

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is made and entered into as of the ____ day of _____, 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "LFUCG") acting by and through the Division of Environmental Services, and **SOLAR ENERGY SOLUTIONS (SES)**, whose office is located at 1038 Brentwood Court, Suite B, Lexington, KY 40511 (hereinafter referred to as "Installer") with regard to the specific roles and responsibilities of the **Solarize Lexington Program**.

WITNESSETH:

WHEREAS, LFUCG recognizes that becoming more energy efficient is key to Lexington-Fayette County becoming a more resilient and sustainable community; and

WHEREAS, LFUCG becoming more energy efficient will benefit our community by saving our citizens money, keeping money in our local economy, creating jobs, reducing emission and air pollution, improving public health and protecting the environment; and

WHEREAS, LFUCG recognizes the importance of programs to enhance sustainability of Lexington-Fayette County per Council Resolution 220-2012; and

WHEREAS, the Solarize Lexington Program is designed to promote and encourage the use of photovoltaic arrays (PV) on residential and non-residential properties; and

WHEREAS, the Installer will install PV on properties of property owners who sign-up through and qualify to participate in the Program;

NOW, THEREFORE, it is mutually agreed by and between the LFUCG and SES hereto as follows:

I. LFUCG'S SERVICES AND RESPONSIBILITIES:

LFUCG hereby agrees to:

- A. Designate the Sustainability Program Manager Senior as primary contact for Solarize Lexington;
- B. Arrange weekly check in meetings with Installer;
- C. Pre-screen Program applicants and forward qualifying applicants' information to the Installer;
- D. Assist in communicating with Program participants;
- E. Continually recruit participants to join the Program until the sign-up deadline;

- F. Installer acknowledges and agrees that LFUCG, KY Solar Energy Society and the Solarize Lexington Team are not parties to and have no obligations under the contracts between the Installer and the Program participants.

II. INSTALLER'S SERVICES AND RESPONSIBILITIES:

Installer hereby agrees to:

- A. Installer Proposal and Installation Services:** Installer agrees to
1. Honor the terms of the accepted Program proposal, including the participant pricing. Refer to Response Form Part 2 (Proposed PV Pricing) for participant pricing provided in the Program proposal. Any changes to the project design (pricing, equipment, service offering, etc.) must be submitted in writing to the Solarize Lexington Team. The Solarize Lexington Team must review and approve said changes.
 2. Call and schedule site visits with each qualifying applicant within one week of receiving participant information.
 3. Prepare individualized proposals for each of the participants based on the specifications (including equipment and warranties) and prices in Installer's approved proposal. It is understood that all proposals and contracts' base price include all elements necessary to design and construct the system including, but not limited to, engineering design, permitting, interconnection requirements, and, if desired by participant, assist with Solar Renewable Energy Credits ("SREC") registration. Each individualized proposal shall include the following:
 - a. The installed system cost and cost per Watt (\$/W);
 - b. Any milestone payments required, and clear indication of when payments are due;
 - c. System size expressed in kW (DC);
 - d. Proposed tilt and azimuth of the solar array(s);
 - e. Estimated annual production of the proposed solar array(s) and the resulting percentage of annual electricity consumption the system is expected to offset;
 - f. List of any applicable adders and description of reason/purpose for adder. Breakdown of available state and federal incentives; and
 - g. Who the system owner is.
 4. Provide a preliminary proposal to Program participants within one week of contact and schedule Installer's site visit for interested participants.
 5. Email the Solarize Lexington Team copies of the first three (3) proposals issued to Program participants and agree to share any other Program proposals or information that may be requested in the future for the duration of the Program.
 6. Respond to Program participants' questions and concerns in a reasonable timeframe;
 7. Prepare individualized contracts for Program participants.
 8. Implement the Project within the deadlines outlined in Section III of this

Agreement;

9. Obtain and maintain insurance coverage in amounts equal to or higher than what is required per the Program's requirements.
10. Complete all permits, registrations, interconnection agreements, and SREC registrations (if desired by participant) for each Program participant and assist the Program participant with acquiring the approved and final documentation for all inspections and interconnection;
11. Installer hereby consents to the disclosure, by each Program participant, to the Solarize Lexington Team of any and all contracts and/or communications between such Program participant and the Installer; and Solarize Lexington Team may communicate with the Installer about the status, progress, and/or implementation at each Program participant site. The Solarize Lexington Team may choose to conduct a third-party quality control assessment on one or more completed and interconnected installations chosen at random. Inspections would include a visual assessment of components and workmanship and be performed by an experienced inspection contractor selected independently by the Solarize Lexington Team. Any inspection costs would be at LFUCG's expense. The Solarize Lexington Team can provide assessment criteria to Installer upon request.

B. Information Sharing and Reporting: Installer agrees to

1. Designate a primary contact;
2. Participate in weekly check-in meetings organized by the Solarize Lexington Team;
3. Provide the Solarize Lexington Team with weekly summary reports of participant sign-ups and progress information including, but not limited to participant name, address, installation schedule, system size, contract amount, estimated annual production in kilowatt hours (kWh), and photographs of completed installations in advance of the weekly check-in calls.
4. Submit a full report to the Solarize Lexington Team at the close of the Program that clearly details the status and outcomes of the leads generated through the Program.

