rights until paid in full.

5. Time of Completion.

a. The Work to be performed by the Contractor is to be completed as set forth in Attachment A. This completion date, if stated, may be extended in the event of circumstances beyond the control of the Contractor, including, but not limited to, failure by the Client to make timely payments, war, insurrection or Acts of God. In such circumstances, Contractor will provide a new completion date to the Client, in writing, within 30 days of the incident(s) compelling the change of time of completion.

6. Procurement of Licenses and Permits.

The Contractor shall secure all licenses and permits necessary for proper completion of the Work under this Agreement, paying the fees for such licenses and permits.

7. General Provisions.

a. Standards of Performance.

The standard of care for all services performed or furnished by the Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession, practicing under similar circumstances at the same time and in the same locality.

b. Warranty.

i. LIMITATION OF WARRANTIES. There are no understandings, terms, conditions or warranties other than as specifically set forth herein.

A. LIMITED WARRANTY. Contractor warrants that the Work are as described on Attachment A and delivered under this Agreement will conform to its specifications and will be free from defects in materials and workmanship as of the date of delivery for a period of three (3) years in relation to residential projects and one (1) year for commercial installs, but no other express warranty is made with respect to the Work. Contractor hereby passes to Client the original manufacturer's warranty of twenty-five (25) years for the power production on the modules and a minimum ten (10) year original manufacturer's warranty for the inverters. All warranty claims must be notified to Contractor in writing by Client within thirty (30) days of discovery giving rise to such claim. Failure to provide such notice shall void the warranty.

B. DISCLAIMER OF IMPLIED WARRANTIES. CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE WORK, INCLUDING THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FREEDOM FROM INFRINGEMENT CLAIMS, AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTY SET FORTH HEREIN.

c. Limitation of Liability.

i. LIMITATION OF CLIENT'S REMEDIES. Contractor's sole and exclusive liability hereunder shall be limited to the obligation to repair or replace only those portions of the Work that have been proven to have failed to meet the written specification at the time of delivery and have failed within the time periods set forth above, or allow credit therefor upon mutual agreement of the parties. Contractor's total cumulative liability in any way arising from or pertaining to any Work shall not in any case exceed the compensation paid by Client for such non-conforming Work. CONTRACTOR WILL NOT BE LIABLE TO CLIENT, ITS CUSTOMERS, EMPLOYEES OR AGENTS, UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL OR LOSS OF USE OF ANY PRODUCT.

ii. LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN DELIVERY. Delivery dates are approximate and are based on conditions existing at the time of commencement of the Work. In no event shall Contractor be responsible or liable for any damages, including special, indirect, incidental or consequential damages arising from any failure or delay in delivery.

iii. LIMITATION OF POWER PRODUCTION GUARANTEES. Contractor does not provide a performance guarantee for the amount of power to be produced from the Work as such performance is conditioned upon local meteorological conditions, vegetative shading and Client system maintenance and upkeep.

d. Changes.

The Client may, at any time by written notice, make changes to the Work provided; however, that if such changes cause an increase or decrease in the Contractor's expenses, or time required, for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly pursuant to a written change order signed by both parties. In the event that the Contractor finds non-visible defects or circumstances which pose a barrier to completion of the installation of the system(s), including but not limited to asbestos, rot and mold (or other environmental conditions), the Contractor will notify the Client of the non-visible defects, so that the parties may negotiate an equitable modification of the terms of this Agreement. In the event the Contractor discovers any non-visible barriers to completion of the installation of the systems, including but not limited to rock preventing ground racking insertion, roof condition, existing code failures and spatial limitations, the Contractor will notify the Client so the parties can negotiate an equitable modification of the terms of this Agreement pursuant to a written change order.

e. Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural

Force Majeure Event. Force Majeure events include natural disasters, acts of God, wars, governmental actions, trade sanctions or tariff impositions.

Successor and Assigns.

The Client and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect of all covenants of this Agreement; except as above, neither Client nor Contractor shall assign, sublet or transfer its

interest in this Agreement without prior written consent of the other. Client recognizes that acceptance of Attachment A by Contractor constitutes prior written consent. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client and Contractor.

Dispute Resolution.

a. Claims, disputes or other matter in question between the parties to this Agreement shall be first subject to mediation prior to the filing of any arbitration. Mediation is a condition precedent to arbitration. The obligation to mediate is a material and essential provision of this Agreement.

b. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or arbitration, and the Client shall continue to make payments to the Contractor in accordance with this Agreement.

c. Either party may initiate a mediation proceeding by submitting a request in writing to the other party within thirty (30) days after the claim, dispute or other matter in question has arisen.

d. The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within 30 days of the request for mediation, the Contractor shall select a mediator. Each party is to bear its own fees, costs and expenses, of said mediation.

e. In the event that mediation is unsuccessful, the parties shall submit to binding arbitration. This Agreement shall be governed in all aspects by the laws of the Commonwealth of Kentucky. All disputes, if not settled by mediation, which may arise relating to this Agreement, shall be settled according to the arbitration rules of the American Arbitration Association by one (1) arbitrator appointed to settle the dispute. The cost of such arbitration will be divided equally by the parties involved. Arbitration shall be held exclusively in Louisville, Kentucky and the decision of the arbitrator shall be binding on both parties. The prevailing party shall have the right to enforce such decision in the state or Federal courts sitting in Jefferson County, Kentucky, and each party submits to the exclusive jurisdiction thereof. Each party waives any defense of forum non-conveniens, or like defense. The decision of the arbitrator shall be final and obligatory for both parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in mediation or arbitration from the losing party.

10. Indemnity.

a. Subject to the provisions and limitations set forth in Sections 7(b) and (c) of this Agreement, the Contractor shall hold harmless and indemnify the Client and his officials, agents, and employees against any and all claims, loss, damage, injury, fines, penalties, and costs, including reasonable court costs and attorney fees, arising out of or caused by the Contractor's intentional, willful, wanton, reckless, or negligent acts, errors, or omissions in the Contractor's performance under this Agreement, including the actions, errors, or omissions of the Contractor's officials, agents, or employees in performance under this Agreement.

b. The Client shall hold harmless and indemnify the Contractor and its officials, agents, and employees against any and all claims, loss, damage, injury, fines, penalties, and costs, including reasonable court costs and attorney fees, arising out of or caused by the Client's intentional, willful, wanton, reckless, or negligent acts, errors, or omissions in the Client's performance under this Agreement, including the actions, errors, or omissions of the Client's officials, agents, or employees in performance under this Agreement.

11. Termination.

Either party may terminate this Agreement in whole or in part after giving written notice of termination (specifying specific portions being terminated, if terminated in part,) at least thirty (30) days before date of termination. The Client may terminate this Agreement at any time by giving thirty days (30) notice to the Contractor. If this Agreement is terminated, the Contractor shall be compensated for Work actually performed and expense(s) incurred by Contractor up to the date of termination, including administrative, design Work or Work subrogated to other parties.

12. Counterparts.

This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same Agreement.

13. Complete Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior oral or written Agreements and understandings relating to the subject matter hereof.

14. Construction.

Should any provision of the Agreement require interpretation or construction, it is agreed by the parties hereto that the Court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provision hereof shall be more strictly construed against one party than another by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agent prepared the same. The headings of sections and subsections are convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

15. Notices.

All notices, requests, demands, or other communications required under this Agreement shall be made in writing and shall be served by hand delivery or by placing in the United States Mail, certified mail, return receipt requested and bearing adequate postage. Each notice shall be effective upon receipt.

16. Confidentiality.

The Client shall not disclose nor permit disclosure of any information specifically designated by the Contractor as confidential or proprietary, except to its employees and other sub-consultants who need such information in order to properly execute the services of this Agreement. If the Contractor determines the Client has informed the Contractor's competitors of processes proprietary to the Contractor, the Contractor can file suit to request mediation or court award of any damages incurred.

17. Ownership of Work Product.

The Contractor shall continue to be the owner of all drawings, electronic media files, reports and other material provided to the Client unless otherwise agreed in writing. The Contractor may keep copies of all Work products. In the event that the Client should use any Work product from this Agreement on any future Projects unrelated to (or outside the scope or) the subject of this Agreement, the Client shall assume full responsibility for such use and shall hold the Contractor harmless from any claims, lawsuits or challenges to such subsequent use or performance. The Contractor shall have the right to change appropriate royalty fees from the Client for the additional use thereof. The Contractor shall have the right to display and distribute images of the system(s) as installed for purposes of advertising, promotion or subsequent research and development.

18. Waiver.

No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.

19. Records Retention.

All records related to this Agreement shall be retained by both parties for a period of four (4) years after the conclusion of this Agreement. Records relating to any claim arising out of the performance of this Agreement or costs and expenses of this Agreement to which exception has been taken by either party shall be retained by the other party until the claim has been resolved.

20. Severability.

In the event that any term, provision or covenant hereunder shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall

remain valid and enforceable by any party and the invalid unenforceable covenant shall automatically be deemed modified and amended to provide the maximum rights available under applicable law to the party who is the beneficiary of the covenant in question.

21. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

22. Right To Cancel.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLIENT: SOLAR ENERGY SOLUTIONS LLC

By: By:

Date: Title: Vice President of Sales & Marketing

Customer: Date:

Address:

Contact phone #:

Contact email:



PROPOSAL TEMPLATE

(ATTACHMENT E)

Attached on the following pages is our proposal template, or you may scan the QR code below. We have tried to incorporate everything that the program has requested in the RFP and are happy to work with Solarize to fine-tune anything that is needed.

Link to online proposal:

https://api.opensolar.com/share/776538/?token=AAgp4TW_KSbkN_4EZtY



Please note that the proposed system is a 10 kW system at the program pricing. The panels are all black; however, our program is showing them as silver framed, please see the spec sheet and we will work on correcting the system.

Prepared by: Julie Jones
513-477-5814
Julie@sesre.com

For: Sierra Solar
1731 Llanfair Ave
Cincinnati, OH 45224

Quote #: 776538



Lexington Solarize Proposal

Hello Sierra,

Thank you for your interest in the Solarize program and Solar Energy Solutions (SES). SES is thrilled to have been vetted and selected by the City in a competitive bidding process to serve the greater Louisville area with high-quality solar systems at a discounted program rate.

Solar Energy Solutions was founded in 2006 and has served Kentucky for over 15 years. I look forward to working with you.

Best regards,

Julie





Solar Energy Solutions (SES) is the region's largest and most experienced solar design, engineering, and construction company in the midwest with locations in Illinois, Indiana, Kentucky, Ohio, and many surrounding states. SES is also the region's leading Tesla Powerwall Certified Installer. Founded in Kentucky in 2006, Solar Energy Solutions has more than 2,000 active photovoltaic and battery storage projects in the residential, commercial, and utility arenas throughout the tri-state region and beyond.

OUR APPROACH

Think Design:

At SES our best work begins before we even lift a tool. Anyone can learn to install a panel, but we design and engineer systems to meet the needs of each unique project. That means skillfully having a vision for the intended results, planning the best path to get there, and making it last a lifetime.

Embrace The Details:

At SES we are in a technical field where the smallest parts are critical to the success and 25+ year life of the whole system. Therefore, from design to installation and from people to the product, the details matter, and we pay attention to them to ensure our success for our customers.

Go The Extra Mile:

At SES we will over-deliver when we can, providing our customers with more than their money's worth. Likewise, we work hard to give advice and support that goes beyond our customers' expectations to be as thorough as possible and deliver the best long-term solution. Therefore, if we make a mistake, we own it and correct it to your satisfaction.

Always Learning:

At SES we are stewards of a new and rapidly growing industry. And so, as leaders in our field, it is our responsibility to continue our education and remain informed and acquainted with the latest technologies and methods of our craft.

Show Respect:

At SES we treat our customers, and each other, with acceptance, courtesy, and the esteem due to any member of our community. We want to earn their business with our expertise, experience, and ethical approach to solar.

Advocacy:

At SES we are the protectors of solar power at a regional, state, and local level. Consequently, we place our resources, people, and voice behind its continued growth and success. Our passion and enthusiasm stems from knowing our political advocacy efforts not only ensure our industry but also solidify the confidence our customers have in solar as a long-term solution.

Be Ethical:

At SES we manage our conduct by what is right for people, their investment, the environment, and the profession we love. And so, we are in business primarily to solve the world's #1 issue of climate change and to grow local, sustainable jobs. Profits follow.

Solar Energy Solutions (SES) has been selected as the official solar installation partner for the solarize campaign. 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, SES has more than 2,000 active photovoltaic and battery storage projects in the residential, commercial, and utility arenas throughout the tri-state region and beyond. SES has also participated in solarize campaigns in Lexington, Cincinnati, Bloomington, Indianapolis, and other regional counties.

A review panel consisting of the Metro Government and KYSES, a community solar advocate, worked together to select the vetted installer through a rigorous competitive process. Some factors that were considered when selecting an installer were:

- Affordability of pricing and financing options
- Quality of and longevity of the company's work history
- Quality of hardware and warranties, and
- Number of local jobs supported

Recommended System Option

10.25 kW
System Size

\$25,830
Total System Price

\$18,081
Net Cost of this solar
system

10,859 kWh
Estimated Annual
Solar Generation



Your Solution

Solar Panels

Znshinesolar

10.250 kW Total Solar Power

25 x 410 Watt Panels (ZXM7-SH108 410)

10,859 kWh per year

SolarEdge HD Wave Inverter

SolarEdge Technologies Ltd.

7.600 kW Total Inverter Rating

1 x SE7600H-US [240V]



solaredge

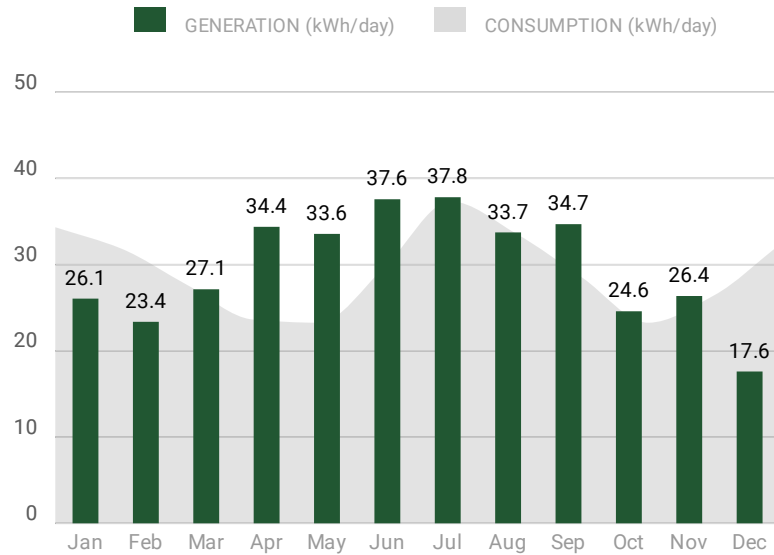
Warranties: 12 Year Panel Product Warranty, 25 Year Panel Performance Warranty, 12 Year Inverter Product Warranty

This contract is executed between Solar Energy Solutions and Sierra Solar. Solarize Lexington, LFUCG, and other campaign partners are not parties to this contract. Solar Energy Solutions is solely liable for any claims, losses, or damages arising out of the contract.

*Due to supply chain constraints, SES reserves the right to substitute panels of equal or greater quality from another manufacturer. Inverter sizing is estimated and will be finalized in engineering.

System Performance

101%
Energy From Solar



37%
Self-consumption

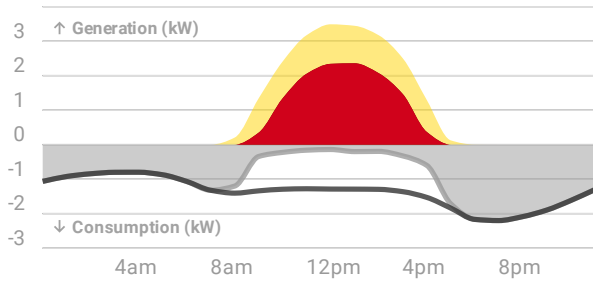
63%
Export to grid

System Performance Assumptions: System Total losses: 25.8%, Inverter losses: 1.0%, Optimizer losses: 0%, Shading losses: 5.6%, Performance Adjustment: 0%, Output Calculator: System Advisor Model 2020.02.29.r2. Panel Orientations: 18 panels with Azimuth 184 and Slope 36, 7 panels with Azimuth 184 and Slope 36.

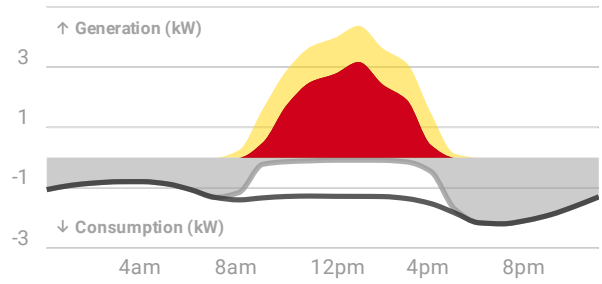
Daily Energy Flows

CONSUMPTION (kWh)
 GENERATION (kWh)
 NET CONSUMPTION (kWh)
 EXPORT TO GRID (kWh)

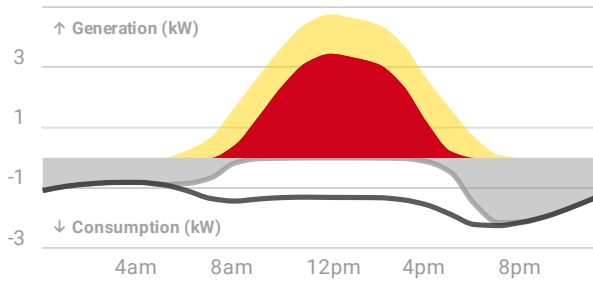
Winter Weekday



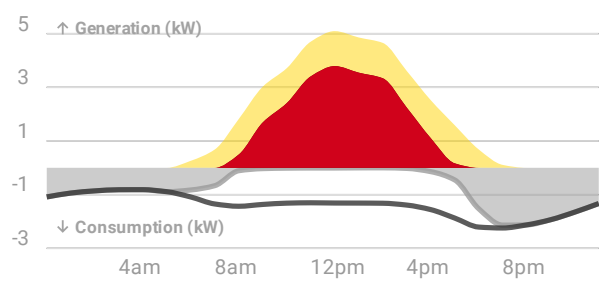
Winter Weekend



Summer Weekday

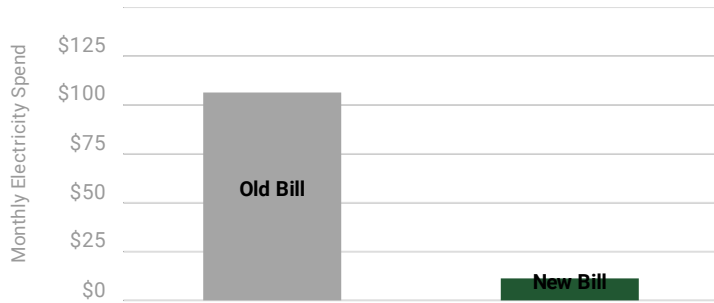


Summer Weekend

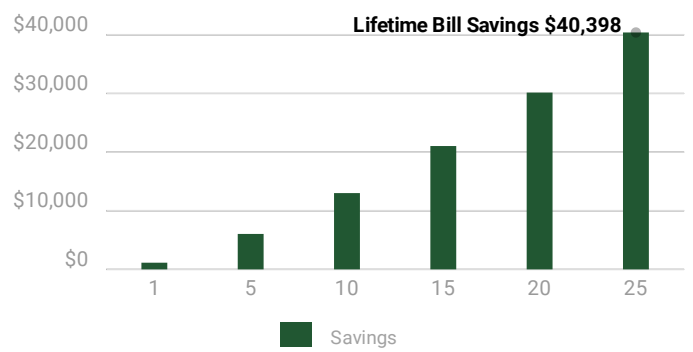


Electricity Bill Savings

First Year Monthly Bill Savings



Lifetime Bill Savings



Month	Solar Generation (kWh)	Electricity Consumption before solar (kWh)	Electricity Consumption after solar (kWh)	Utility Bill before solar (\$)	Utility Bill after solar (\$)	Cumulative Energy Credit (\$)	Estimated Savings (\$)
Jan	808	1,064	257	126	35	0	90
Feb	654	892	238	106	33	0	73
Mar	841	857	16	102	8	0	94
Apr	1,031	709	(323)	86	6	36	79
May	1,040	721	(319)	87	7	72	81
Jun	1,127	891	(236)	106	6	98	100
Jul	1,172	1,157	(15)	136	7	100	130
Aug	1,046	1,041	(5)	123	7	101	116
Sep	1,041	855	(186)	102	6	121	96
Oct	762	721	(41)	87	7	126	81
Nov	791	793	2	95	6	126	89
Dec	546	1,002	457	119	7	0	112

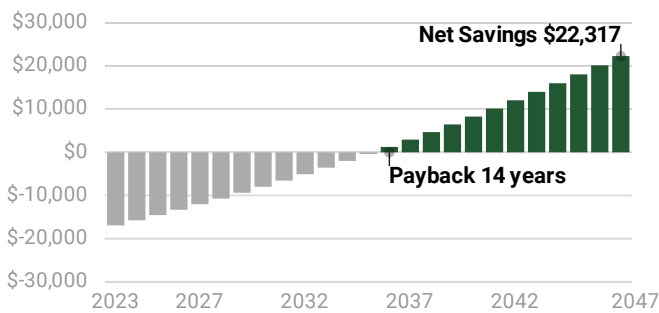
Rate not specified specified, using Residential Service based on location.