C. Marketing and Outreach: Installer agrees to assist the Solarize Lexington Team to drive community adoption of PV projects. Installer agrees to:

1. Work directly with the Solarize Lexington Team in the execution of outreach and marketing efforts used to increase attendance at educational workshops and participation in the Program;
2. Request approval from the Solarize Lexington Team for all marketing materials developed to promote the Solarize Lexington Program in advance of distribution. This includes, but is not limited to, flyers, blog posts, website content, social media posts, door hangers, press releases, the use of the Solarize Lexington's logo, or any other communications

related to the Program;

3. Notify the Solarize Lexington Team in advance and collaborate on any press releases, events, or news conference concerning the Program. All media produced by the Installer in promotion of the Program is subject to the Solarize Lexington Team approval.

D. Participant Sign-up and Tracking: Both Parties agree that all leads generated by campaign related outreach will be stored in a location accessible by both the Solarize Lexington Team and the Installer.

E. Use of Federal Funds: Installer understands that LFUCG may subsidize the installation of PV on eligible properties pursuant to a grant program utilizing federal funds. As such, Installer agrees to comply with all terms and conditions of RFP #4-2024, attached hereto and incorporated herein by reference, which includes the Certification of Compliance for Expenditures Using Federal Funds, Including the American Rescue Plan Act, and the Installer further acknowledges that by executing this Agreement, it is and will remain compliant with all terms and conditions included therein.

III. DURATION OF AGREEMENT:

A. This Agreement shall cover work performed from March 12, 2024, through March 12, 2025.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. Should either Party terminate this Agreement, Installer's access to the Solarize Lexington Program participant sign-up information and leads shall be immediately revoked.

IV. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

A. Exhibit "A" – RFP #4-2024

B. Exhibit "B" – Installer's Response to RFP #4-2024

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", and "B" in that order.

V. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this

Agreement, the Parties agree that the venue shall be the state courts of Kentucky 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 Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

VI. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement.

VII. MISCELLANEOUS PROVISIONS:

- A. Installer shall familiarize itself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this agreement.
- B. Installer agrees to indemnify, defend, and hold harmless LFUCG for all claims and liabilities of whatever nature directly or indirectly arising out of, caused by, or attributable to the performance of this MOA by Installer, its employees, agents, representatives, and volunteers.
- C. This MOA shall not create a contractual relationship with or right of action in favor of any third party against either LFUCG or Installer.
- D. If any term or provision of this MOA shall be found illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed stricken and this MOA shall remain in full force.
- E. The failure of either Party to enforce any right reserved to it in this MOA shall not be a waiver of any such right to which the party is entitled, and a waiver by either Party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either Party of either the same or another provision of this MOA.

EXHIBIT A

REQUEST FOR PROPOSALS FOR

SOLARIZE LEXINGTON PROGRAM

RFP #4-2024



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2024 Solarize Lexington Program** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 25, 2024**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

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

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

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

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

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

A pre-proposal meeting will be held via Zoom, January 22, 2024, 2:00 pm.

Join Zoom Meeting

<https://us02web.zoom.us/j/83477387464>

Meeting ID: 834 7738 7464

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective

bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

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

Date

SELECTION CRITERIA:

Selection Criteria.

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, 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 Procurement 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 _____

COUNTY OF _____

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

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

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.

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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 Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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 Procurement (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 Procurement 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 Procurement
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 Procurement):

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@orvwbc.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 Procurement 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.

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 Procurement 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.

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



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 Procurement/ 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

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 Procurement 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

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

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.



REQUEST FOR PROPOSALS

Group Residential Solar PV Installation Services

Table of Contents

1	Project Overview	3
1.1	Purpose of RFP	3
1.2	Project Partners	3
1.3	Project Goals and Strategies	3
1.4	Project Details	4
1.5	Project Timeline	5
1.6	Installer Benefits	5
2	Scope of Work	6
2.1	City of Lexington and Partner Responsibilities	6
2.2	Selected Installer(s) Responsibilities	7
2.3	System Requirements	10
3	Proposal Requirements	11
3.1	Installer Eligibility Requirements	11
3.2	Proposal Format, Submission, and Deadline	12
3.3	Response Form	12

3.4	Required Attachments	13
3.5	Submission Recommendations	14
4	Proposal Evaluation	14
4.1	Evaluation Process	14
4.2	Evaluation Criteria	14
4.3	Acceptance and Award Process	15

1 Project Overview

1.1 Purpose of RFP

The purpose of this Request for Proposals (RFP) is to solicit business information and pricing proposals from solar photovoltaic (PV) installers (“Installers”) who would like to provide their services to participants of Solarize Lexington, a “solarize” group-buying program for residents in Lexington-Fayette County, to install solar on their property. The Lexington-Fayette Urban County Government (LFUCG) Division of Environmental Services (DES), who is managing the program, and the selection committee will evaluate proposals based on the listed evaluation criteria in order to select a single solar PV Installer or multiple Installers (“Selected Installer(s)”) for Solarize Lexington. The Selected Installer(s) will collaborate with Solarize Lexington on marketing and outreach and will deliver cost-competitive solar installations to this group of homes, institutions, small businesses, and non-profits, which include places of worship, within Lexington-Fayette Co. While it is inclusive of local non-profits and small businesses, the focus of the marketing and outreach efforts will be on residential installations.

1.2 Project Partners

Solarize Lexington is being managed by LFUCG in partnership with Kentucky Solar Energy Society (KYES), and other organizations to be recruited.

1.3 Project Goals and Strategies

Solarize Lexington aims to stimulate and grow residential solar development and bring the benefits of solar to Lexington-Fayette County. The primary goals of the program are to:

- Enable 75 to 100 solar PV installations.
 Note: Multiple installers may be selected to complete this.
- Educate the community about the benefits of solar PV.
- Use solar PV to help residents and property owners save money on their energy bills.
- Generate living wage jobs and local economic development.
- Empower community members and organizations to continue to promote solar PV development.
- Build the local Lexington market for solar PV.
- Establish a repeatable annual campaign model which drives significantly increased adoption of solar in the Lexington market.
- Build on the success of previous Solarize programs in the region. In 2023, the Solarize Lexington, Louisville, and Frankfort programs completed nearly 150 homes with LFUCG contributing 76.

Solarize Lexington intends to use the following strategies to achieve these outcomes:

1. Group purchasing of residential solar systems to significantly reduce Selected Installer’s(s’) customer acquisition costs and provide cost savings to residents.

2. Community-specific outreach to educate residents about solar and engage them in a collective process of solar adoption.
3. Streamlined solar adoption process, in which customers can sign up, receive vendor neutral technical assistance, and a standardized quote from the pre-vetted Selected Installer(s).
4. Pre-screening of customers' property to estimate suitability of potential sites, including assessing shade, aspect, and roofing age and type.
5. Inclusive financing options to enable low- and moderate-income households to participate in the campaign.

1.4 Project Details

This section provides an overview of the phases and key components of the Solarize Lexington Program. Detailed descriptions of the responsibilities of the Selected Installer(s) and LFUCG are included in Section 2: Scope of Work.

Installer Selection: Installers should review and return the Notice of Intent (NOI) irrespective of if installer intends to submit proposal. Installers should review this RFP and submit a detailed proposal according to the format specified in Section 3: Proposal Requirements. **Partial submissions will not be considered.** LFUCG and Solarize Lexington will convene a selection committee to review the proposals and select a single Installer or multiple Installers based on the selection criteria listed in Section 4: Proposal Evaluation. LFUCG and Solarize Lexington reserve the right to reject any proposals which may be considered irregular, show serious omission, contain unauthorized alteration of form, or are incomplete. Furthermore, LFUCG and Solarize Lexington reserve the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, to implement scoring penalties, or to accept applications or portions thereof which, in the selection committee's judgement, best serve the interests of the Urban County Government and Solarize Lexington. LFUCG and Solarize Lexington reserve the right to request clarification of information submitted and to request additional information (to clarify the information submitted) of any applicant either orally or in writing. Installers may be shortlisted for interviews following an initial selection committee review.

Campaign Outreach: Solarize Lexington will partner with the Selected Installer(s) and community-based organizations (CBOs) to develop a communications strategy and amplify the Solarize Lexington campaign. This outreach will include in-person and/or virtual events and solar house tours, email, social media, and other activities. LFUCG will also create a simple intake process and website for residents to express their interest and receive a free solar assessment of their home from the Selected Installer(s).

Limited Time Sign-Up Window: Participants will have a limited 5-month period, following the planned campaign launch in early March 2024, to sign up for the campaign and receive the competitive discount pricing offered by the Selected Installer(s). During this time, the Selected Installer(s) will provide campaign participants a free site assessment and

individualized quote. Participants can then sign the contract at any point of time during the sign-up window and up to 7 weeks after the sign-up window ends, but no later than September 27, 2024, as noted in Section 1.5: Project Timeline, to receive the Solarize Lexington discounted pricing and support.

Installations: The Selected Installer(s) can begin installations as soon as contracts are signed and must complete all installations, permitting, and interconnection processes by the deadline listed in Section 1.5: Project Timeline.

1.5 Project Timeline

The timeline and deadlines for this RFP and the Solarize Lexington Program are as indicated below and may be modified at the discretion of LFUCG. An addendum will be issued in the event of any scheduling changes.

Project Milestone	Date
RFP Released	January 9, 2024
Notice of Intent Due	January 16, 2024
RFP Question Cutoff Date in Ionwave	January 17, 2024 at 12:00 p.m.
Deadline to Submit Proposals	January 25, 2024 at 2:00 p.m.
Installer Interviews (if needed)	February 1-2, 2024
Selected Installer(s) Announced	February 2-5, 2024
Council Approval of Selected Installer(s) and Onboarding	February 5-March 7, 2024
Enrollment & Contracts Begin	March 12, 2024
Earth Day Week Marketing Blast	April 15-19, 2024
Mid-term Campaign Performance Evaluation and Pricing Review	May 13, 2024
Any Changes in Selected Installer(s) Announced	June 10, 2024
Customer Enrollment Period Ends	August 9, 2024
Customer Contract Signing Deadline	September 27, 2024
Installation Deadline (energized and utility meter swap)	December 31, 2024

1.6 Installer Benefits

Solarize Lexington is explicitly designed to stimulate local residential solar development and, by doing so, support local solar installers. This campaign intends to build awareness of solar in the community and accelerate solar PV adoption in emerging markets, which should benefit all installers in the long term.

Presuming Solarize Lexington is as successful as the 2023 procurement effort, the Selected Installer(s) can expect to see a large volume of customers and higher than average deal-completion rates, resulting in reduced customer acquisition costs. In addition, the Selected Installer(s) will have the opportunity to build relationships with CBOs and residents, which will increase their brand recognition and referral business.