Your projected energy cost is calculated by considering a 3.0% increase in energy cost each year, due to trends in the raising cost of energy. This estimate is based on your selected preferences, current energy costs and the position and orientation of your roof to calculate the efficiency of the system. Projections are based on estimated usage of 10704 kWh per year, assuming Residential Service Electricity Tariff.

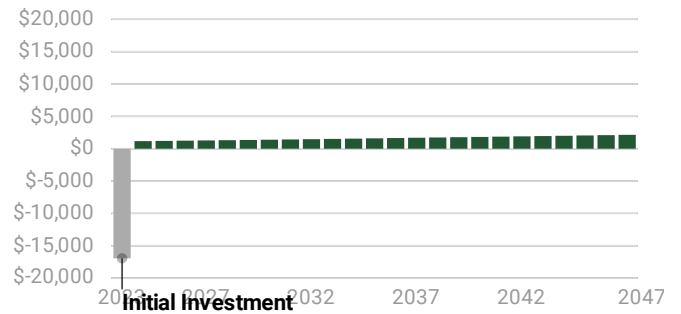
Net Financial Impact Cash

$$\begin{array}{rcl}
 \$40,398 & - & \$18,081 & = & \$22,317 \\
 \text{Utility Bill Savings} & & \text{Net System Cost} & & \text{Estimated Net Savings}
 \end{array}$$

Cumulative Savings From Going Solar



Annual Savings From Going Solar



123%

Total Return on Investment

6.5%

Rate of Return on Investment

Year	Electricity Consumption (kWh)	Solar Generation (kWh)	Utility Bill (before solar) (\$)	Utility Bill (after solar) (\$)	Annual Savings (from solar) (\$)	System Costs (Net of Dealer Incentives) (\$)	Customer Incentives (Upfront) (\$)	Net Savings (\$)	Cumulative Impacts (\$)
2023	10,704	10,859	1,276	135	1,141	25,830	7,749	(16939)	(16939)
2024	10,704	10,800	1,315	140	1,174	0	0	1174	(15765)
2025	10,704	10,740	1,354	146	1,208	0	0	1208	(14557)
2026	10,704	10,680	1,395	152	1,243	0	0	1242	(13314)
2027	10,704	10,621	1,437	158	1,279	0	0	1278	(12035)
2028	10,704	10,561	1,480	164	1,315	0	0	1315	(10720)
2029	10,704	10,501	1,524	171	1,353	0	0	1353	(9367)
2030	10,704	10,441	1,570	178	1,392	0	0	1391	(7975)
2031	10,704	10,382	1,617	185	1,432	0	0	1431	(6543)
2032	10,704	10,322	1,665	192	1,473	0	0	1472	(5070)
2033	10,704	10,262	1,715	200	1,515	0	0	1515	(3555)
2034	10,704	10,202	1,767	208	1,559	0	0	1558	(1996)
2035	10,704	10,143	1,820	216	1,604	0	0	1603	(393)
2036	10,704	10,083	1,874	225	1,650	0	0	1649	1256

Year	Electricity Consumption (kWh)	Solar Generation (kWh)	Utility Bill (before solar) (\$)	Utility Bill (after solar) (\$)	Annual Savings (from solar) (\$)	System Costs (Net of Dealer Incentives) (\$)	Customer Incentives (Upfront) (\$)	Net Savings (\$)	Cumulative Impacts (\$)
2037	10,704	10,023	1,931	234	1,697	0	0	1696	2953
2038	10,704	9,964	1,989	250	1,739	0	0	1738	4691
2039	10,704	9,904	2,048	268	1,780	0	0	1779	6471
2040	10,704	9,844	2,110	287	1,822	0	0	1822	8294
2041	10,704	9,784	2,173	307	1,866	0	0	1865	10159
2042	10,704	9,725	2,238	328	1,910	0	0	1909	12069
2043	10,704	9,665	2,305	350	1,955	0	0	1955	14024
2044	10,704	9,605	2,374	373	2,001	0	0	2001	16025
2045	10,704	9,545	2,446	397	2,048	0	0	2048	18074
2046	10,704	9,486	2,519	422	2,097	0	0	2096	20171
2047	10,704	9,426	2,595	449	2,146	0	0	2146	22317

Estimates do not include replacement costs of equipment not covered by a warranty. Components may need replacement after their warranty period. Financial discount rate assumed: 6.75%

Quotation

This contract is executed between Solar Energy Solutions and Sierra Solar. Solarize Lexington, LFUCG, and other campaign partners are not parties to this contract. Solar Energy Solutions is solely liable for any claims, losses, or damages arising out of the contract.

**Due to supply chain constraints, SES reserves the right to substitute panels of equal or greater quality from another manufacturer. Inverter sizing is estimated and will be finalized in engineering.

Payment Option: Cash

25 x ZXM7-SH108 410 410 Watt Panels (Znshinesolar) 1 x SE7600H-US [240V] (SolarEdge Technologies Ltd.)	
Total System Price	\$25,830.00
Purchase Price	\$25,830.00
Deposit Payable	\$5,166.00

Additional Incentives

Federal Investment Tax Credit (ITC) <small>The Federal Solar Tax Credit or The Federal Investment Tax Credit (ITC) for installations energized in 2022.</small>	\$7,749.00
Net System Cost	\$18,081.00

Payment Milestones

i. Deposit <small>20% on or prior to order (the Retainer)</small>	5,166.00
ii. Delivery of Goods & Installation <small>50% upon delivery of goods on site and commencement of installation</small>	12,915.00
iii. System Activation (Power Production) <small>30% and all balances upon system activation (power production)*</small>	7,749.00
Total	25,830.00

Please mail deposit check to : Solar Energy Solutions LLC, 1038 Brentwood Court, Suite B, Lexington, KY 40511

I have reviewed and accept the above agreement.

Signature _____

Name _____

Date _____

Payment Details: Offline Payment

Contact your sales representative regarding payment.

Environmental Benefits

Solar has no emissions. It just silently generates pure, clean energy.



Each Year

101%
Of CO₂, SO_x & NO_x

7 tons
Avoided CO₂ per year

Over System Lifetime

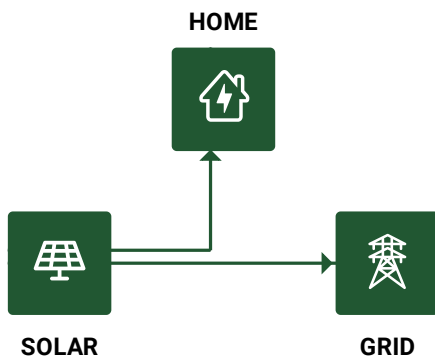
126,084
Car miles avoided

1,305
Trees planted

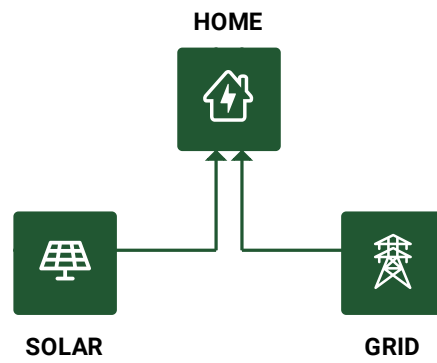
145
Long haul flights avoided

How your system works

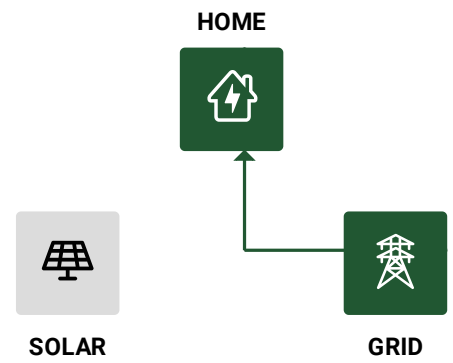
Generating Excess Solar



Partially Offset Usage



Night



We can't wait to work with you on your project. Select the option that you want and click accept to move on to sign your contract document and financing if selected. We're here to help so please reach out to Julie Jones at Julie@sesre.com or 513-477-5814 if you have any questions.

Case Studies

Your Questions Answered

Feel like you still have questions? Check out [this article](#) for answers and an explanation of some key terms.

Interested in solar for an agricultural property? Read more about the USDA's REAP program [here](#).



SOLAR ENERGY INSTALLATION AGREEMENT

This Solar Energy Installation Agreement (“Agreement”) made this Jan 06 2023, (“Effective Date”) by and between SOLAR ENERGY SOLUTIONS, LLC, a Kentucky limited liability company, 1038 Brentwood Ct., Suite B, Lexington, KY 40511 (hereinafter called “Contractor”) and Sierra Solar (hereinafter called “Client”).

WHEREAS, the Client wishes to employ the Contractor to design a solar system (“Project”) for purpose of producing electricity and/or energy storage at 1731 Llanfair Ave, Cincinnati, OH, 45224(the “Location”).

1. Generalities.

The Contractor shall design the aforementioned system(s) for the Location, hereto specified by the Client asset forth in Attachment A (hereinafter called the “Scope of Services or Scope of Work”). In situations where prevailing natural disasters, acts of God, wars, governmental actions or Client availability causes the design of a solar or energy storage system to be executed remotely, without direct site inspection, the Contractor reserves the right to amend the “Scope of Services” described in Attachment A subsequent to a formal on- site design review. Any such changes will be by equitable adjustment and this Agreement shall be modified in writing accordingly pursuant to a written change order signed by both parties

2. Additional Services.

If requested by the Client, the Client and the Contractor will negotiate for additional services in connection with this Agreement and will set forth any additional services in writing.

3. Client’s Responsibilities.

The Client shall:

- a. Continue to promptly provide full information as to the Client’s needs and requirements for the Project to Contractor or its designate.
- b. Assist the Contractor by placing at its disposal all available information pertinent to the Work to be performed under the “Scope of Services” described in Attachment A.
- c. Give prompt written notice to the Contractor whenever the Client observes or otherwise becomes aware of any defect (or significant variance) in the Work or apparent non-conformance of Work performed in accordance with the “Scope of Services” as set forth in Attachment A, or of any change of circumstances.

4. Compensation.

- a. The total compensation to be paid to Contractor for the Work is set forth in Attachment A.
- b. Contractor shall be paid for the Work upon the following schedule:

Payment Milestone	Amount
i. Deposit <i>20% on or prior to order (the Retainer)</i>	\$5,166.00
ii. Delivery of Goods & Installation <i>50% upon delivery of goods on site and commencement of installation</i>	\$12,915.00
iii. System Activation (Power Production) <i>30% and all balances upon system activation (power production)*</i>	\$7,749.00
Total	\$25,830.00

*If the system is installed on a new home build, that isn't ready for occupancy, the homeowner may retain 10% of the system price until system activation (producing power), or 3 months from completion, whichever comes first.

- iv. Invoices not paid within thirty (30) days of the invoice due date shall be subject to a late fee of three percent (3%) per month of that invoice's amount, computed at 30 days from the date of invoice. Contractor shall retain title to all equipment installed under the Work and retain its statutory lien rights until paid in full.

5. Time of Completion.

a. The Work to be performed by the Contractor is to be completed as set forth in Attachment A. This completion date, if stated, may be extended in the event of circumstances beyond the control of the Contractor, including, but not limited to, failure by the Client to make timely payments, war, insurrection or Acts of God. In such circumstances, Contractor will provide a new completion date to the Client, in writing, within 30 days of the incident(s) compelling the change of time of completion.

6. Procurement of Licenses and Permits.

The Contractor shall secure all licenses and permits necessary for proper completion of the Work under this Agreement, paying the fees for such licenses and permits.

7. General Provisions.

a. Standards of Performance.

The standard of care for all services performed or furnished by the Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession, practicing under similar circumstances at the same time and in the same locality.

b. Warranty.

i. **LIMITATION OF WARRANTIES.** There are no understandings, terms, conditions or warranties other than as specifically set forth herein.

A. **LIMITED WARRANTY.** Contractor warrants that the Work are as described on Attachment A and delivered under this Agreement will conform to its specifications and will be free from defects in materials and workmanship as of the date of delivery for a period of three (3) years in relation to residential projects and one (1) year for commercial installs, but no other express warranty is made with respect to the Work. Contractor hereby passes to Client the original manufacturer's warranty of twenty-five (25) years for the power production on the modules and a minimum ten (10) year original manufacturer's warranty for the inverters. All warranty claims must be notified to Contractor in writing by Client within thirty (30) days of discovery giving rise to such claim. Failure to provide such notice shall void the warranty.

B. **DISCLAIMER OF IMPLIED WARRANTIES.** CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES WITH RESPECT TO THE WORK, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FREEDOM FROM INFRINGEMENT CLAIMS, AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTY SET FORTH HEREIN.

c. Limitation of Liability.

i. **LIMITATION OF CLIENT'S REMEDIES.** Contractor's sole and exclusive liability hereunder shall be limited to the obligation to repair or replace only those portions of the Work that have been proven to have failed to meet the written specification at the time of delivery and have failed within the time periods set forth above, or allow credit therefor upon mutual agreement of the parties. Contractor's total cumulative liability in any way arising from or pertaining to any Work shall not in any case exceed the compensation paid by Client for such non-conforming Work. CONTRACTOR WILL NOT BE LIABLE TO CLIENT, ITS CUSTOMERS, EMPLOYEES OR AGENTS, UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL OR LOSS OF USE OF ANY PRODUCT.

ii. **LIMITATION OF LIABILITY FOR FAILURE OR DELAY IN DELIVERY.** Delivery dates are approximate and are based on conditions existing at the time of commencement of the Work. In no event shall Contractor be responsible or liable for any damages, including special, indirect, incidental or consequential damages arising from any failure or delay in delivery.

iii. **LIMITATION OF POWER PRODUCTION GUARANTEES.** Contractor does not provide a performance guarantee for the amount of power to be produced from the Work as such performance is conditioned upon local meteorological conditions, vegetative shading and Client system maintenance and upkeep.

d. Changes.

The Client may, at any time by written notice, make changes to the Work provided; however, that if such changes cause an increase or decrease in the Contractor's expenses, or time required, for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly pursuant to a written change



order signed by both parties. In the event that the Contractor finds non-visible defects or circumstances which pose a barrier to completion of the installation of the system(s), including but not limited to asbestos, rot and mold (or other environmental conditions), the Contractor will notify the Client of the non-visible defects, so that the parties may negotiate an equitable modification of the terms of this Agreement. In the event the Contractor discovers any non-visible barriers to completion of the installation of the systems, including but not limited to rock preventing ground racking insertion, roof condition, existing code failures and spatial limitations, the Contractor will notify the Client so the parties can negotiate an equitable modification of the terms of this Agreement pursuant to a written change order.

e. Force Majeure

Either Party shall be excused from performance and shall not be in default in respect of any obligation hereunder to the extent that the failure to perform such obligation is due to a Natural Force Majeure Event. Force Majeure events include natural disasters, acts of God, wars, governmental actions, trade sanctions or tariff impositions.

8. Successor and Assigns.

The Client and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect of all covenants of this Agreement; except as above, neither Client nor Contractor shall assign, sublet or transfer its interest in this Agreement without prior written consent of the other. Client recognizes that acceptance of Attachment A by Contractor constitutes prior written consent. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Client and Contractor.

9. Dispute Resolution.

a. Claims, disputes or other matter in question between the parties to this Agreement shall be first subject to mediation prior to the filing of any arbitration. Mediation is a condition precedent to arbitration. The obligation to mediate is a material and essential provision of this Agreement.

b. Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any mediation or arbitration, and the Client shall continue to make payments to the Contractor in accordance with this Agreement.

c. Either party may initiate a mediation proceeding by submitting a request in writing to the other party within thirty (30) days after the claim, dispute or other matter in question has arisen.

d. The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. In the event the parties have not agreed upon a mediator within 30 days of the request for mediation, the Contractor shall select a mediator. Each party is to bear its own fees, costs and expenses, of said mediation.

e. In the event that mediation is unsuccessful, the parties shall submit to binding arbitration. This Agreement shall be governed in all aspects by the laws of the Commonwealth of Kentucky. All disputes, if not settled by mediation, which may arise relating to this Agreement, shall be settled according to the arbitration rules of the American Arbitration Association by one (1) arbitrator appointed to settle the dispute. The cost of such arbitration will be divided equally by the parties involved. Arbitration shall be held exclusively in Louisville, Kentucky and the decision of the arbitrator shall be binding on both parties. The prevailing party shall have the right to enforce such decision in the state or Federal courts sitting in Jefferson County, Kentucky, and each party submits to the exclusive jurisdiction thereof. Each party waives any defense of forum non-conveniens, or like defense. The decision of the arbitrator shall be final and obligatory for both parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses incurred in mediation or arbitration from the losing party.

10. Indemnity.

a. Subject to the provisions and limitations set forth in Sections 7(b) and (c) of this Agreement, the Contractor shall hold harmless and indemnify the Client and his officials, agents, and employees against any and all claims, loss, damage, injury, fines, penalties, and costs, including reasonable court costs and attorney fees, arising out of or caused by the Contractor's intentional, willful, wanton, reckless, or negligent acts, errors, or omissions in the Contractor's performance under this Agreement, including the actions, errors, or omissions of the Contractor's officials, agents, or employees in performance under this Agreement.

b. The Client shall hold harmless and indemnify the Contractor and its officials, agents, and employees against any and all claims, loss, damage, injury, fines, penalties, and costs, including reasonable court costs and attorney fees, arising out of or caused by the Client's intentional, willful, wanton, reckless, or negligent acts, errors, or omissions in the Client's performance under this Agreement, including the actions, errors, or omissions of the Client's officials, agents, or employees in performance under this Agreement.

11. Termination.

Either party may terminate this Agreement in whole or in part after giving written notice of termination (specifying specific portions being terminated, if terminated in part,) at least thirty (30) days before date of termination. The Client may terminate this Agreement at any time by giving thirty days (30) notice to the Contractor. If this Agreement is terminated, the Contractor shall be compensated for Work actually performed and expense(s) incurred by Contractor up to the date of termination, including administrative, design Work or Work subrogated to other parties.

12. Counterparts.

This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same Agreement.

13. Complete Agreement.

This Agreement constitutes the entire Agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior oral or written Agreements and understandings relating to the subject matter hereof.