Solarize Lexington 2024 is also unique in having pre-allocated grant money (\$1MM) to fund low- to moderate-income home solar conversion. These projects are contingent only on LFUCG eligibility screening and solar site suitability and will be quickly contracted outside of the normal sales process.

Solarize campaigns significantly increase the lead to contracting ratio, often by a factor of x3, as marketing and publicity efforts present motivated and informed customers to the Selected Installer(s). Conversion rates of up to 30% were recorded in Kentucky cities participating in Solarize campaigns in 2023.

2 Scope of Work

2.1 LFUCG and Partner Responsibilities

LFUCG and KYSES will perform the following project management, marketing, resident recruitment, pre-screening, and permitting and interconnection responsibilities as part of Solarize Lexington in collaboration with the other project partners.

1. LFUCG will lead the necessary project management responsibilities as part of Solarize Lexington. This includes the following:
 - a. LFUCG and partners will coordinate the project, manage campaign partners, and set and adjust the program's timeline.
 - b. LFUCG and partners will support participants and the Selected Installer(s) throughout the process.

2. LFUCG and KYSES will lead the necessary marketing responsibilities as part of Solarize Lexington. This includes the following:
 - a. LFUCG and KYSES will conduct outreach and organize educational events along with other program partners. This will include presentations with CBOs during in-person and/or virtual community events, newsletters, social media, flyers, press releases, and promotional activities undertaken in partnership with other city departments.
 - b. LFUCG and KYSES will create and provide the Selected Installer(s) with logos and marketing language.
 - c. LFUCG and partners will maintain and update common and shared lead data management systems with the Selected Installer(s) via Google Docs or a common-access Customer Relationship Management (CRM) system.
 - d. Upon completion of Solarize Lexington, LFUCG and partners will attempt to organize and host a final event to celebrate the program's success and recognize contributions from all partners, including the Selected Installer(s).

3. LFUCG and KYSES will perform the necessary resident recruitment responsibilities as part of Solarize Lexington. This includes the following:

- a. LFUCG and partners will create a webpage representing the program and manage the sign-up information through this webpage. Sign-up information will include, but not be limited to, address, type of property, roof type and age (if known), home ownership status, and if they may qualify for low- to moderate-income incentives.
 - b. LFUCG and KYSES will respond and answer Solarize Lexington-related questions from residents by phone and/or email within one (1) business day.
4. LFUCG and KYSES will perform the necessary resident pre-screening responsibilities as part of Solarize Lexington. This includes the following:
 - a. LFUCG and KYSES will conduct an initial pre-screening of interested participants based on intake questions as well as roof shading and orientation using digital tools and satellite data before providing their information to the Selected Installer(s).
 - b. LFUCG and KYSES will work with residents to collect LG&E/KU, Bluegrass Energy, and / or Clark Energy Cooperative utility data to give Selected Installer(s) the annual kWh usage to tailor installation designs upon.
 - c. LFUCG and KYSES will conduct inspections of a representative percentage of the Selected Installer's(s') installs to ensure adherence to the executed agreement with LFUCG and solar industry design, technical, and code standards.
5. LFUCG and KYSES will provide residents with financing information as part of Solarize Lexington. This includes the following:
 - a. Selected Installer's(s') financing information and, if necessary, other financing options for residents that do not qualify for the Selected Installer's(s') financing.
 - b. The calculation of rate of financial return should be based on the 25-year average rate of return in Kentucky or warranted life of the system.
6. LFUCG will determine the eligibility of residents to receive financial support if they qualify as a low- to moderate-income household and assist those eligible homeowners through that process.
7. LFUCG and KYSES will support the Selected Installer(s) to attempt to resolve any permitting issues, should they arise.

2.2 Selected Installer(s) Responsibilities

The Selected Installer(s) will coordinate with LFUCG and partners to perform the necessary internal campaign communications, customer outreach and communications, site assessments, proposals and contracts, and installations as part of Solarize Lexington and detailed in the following required responsibilities:

1. The Selected Installer(s) will perform internal campaign communication as part of Solarize Lexington. This includes the following:

- a. The Selected Installer(s) will respond to communications from LFUCG within one (1) business day.
 - b. The Selected Installer(s) will participate in weekly or bi-weekly check-in calls with LFUCG to discuss the status of campaign participants, questions or concerns, and any changes in staffing capacity for the week ahead.
 - c. The Selected Installer(s) will update customer tracking records weekly.
 - d. The Selected Installer(s) must provide their first five (5) Customer Proposals to LFUCG during the campaign to verify compliance.
2. The Selected Installer(s) will perform all necessary customer outreach and communications as part of Solarize Lexington. This includes the following:
 - a. The Selected Installer(s) will present material on residential solar fundamentals and answer questions to educate potential participants and encourage them to sign up during at least two recruitment workshops coordinated by LFUCG.
 - b. The Selected Installer(s) will contact potential customers as soon as possible, and within three (3) business days at the latest, once LFUCG makes pre-screened participant data available to the Selected Installer(s).
3. The Selected Installer(s) will prepare the necessary site assessments for pre-screened campaign participants as part of Solarize Lexington. This includes the following:
 - a. For all pre-screened participants, the Selected Installer(s) will prepare a free remote site assessment using satellite imagery based on shading, size, shape, and orientation of the roof to determine the feasibility of installing solar PV on the participant's rooftop and a recommended system size. This rapid initial assessment should also include a preliminary financial analysis based on the remote assessment and should be included as part of this initial contact. The financial assessment should state the key assumptions, including future utility electricity rate escalation (3%). If a pre-screened participant's roof is deemed unsuitable during this assessment, the participant must be notified accordingly as part of this initial contact.
 - b. For participants that express interest (as determined by the Selected Installer(s)) after the initial contact and remote assessment, the Selected Installer(s) will conduct a site visit within fifteen (15) business days after the resident's interest is determined. Site assessments may be clustered to reduce costs for the Selected Installer(s). This site visit's objective should be to first provide a more thorough site assessment to confirm the necessary information needed to develop an official proposal. Second, this site visit should also include the necessary communications with the homeowner to answer their respective questions. If the customer's roof is deemed unsuitable during this assessment, the customer must be notified, and the reasons and potential remedies explained within three (3) business days after the site visit.
4. The Selected Installer(s) will provide an official proposal and contract for campaign participants deemed qualified and interested after the site visit as part of Solarize