14. Construction.

Should any provision of the Agreement require interpretation or construction, it is agreed by the parties hereto that the Court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provision hereof shall be more strictly construed against one party than another by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agent prepared the same. The headings of sections and subsections are convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.

15. Notices.

All notices, requests, demands, or other communications required under this Agreement shall be made in writing and shall be served by hand delivery or by placing such in the United States Mail, certified mail, return receipt requested and bearing adequate postage. Each notice shall be effective upon receipt.

16. Confidentiality.

The Client shall not disclose nor permit disclosure of any information specifically designated by the Contractor as confidential or proprietary, except to its employees and other sub-consultants who need such information in order to properly execute the services of this Agreement. If the Contractor determines the Client has informed the Contractor's competitors of processes proprietary to the Contractor, the Contractor can file suit to request mediation or court award of any damages incurred.

17. Ownership of Work Product.

The Contractor shall continue to be the owner of all drawings, electronic media files, reports and other material provided to the Client unless otherwise agreed in writing. The Contractor may keep copies of all Work products. In the event that the Client should use any Work product from this Agreement on any future Projects unrelated to (or outside the scope or) the subject of this Agreement, the Client shall assume full responsibility for such use and shall hold the Contractor harmless from any claims, lawsuits or challenges to such subsequent use or performance. The Contractor shall have the right to change appropriate royalty fees from the Client for the additional use thereof. The Contractor shall have the right to display and distribute images of the system(s) as installed for purposes of advertising, promotion or subsequent research and development.

18. Waiver.

No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.

19. Records Retention.

All records related to this Agreement shall be retained by both parties for a period of four (4) years after the conclusion of this Agreement. Records relating to any claim arising out of the performance of this Agreement or costs and expenses of this Agreement to which exception has been taken by either party shall be retained by the other party until the claim has been resolved.

20. Severability.

In the event that any term, provision or covenant hereunder shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party and the invalid unenforceable covenant shall automatically be deemed modified and amended to provide the maximum rights available under applicable law to the party who is the beneficiary of the covenant in question.

21. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

22. Right To Cancel.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLIENT: Sierra Solar SOLAR ENERGY SOLUTIONS LLC

By:	By:
Date:	Title: Vice President of Sales & Marketing
	Date:

Address: 1731 Llanfair Ave
Cincinnati, OH 45224
Contact phone #: 1231231234

Contact email: nobody@nobody.com

Solar Energy Solutions and Sierra Solar
1731 Llanfair Ave, Cincinnati, OH, 45224
(Attachment A – Residential) Jan 06 2023

10.250 kW Solar Array

Scope of Services:

- Design, Engineering, and Management
- Solar Modules
 - 25 Zshinesolar ZXM7-SH108 410
- Inverter
 - 1 SolarEdge Technologies Ltd.
- Battery
 - 0
- Other Hardware & Components, Component Warranties, and Additional Warranties

Warranties: 12 Year Panel Product Warranty, 25 Year Panel Performance Warranty, 12 Year Inverter Product Warranty

- Wiring, Installation, Workmanship Warranty
 - o All labor required for installation and commissioning of the system
 - o All consumables, small and miscellaneous parts
 - o All permitting, inspection, utility administration and fees
 - o 3 year workmanship warranty

Test Test Test

TOTAL COST INSTALLED

\$ 25830.00

\$ 7749.00 Estimated Incentives (30 % Federal Tax Credit, estimated SREC value, and all others if applicable).*

\$ 18081.00 REALIZED COST (NET TAX CREDIT)

CLIENT: Sierra Solar

SOLAR ENERGY SOLUTIONS LLC

By:

By:

Owner(s) Signature

SES Signature

Date:

Date:

*Solar Energy Solutions does not provide financial advice and encourages customers to consult with their tax professional for any IRS claims made.

END OF ATTACHMENT 'A'

TESTIMONIALS

Jack

★★★★★ 1 week ago

I'm very pleased with the overall project with Solar Energy Solutions. From the planning stage through the final day of install, I was very impressed with the continued communication throughout the project. Every step was well planned and executed by very friendly and professional installers. Eric Straeter was my sales contact with Solar Energy Solutions. Eric is very knowledgeable and very easy to work with, his experience with solar energy was very impressive and yet could relate to my novice questions and answer them with easy to understand answers. Eric's ability to relate to real time farm experiences helped me to know that Solar Energy Solutions was the right fit for our farm needs.

Eddie

★★★★★ 5 weeks ago

SES was outstanding in evaluating, installing and follow-up on our Solar project. I can't wait for the days to get longer and the sun get higher so I can see how many Kwh this baby can crank out. Special thanks to Patrick Ferrell for keeping me informed at each step of the operation. I hope this is just a first step for us in embracing clean energy. Thanks to all the folks at SES for making this a great experience. Good to be "Green".

Jane

★★★★★ 25 weeks ago

I recommend Solar Energy Solutions without reservation. During our decision making process, Steve answered all of our questions honestly and openly without ever trying to rush us with a hard sell. His installation team were careful of our property and made sure that our cats were safe every time they came in and out of the house. They were professional and considerate throughout the entire process.

Glenn

★★★★★ 46 weeks ago

Patrick, Caleb, and the crew at SES worked with me over 3 months tweaking out a system that will power my home and charge my car. Once the design was settled, they handled the rest. Now I am my own Exxon, as well as LG&E, and will be for the rest of my life. Want to be green and save money doing it? Buy an EV and call SES. The gasoline and oil changes you will stop buying for life will pay off most of the cost of solar. (Go all electric for your lawn and power equipment too for more savings.) The low electricity bills will do the rest fairly quickly, and lower the total cost of ownership of your EV. If you buy a Tesla, they are your Tesla Solar and Powerwall experts. They can integrate your car, solar and storage all in the Tesla app so that it all works as a whole. My next project with them is getting some Powerwalls so I can weather an outage and time shift energy.



This proposal has been prepared by Solar Energy Solutions, LLC using tools or applications available from www.opensolar.com and is subject to the terms set out in the User Agreement. We suggest you review the terms of the User Agreement and our Privacy Policy (at <http://www.opensolar.com/content/legal/>).

Capitalised terms here have the same meaning as under the User Agreement, you means the individual (who is not also a User) who has received this sales proposal and OpenSolar / we / us / our means OpenSolar Pty Ltd ACN 621 679 632. Under the User Agreement, the User (which could be an installer, service provider, electrician etc who has provided you, the end customer, this sales proposal) has an obligation to obtain consent from its customers or clients to upload their User Content to the OpenSolar Site and warrants that they have explained to those customers or clients how their User Content may be used pursuant to the User Agreement.

Any tools, calculators, design platforms, results and output produced by the OpenSolar Sites (including this sales proposal) are estimates only, and we do not guarantee that these estimates will match actual measurements taken at a given site. We do not guarantee the accuracy or suitability of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Sites, and no tool on or part of the OpenSolar Site shall be deemed a substitute for an actual in-person analysis conducted at a given site.

We make no representation, promise, guarantee or warranty about any cost savings, energy consumption savings or return on investment of any engineering designs or plan-sets or customer proposals produced by the OpenSolar Sites.

OpenSolar is not a party to any contract or agreement that you (as a customer) may have with a User or between Users.

The above statement does not apply to the CEC Approved Retailer (in Australia only) responsible for the sale of the solar PV system.



SOLAR ENERGY
SOLUTIONS

SESRE.COM

WORKMANSHIP WARRANTY (ATTACHMENT F)



SOLAR ENERGY
SOLUTIONS

Warranty

Installation

Solar Energy Solutions LLC warrants the installation of its Photovoltaic array system for five years 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.

Headquarters:
1038 Brentwood Ct, Suite B
Lexington, KY 40511

Tel: (859) 312-7456

www.solar-energy-solutions.com



STANDARD TOOLS/SOFTWARE (ATTACHMENT G)

JobNimbus

SES has used Jobnimbus, a CRM system crafted explicitly for the solar and roofing industries, for the last three years. Jobnimbus is a cloud-based system that tracks all customers from initial contact to contracting. In this platform, we have prepared a workflow to guide salespeople through the communication and sales process.

All customer phone calls, emails, associated project notes, site photos, and administrative paperwork are retained and linked to specific customers. In addition, automated status updates have been established to keep customers aware of their job progress and to remind Solar Consultants if a client contact is required or overdue.

Solmetric Suneye

SES uses the Solmetric Suneye for shade assessment on project sites. The Suneye is the industry's gold standard for onsite shade assessment. The device produces an exportable report/file that can easily be integrated into many standard site evaluation tools. SES site evaluators are trained to use the Suneye and are issued the device as a standard site evaluation tool.

OpenSolar

SES uses OpenSolar, a solar design and proposal tool. OpenSolar streamlines and improves our proposing capabilities in the following ways.

- **3D Design, Leading Accuracy**
 - The fastest, most straightforward, and most accurate 3D design tool makes your proposals streamlined and reliable from the office and the field.
- **Upgraded Proposal Design**
 - Fully customizable, interactive proposals online or as a PDF. This will allow going over proposals in person, online, or over the phone, with the ability to modify the online proposal in real time with customer input.
- **Integrated Financing**
 - Our financing partner is integrated into the proposal so customers can complete that process from the proposal in the comfort and privacy of their own homes.



SOLAR ENERGY
SOLUTIONS

SESRE.COM

STANDARD LOAN AGREEMENT (ATTACHMENT H)

Attached on the following pages



L22-OH-0260061



LOAN
AND SECURITY AGREEMENT

This Loan and Security Agreement (this "Agreement"), dated 06/30/2022 (the "Effective Date"), is between MARISOL TESTCASE (individually and jointly referred to as "Borrower" or "you", whether one or more) and Dividend Solar Finance LLC ("Lender," "we," or "us"). Borrower's home and installation address is 12 Main St, Brookville, OH 45309 (the "Home"). Lender's address is 1 California Street, Suite 1500, San Francisco, CA 94111. Please read all pages of this Agreement carefully.

Lender has agreed to make a loan to Borrower (the "Loan"), and Borrower agrees to pay back the Loan based on the terms of this Agreement. Borrower agrees that proceeds from the Loan will solely be used to pay for the design and installation of solar photovoltaic (PV) electricity generation, energy storage, and/or related equipment or improvements (the "Collateral") at the Home.

Borrower is purchasing the Collateral from Solar is Freedom ("Seller"). Borrower will have a separate agreement with the Seller or third-party contractor ("Contractor") to install the Collateral at the Borrower's Home.

TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
1.99%	(e) \$11,023.55	\$40,000.00	\$51,023.55(e)
Your Payment Schedule Will Be:			
<i>Number of Payments</i>	<i>Amount of Payments</i>	<i>When Payments Are Due</i>	
15 \$127.01 (e) Monthly, beginning 10/14/2022 (e)			
283 \$172.96 (e) Monthly, beginning 01/14/2024 (e)			
1 \$170.72 (e) 08/14/2047 (e)			
<p>(e): Means an estimate.</p> <p>Payment Schedule: The payment schedule disclosed above assumes Borrower does not make the Incentive Payment (defined in the Agreement below) within the first fifteen (15) monthly installment payments. If Borrower makes the Incentive Payment in full within the first fifteen (15) monthly installment payments, the amount of each remaining monthly payment will be approximately the same as the prior monthly payments.</p> <p>Security: You are giving a security interest in the Collateral being purchased.</p> <p>Late Charge: If we do not receive a payment in full within 10 days of its due date, you will pay a late charge equal to the greater of \$15 or five (5) percent of the unpaid amount of the payment then due.</p> <p>Prepayment: You may prepay all or any portion of the Loan at any time without penalty.</p> <p>Terms: You should read the remainder of this Agreement for additional information about security interests, nonpayment, defaults, prepayment refunds and our right to require repayment in full before the scheduled maturity date.</p>			

ITEMIZATION OF AMOUNT FINANCED

1. Principal Amount of Loan	\$ 40,000.00
1. Amounts Paid to Others on Your Behalf	
a. To Seller/Contractor for Collateral and Installation	\$ 40,000.00
2. Amount Financed	\$ 40,000.00

Principal Amount of Loan is the total amount of money that is being borrowed from Lender (the "Principal") is provided in the Amount Financed box above. The Principal amount is the sum of all the payments Lender is making on Borrower's behalf. By

L22-OH-0260061

signing this Agreement, Borrower is directing Lender to make those payments to Seller/Contractor based upon the Seller/Contractor meeting certain requirements related to the design and installation of the Collateral ("Milestones"). The first Milestone is the submission of an installation agreement, work order, or other document, if required by Lender, that provides the details of the design and installation of the Collateral ("Milestone 1"). The second Milestone is the installation of the Collateral ("Milestone 2"). Lender will disburse a portion of the Principal at Milestone 1 and will disburse the remaining amount at Milestone 2, and the amount disbursed at each Milestone will be based upon arrangement between Seller/Contractor and Lender. Unless otherwise agreed by Lender, in the event all Principal is not disbursed within one hundred and sixty (160) days from the date of initial approval, Lender may review Borrower's credit report to determine if Borrower continues to qualify for the terms of the Loan.

Borrower agrees that this Agreement is not final and that Lender is not obligated to make any payment or disbursement of loan funds until Lender has reviewed Borrowers' final credit information, has made its final credit decision based on that information and has received all documentation necessary, appropriate and required, as determined by Lender, to verify that Milestone requirements have been satisfied.

Lender will not be obligated to make any Principal disbursement if Borrower is in default under this Agreement.

Promise to Pay. In return for the Loan, Borrower promises to pay to Lender the outstanding Principal that has been disbursed pursuant to this Agreement, plus interest at the rates identified below, plus all other amounts that are or may become due under this Agreement. Borrower promises to make payments in accordance with the estimated Payment Schedule disclosed on page 1, which may be modified based on the actual date of installation of the Collateral. We will provide notice to you of any modified Payment Schedule. On the date of your final required payment ("Maturity Date"), any unpaid balance or amount owed under this Loan will be payable in full.

Payments and other credits will be applied to accrued and unpaid interest, outstanding fees and charges, and outstanding Principal, in any order Lender chooses, unless otherwise required by law. Each person who signs this Agreement as Borrower is jointly and severally liable for the sums owed under this Agreement. All payments will be made to Lender by Automated Clearing House ("ACH") withdrawal or at Lender's address set forth on the monthly invoice sent to you, unless otherwise directed or agreed to by Lender.

Interest. Interest on the Loan will be calculated on a daily simple interest basis using the actual number of days in the year.

Interest will begin to accrue on the outstanding Principal of the Loan, beginning on the date Principal is disbursed ("Accrual Date") until the date upon which all outstanding Principal is repaid in full, whether before or after the Maturity Date. The interest rate is disclosed as the Annual Percentage Rate on page 1 of this Agreement. The Finance Charge and Total of Payments shown in the Truth In Lending Act Disclosures on page 1 are based on the assumption that you make every payment on the day it is due. Your Finance Charge and Total of Payments will be more if you pay late and less if you pay early. Your final payment amount may be higher or lower to reflect payments made early or late during the term of this Loan.

Payment Schedule. The Payment Schedule on page 1 estimates the first payment date. The actual first payment date will be sixty (60) days after Milestone 2 (or completed installation). Lender will provide an updated Payment Schedule to Borrower upon Milestone 2.

Incentive Payment and Reamortization. Lender shall reamortize Borrower's loan at least once during the term of the Loan.

The first reamortization will occur following the earlier of: a) the date of receipt of a payment or payments, in addition to the scheduled installment payments, equal to or greater than \$10,400.00 ("Incentive Payment"), provided such Incentive Payment is received on or before the scheduled due date of the 15th installment; or b) the scheduled due date of the 16th installment payment. Thereafter, Borrower may request Lender reamortize Loan payments two (2) additional times in the event: (x) Borrower is not currently in default under the Loan; (y) Borrower makes a Principal reduction payment in the amount of no less than \$1,000.00; and (z) the then remaining Principal balance outstanding on the Loan is no less than \$5,000.00. The reamortization will be a recalculation of the required monthly payment based on the remaining term to the Loan Maturity Date, the interest rate and the then remaining outstanding Principal.

Prepayment and Loan Transfer.

1. The Loan MAY be prepaid in whole or in part at any time, without premium or penalty.
2. After receiving a written request, Lender will compute and deliver to Borrower a payoff amount for the balance of the Loan.
3. If prepaid in part, Lender will apply all payments and other credits toward accrued and unpaid interest, outstanding fees and charges, and outstanding Principal, in any order Lender chooses, unless otherwise required by law.
4. If Borrower enters into a binding contract to sell or otherwise transfer the Home, Borrower MAY:

L22-OH-0260061



- a. Prepay the Loan in whole within fourteen (14) days of the transfer of the Home; or
- b. Have the new owner of the Home assume the Loan, provided that, prior to the transfer of the Home, Lender determines that the assuming owner satisfies Lender's standards for assuming the Loan, the Incentive Payment and cost of the assumption have been paid to Lender and such new owner of the Home assumes the Loan in writing.

5. The Loan MUST be prepaid in full immediately upon any of the following events (each, a "Mandatory Prepayment Event"):

- a. If Borrower enters into a sales contract to sell the Home and the new owner of the Home does not agree in writing to assume the Loan;
- b. If Borrower enters into a sales contract to sell the Home and the new owner of the Home does not, in Lender's sole determination, meet Lender's standards for assuming the Loan;
- c. If all Borrowers have died; or
- d. If Borrower has the Collateral included in the appraised value of the Home and the Collateral will be sold as a part of the Home sale.

Upon a Mandatory Prepayment Event, Lender will compute and deliver to Borrower a notice of the payoff amount for the then-remaining balance of the Loan. Borrower MUST pay the payoff amount within the time frame and otherwise as described in that notice, which will be a period of at least ten (10) business days from the date Borrower receives the notice.

Late Charges. If Lender does not receive the full amount of any payment within ten (10) calendar days after the payment due date, Borrower agrees to pay a late charge equal to the greater of \$15 or five (5) percent of the unpaid payment amount. This late charge is in addition to the payment then due. Lender may add unpaid fees and charges to the monthly payments due on the Loan, or may collect them separately.

Returned Payment Fee. If any payment initiated to Lender, whether by check, negotiable order of withdrawal, share draft, or other negotiable instrument, is returned unpaid for any reason, Borrower agrees to pay Lender a processing fee of \$20 plus any amount passed on from other depository institutions per occurrence; HOWEVER, at its discretion, Lender may forgive such fee.

Required Insurance. Borrower must obtain and maintain property insurance on the Collateral in an amount sufficient to pay the replacement cost of the Collateral in the event of loss of or damage to the Collateral. Borrower may obtain and maintain the required insurance from an insurer chosen by Borrower that is reasonably acceptable to Lender, either as part of Borrower's existing homeowner's insurance policy or through a separate policy that is reasonably acceptable to Lender. In the event of any loss or damage to the Collateral, Borrower will provide Lender with any insurance proceeds received, to be applied to the remaining Loan Principal, unless the proceeds are used to repair or replace the Collateral and Lender consents in writing. Borrower is responsible for notifying the insurance provider of the installation of the Collateral, and determining how it may impact Borrower's existing insurance policies. After a default that results in an acceleration of the Loan and repossession of the Collateral, Lender may ask the insurance provider to cancel the property insurance on the Collateral and may apply any rebate of unearned insurance premiums received by Lender from the insurance provider towards amounts owed under this Agreement.