Lexington. All installation contracts will be executed between the property owner and the Selected Installer(s), so neither LFUCG nor partners will be party to the contract. This includes the following:

- a. Selected Installer(s) will provide a detailed, custom proposal within five (5) business days after the site visit. This custom proposal should explain all the services provided in the turnkey price for the project (assessment, system design, permitting, installation, interconnection paperwork, etc.). The proposal must also include a visual representation of the proposed system, the participant's energy profile, and a financial analysis that shows anticipated monthly and annual system output and financial returns. The financial analysis should state the key assumptions, including a 3% future utility electricity rate escalation. The proposal must also detail reasons for any project-specific cost adder in compliance with the RFP Response Form detailed in Section 3.3: Response Form. Individual proposals should include the following:
 - i. An image showing location of the solar array on the property.
 - ii. Array size in number of panels and total rated kilowatt size.
 - iii. Cost per watt, total cost, tax credit, and net cost after tax credit.
 - iv. Estimated annual kWh production.
 - v. Ratio of estimated annual kWh per kilowatt PV, for example: 1200 kWh annually per kilowatt PV installed.
 - vi. Approximate annual energy usage history (received through pre-screening process from customer/LFUCG and partners).
 - vii. Estimated percent reduction of annual energy usage.
 - viii. Specification data sheets for panel, inverter, racking and, if relevant, optimizer and battery.
 - ix. Product warranties, and availability and cost of extended warranties.
 - x. Terms of payment, process, and timeline from initial deposit to final payment.
 - xi. The statement: "This contract is executed between [Installer name] and [name of property owner]. Solarize Lexington, LFUCG, and other campaign partners are not parties to this contract. [Installer name] is solely liable for any claims, losses, or damages arising out of the contract."
- b. The Selected Installer(s) must manage the permitting, interconnection, and applicable incentives.
 - i. Selected Installer(s) should be aware that at least three electric utilities serve the LFUCG area: KU, Bluegrass Energy, and Clark County REMC and they must meet the interconnection requirements specific to each customer's utility.
 - ii. Installer(s) must attend final system AHJ inspections in person to address any code or solar specific queries or misunderstandings.
- c. The Selected Installer(s) must provide each participant who signs a contract with them through the Solarize Lexington Program with the necessary documentation, including, but not limited to, the site assessment, financial

analysis, structural assessment, design and equipment details, financing options, and operations manual.

5. The Selected Installer(s) will provide solar PV installations for all contracted campaign participants as part of Solarize Lexington. This includes the following:
 - a. The Selected Installer(s) may geographically cluster installation work to reduce costs but will be responsible for the timely completion of all work in accordance with Section 1.5: Project Timeline.
 - b. All installations must be performed in conformance with applicable laws and codes, interconnection requirements, and any incentive-related installation requirements, rules, and timelines.
 - c. The Selected Installer(s) should follow the [SEIA Solar Business Code](#) as a determinant of fair, transparent business practices to ensure solar customers are treated in a fair and honest manner. If the Installer is not already a KYSES member or listed as a preferred vendor on the KYSES website, the Installer will be asked to complete the SEIA Solar Business Code as part of the submission process.
 - d. The Selected Installer(s) is(are) highly recommended to be a current member or become a member of the Solar Energy Industries Association (SEIA) or [Kentucky SEIA](#) chapter.

2.3 System Requirements

The proposed PV systems must meet the following requirements.

General system must:

1. All systems shall be code-compliant to NEC 2017 (Kentucky).
2. Kentucky NEC 2017 compliant systems must fully incorporate 690.1 rapid disconnect requirements (as legally mandated).
3. Central inverters shall be transformerless.
4. Unless a feed-in tariff applies, electrical connection shall be on the load side of the meter.
5. Metal conduit shall be used for all aboveground wiring. Rigid metal conduit is strongly preferred.
6. Surface mounted metal conduit is acceptable, except in finished interior areas.
7. Only copper wire shall be used.
8. For roof-mounted systems, PV system components shall minimize roof penetrations.
9. Designs shall comply with local code requirements including access space around the array and conduit surface support requirements.
10. Grid connection shall follow the utility company's design and installation standards.
11. Online performance reporting shall be provided at array or panel level.

PV modules must:

1. Be listed and reviewed on the California Energy Commission list entitled, '[Incentive Eligible Photovoltaic Modules in Compliance with SB1 Guidelines](#)'.
2. Have at least a 25-year power warranty with a specified performance degradation curve showing acceptable levels of performance or replacement and show achievement of a minimum of 80% of the nameplate rated power at Standard Test Conditions (STC) by year 25.
3. Have a product warranty of at least 10 years.
4. Independent of the mounting systems, panels must be rated for snow and wind load in accordance with local permitting requirements.
5. Panels must have efficiencies of no less than 20% at STC for the base price.

Inverters must:

1. Be included in the California Energy Commission list entitled '[List of Eligible Inverters per SB1 Guidelines](#)'.
2. Have a warranty that allows for replacement due to premature failure over the specified warranty time frame and consist of a minimum of 15-year material warranty for micro inverters and 10 years for string inverters. Longer warranties will be viewed favorably.

Mounting equipment must:

1. Be grounded in accordance with manufacturer's specifications.
2. Be used in accordance with its manufacturer's listed purpose and specifications.
3. Be used in accordance with manufacturer specifications for waterproofing penetrations.
4. Be installed in accordance with specific local zoning requirements beyond #2 and #3.
5. Be fitted with manufactured flashing systems for roof penetrations and shall be installed in accordance with manufacturer's and NABCEP recommendations.

Batteries must:

Meet all Kentucky and LFUCG standards for technology, safety, and grid interoperability.

3 Proposal Requirements

3.1 Installer Eligibility Requirements

Installers must meet the following eligibility requirements to submit a bid:

1. Demonstrate experience and proficiency in solar PV installations. The Installer must have installed a minimum of 20 residential solar PV projects in Kentucky.
2. Include on the project team at least one Journeyman or Master Electrician holding a valid and current Kentucky electrical license to perform any electrical work on the solar PV projects, and at least one NABCEP-certified installer.
3. Formal and documented training from the battery system manufacturer, if offering batteries, showing appropriate capability in install and commissioning, or documentation showing registration to attend such training by April 30, 2024.

4. Installer must offer parts and labor warranty for installed arrays of no less than 5 years.
5. The Installer and any sub-contractors must also meet the following insurance requirements:
 - a. General liability: \$1,000,000 per occurrence, \$2,000,000 in aggregate,
 - b. Worker's compensation: \$1,000,000 each accident, each employee, policy limit,
 - c. Automobile liability: bodily injury, death, and property damage combined single limits of at least \$1,000,000 per occurrence covering vehicles owned, hired, or non-owned, and
 - d. Umbrella/Excess Liability Insurance: \$2,000,000 limit per occurrence.

3.2 Proposal Format, Submission, and Deadline

All proposals in response to this RFP must use the *Solarize Lexington RFP Response Form* and include the completed form and required attachments described in the following sections.

3.3 Response Form

All proposers must fill out the *Solarize Lexington RFP Response Form* in Microsoft Excel. After completing the form, it should be saved under a file name that includes the Installer business name (e.g., "Solarize Lexington RFP Response Form for Sunshine Solar"). The following parts are included as separate tabs in the Excel file.

Part 1 (Installer Profile) requests information regarding the Installer's subsidiaries, affiliates, business relationships, employees, experience and qualifications, references, and financial position.

Part 2 (Proposed Pricing) requests proposed pricing for the base proposal (standard and premium panel price KY) and cost adjustments for all participants in Tier 1 (5kW), Tier 2 (10kW), or Tier 3 (20kW).

Part 3 (Financing and Qualifications) requests information about financing solutions that the Installer intends to offer customers and the qualification requirements for financing. Providing financing is not mandatory for proposals but will be viewed favorably and scored as described in Section 4.2: Evaluation Criteria. Inability to provide 3rd-party financing will negatively impact lead to contract conversion rates.

Part 4 (Solar PV System Equipment) requests information regarding the proposed standard and premium options for hardware (i.e., modules, inverters, racking, and flashing) that the respondent intends to offer participants. These hardware descriptions should match the price options described in Part 2. This section also requests labor and workmanship warranties on all installations.

Part 5 (Battery Equipment) requests information regarding the proposed equipment for energy storage. Known brands such as Tesla, LG, SolarEdge, Enphase or SunPower drive significantly greater consumer traction and purchase over other worthy but still unknown vendors.

Part 6 (Services) includes additional questions about the customer and campaign services the Installer will provide.

Part 7 (Additional System Offerings) requests other optional offerings that the Installer can provide alongside the solar PV system. These can include services from sub-contractors and could include electrical services, roof repair, battery storage, or energy efficiency. Providing these services is not mandatory for proposals but will be viewed favorably and scored as described in 4.2: Evaluation Criteria.

Part 8 (Community Benefits) asks a number of questions about the Installer's employment practices and other benefits the Installer can offer to the community and has offered to communities in the past.

Part 9 (Additional Information) provides space for any additional information that is relevant to the bid.

3.4 Required Attachments

Attachment A: Copies of employee licensing certificates and individual employee electrical / NAPCEP licenses. Certifications and licenses must relate to local employees or those who will directly engage in install work or its supervision. Qualifications of HQ or other office locations not directly involved with day-to-day Solarize Lexington work are normally not deemed relevant. If current local licenses are not currently held, please demonstrate that you have the ability to obtain such licenses by **April 30, 2024**.

Attachment B: Specification sheets for all equipment specified in Part 4 and Part 5 of the *Solarize Lexington RFP Response Form*.

Attachment C: A copy of current insurance and liability certificates specified in Section 3.1.

Attachment D: A copy of the standard contract agreement. This could be a redacted version of a recent contract or a contract template.

Attachment E: A copy of the Installer's template sales proposal, if different from the standard contract.