Security Interest. Borrower grants Lender a security interest in and on the Collateral and in all accessories, equipment, and replacement parts installed in connection therewith. Borrower agrees that Lender's security interest is a purchase-money security interest. This security interest also covers: (a) any proceeds of any insurance policies, warranties, or service contracts covering any part of the Collateral; (b) any proceeds of any sale of the Collateral; and (c) any renewable energy or carbon certificates or credits (referred to, among other things, as "SRECs") or other economic benefits related to incentives to support renewable energy production that Borrower may receive or be entitled to as a result of the Collateral (the "Solar Incentives"). Any proceeds described in (a) above that are paid to or received by Lender may be applied at Lender's discretion to amounts owed under this Agreement or to repair the Collateral. Any proceeds described in (b) and (c) above that are paid to or received by Lender will be applied to amounts owed under this Agreement. Lender, in its sole discretion, may file financing statements and/or other documents to evidence, perfect, protect or maintain its security interest. Borrower agrees that Lender may pre-file financing statements before Principal is disbursed or before the security interest otherwise attaches. Borrower agrees that Lender may file financing statements at one or more recording offices, including at the state and/or county recording recorder's office. Upon payment in full of all amounts owed under this Agreement, Lender's security interest in the Collateral will terminate.

Non-Fixture Collateral. Borrower and Lender agree that: (a) any nails, bolts, screws or other materials that are or may at any time attach any portion of the Collateral to the Home are not permanent, may be removed, and in fact must be removed under certain conditions related to, without limitation, the maintenance of the Collateral; (b) the Collateral will not be considered, deemed, judged or otherwise treated as a fixture on the Home; and (c) the Collateral will be considered, deemed, judged and

L22-OH-0260061



otherwise treated as removable personal property, fully subject to Lender's security interest pursuant to the Security Interest section and any other applicable provision of the Loan Documents or applicable law related to such security interest, including, without limitation, Lender's right to remove or seek removal of the Collateral from the Home upon Borrower's breach of or default under this Agreement. For the avoidance of doubt, the terms of this "Non-Fixture Collateral" section will prevail notwithstanding anything to the contrary herein or in any of the other Loan Documents, and excluding application of any provision of applicable law that would lead to a contrary result, to the fullest extent any such provision may be waived or disclaimed, and further disregarding any physical feature of the Home or the Collateral that would lead to a contrary result (including, without limitation, that any portion of the Collateral has been attached to the Home by nails, bolts or screws).

Protect and Maintain Collateral. Borrower must ensure that the Collateral remains in good operating condition and repair until all amounts owed under this Agreement have been paid in full. Borrower agrees to follow all manufacturer operation, maintenance and use guidelines for the Collateral, and agrees not to do anything that would void a manufacturer warranty or service contract covering any part of the Collateral. Borrower agrees to seek prior approval from the Lender before taking any actions that may affect the Collateral, including roof replacement, renovations, or landscaping that could require or result in physical movement or alteration of the Collateral, or could impact the shade profile applicable to the Collateral. Borrower must take any action necessary to protect and maintain the Collateral, including paying any fees, charges, or taxes related to or affecting the Collateral. Lender, in its sole discretion, may choose to take any action necessary or appropriate to protect and maintain the Collateral if Borrower fails to do so, and may require Borrower to pay any expenses or amounts Lender incurs in doing so. If Lender incurs such expenses or amounts and Borrower does not, after Lender's demand, repay those expenses or amounts, Lender may add those expenses and amounts to the unpaid Principal amount owed under the Loan and accrue interest on such expenses and amounts until they are repaid.

Inspection and Access. Borrower agrees that Lender (or Lender's agent) may inspect the Collateral after giving reasonable notice to Borrower. Two (2) business days will be considered reasonable notice, unless otherwise required by law. Lender, at Lender's sole cost and expense, may choose to acquire a service or maintenance contract for the Collateral, in which case, Borrower must allow reasonable access to the Collateral for servicing, maintenance and repairs. Lender's decision (at Lender's sole discretion) to acquire a service or maintenance contract will not affect Borrower's obligation to maintain the Collateral in good operating condition and repair.

Borrower Covenants and Representations. Borrower agrees that the following is true and correct, and that Borrower will be bound by these covenants and representations during the term of this Loan:

- a. Borrower has not granted any other person a security interest in the Collateral or allowed any other person to acquire a lien on the Collateral;
- b. Borrower is not in violation of any federal, state, or local laws pertaining to the Collateral or this Agreement, is not subject to any litigation or any order by a court, arbitrator, or other authority that would affect this Agreement or the Collateral, or Lender's security interest in the Collateral, and no such litigation or order is pending or threatened to the best of Borrower's knowledge;
- c. Borrower must provide written notice to Lender within two (2) days following both (i) the public listing of the Home for sale, and (ii) Borrower's execution of an agreement to sell the Home;
- d. Borrower has filed, and will continue to file, all required local, state and federal tax returns, and Borrower is not now, and will not become, past due on any local, state, or federal tax obligations; and
- e. Upon request, Borrower will provide Lender with copies of any notices, requests, correspondences, communications, or other information that relate to this Agreement or the Collateral.

Home. Borrower represents that Borrower owns the Home, and that any other person with an ownership interest in the Home has been identified to Lender. Borrower represents that the purchase and installation of the Collateral on the Home, and Lender's security interest in the Collateral, do not violate or cause a default under any loan, security agreement, or contract Borrower may be a party to. Borrower agrees that Borrower will notify Lender in the event Borrower receives an offer to purchase the Home from an outside party that Borrower intends to act upon, no later than two (2) business days after Borrower's receipt of the offer.

No Brokers. Borrower represents that no person performed any act as a broker in connection with the making of the Loan.

No Tax Advice. Borrower agrees that Lender has not given Borrower any advice about tax or other benefits (including without limitation Solar Incentives or other incentives, rebates, or credits) Borrower might receive in connection with the Collateral. Borrower should consult with Borrower's own tax and financial advisors about any tax or other benefits, incentives, rebates, or

L22-OH-0260061



credits Borrower might receive in connection with the Collateral. Borrower's obligations under this Agreement are not conditioned or dependent on Borrower's receipt of any tax or other benefit, incentive, rebate, or credit.

Default. Borrower will be in default under this Loan if:

- a. Lender does not receive any payment required under this Agreement when due;
- b. Borrower fails to maintain the Collateral, does not allow the Collateral to be serviced or maintained or otherwise fails to comply with any other term or requirement under this Agreement;
- c. Borrower sells or otherwise transfers or enters into a contract to sell or otherwise transfer the Collateral, unless the prospective Collateral purchaser has agreed to assume the Loan and Lender, in its sole discretion, has given written permission authorizing the prospective Collateral purchaser to assume the Loan;
- d. Borrower is generally not able to pay its debts as such debts become due, makes an assignment for the benefit of creditors, petitions or applies to any tribunal for the appointment of a custodian, receiver, or trustee for all or a substantial part of its assets, files for bankruptcy, or has a bankruptcy proceeding filed against Borrower;
- e. Unless Lender first agrees in writing, Borrower grants any other person a security interest in the Collateral, or allows any other person to obtain a security interest, lien or any other assessment on the Collateral, or fails to take any action necessary to prevent a person from obtaining a security interest, lien, or any other assessment on the Collateral;
- f. Borrower omitted or failed to provide full and complete information or made any false statement to Lender during the application process for this Loan, or failed to update that information prior to the Effective Date, or provided any false information or representations in this Agreement;
- g. Borrower removes the Collateral from the Home without Lender's prior written permission;
- h. Borrower fails to comply with any local, state, or federal laws pertaining or relating to the operation of the Collateral or this Agreement; or
- i. Borrower takes or fails to take any action that Lender reasonably believes endangers Lender's security in the Collateral or this Agreement, including, without limitation, failing to pay any taxes, assessments, or fees related to the Collateral, becoming subject to a judgment or order that could affect the Collateral or Lender's security in the Collateral, or defaulting on any other contract or obligation that has the potential to affect the Collateral or Lender's security in the Collateral, including, without limitation, an extension of credit, security agreement or other agreement related or similar to the foregoing.

Acceleration. Upon default, and after providing any notice or complying with any timing requirements that may be required by applicable law, Lender may accelerate the Loan, meaning the entire unpaid Principal of the Loan, along with all unpaid interest, charges and fees, will immediately become due and payable in full.

Repossession and Sale. If Borrower fails to pay all amounts due upon default and acceleration, Lender may exercise all rights and remedies it has with respect to the Collateral and Solar Incentives. Lender may require Borrower to surrender the Collateral or make the Collateral available for repossession, at Borrower's expense. Lender may repossess the Collateral without Borrower's consent, if it can be done without breaching the peace. Lender may remotely disable the functioning of the Collateral and/or enter upon the Home and disable the Collateral. Lender may take possession of any Solar Incentives. Lender may require Borrower to surrender any Solar Incentives to Lender or take any actions that may be necessary to have any Solar Incentives issued, pledged, delivered, or transferred to Lender. Lender may sell the Collateral and Solar Incentives at one or more public or private sales after reasonable notice to Borrower. Unless otherwise required by applicable law, Borrower agrees that ten (10) days' notice will be deemed reasonable and sufficient. Unless otherwise required by applicable law, any sale proceeds will be applied first to any expenses related to the repossession and sale that Lender incurs, including without limitation reasonable attorneys' fees, costs of storage and costs of preparing for sale, then to outstanding interest, charges and fees owed under this Agreement, then to outstanding Principal owed under this Agreement. The balance of any remaining sale proceeds will be paid to Borrower, unless applicable law requires that the proceeds be paid to someone else. Borrower will be liable for any amounts that remain outstanding after the sale proceeds have been applied to amounts due under this Agreement. For avoidance of doubt, following any Borrower default, Lender is entitled to receive all Solar Incentives and other environmental attributes generated by the Collateral.

Attorneys' Fees. Unless otherwise provided below and to the extent permitted by law, Borrower will be liable for any reasonable attorneys' fees and court costs incurred by Lender after Borrower defaults under this Agreement, if Lender refers this Agreement to an attorney who is not a salaried employee of Lender for collection.

Non-Waiver. No failure or delay by Lender in exercising any right, power or privilege under this Agreement will operate as a waiver.

L22-OH-0260061



No Unwritten Modifications. This Agreement represents the entire agreement of the parties. Any modification of the terms of this Agreement must be agreed to by Borrower and Lender in a writing signed by Borrower and Lender.

Successors and Assigns. This Agreement and the other Loan Documents will be binding upon and inure to the benefit of Lender, all future holders of any Loan Documents, Borrower, and their respective successors and permitted assigns. Except as set forth herein, Borrower may not assign or transfer any of its rights or obligations hereunder or under any other Loan Document, or any interest herein or therein, without the prior written consent of Lender, which may be withheld or conditioned in Lender's sole discretion. Lender may sell, transfer or assign all or any portion of its rights hereunder or under one or more of the other Loan Documents to any one or more financial institutions, funds, trusts or other investment vehicles or entities, or an agent for such financial institutions, funds, trusts or other investment vehicles or entities, as well as participation interests in Lender's rights hereunder or under one or more other Loan Documents (including the assignment of any right in the Collateral). As used in this Agreement, "Lender" includes any purchaser, transferee or assignee of Lender. Lender may assign this Agreement or the Loan, or any part of this Agreement or Loan, without notice to or approval by Borrower.

Claims and Defenses. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Indemnification

. Borrower will indemnify and hold harmless Lender and Lender's shareholders, subsidiaries, affiliates, officers, directors, successors and assigns, and the agents, representatives and employees of any and all of the foregoing, from and against any and all liabilities (including, without limitation, liability in tort, whether absolute or otherwise), obligations, losses, penalties, claims, suits, costs and disbursements, including without limitation, legal fees and disbursements, asserted by any non-Borrower third parties, in any way relating to, or arising out of, this Agreement, the other Loan Documents and/or the Collateral. This provision will survive the expiration or termination of this Agreement. However, this provision will not limit or restrict any rights, claims, or defenses Borrower has under the Claims and Defenses section, above.

Notices. All notices and other communications in connection with this Agreement must be in writing and must be delivered to the party's address set forth on the first page of this Agreement, or in accordance with any subsequent written direction from either party to the other.

Telephone Recordings: Borrower understands and agrees that Lender may monitor and/or record any of Borrower's phone conversations with any of Lender's representatives. However, we are not required to monitor and/or record any such conversations.

Contacting You; Phone, Text and Email Messages. To the extent permitted by applicable law, Borrower authorizes Lender and our affiliates, agents, assigns and service providers (collectively, the "Messaging Parties") to contact Borrower using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide Borrower with information about this Loan, including information about upcoming payment due dates, missed payments and returned payments. Borrower authorizes the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses Borrower provides to the Messaging Parties in connection with the application and/or this Loan, the Messaging Parties' servicing and/or collection of amounts Borrower owes under this Loan or any other matter. Borrower understands that anyone with access to Borrower's telephone or email account may listen to or read the messages the Messaging Parties leave or send Borrower, and Borrower agrees that the Messaging Parties will have no liability for anyone accessing such messages. Borrower further understands that, when Borrower receives a telephone call, text message or email, Borrower may incur a charge from the company that provides Borrower with telecommunications, wireless and/or Internet services, and Borrower agrees that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. Borrower understands that, at any time, Borrower may withdraw Borrower's consent to receive text messages and calls to Borrower's cell phone or to receive artificial or prerecorded voice message system calls by contacting Lender at the address provided on page 1.

Miscellaneous. The only relationship intended by this Agreement is that of lender and borrower, and this Agreement is not intended to impose, and does not impose, any fiduciary or other duty on the Lender. Lender's sole interest in the Collateral is for the purpose of security for repayment of the obligations of Borrower to Lender. This Agreement does not create any third-party beneficiaries, and this Agreement does not give any person other than Borrower and Lender any legal or equitable right, remedy

L22-OH-0260061



or claim. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will not invalidate the remaining provisions of this Agreement, or invalidate or render unenforceable the provision in any other jurisdiction.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state where the Home is located and the Collateral is installed without regard to principles of choice of law or conflict of law.

CREDIT REPORTING: Borrower authorizes Lender to make inquiries concerning Borrower's credit history and standing in connection with this Loan, including for account monitoring purposes. Lender may report information about Borrower's performance under this Loan to credit bureaus (and other parties).

As required by law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of the Loan. Late payments, missed payments or other defaults on this Loan may be reflected in Borrower's credit report.

If Borrower believes that any information about this Loan that Lender has furnished to a consumer reporting agency is inaccurate, or if Borrower believes that Borrower has been the victim of identity theft in connection with any Loan made by Lender, write to Lender at the address provided on page 1, Attn: Reporting Error. In your letter: (1) provide your name, mailing address and phone number; (2) identify the specific information that is being disputed; (3) explain the basis for the dispute; and (4) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, submit an identity theft affidavit or identity theft report.

Disputes. UNLESS PROHIBITED BY LAW, BORROWER AND LENDER WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED ON OR ARISING OUT OF THIS AGREEMENT OR THE COLLATERAL. California-Specific Provision: If the jury trial waiver in this "Disputes" section is found to be unenforceable, the parties will resolve all disputes arising out of this Agreement by judicial referee pursuant to California Code of Civil Procedure Section 638 et seq., before a mutually acceptable referee sitting without a jury, or if the parties do not agree on a referee, then one will be appointed by the presiding judge of the California Superior Court for the City and County of San Francisco. Nothing in this section will restrict a party from exercising prejudgment remedies.

YOU, THE BORROWER, MAY CANCEL THIS TRANSACTION WITH NO OBLIGATION AND NO COST AT ANY TIME WITHIN THREE DAYS AFTER THE EFFECTIVE DATE BY PROVIDING NOTICE OF CANCELLATION TO THE LENDER AT ITS ADDRESS OF 1 CALIFORNIA ST., SUITE 1500, SAN FRANCISCO, CA 94111 OR VIA EMAIL TO homeowners@dividendsolar.com. YOUR RIGHT TO CANCEL THIS TRANSACTION WILL BE DEEMED TO BE DISCLAIMED, WAIVED AND NO LONGER APPLICABLE SHOULD YOU SIGN A WAIVER OF THIS RIGHT AT ANY TIME.

State-Specific Disclosures. If the Home is in –

Arizona: NOTICE TO BUYER 1. Do not sign this agreement if any of the spaces intended for the agreed terms, to the extent of then available information, are left blank. 2. You are entitled to a copy of this agreement at the time you sign it. 3. You may pay off the full unpaid balance due under this agreement at any time, and in so doing you shall be entitled to a full rebate of the unearned finance and insurance charges. 4. You may cancel this agreement any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. 5. It shall not be legal for the seller to enter your premises unlawfully or commit any breach of the peace to repossess goods purchased under this agreement.

Buyer acknowledges that the Collateral is subject to a security interest.
NOTICE: BY GIVING US A SECURITY INTEREST IN THE COLLATERAL, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE PROPERTY EXEMPT FROM LEGAL PROCESS.

California: Regardless of your marital status, you may apply for credit in your name alone. Lender is licensed as a

California

Finance Lender, No.: 60DBO 35823.

Colorado: Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we

refer

this Loan to an attorney for collection, or such additional fees as may be directed by a court.

Connecticut: THIS INSTRUMENT IS BASED UPON A HOME SOLICITATION SALE, WHICH SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT. THIS INSTRUMENT IS NOT NEGOTIABLE. Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this

Loan to an attorney for collection, or such additional fees as may be directed by a court.

DIV_SL25_LOAN_DIVLEV_SEC_OHv20210216

L22-OH-0260061



District of Columbia: Buyer's Right to Cancel – If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Dividend Solar Finance LLC, 1 California Street, Suite 1500, San Francisco, CA 94111. Additionally, your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection, or such additional fees as may be directed by a court.

Florida:

BUYER'S RIGHT TO CANCEL. This is a home solicitation sale, and if you do not want the loan, you may cancel this Agreement by providing written notice to Lender in person, by telegram, or by mail. This notice must indicate that you do not want the loan and must be delivered or postmarked before midnight of the THIRD business day after you sign this Agreement. If you cancel this Agreement, Lender may not keep all or part of any cash down payment.

Documentary Stamp Tax.

Florida documentary stamp tax required by law in the amount of \$ has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 78-8016616667-0.

Hawaii:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Iowa: NOTICE TO CONSUMER: (1) Do not sign this Agreement before you read it; (2) you are entitled to a copy of this Agreement; and (3) you may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law. You will not be required to pay attorney's fees in connection with this Loan.

Kansas:

NOTICE TO CONSUMER: (1) Do not sign this Agreement before you read it; (2) you are entitled to a copy of this Agreement; and (3) you may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law.

Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection, or such additional fees as may be directed by a court.

Kentucky: Buyer's Right to Cancel - If this agreement was solicited at your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to us. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you sign this agreement. The notice must be mailed to: Dividend Solar Finance, LLC, 1 California Street, Suite 1500, San Francisco, CA 94111.

Louisiana: Your obligation for attorneys' fee will be limited to 25% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection.

Maryland: Notwithstanding any other provision in this Agreement, this Loan is subject to the Credit Grantor Closed End Credit Provisions (Subtitle 10) of Title 12 of the Commercial Law Article of the Maryland Code. Borrower agrees that Lender may repossess the Collateral with or without resort to legal or judicial process.

New Hampshire: Reasonable attorney's fees shall be awarded to you if you prevail in (a) any action, suit or proceeding brought by you; or (b) an action brought by you; and if you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by you, the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable. You or your attorney may file a complaint with the New Hampshire Bank Commissioner.

New Jersey: No provision of this Agreement is void, unenforceable or inapplicable by virtue of language to the effect that such provision only applies to the extent permitted (or not prohibited) by applicable law.

New Mexico:

FREEDOM TO CHOOSE INSURANCE COMPANY AND INSURANCE PROFESSIONAL

L22-OH-0260061



The undersigned person hereby acknowledges that I have been informed by Solar is Freedom on behalf of Dividend Solar Finance LLC that, although I may be required by the seller or lender to purchase insurance to cover the property that is being used as security for the loan, I may purchase that insurance from the insurance company or agent of my choice, and cannot be required by the seller or lender, as a condition of the sale or loan, to purchase or renew any policy of insurance covering the property through any particular insurance company, agent, solicitor, or broker. I hereby acknowledge receipt of a true copy of this notice on

Signature of Borrower 1 Signature of Borrower 2

New York:

BUYER'S RIGHT TO CANCEL. This is a home solicitation sale, and if you do not want the loan, you may cancel this Agreement by providing written notice to Lender in person, by telegram, or by mail. This notice must indicate that you do not want the loan and must be delivered or postmarked before midnight of the THIRD business day after you sign this Agreement. If you cancel this Agreement, Lender may not keep all or part of any cash down payment.