Attachment F: A copy of Installer's standard contract language covering installation and roof penetration warranties, including language around labor warranties and product warranties.

Attachment G: A description of Installer's standard tools or software used to calculate a solar array's potential energy production (PV Watts, HelioScope, PVSyst, Aurora, etc.)

Attachment H: If applicable, a copy of Installer’s standard loan agreement. This could be a redacted version of a recent contract or a contract template.

3.5 Submission Recommendations

1. Although the selection committee will look for aggressive pricing in this RFP, price is not the only factor the committee will consider. We value experience in the marketplace, quality system components, and strong warranties, among other factors.
2. We do not want the Solarize Lexington to be a “race to the bottom” in terms of system price and quality, nor do we want proposers to feel they must sacrifice quality to be selected. See Section 4.2 for further details on the weighting of different evaluation criteria.
3. We recommend that all costs to most homeowners are factored into the base price, and that additional charges, if necessary, are reserved for unique homeowner circumstances. A single inclusive base price for each requested system size with limited or no additional charges is preferable to a lower base price with many additional potential charges. Additional charges should typically be reserved for add-ons such as roof repairs, battery storage, energy efficiency upgrades, etc.
4. Please keep responses as clear and concise as possible.

3.6 Submission Questions

All questions regarding Solarize Lexington, this RFP, or the *Solarize Lexington RFP Response Form* should be sent through Ionwave by the question cutoff deadline.

4 Proposal Evaluation

4.1 Evaluation Process

Proposals in response to this RFP will be evaluated by the selection committee. LFUCG may invite the top-ranked Installers to make a brief oral presentation and be interviewed by the selection committee and may conduct random Quality Assurance Assessments of the Installers’ installations to confirm quality of previous work.

4.2 Evaluation Criteria

Proposals will be scored according to the following criteria. The points associated with each category reflects its relative importance and alignment with the goals of Solarize Lexington.

Evaluation Category	Associated Points
Installer’s Credentials and Experience (Response Form Part 1)	25
Proposal Cost Effectiveness (Response Form Parts 2 and 3)	40
Proposed Quality of Hardware, Warranty, and Service (Response Form Parts 4 and 5)	30
Installer’s Community Benefits and Additional Offerings (Response Form Parts 6 and 7)	5
Total points	100

4.3 Acceptance and Award Process

LFUCG reserves the right to make multiple awards, one award, or no awards as a result of this solicitation. Upon acceptance of a proposal and intent to award, the Selected Installer(s) will be required to execute and return all required project documents and certificates of insurance within ten (10) days from the Notice of Award. Should the Selected Installer(s) fail or refuse to execute the project documents in this time period, LFUCG can cancel award.

Solarize Lexington

1. Installer Profile

Please fill in all blue cells with the requested information pertaining to the firm. If you need to provide explanatory notes, please use Column E.

Proposer Instructions

Date:

Proposer Contact Information				Notes
	Name			
	Title			
	Phone Number			
	Email			
Firm Information				Notes
	Proposing Firm			
	Headquarters Address			
	Local Address (where work will be completed for this project)			
	FEIN			
	Kentucky License Number			
Subsidiaries & Affiliates Information				Notes
	Name	Address	FEIN	
Company #1				
Company #2				
Company #3				
Employee Information				Notes
	Number of Full Time Employees			
	Number of Part Time Employees			
	Number of Employees in Kentucky			
	Number of Install Employees Permanently Based In Campaign Area			
	Number of Sales Employees Permanently Based In Campaign Area			
	Number of Employees with NAPCEP or UL Certification in Kentucky			
	Number of Direct Employees with Kentucky Electricians License			
	Number of Employees with Other Relevant Certifications			
Firm Experience				Notes
	Years of Experience			
	Firm (total years)			
	Firm (years in Kentucky)			
	Project Manager (years)			

Lead Installer #1 (years)				
Lead Installer #2 (years)				
Residential Solar PV Installations	2021	2022	2023	
Customer Owned Systems (in US)				
Customer Owned Systems (in Kentucky)				
Customer Owned Systems (in Lexington)				
Residential Energy Storage Installations	2021	2022	2023	
Customer Owned Systems (kWh in US)				
Customer Owned Systems (kWh in Kentucky)				
Customer Owned Systems (kWh in Louisville)				
Residential/Small Commercial Ground Mount Installs	2021	2022	2023	
Customer Owned Systems (# & kW in US)				
Site Evaluations	2021	2022	2023	
Estimated Number of Roofs Evaluated for Solar Remotely per Week (in Lexington)				
Estimated Number of Site Visits per Week (in Lexington)				
Lexington Area Residential Customer References	Name	Phone	Project Size (kW)	
Reference #1				
Reference #2				
Reference #3				
Financial Position				Notes
Business Revenue & Profits	2021	2022	2023	
Annual Gross Revenues				
Annual Net Profit				
Financing Partners	2021	2022	2023	
Firm #1: Name				
Firm #1: Financing Product				
Firm #1: # Customers That Used Product				
Firm #2: Name				
Firm #2: Financing Product				
Firm #2: # Customers That Used Product				
Insurance				Notes
	Name	Coverage	Policy #	
Firm's Bank		N/A	N/A	
Entity Proving Bonding / Financial Backing				
Liability Insurer				
Worker's Compensation Insurer				
Is this business(local or parent company) or its management involved in any pending lawsuits, regulatory proceedings, or other legal proceedings involving the business?				
Does the business conduct criminal background checks before hiring employees?				