BUYER'S RIGHT TO CANCEL. You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

Ohio:

Statutory Authority – this Agreement is made solely in reliance on the provisions of sections 1321.51 to 1321.60 of the Ohio Revised Code.

Oklahoma: Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection.

Rhode Island: This Agreement is a .

South Carolina: .

NONNEGOTIABLE CONSUMER NOTE

BUYER'S RIGHT TO CANCEL If you decide you do not want the goods or services, you may cancel this Agreement by mailing a notice to us. The notice must say that you do not want the goods or services and must be mailed before midnight of the THIRD business day after you sign this Agreement. The notice must be mailed to: Dividend Solar Finance LLC, 1 California Street, Suite 1500, San Francisco, CA 94111.

Your obligation for attorneys' fee will be limited to 15% of the amount due and payable on this Loan when we refer this Loan to an attorney for collection.

Utah: Buyer's Right to Cancel – If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Dividend Solar Finance LLC, 1 California Street, Suite 1500, San Francisco, CA 94111.

Wisconsin: Borrower may cancel this transaction before midnight of the third business day after Borrower signs this Agreement. See the instructions in the "Customer's Right To Cancel" notice attached to this Agreement.

NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON EACH PAGE, EVEN IF OTHERWISE ADVISED; (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES; (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN; (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.



L22-OH-0260061

My initials here confirm my voluntary participation in Dividend Solar's automatic payment plan and agreement to make payments via ACH direct debit.

By signing below, you agree that you are the actual person listed on this Agreement, or that you are the authorized attorney in fact for the Borrower, that you have full authority to agree to and bind the Borrower to the terms of this Agreement, and acknowledge receipt of a completed copy of this Agreement.

Borrower: Borrower 2:

Signature Date Signature Date

MARISOL TESTCASE

12 Main St
Brookville, OH 45309
(444) 555-6666

LENDER:

DIVIDEND SOLAR FINANCE LLC

V. G.

1 California St., Suite 1500
San Francisco, CA 94111
(415) 805-7100

ZXM7-SH108 Series

10BB HALF-CELL Monocrystalline PERC PV Module

390-410W

POWER RANGE

20.97%

MAXIMUM EFFICIENCY

0.55%

YEARLY DEGRADATION



12 YEARS PRODUCT WARRANTY



25 YEARS OUTPUT GUARANTEE



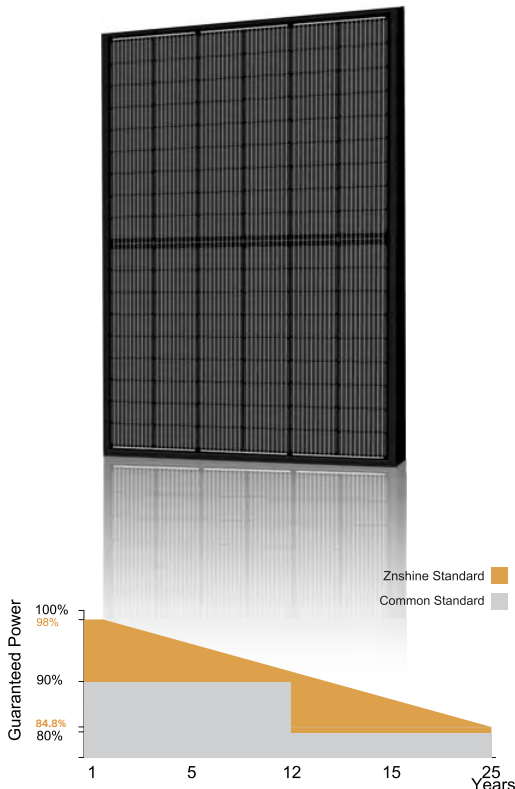
IEC 61215/IEC 61730/IEC 61701/IEC 62716/UL6 1730

ISO 14001: Environmental Management System

ISO 9001: Quality Management System

ISO45001: Occupational Health and Safety Management System

*As there are different certification requirements in different markets, please contact your local znshine sales representative for the specific certificates applicable to the products in the region in which the products are to be used.



*Please check the valid version of Limited Product Warranty which is officially released by ZNSHINE PV-TECH Co.,Ltd.

KEY FEATURES



Excellent Cells Efficiency

MBB technology reduce the distance between busbars and finger grid line which is benefit to power increase.



Better Weak Illumination Response

More power output in weak light condition, such as haze, cloudy, and early morning.



Anti PID

Ensured PID resistance through the quality control of cell manufacturing process and raw materials.



Adapt To Harsh Outdoor Environment

Resistant to harsh environments such as salt, ammonia, sand, high temperature and high humidity environment.



TIER 1

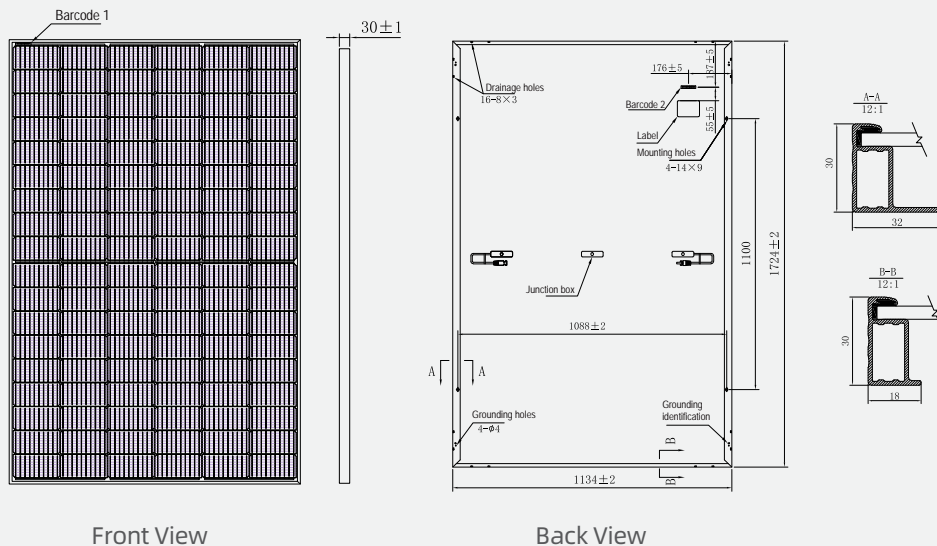
Global, Tier 1 bankable brand, with independently certified advanced automated manufacturing.



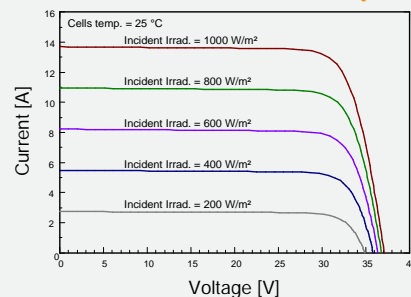
Excellent Quality Management System

Warranted reliability and stringent quality assurances well beyond certified requirements.

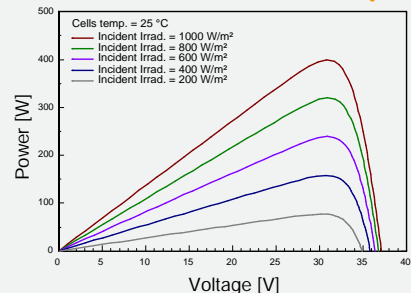
DIMENSIONS OF PV MODULE(mm)



I-V CURVES OF PV MODULE(400W)



P-V CURVES OF PV MODULE(400W)



*Remark: customized frame color and cable length available upon request

ELECTRICAL CHARACTERISTICS | STC*

Nominal Power Watt Pmax(W)*	390	395	400	405	410
Power Output Tolerance Pmax(%)	0~+3	0~+3	0~+3	0~+3	0~+3
Maximum Power Voltage Vmp(V)	30.50	30.70	30.90	31.10	31.30
Maximum Power Current Imp(A)	12.79	12.87	12.95	13.03	13.10
Open Circuit Voltage Voc(V)	36.70	36.90	37.10	37.30	37.50
Short Circuit Current Isc(A)	13.56	13.63	13.70	13.77	13.84
Module Efficiency (%)	19.95	20.20	20.46	20.72	20.97

*The data above is for reference only and the actual data is in accordance with the practical testing
*STC (Standard Test Condition): Irradiance 1000W/m², Module Temperature 25°C, AM 1.5
*Measuring tolerance: ±3%

MECHANICAL DATA

Solar cells	Mono PERC
Cells orientation	108 (6×18)
Module dimension	1724×1134×30 mm (With Frame)
Weight	20.5±1.0 kg
Glass	3.2mm, High Transmission, AR Coated Tempered Glass
Junction box	IP 68, 3 diodes
Cables	4 mm² ,350mm (With Connectors)
Connectors*	EVO2 or EVA2A

*Please refer to regional datasheet for specified connector

ELECTRICAL CHARACTERISTICS | NMOT

Maximum Power Pmax(Wp)	291.50	295.20	299.00	302.70	306.30
Maximum Power Voltage Vmpp(V)	28.30	28.50	28.70	28.90	29.10
Maximum Power Current Impp(A)	10.29	10.35	10.41	10.47	10.53
Open Circuit Voltage Voc(V)	34.30	34.50	34.70	34.80	35.00
Short Circuit Current Isc(A)	10.95	11.01	11.06	11.12	11.18

*NMOT: Irradiance 800W/m², Ambient Temperature 20°C, AM 1.5, Wind Speed 1m/s

TEMPERATURE RATINGS*

NMOT	44°C ±2°C	Maximum system voltage	1500 V DC
Temperature coefficient of Pmax	-0.35%/°C	Operating temperature	-40°C~+85°C
Temperature coefficient of Voc	-0.29%/°C	Maximum series fuse	25 A
Temperature coefficient of Isc	0.05%/°C	Front Side Maximum Static Loading	Up to 5400 Pa
		Rear Side Maximum Static Loading	Up to 2400 Pa

*Do not connect Fuse in Combiner Box with two or more strings in parallel connection

**Customized packaging is available upon request.

Remark: Electrical data in this catalog do not refer to a single module and they are not part of the offer. They only serve for comparison among different module types.

Caution: Please be kindly advised that PV modules should be handled and installed by qualified people who have professional skills and please carefully read the safety and installation instructions before using our PV modules.

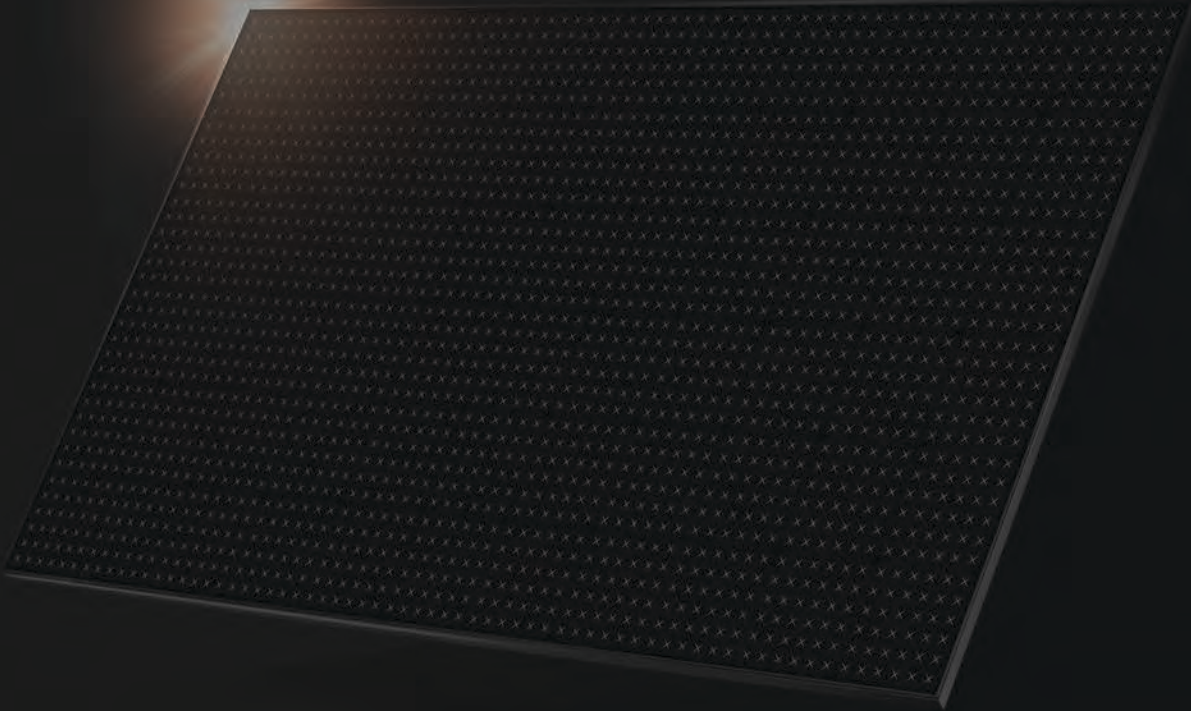
PACKAGING CONFIGURATION **

Piece/Box	36
Piece/Container(40'HQ)	936

SILFAB ELITE

SIL - 410 BG

SILFAB
SOLAR®



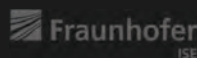
••• NOT JUST ANOTHER
SOLAR PANEL.

Silfab Elite

Back-contact technology with an innovative conductive backsheet and integrated cell design delivers the highest performance, durability and beautiful aesthetics.

Manufactured exclusively in the United States.

SILFABELITE.COM



CHUBB®

* Chubb provides error and omission insurance to Silfab Solar Inc.

ELECTRICAL SPECIFICATIONS		410	
Test Conditions		STC	NOCT
Module Power (Pmax)	Wp	410	305
Maximum power voltage (Vpmax)	V	38.07	35.35
Maximum power current (Ipmax)	A	10.77	8.64
Open circuit voltage (Voc)	V	45.02	42.14
Short circuit current (Isc)	A	11.35	9.16
Module efficiency	%	21.4%	19.9%
Maximum system voltage (VDC)	V		1000
Series fuse rating	A		20
Power Tolerance	Wp		0 to +10

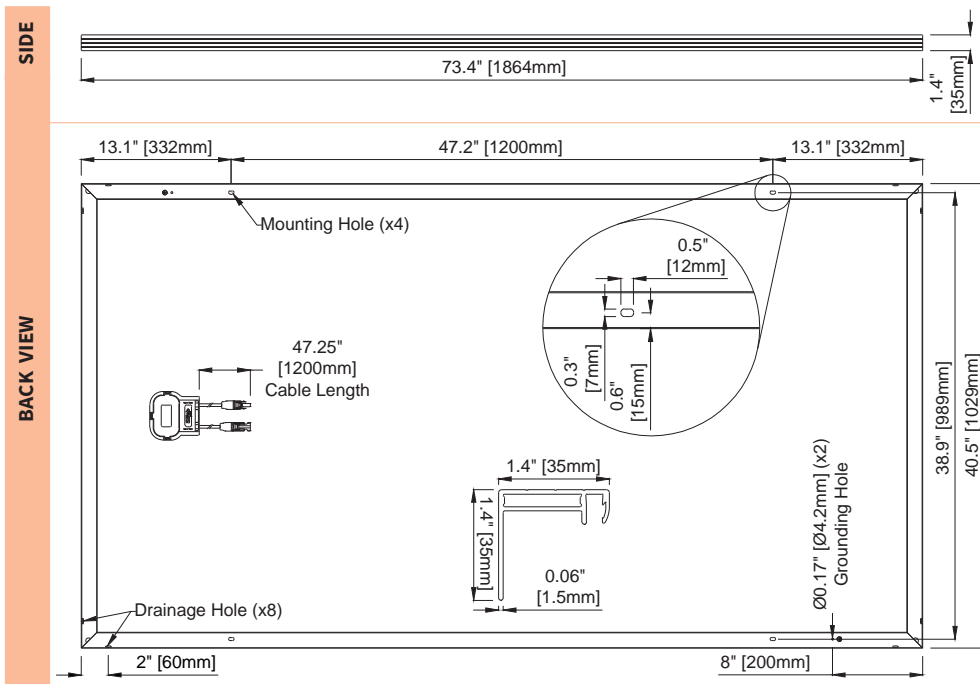
Measurement conditions: STC 1000 W/m² • AM 1.5 • Temperature 25 °C • NOCT 800 W/m² • AM 1.5 • Measurement uncertainty ≤ 3%
Sun simulator calibration reference modules from Fraunhofer Institute. Electrical characteristics may vary by ±5% and power by 0 to +10W.

MECHANICAL PROPERTIES / COMPONENTS	METRIC	IMPERIAL
Module weight	20.8±0.2	45.8±0.4 lbs
Dimensions (H x L x D)	1864 mm x 1029 mm x 35 mm	73.4 in x 40.5 in x 1.4 in
Maximum surface load (wind/snow)*	5400 Pa rear load / 5400 Pa front load	112.8 lb/ft ² rear load / 112.8 lb/ft ² front load
Hail impact resistance	ø 25 mm at 83 km/h	ø 1 in at 51.6 mph
Cells	66 high-efficiency mono-PERC MWT c-Si cells 166 x 166 mm	66 high-efficiency mono-PERC MWT c-Si cells 6.53x6.53 in
Glass	3.2 mm high transmittance, tempered, DSM anti-reflective coating	0.126 in high transmittance, tempered, DSM anti-reflective coating
Cables and connectors (refer to installation manual)	1200 mm ø 5.7 mm, MC4 from Staubli	47.2 in, ø 0.22 (12AWG), MC4 from Staubli
Backsheet	Multilayer, integrated insulation film and electrically conductive backsheet, superior hydrolysis and UV resistance, fluorine-free PV backsheet	
Frame	Anodized Aluminum (Black)	
Bypass diodes	3 diodes-30SQ045T (45V max DC blocking voltage, 30A max forward rectified current)	
Junction Box	UL 3730 Certified, IEC 62790 Certified, IP67 rated	

TEMPERATURE RATINGS		WARRANTIES	
Temperature Coefficient Isc	+0.046 %/°C	Module product workmanship warranty	25 years**
Temperature Coefficient Voc	-0.279 %/°C	Linear power performance guarantee	30 years
Temperature Coefficient Pmax	-0.377 %/°C		≥ 97.1% end 1st yr
NOCT (± 2°C)	43.5 °C		≥ 91.6% end 12th yr
Operating temperature	-40/+85 °C		≥ 85.1% end 25th yr
			≥ 82.6% end 30th yr

CERTIFICATIONS		SHIPPING SPECS	
Product	CEC listed***, UL 61215-1/-1-1/-2***, UL 61730-1/-2***, IEC 61215-1/-1-1/-2***, IEC 61730-1/-2***, CSA C22.2#61730-1/-2***, IEC 62716 Ammonia Corrosion; IEC61701:2011 Salt Mist Corrosion Certified, UL Fire Rating: Type 1	Modules Per Pallet:	27 (California)
Factory	ISO9001:2015	Pallets Per Truck	32 or 30 (California)
		Modules Per Truck	864 or 810 (California)

- * ⚠ Warning. Read the Safety and Installation Manual for mounting specifications and before handling, installing and operating modules.
 ** 12 year extendable to 25 years subject to registration and conditions outlined under "Warranty" at silfabsolar.com
 *** Certification in progress.
 PAN files generated from 3rd party performance data are available for download at: silfabsolar.com/downloads



SILFAB SOLAR INC.

800 Cornwall Ave
 Bellingham WA 98225 USA
 T +1 360.569.4733
 info@silfabsolar.com

SILFABSOLAR.COM

1770 Port Drive
 Burlington WA 98233 USA
 T +1 360.569.4733

240 Courtneypark Drive East
 Mississauga ON L5T 2Y3 Canada
 T +1 905.255.2501
 F +1 905.696.0267

Silfab - SIL-410-BG-20220802

No reproduction of any kind is allowed without permission. Data and information is subject to modifications without notice. © Silfab Solar Inc., 2022. Silfab Solar® is a registered trademark of Silfab Solar Inc.

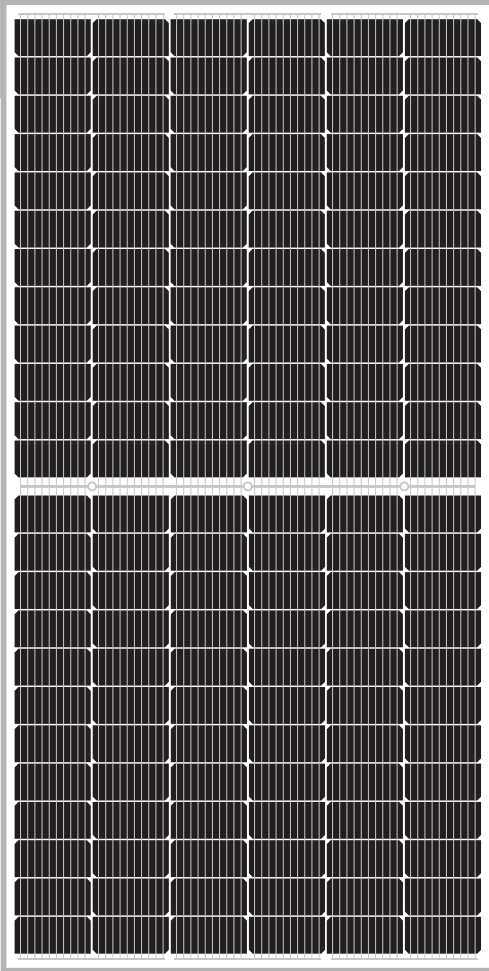


FROM STRENGTH TO STRENGTH IN NATURE

NESE 545-72MHB-M10

MONO PERC HALF-CELL BIFACIAL SOLAR MOUDLE

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 21.10% and stable operation.



Bifacial power generation

Increases 10-30% power generation revenue.



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

Pid Free

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



Resistance of extreme environment conditions

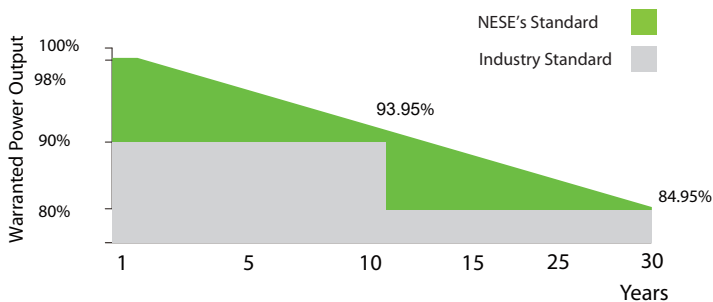
High Salt Mist and Ammonia resistance certified by TUV.

INSURED BY



LINEAR PERFORMANCE WARRANTY

12 years product warranty. 30 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

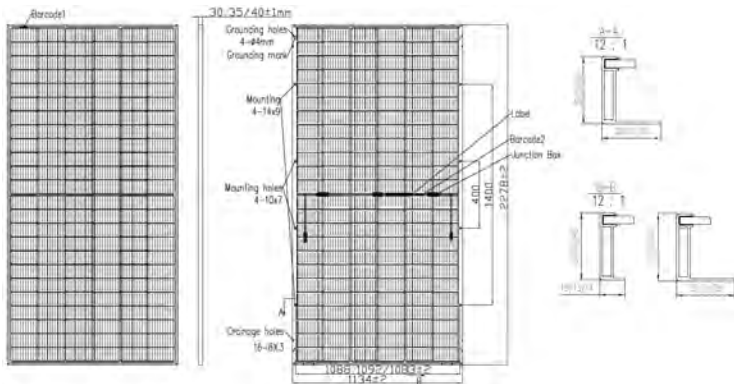
SPECIFICATIONS

Module type	NESE 525-72MHB-M10		NESE530-72MHB-M10		NESE535-72MHB-M10		NESE540-72MHB-M10		NESE545-72MHB-M10	
	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)	STC	(NOCT)
Maximum power(Pmax)	525Wp	393Wp	530Wp	397Wp	535Wp	400Wp	540Wp	404Wp	545Wp	408Wp
Maximum power voltage(Vmp)	40.9V	37.8V	41.1V	38.0V	41.3V	38.1V	41.5V	38.3V	41.7V	38.5V
Maximum power current (Imp)	12.85A	10.40A	12.91A	10.45A	12.96A	10.50A	13.02A	10.55A	13.08A	10.60A
Open-circuit voltage(Voc)	49.2V	45.9V	49.4V	46.1V	49.6V	46.3V	49.8V	46.5V	51.0V	46.7V
Short-circuit current(Isc)	13.59A	10.98A	13.65A	11.02A	13.71A	11.07A	13.77A	11.12A	13.83A	11.17A
Module efficiency STC (%)	20.32%		20.52%		20.71%		20.90%		21.10%	
Operating temperature(°C)	-40°C ~ 85°C									

ELECTRICAL CHARACTERISTICS WITH 25% REAR SIDE POWER GAIN

Front power Pmax/W	525	530	535	540	545
Total power Pmax/W	656	663	669	675	681
Vmp/V(Total)	41.0	41.2	41.4	41.6	41.8
Imp/A(Total)	16.01	16.08	16.15	16.23	16.30
Voc/V(Total)	49.3	49.5	49.7	49.9	50.1
Isc/A(Total)	16.75	16.82	16.90	16.97	17.05

ENGINEERING DRAWING



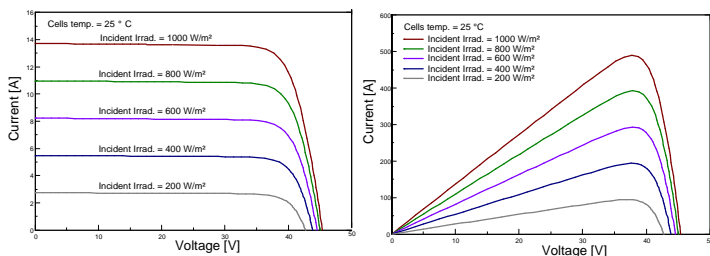
TEMPERATURE RATINGS

NOCT	44 ± 2°C
Temperature coefficients of Pmax	-0.35%/°C
Temperature coefficients of Voc	-0.29%/°C
Temperature coefficients of Isc	+0.05%/°C
Refer. Bifacial Factor	70 ± 5%

MATERIAL CHARACTERISTICS

Number of cell	144 (6 * 24)
Dimensions	2278*1134*30/35/40
Weight	33.5/34/34.5kg
Front glass	2.0mm+2.0mm heat strengthened glass
Frame	Anodized aluminium alloy

IV CURVES OF THE PV MODULES



WORKING CONDITIONS

Maximum system voltage	1000/1500 VDC	Junction box	Ip68 , 3 diodes
Maximum series fuse rating	30A	Cables	12 AWG, length: 350 mm or Customized
		Connectors	MC4-Compatible

PACKAGING CONFIGURATION

40HQ 720/620/540PCS

Electrical performance vs Incident Irradiance
Current-voltage & power-voltage curves (545W)

Single Phase Inverter with HD-Wave Technology

for North America

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



Optimized installation with HD-Wave technology

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

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

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

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

⁽¹⁾ For other regional settings please contact SolarEdge support

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

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

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

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

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

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

Power Optimizer For North America

P730 / P801 / P850 / P950 / P800p

POWER OPTIMIZER



PV power optimization at the module-level

The most cost effective solution for commercial and large field installations

- Specifically designed to work with SolarEdge inverters
- Up to 25% more energy
- Superior efficiency (99.5%)
- Balance of System cost reduction; 50% less cables, fuses and combiner boxes, over 2x longer string lengths possible
- Fast installation with a single bolt
- Advanced maintenance with module-level monitoring
- Module-level voltage shutdown for installer and firefighter safety
- Meets NEC requirements for arc fault protection (AFCI) and Photovoltaic Rapid Shutdown System (PVRSS)
- Use with two PV modules connected in series or in parallel

Power Optimizer For North America

P730 / P801 / P850 / P950 / P800p

Optimizer Model (Typical Module Compatibility)	P730 (for 2 x 72-cell PV modules)	P801 (for 2 x 72-cell PV modules)	P850 (for 2x high power or bi-facial modules)	P950 (for 2x high power or bi-facial modules)	P800p (for 2x 96-cell 5 PV modules)	
INPUT						
Rated Input DC Power ⁽¹⁾	730	800	850	950	800	W
Connection Method	Single input for series connected modules				Dual input for independently connected modules ⁽²⁾	
Absolute Maximum Input Voltage (Voc at lowest temperature)	125				83	Vdc
MPPT Operating Range	12.5 - 105				12.5 - 83	Vdc
Maximum Short Circuit Current per input (Isc)	11	11.75	12.5		7	Adc
Maximum DC Input Current per input	13.75	14.65	15.6		8.75	Adc
Maximum Efficiency	99.5					%
Weighted Efficiency	98.6					%
Overvoltage Category	II					
OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREEDGE INVERTER)						
Maximum Output Current	15		18			Adc
Maximum Output Voltage			85			Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREEDGE INVERTER OR SOLAREEDGE INVERTER OFF)						
Safety Output Voltage per Power Optimizer	1 ± 0.1					Vdc
STANDARD COMPLIANCE						
Photovoltaic Rapid Shutdown System	NEC 2014				NEC 2014 & 2017 ⁽³⁾	
EMC	FCC Part15 Class A, IEC61000-6-2, IEC61000-6-3					
Safety	IEC62109-1 (class II safety), UL1741					
Material	UL94 V-0, UV Resistant					
RoHS	Yes					
INSTALLATION SPECIFICATIONS						
Compatible SolarEdge Inverters	Three phase inverters					
Maximum Allowed System Voltage	1000					Vdc
Dimensions (W x L x H)	129 x 153 x 49.5 / 5.1 x 6 x 1.9		129 x 162 x 59 / 5.1 x 6.4 x 2.3		129 x 168 x 59 / 5.1 x 6.6 x 2.3	mm / in
Weight	933 / 2.05		1064 / 2.34			gr / lb
Input Connector	MC4 ⁽⁴⁾					
Input Wire Length	0.16 / 0.52	0.16 / 0.52, 1.3 / 4.27	0.16 / 0.52, 1.6 / 5.24 ⁽⁵⁾	1.3 / 4.26	0.16 / 0.52	m / ft
Output Wire Type / Connector	Double Insulated / MC4					
Output Wire Length	2.1 / 6.9 ⁽⁶⁾	2.2 / 7.22	2.1 / 6.9 ⁽⁶⁾	2.2 / 7.2	2.1 / 6.9 ⁽⁶⁾	m / ft
Operating Temperature Range ⁽⁷⁾	-40 - +85 / -40 - +185					°C / °F
Protection Rating	IP68 / NEMA6P					
Relative Humidity	0 - 100					%

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

(2) In a case of odd number of PV modules in one string it is allowed to install one P730/P801/P850/P800p/P950 power optimizer connected to one PV module. When connecting a single module to the P800p seal the unused input connectors with the supplied pair of seals.

(3) NEC 2017 requires max combined input voltage be not more than 80V.

(4) For other connector types please refer to: <https://www.solaredge.com/sites/default/files/optimizer-input-connector-compatibility.pdf>.

(5) Longer inputs wire length are available for use with split junction box modules. (For 1.6m/5.24ft order P850-xxxYxxY. For 1.3m/4.27ft order P801-xxxxXxxX).

(6) When using the P850 with longer input option (1.6m/5.24ft), the output wire length is 2.2m / 7.2ft

(7) For ambient temperature above +70°C / +158°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 ⁽⁸⁾		Three Phase for 208V Grid		Three Phase for 277/480V Grid		
		P730/P801 ⁽⁹⁾	P850/P800p ⁽⁹⁾	P730/P801	P850/P800p	P950
Compatible Power Optimizers						
Minimum String Length	Power Optimizers	8		14		
	PV Modules	16		27		
Maximum String Length	Power Optimizers	30		30		
	PV Modules	60		60		
Maximum Power per String		6000 ⁽¹⁰⁾	7200 ⁽¹⁰⁾	12750 ⁽¹¹⁾	15300 ⁽¹¹⁾	
Parallel Strings of Different Lengths or Orientations		Yes				

(8) P730/P801 can be mixed in one string, and P850/P800p/P950 can also be mixed in one string. It is not allowed to mix P730/P801 with P850/P800p/P950, nor is it allowed to mix P730-P950 with P320-P505 in one string.

(9) P730/P801/P850/P800p design with three phase 208V inverters is limited. Use the SolarEdge Designer for verification.

(10) For 208V grid: with P730/P801 it is allowed to install up to 7,200W per string and with P850/P800p it is allowed to install up to 8,400W per string when the maximum power difference between each string is 1,000W

(11) For the 277/480V grid: With P730/P801 up to 15,000W per string may be installed, with P850/P800p up to 17,550W and with P950 up to 20,300W per string may be installed when the maximum power difference between each string is 2,000W.

For the P950, minimum three strings are required for SE33.3K and SE40K inverters.

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

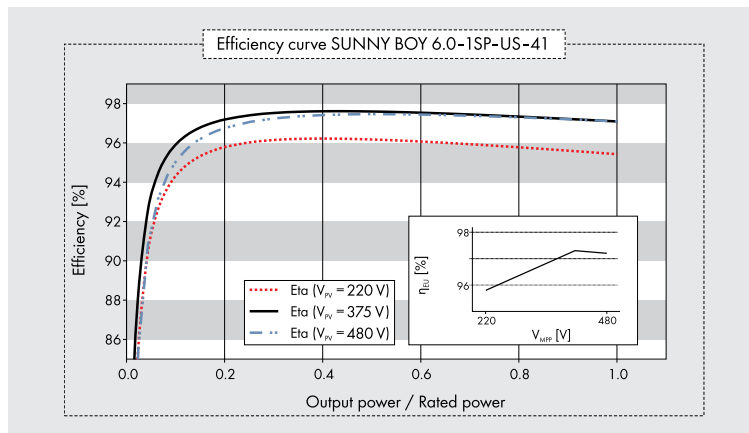


Revenue Grade
Meter Kit
RGM05KIT-US-10



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 Wp		11200 Wp		12320 Wp	
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:

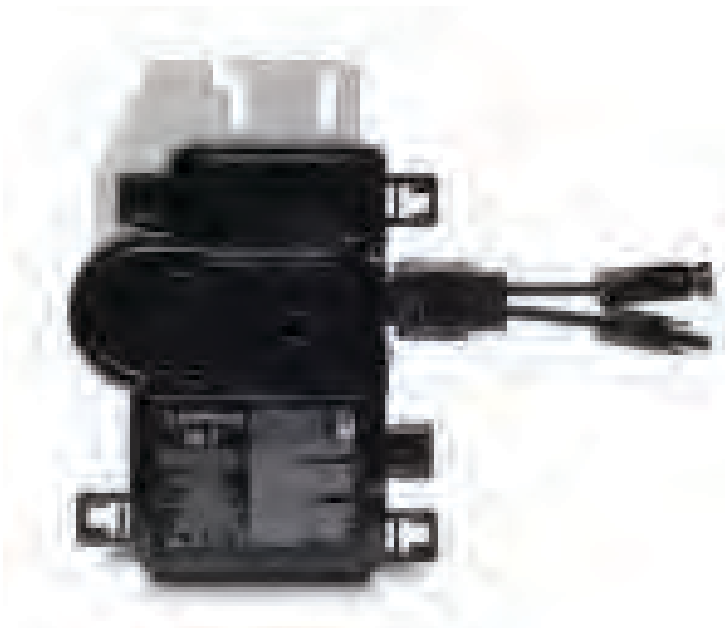
- » SMA Smart Connected, a proactive service solution integrated into Sunny Portal that automatically detects errors and initiates the repair and replacement process
- » The SMA Service Mobile App, which provides simplified, expedited field service

Enphase IQ 7 and IQ 7+ Microinverters

The high-powered smart grid-ready **Enphase IQ 7 Micro™** and **Enphase IQ 7+ Micro™** dramatically simplify the installation process while achieving the highest system efficiency.

Part of the Enphase IQ System, the IQ 7 and IQ 7+ Microinverters integrate with the Enphase IQ Envoy™, Enphase IQ Battery™, and the Enphase Enlighten™ monitoring and analysis software.

IQ Series Microinverters extend the reliability standards set forth by previous generations and undergo over a million hours of power-on testing, enabling Enphase to provide an industry-leading warranty of up to 25 years.



Easy to Install

- Lightweight and simple
- Faster installation with improved, lighter two-wire cabling
- Built-in rapid shutdown compliant (NEC 2014 & 2017)

Productive and Reliable

- Optimized for high powered 60-cell and 72-cell* modules
- More than a million hours of testing
- Class II double-insulated enclosure
- UL listed

Smart Grid Ready

- Complies with advanced grid support, voltage and frequency ride-through requirements
- Remotely updates to respond to changing grid requirements
- Configurable for varying grid profiles
- Meets CA Rule 21 (UL 1741-SA)

* The IQ 7+ Micro is required to support 72-cell modules.



To learn more about Enphase offerings, visit enphase.com

Enphase IQ Envoy

The **Enphase IQ Envoy™** communications gateway delivers solar production and energy consumption data to Enphase Enlighten™ monitoring and analysis software for comprehensive, remote maintenance and management of the Enphase IQ System.

With integrated revenue grade production metering and optional consumption monitoring, the Envoy IQ is the platform for total energy management and integrates with the Enphase IQ Battery™.



Smart

- Enables web-based monitoring and control
- Bidirectional communications for remote upgrades
- Supports power export limiting and zero-export applications

Simple

- Easy system configuration using Enphase Installer Toolkit™ mobile app
- Flexible networking with Wi-Fi, Ethernet, or cellular

Reliable

- Designed for installation indoors or outdoors
- Five-year warranty



LISTED

To learn more about Enphase offerings, visit enphase.com

Enphase IQ Envoy

MODEL NUMBERS	
Enphase IQ Envoy™ ENV-IQ-AM1-240	Enphase IQ Envoy communications gateway with integrated revenue grade PV production metering (ANSI C12.20 +/- 0.5%) and optional consumption monitoring (+/- 2.5%). Includes one 200A continuous rated production CT .
ACCESSORIES (order separately)	
Enphase Mobile Connect™ CELLMODEM-03 (4G / 12-year data plan) CELLMODEM-01 (3G / 5-year data plan) CELLMODEM-M1 (4G based LTE-M / 5-year data plan)	Plug and play industrial grade cellular modem with data plan for systems up to 60 microinverters. (Available in the US, Canada, Mexico, Puerto Rico, and the US Virgin Islands, where there is adequate cellular service in the installation area.)
Consumption Monitoring CT CT-200-SPLIT	Split-core current transformers enable whole home metering.
POWER REQUIREMENTS	
Power requirements	120/240 VAC split-phase. Max 20 A overcurrent protection required.
CAPACITY	
Number of microinverters polled	Up to 600
MECHANICAL DATA	
Dimensions (WxHxD)	21.3 x 12.6 x 4.5 cm (8.4" x 5" x 1.8")
Weight	17.6 oz (498 g)
Ambient temperature range	-40° to 65° C (-40° to 149° F) -40° to 46° C (-40° to 115° F) if installed in an enclosure
Environmental rating	IP30. For installation indoors or in an NRTL-certified, NEMA type 3R enclosure.
Altitude	To 2000 meters (6,560 feet)
Production CT	- Is limited to 200A of continuous current / 250A OCPD – 72kW AC - Internal aperture measures 19.36mm to support 250MCM THWN conductors (max)
Consumption CT	- For electrical services to 250A with parallel runs up to 500A - Internal aperture measures 0.84" x 0.96" (21.33mm x 24.38mm) to support 3/0 THWN conductor - CT wire insulation rating of 600V
INTERNET CONNECTION OPTIONS	
Integrated Wi-Fi	802.11b/g/n
Ethernet	802.3, Cat5E (or Cat 6) UTP Ethernet cable, not included
Mobile	Optional, CELLMODEM-01 (3G) or CELLMODEM-03 (4G), not included
COMPLIANCE	
Compliance	UL 916 CAN/CSA C22.2 No. 61010-1 47 CFR, Part 15, Class B, ICES 003 IEC/EN 61010-1:2010, EN50065-1, EN61000-4-5, EN61000-6-1, EN61000-6-2 Metering: ANSI C12.20 accuracy class 0.5

To learn more about Enphase offerings, visit enphase.com

Enphase IQ 7 and IQ 7+ Microinverters

INPUT DATA (DC)	IQ7-60-2-US		IQ7PLUS-72-2-US	
Commonly used module pairings ¹	235 W - 350 W +		235 W - 440 W +	
Module compatibility	60-cell PV modules only		60-cell and 72-cell PV modules	
Maximum input DC voltage	48 V		60 V	
Peak power tracking voltage	27 V - 37 V		27 V - 45 V	
Operating range	16 V - 48 V		16 V - 60 V	
Min/Max start voltage	22 V / 48 V		22 V / 60 V	
Max DC short circuit current (module I _{sc})	15 A		15 A	
Overvoltage class DC port	II		II	
DC port backfeed current	0 A		0 A	
PV array configuration	1 x 1 ungrounded array; No additional DC side protection required; AC side protection requires max 20A per branch circuit			
OUTPUT DATA (AC)	IQ 7 Microinverter		IQ 7+ Microinverter	
Peak output power	250 VA		295 VA	
Maximum continuous output power	240 VA		290 VA	
Nominal (L-L) voltage/range ²	240 V / 211-264 V	208 V / 183-229 V	240 V / 211-264 V	208 V / 183-229 V
Maximum continuous output current	1.0 A (240 V)	1.15 A (208 V)	1.21 A (240 V)	1.39 A (208 V)
Nominal frequency	60 Hz		60 Hz	
Extended frequency range	47 - 68 Hz		47 - 68 Hz	
AC short circuit fault current over 3 cycles	5.8 Arms		5.8 Arms	
Maximum units per 20 A (L-L) branch circuit ³	16 (240 VAC)	13 (208 VAC)	13 (240 VAC)	11 (208 VAC)
Overvoltage class AC port	III		III	
AC port backfeed current	0 A		0 A	
Power factor setting	1.0		1.0	
Power factor (adjustable)	0.85 leading ... 0.85 lagging		0.85 leading ... 0.85 lagging	
EFFICIENCY	@240 V	@208 V	@240 V	@208 V
Peak efficiency	97.6 %	97.6 %	97.5 %	97.3 %
CEC weighted efficiency	97.0 %	97.0 %	97.0 %	97.0 %
MECHANICAL DATA				
Ambient temperature range	-40°C to +65°C			
Relative humidity range	4% to 100% (condensing)			
Connector type (IQ7-60-2-US & IQ7PLUS-72-2-US)	MC4 (or Amphenol H4 UTX with additional Q-DCC-5 adapter)			
Dimensions (WxHxD)	212 mm x 175 mm x 30.2 mm (without bracket)			
Weight	1.08 kg (2.38 lbs)			
Cooling	Natural convection - No fans			
Approved for wet locations	Yes			
Pollution degree	PD3			
Enclosure	Class II double-insulated, corrosion resistant polymeric enclosure			
Environmental category / UV exposure rating	NEMA Type 6 / outdoor			
FEATURES				
Communication	Power Line Communication (PLC)			
Monitoring	Enlighten Manager and MyEnlighten monitoring options. Both options require installation of an Enphase IQ Envoy.			
Disconnecting means	The AC and DC connectors have been evaluated and approved by UL for use as the load-break disconnect required by NEC 690.			
Compliance	CA Rule 21 (UL 1741-SA) UL 62109-1, UL1741/IEEE1547, FCC Part 15 Class B, ICES-0003 Class B, CAN/CSA-C22.2 NO. 107.1-01 This product is UL Listed as PV Rapid Shut Down Equipment and conforms with NEC-2014 and NEC-2017 section 690.12 and C22.1-2015 Rule 64-218 Rapid Shutdown of PV Systems, for AC and DC conductors, when installed according manufacturer's instructions.			

1. No enforced DC/AC ratio. See the compatibility calculator at <https://enphase.com/en-us/support/module-compatibility>.

2. Nominal voltage range can be extended beyond nominal if required by the utility.

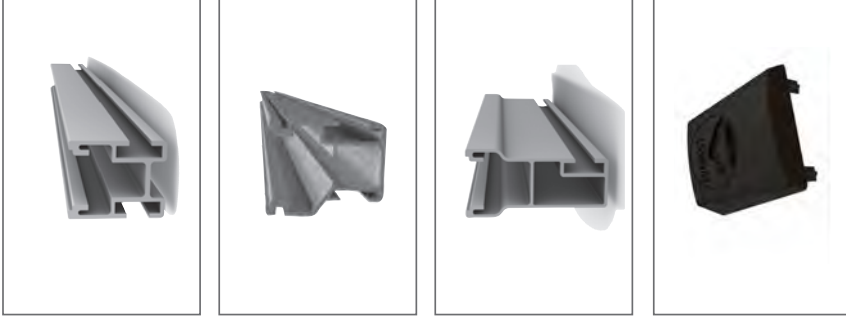
3. Limits may vary. Refer to local requirements to define the number of microinverters per branch in your area.

To learn more about Enphase offerings, visit enphase.com





Mounting systems for solar technology



EVEREST SOLAR SYSTEMS
RESIDENTIAL ROOF SOLUTIONS
CROSSRAIL SYSTEM

Everest Solar Systems, LLC
3809 Ocean Ranch Blvd., Suite 111
Oceanside, CA 92056
Service-Hotline +1.760.301.5300
info@everest-solarsystems.com
www.everest-solarsystems.com

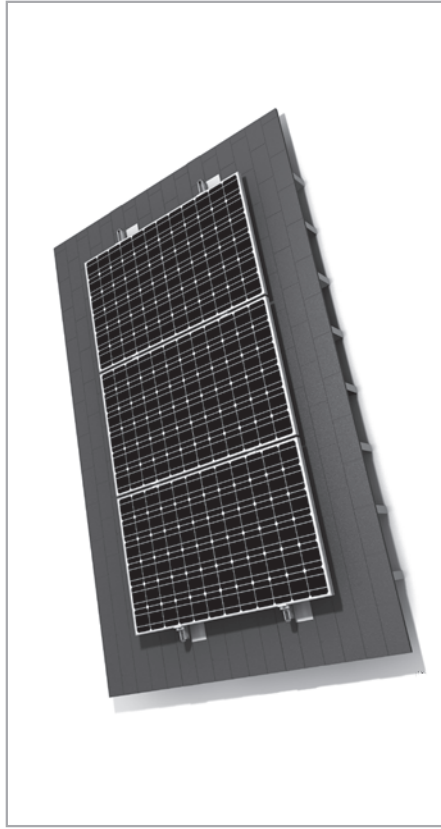
Product Sheet Crossrail System 1US2 | 02/16
Product images are for illustrative purposes only. Specifications are subject to change without notice. All sales of our products shall be subject to Everest Solar Systems terms and conditions, including the exclusive limited warranty set forth therein.

CROSSRAIL SYSTEM

- High quality, German engineered system optimized for residential installation
- Everest M K2 mounting hardware simplifies module installation – fast, easy, and secure
- Easily integrates with third party roof attachment products, such as QuickMountPV
- L-foot provides adjustability and compatibility with common roof interfaces (Comp, Tile & Metal)
- No shingle cutting, won't void roof manufacturer's warranty
- 100% code-compliant, structural validation for all solar states
- Three rail sizes available to suit all structural conditions
- All components also available in dark
- Fast installation, minimal component count result in low total installed cost
- Simple to design using code compliant Everest Online Design Tool



Tech	al	a
Applicable Roof Types	Composition shingle, tile, flat tile	
Flexibility	Modular construction, suitable for any system size, height adjustable	
PV modules	For all common module types	
Module orientation	Portrait and landscape	
Material	High corrosion resistance, stainless steel and high grade aluminum	
Roof attachment	Screw connection into rafter	
Structural validity	IBC compliant, stamped engineering letters available for all solar states	
Warranty	12 years	
System components	CrossRail 48, 48-S or 80, L-Foot, Mid and End Clamp Sets, Universal Mid and End Clamps, third-party roof attachment products such as QuickMountPV	



CrossRail for Pitched Roofs



CrossRail with EverFlash



Bonding Mid and End Clamps



Components

CrossRail

Part Number	Description
4000662	CrossRail 48x166", Mill
4000663	CrossRail 48x166", Dark
4000675	CrossRail 48x175", Mill

CrossRail L

Part Number	Description
4000695	CrossRail 48x166", Mill
4000705	CrossRail 48x166", Dark

CrossRail

Part Number	Description
4000508	CrossRail 80 168" Rail Mill



CrossRail Mill

Part Number	Description
4000601	CR MC Silver, 30x7mm, Shar ed RL 30x2mm
4000602	CR MC Dark, 30x7mm, Shar ed RL 30x2mm
4000001	Shared Rail MC+ Silver, SS 43x0mm
4000002	Shared Rail MC+ Dark, SS 43x0mm



CrossRail Mill

Part Number	Description
4000429	CR EC Silver, 30x0mm, S hared RL 30x5mm
4000430	CR EC Dark, 30x0mm, Shar ed RL 30x5mm
4000003	Shared Rail EC Silver, SS 46x0mm
4000004	Shared Rail EC Dark, SS 46x0mm



Yeti Mill

Part Number	Description
4000050	Yeti Hidden EC for CR, Mill



Aluminum

Part Number	Description
4005344	CrossRail EC Silver, AL 32x3mm
4005169	CrossRail EC Silver, AL 34x6mm
4005290	CrossRail EC Silver, AL 37x8mm
4005170	CrossRail EC Silver, AL 39x11mm
4005291	CrossRail EC Silver, AL 42x4mm
4005171	CrossRail EC Silver, AL 45x7mm
4005292	CrossRail EC Silver, AL 48mm
4005172	CrossRail EC Silver, AL 49x0mm



CrossRail Structural

Part Number	Description
4000385	RailConn CR 48x, 48xL Struct Set, Mill
4000386	RailConn CR 48x, 48xL Struct Set, Dark



Foot Slotted

Part Number	Description
4000630	Foot Slotted Set, Mill
4000631	Foot Slotted Set, Dark



Everest Ground Lug

Part Number	Description
4000006	Everest Ground Lug Set



EverFlash Kit

Part Number	Description
4000054	EverFlash XP Slider Kit, Mill
4000055	EverFlash XP Slider Kit, Dark
4000057	EverFlash XP Kit, Mill LF, Dark Flash
4000060	EverFlash XP Comp Kit, Dark
4000061	EverFlash XP Comp Kit, Mill

EverFlash Kit

Part Number	Description
4000015	EverFlash eComp + SRS Slide Kit, Mill
4000027	EverFlash eComp+SR Slide Kit, Dark
4000029	EverFlash eComp+SR Slide, LF Mill, Dark

Add

Part Number	Description
4000632	Shared Rail Clamp Addition, Slide In



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



Array Skirt



Sleek Look. Attractive Design. Easily Mounted.



Skirt mounts attach to any standard module using a single bolt with a 1/2" socket



The skirt easily snaps onto the mount providing a clean finished look



Splice provides snap-in attachment of skirt sections together



Can be installed at any time allowing easy retrofit of existing systems

Start Installing Array Skirts Today!

Array Skirt

An enhanced aesthetic option with a sleek black finish provides flush clean line homeowners love. When installed, the Array Skirt offers a clean finish to the front of arrays covering any screws, bolts, wires, or mounting hardware. It mounts directly to standard module frames allowing it to attach to almost any array.

Skirt Mounts

- Hook onto the inside of the module frame
- Secured in place with ½” fastener from the front of module preventing any need for reaching under the array



Skirt

- Snaps into place on the mount easily with no tools required
- A smooth curved profile provides an elegant finished look

Splice

- Attaching separate sections of the skirt is easy with the snap-in splice
- Provides a seamless transition between skirt sections



End Caps

- Cover end sections of the skirt so no cuts are visible
- Easily snap end caps onto the ends of any skirt section



Quality. Innovative. Superior.

SnapNrack Solar Mounting Solutions are engineered to optimize material use and labor resources and improve overall installation quality and safety.

877-732-2860

www.snapnrack.com

contact@snapnrack.com

© 2022 by SnapNrack Solar Mounting Solutions. All rights reserved

S-5!®

The Right Way!™

NEW
DESIGN

The right way to attach almost anything to metal roofs!

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

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

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

PV Kit™ 2.0 Features:

Pre-assembled kit saves time and money

Only *one tool* needed for installation

Bolt head uses standard hex bit tip which is provided

Improved single piece EdgeGrab installs with ease

Low profile bolt head provides a sleek and clean finish

Also available in black by special order only

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

UL 2703 Listed

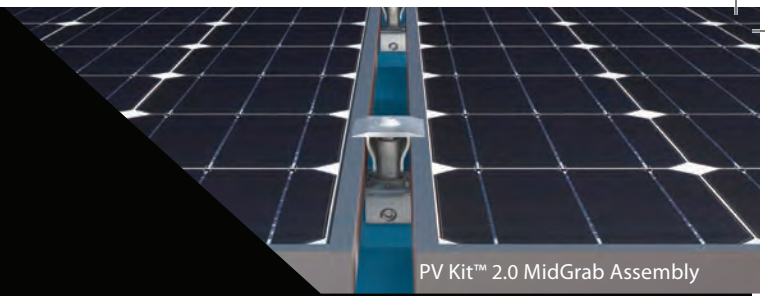
PV Kit™ 2.0 EdgeGrab Assembly

PV Kit™ 2.0 MidGrab or EdgeGrab



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





PV Kit™ 2.0 MidGrab Assembly

PV Kit™ 2.0: New Design



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

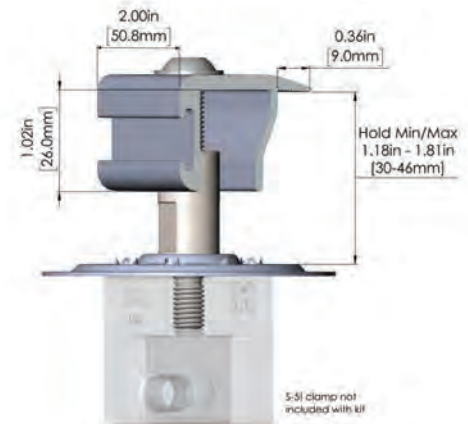
The Module Placement Bevel Guide makes the module placement easier. The mounting disk is multi-directional and rails are not required. The PV grab ears, holding the solar panels in place, are broader to allow for ease of installation and precise module engagement.

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

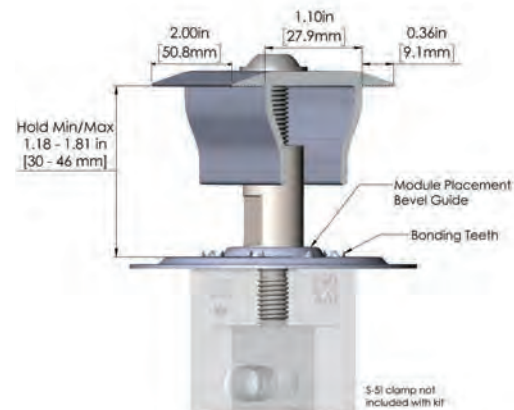
Wind dynamics are complex; thus, each system should be reviewed by a qualified licensed professional who understands wind effects prior to purchase and installation. For more detailed information including specifications, installation instructions, and CAD drawings, visit www.S-5.com or your PV Kit 2.0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

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

PV Kit 2.0™ EdgeGrab



PV Kit 2.0™ MidGrab



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

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

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

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

Copyright 2018, Metal Roof Innovations, Ltd. Version 072018

Distributed by:

GROUND FIXED TILT



GROUND FIXED TILT (GFT) is an engineered system of standard, lightweight ground mount components that are in stock and ready to ship from North America's largest ground mount distribution network. UNIRAC's unmatched commercial project support makes construction easy, from permitting through installation, including region-specific engineering. GFT's refined solution, including a new shared rail design, delivers enhanced system and labor optimization. Plus, enjoy peace of mind with **SOLARMOUNT** Mounting Technology and UNIRAC's industry-leading 25-year warranty.



IN STOCK & READY TO SHIP
THE BEST SOLUTION IS AVAILABLE



COMMERCIAL PARTNERSHIP
EXPERIENCE THAT MAKES A DIFFERENCE



INSTALLATION EXPERIENCE
REFINED WITH YOU IN MIND

MAKE GROUND MOUNT SIMPLE

FOR QUESTIONS OR CUSTOMER SERVICE VISIT UNIRAC.COM OR CALL (505) 248-2702

GROUND FIXED TILT



IN STOCK AND READY TO SHIP

THE BEST SOLUTION IS AVAILABLE

Single post configurations with 20° and 30° tilt options. Standardized components and kitted hardware bring ease of stockability and repeatability, from 2KW to multiMW. North America's largest Ground Mount Distributor network ensures the fastest lead times and empowers you to finish your projects on schedule.

COMMERCIAL PARTNERSHIP

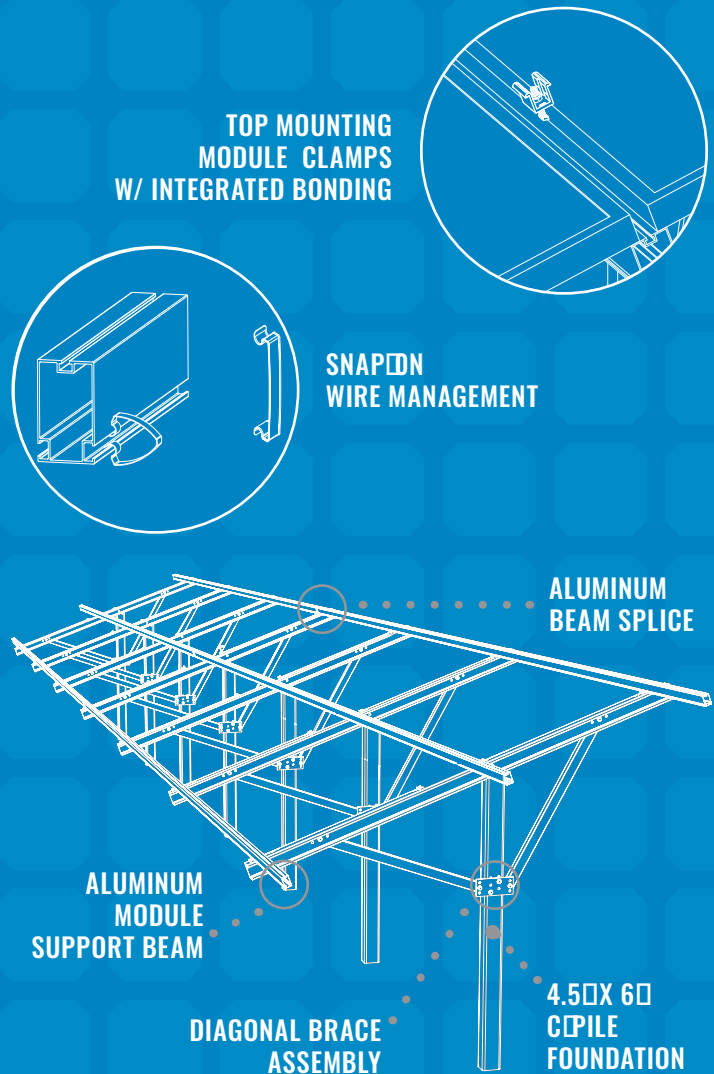
EXPERIENCE THAT MAKES A DIFFERENCE

Permit ready, pre-engineered regional designs save you valuable time. Standard construction drawings with general structural notes, table and component cross sections, foundation options and structural details speed permit submittal and construction. Industry leading commercial customer service supports you across your project, from design and logistics thru installation.

INSTALLATION EXPERIENCE

REFINED WITH YOU IN MIND

Kitted hardware, integrated bonding, and pre-assembled parts streamline construction, from pre-mobilization to installation. Straightforward connections ensure maximum strength and require no specialized labor or training. Lightweight components allow for one or two-person assembly. System flexibility enables you to mount 60 & 72 cell modules and choose from multiple foundation and rail options to optimize your projects.



UNMATCHED

CERTIFIED

ENGINEERING

BANKABLE

DESIGN

PERMIT

ON-TIME DELIVERY

No waiting. Our goal is simple: Consistently deliver solutions and services correctly, efficiently and dependably to exceed your expectations. Our world-class operations provide a 99% on-time delivery to help you meet your commitment dates.

CERTIFIED QUALITY PROVIDER

UNIRAC is the only PV mounting vendor with ISO certifications for 9001:2008, 14001:2004 and OHSAS 18001:2007, which means we deliver the highest standards for fit, form, and function. These certifications demonstrate our excellence and our commitment to first class business.

BANKABLE WARRANTY

UNIRAC has the financial strength to back our products and reduce your risk. Have peace of mind knowing you are receiving products of exceptional quality. GFT is covered by a 25-year manufacturing warranty on all parts.

Product Overview

Power your home and electric vehicle with clean energy and reduce your reliance on the grid.

With solar, you can generate more energy than you need. By combining solar with Powerwall, a rechargeable home battery, you can store excess energy for use anytime—even during a power outage.

Monitor the clean energy you produce and manage your system through the Tesla app with 24/7 remote access.



Backup Protection

Powerwall is a battery that stores energy, detects outages and automatically becomes your home's energy source when the grid goes down. Unlike generators, Powerwall keeps your lights on and phones charged without upkeep, fuel or noise. Pair with solar and recharge with sunlight to keep your appliances running for days.

Powerwall can detect a power cut, disconnect from the grid and automatically restore power to your home.

With Powerwalls 5 kW continuous power output, your home or business keeps running with little disruption.

To maximise your Powerwall energy supply during a grid outage, we recommend being aware of which appliances may be energy-intensive and should be used sparingly.

Standard Appliances

Use Normally



Wifi



Refrigerator



Phone



Lights



Television



Microwave

Energy-Intensive Appliances

Use Sparingly



Dishwasher



Washer/Dryer



Pool Pump



A/C



Heating
incl. Under Floor



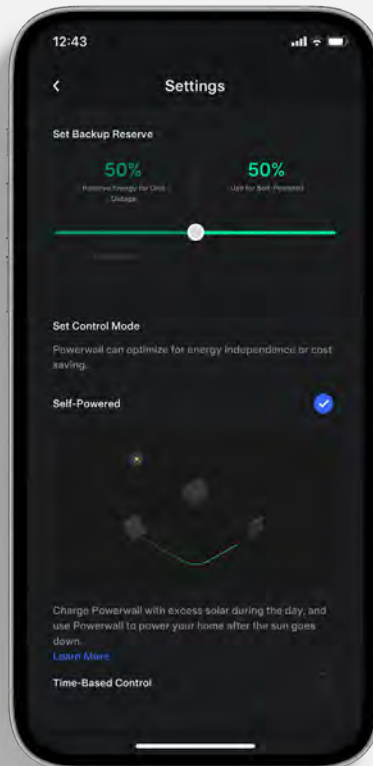
Car Charging

24/7 Control

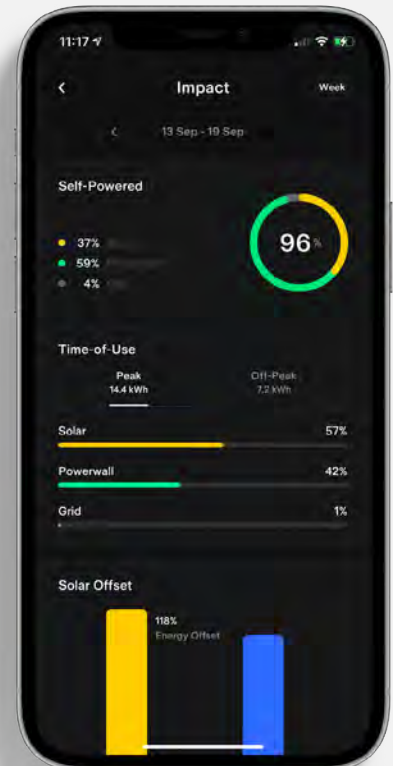
Monitor your energy production and consumption in real time and optimise your system for energy independence, outage protection and savings.



Manage and track your energy with instant notifications, simplified graphs and easy navigation



Prepare your system for outages and recharge with sunlight to keep your appliances running



Learn how your system uses energy on a daily, weekly or monthly basis

Compact & Simple

With easy installation and no required maintenance, Powerwall is a completely automated system that is compatible with any home.

Liquid thermal controls, independent fuses and touch-safe technology deliver maximum battery life and added safety.



Specifications

Usable Capacity
13.5 kWh

Scalable
Up to 10 Powerwalls

Efficiency
90% Round-trip

Weight
114 kg

Warranty
10 Years

Continuous Power
5 kW

Operating Temperature
-20°C to 50°C

Peak Power
7 kW

Gateway 2
380mm x 584mm
11.4 kg

Experience
Energy
Independence

T E S L A

Power Everything

Prepare your home for a clean energy future with greater energy security, self-sufficiency and savings.

1 Solar Panels

Convert energy from the sun into electricity that can power everything in your home, from appliances to electric vehicles

2 Powerwall

Store the excess energy your system generates for use at night or during an outage for 24/7 backup protection and energy savings during peak hours

3 Wall Connector

Charge electric vehicles at home with multiple power settings and up to 71 km of range per hour

4 Tesla App

Monitor and manage all the products in your Tesla ecosystem in one place and see how your energy flows



aPower + aGate

Whole-home storage to energize your fullest life



Reliable

Exceeds performance standards, backed by 12-year warranty

Flexible

Technology-agnostic system can be used with any solar inverter

Scalable

Highest system density allows up to 15 units for 204 kWh¹

Simplified

Pre-assembled for fast, easy one-step installation

Hassle-free

Remote monitoring and user-friendly app limits O&M

Franklin Home Power Solution ("FHP")

Franklin Home Power goes well beyond the demand for safe, reliable back-up to optimize daily household energy management. Our powerful performance stems from integrating the highest AC battery capacity with the industry's most intelligent controls.

- a.** aPower is the AC battery with built-in advanced inverter.
- b.** aGate is the energy management device connecting the grid, the loads, the generator and the solar system.
- c.** FranklinWH App provides seamless monitoring and control of your whole home energy.



Performance

AC Battery

Battery Chemistry	Lithium Iron Phosphate (LFP)
Usable System Energy	13.6 kWh per unit, scalability up to 15 units ¹
Aggregate Throughput	43 MWh
Communications	Ethernet / 4G / WiFi
Nominal AC Voltage	120 V / 240 V, 60 Hz
Maximum Continuous / Peak Discharge Power (10 s)	5 kW / 10 kW
Maximum Supply Fault Current	20 kA
Switch Over Time (grid to micro-grid)	<16 ms
Round Trip Efficiency	89% ²
Inverter Topology	Isolated
Noise Emission (optimal)	<30 dB (A)
User Interface	FranklinWH App
Warranty	12 years

Electrical Connections

aPower Over Current Protection Device	90 A Max
Solar Input Over Current Protection Device	80 A Max
Generator Over Current Protection Device ³	200 A Max
Smart Circuits Over Current Protection Device ⁴	Opt. a 1 × 80 A Max @240 V & 1 × 50 A Max @240 V Opt. b 1 × 80 A Max @240 V & 2 × 50 A Max @120 V

Electrical Interface

Coupling	AC Coupled
Feed-in Phase	Split Phase
Connection Support	L1 / L2 / N / PE

Work Modes

Self-Consumption
Load Shifting
Backup Standby

Environmental

Operating Temperature	-4°F to 122°F (-20°C to 50°C)
Operating Humidity (RH)	Up to 100% RH, condensing
Altitude	Maximum 9,843 ft (3,000 m)
Ingress Rating	IP67 (Battery and power converter system) IP56 (Wiring compartment)
Storage Condition	14°F to 113°F (-10°C to 45°C) Up to 95% RH, non-condensing
Enclosure Type	NEMA type 3R
Environment	Indoor and outdoor rated

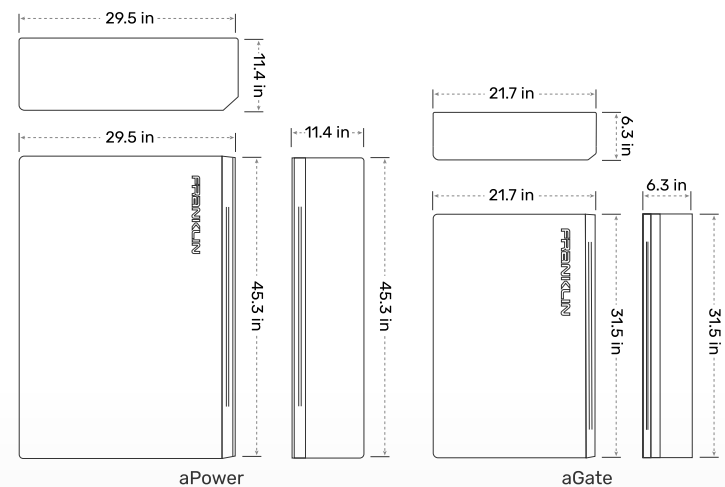
Mechanical

Dimensions(H*W*D)	aPower X: 45.3 × 29.5 × 11.4 in (1150 × 750 × 290 mm) aGate X: 31.5 × 21.7 × 6.3 in (800 × 550 × 160 mm)
Weight	aPower X: 408 lb (185 Kg) aGate X: 50 lb (23 Kg)
Installation	Wall mount or floor mount

Compliance & Certificates

Certificates	aPower X: UL 9540, UL 1741, UL 1741SA, UL 1973, UL 9540A, IEEE 1547, IEEE 1547.1, UN 38.3
	aGate X: UL 1741 PCS, UL 67 ⁵ , UL 869A ⁵ , UL 916 ⁵
Seismic	AC156, OSHPD, IEEE 693-2005 (high)
Environmental	California Proposition 65 RoHS Directive 2011 / EU
Emissions	FCC Part 15 Class B, ICES 003

- 1: Please contact us if you have large capacity requirements.
- 2: At beginning of life, AC to battery to AC, 50% power rating.
- 3: Generator integration is optional.
- 4: Smart Circuits are optional.
- 5: Sections from these standards were used during the safety evaluation and included in the UL 1741 listing.



Address: 1731 Technology Dr. Suite 530 San Jose, CA 95110
Telephone: +1 888-837-2655
Email: info@franklinwh.com
Website: www.franklinwh.com

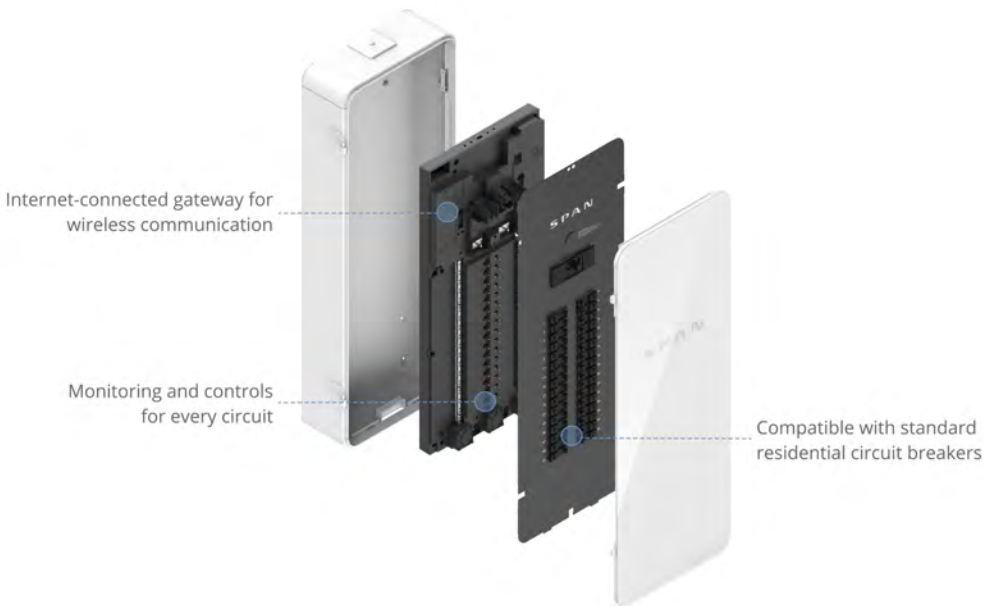




SPAN

A smarter electrical panel

- Monitor and control every circuit
- Unprecedented home energy insights
- Fully customizable backup when paired with storage



Electrical

- Integrated grid disconnect relay
- Revenue accurate energy monitoring
- 100 - 200A main breaker
- 225A bussing

Installation

- Indoor and outdoor rated
- Surface or flush-mount
- Compatible with standard 1" breakers

Connectivity

- Ethernet, WiFi, Cellular
- Free over-the-air updates



Intuitive Control

SPAN goes beyond monitoring with the SPAN Home app for real-time control and energy insights to bring your home energy to life.

Combined with battery storage, SPAN gives homeowners the power to choose and change backup priorities whenever they want.

Become a Certified Installer

SPAN is designed to completely replace the traditional electrical panel for new build or retrofit. The all in-one-design and Installer App allow for simple installation and same-day commissioning.

Learn more at www.span.io/partners

Performance Specifications

AC Voltage (Nominal)	120/240 V
Grid Connection	Split Phase
Grid Frequency	60 Hz
Disconnect Current	200 A
Busbar Rating	225 A
Sub-feed Lug Rating	200A max
Maximum Input Short Circuit Current	22 kA ¹
Main Overcurrent Protection Device	100-200 A Breaker ²
Controllable Circuits	32 (90 A max per breaker) ³
Overvoltage Category	Category IV
AC Metering	ANSI revenue accurate (+/- 0.5%)
Primary Connectivity	Ethernet, WiFi (2.5, 5 GHz)
Secondary Connectivity	Cellular (4G/LTE, 3G)
User Interface	Span Home App (iOS, Android)
Warranty	10 years

¹ 22 kA RMS symmetrical with main breaker installed, otherwise 10 kA

² Service Entrance Rated when main breaker installed

³ Compatible with tandem/quad style breakers at all positions. Monitoring and control is combined when used.

Environmental Specifications

Operating Temperature	-22 to 122°F (-30 to 50°C)
Operating Humidity (RH)	Up to 100% condensing
Maximum Elevation	2000 m (6562 ft)
Environment	Indoor and Outdoor rated
Enclosure Type	NEMA 3R

Mechanical Specifications

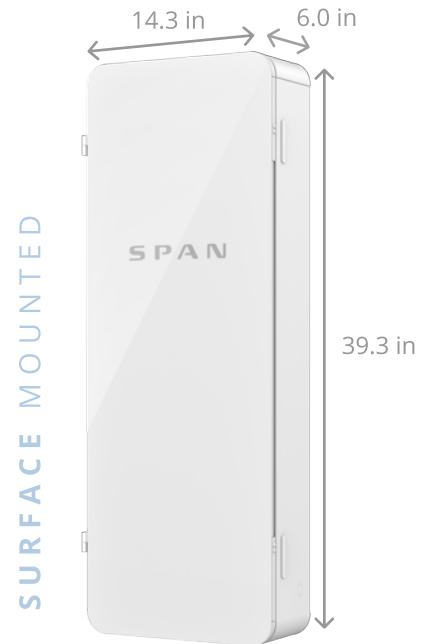
Enclosure Dimensions	39.3 x 14.3 x 6.0 in (998 x 362 x 153 mm)
Flush Trim Kit Dimensions	44.2 x 15.9 in (1123 x 405 mm)
Mounting Options	Wall mounted, flush or surface
Weight	75 lbs (34 kg)

Compliance Information

Certifications	UL 67, UL 916, UL 869A
Emissions	FCC Part 15 Class B
Other	NEC compliant

Additional Features

- Customizable Battery Backup
- Backup Time Remaining Estimates
- Real-time Load Control
- Energy Monitoring & Insights
- Load Management for Upgrade Avoidance





ADDENDUM #1

RFP Number: #57-2022

Date: December 8, 2022

Subject: Solarize Lexington

Address inquiries to:
Sondra Stone
sstone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

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

A pre-proposal Zoom meeting is scheduled for December 28, 2022, 10:00 am. All interested parties are highly encouraged to join.

Join Zoom Meeting

<https://us02web.zoom.us/j/86948481192>

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: Solar Energy Solutions

ADDRESS: 1038 Brentwood Court, Suite B, Lexington, KY, 40511

SIGNATURE OF BIDDER:  _____



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(1). 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.



Signature

January 6, 2023

Date

SELECTION CRITERIA:

1. Installer's Credentials and Experience (Response Form Part 1) 25
2. Proposal Cost Effectiveness (Response Form Parts 2 and 3) 40
3. Proposed Quality of Hardware, Warranty, and Service (Response Form Parts 4 and 5) 30
4. Installer's Community Benefits and Additional Offerings (Response Form Parts 6 and 7) 5

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 submitted via IonWave at: <https://lexingtonky.ionwave.net>

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, Jeffrey Nazarko, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jeffery Nazarko 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.

STATE OF KENTUCKY
COUNTY OF FAYETTE

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

by [Signature] on this the 16th day
of JANUARY, 2023

My Commission expires: 12/6/2025

[Signature] CLINT JOHNSON
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.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Signature

Solar Energy Solutions

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Solar Energy Solutions

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	2	1	1													1	1
Professionals	3	2	1													2	1
Superintendents	0															0	0
Supervisors	6	5		1												6	0
Foremen																0	0
Technicians	15	13	1							1						14	1
Protective																0	0
Para-																0	0
Office/Clerical	6	4	2													0	2
Skilled Craft	28	25		1		1				1						28	0
Service/Maintena																0	0
Total:	60															55	5

Prepared by: Angela Watts Human Resources Manager Date: 01 / 05 / 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

Firm Submitting Proposal: Solar Energy Solutions

Complete Address: 1038 Brentwood Court, Lexington, KY 40511
Street City Zip

Contact Name: Jeffrey Nazarko Title: Vice President/Sales & Marketing

Telephone Number: 877-312-7456 Fax Number: 866-830-0418

Email address: Jeff@sesre.com



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 Small Businesses (VOSB) 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, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled 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 and Veteran-Owned 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 or delay in contract award.**

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 and/or Veteran 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 and Veteran-Owned businesses 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 and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG 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 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.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business 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 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
- l. 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.
- m. 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.
- 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 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.

o. 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

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses 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 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 review by the MBE Liaison. Documentation of Good Faith Efforts must 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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 and Veteran-Owned Small Businesses in (<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	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orwbc.org	513-487-6537
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@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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.

SES is a WBE and we have no Subcontractors on the project

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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.

SES is a WBE and we have no Subcontractors on the project

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

Company Name	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

(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.

Company

Company Representative

Date

Title

SES is a WBE and we have no Subcontractors on the project



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 # _____

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

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.

Company

Company Representative

Date

Title

SES is a WBE and we have no Subcontractors on the project

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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.

Company

Company Representative

Date

Title

SES is a WBE and we have no Subcontractors on the project

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.



Signature

January 6, 2023

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

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

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 (DOI). 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. 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.
- d. 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR 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

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.