Is the business or any officer of the company involved in
bankruptcy or insolvency proceedings?

Solarize Lexington 2. Residential Solar PV Pricing

Please fill in all blue cells with the requested pricing information. Base pricing proposals should include total installation price, which includes system design, permitting, applicable materials and equipment, transportation, labor, and all equipment and workmanship warranties. The price should be independent of any tax credits or incentives available to the customers. Outline the specific process, electrical, mechanical, structural, equipment, site, or labor features that will result in cost reductions or increases above the Base Pricing Proposal. The Proposer should place \$0 for all applications that will not result in a cost modification and "N/A" if it is not offered.

Proposer Instructions

Proposing Firm:	0						
	Example Array Size (kW DC)						Notes
Base Proposal	Tier 1: 5 kW		Tier 2: 10 kW		Tier 3: 20 kW		
Standard Panel Price KY		\$/W		\$/W		\$/W	Full 'all component' turnkey install of basic 1 surface no adder array
Premium Panel Price KY		\$/W		\$/W		\$/W	
Standard Panel Price Prior To Solarize Discount		\$/W		\$/W		\$/W	
Premium Panel Price Prior To Solarize Discount		\$/W		\$/W		\$/W	
Factor or Special Condition							
Microinverters		\$/W		\$/W		\$/W	
Power Optimizers		\$/W		\$/W		\$/W	
Inverter Extended Warranty (each)		\$		\$		\$	Specify total warranty time (Years)
Extended Warranty Whole System (e.g.. SolarInsure)		\$/W		\$/W		\$/W	
Panels in Non-standard Orientation		\$/W		\$/W		\$/W	
Roof Pitch > 7/12 to 12/12		\$/W		\$/W		\$/W	
Roof Pitch > 12/12		\$/W		\$/W		\$/W	
Additional Roof Surfaces (over 2)		\$		\$		\$	
Premium Roof Mount (rack free/low profile etc.)		\$/W		\$/W		\$/W	
PVC Roof Vent Move		\$		\$		\$	
Ground Mount Adder (including 100' Trenching)		\$/W		\$/W		\$/W	
Ground Mount Additional Trenching per 100'		\$		\$		\$	
Electrical Panel Upgrade (200A)		\$		\$		\$	
Critter Guards (\$/ft.)		\$/ft		\$/ft		\$/ft	
Other		\$		\$		\$	Specify
Other		\$		\$		\$	Specify
	Example Battery #						Notes
Base Storage Proposal	1 Battery		2 Battery		3 Battery		
Storage Capacity		kWh		kWh		kWh	Additional of batteries from same manufacturer to increase storage (kWh) size
Battery System Price		\$		\$		\$	
Battery System Price		\$/kWh		\$/kWh		\$/kWh	Total cost/kWh
HVAC Compressor Soft Start Addition (if required)		\$		\$		\$	
Other							
Other							
<p>Note: Battery system pricing must reflect standard full (turnkey) storage system install costs including battery, any required transformer, CT's, control, communication and partial or full load center install component additions. Pricing presumes no abnormal conduit/wiring runs and battery being adjacent to breaker panel</p> <p>Note: Clearly indicate if there are variations in price offering, for example, for financed or cash purchases.</p>							

Solarize Lexington

3. Financing & Qualifications

Please fill in all blue cells with the requested information pertaining to your available financing products and qualifications. If you need to provide explanatory notes, please use Column D. If another company will be providing financing options, please provide a reference and contact information for a representative at the financing company you partner with and intend to offer to participants. If you propose to work with multiple lenders, please provide the information for each lender. Add more columns as necessary.

Proposer Instructions

Proposing Firm:	0			
Customer Ownership (Upfront Purchase)				
Loan Terms	Offering #1	Offering #2	Offering #3	Notes
Lender Company Name				
Lender Contact Name				
Lender Contact Phone				
Lender Contact Email				
Product Name				
Term Length Range (Years)				Most common
Interest Rate Range (%)				Most common
Down Payment (\$ or %)				
Dealer fees				
How many customers have used this product in the past 12 months?				
Qualifications	Offering #1	Offering #2	Offering #3	Notes
Minimum FICO Score				
Maximum Debt-to-Income				
If selected, would this lender commit to piloting EnergyScore as an alternative to FICO score?				

Solarize Lexington

4. Equipment Specifications

Please fill in all blue cells with the requested information pertaining to the Standard PV System offering corresponding to the Base Pricing Proposal and Premium PV System offering corresponding to the Cost Increases in the "Pricing" tab. If you need to provide explanatory notes, please use Column D. If providing more than one type of standard equipment with the base pricing, provide the specifications below in "Additional Standard PV Equipment". Add rows to specify additional equipment, if needed.

Proposer Instructions

Proposing Firm:			
PV System Sizing		Units	Notes
Minimum System Size Offered		kW-DC	
Maximum System Size Offered		kW-DC	
		Units	Notes
Standard Panel			
Brand/Manufacturer			
Wattage (W)			
Country of Origin		Country	
Dimensions (H x W x D)		inches	
Efficiency		%	
Performance Warranty/Guarantee		% at X year	
Equipment Warranty/Guarantee		Years	
Output Degradation		% per year	
Premium Panel (higher Efficiency, Warranty Or Brand Quality)			
Brand/Manufacturer			
Wattage (W)			
Country of Origin		Country	
Dimensions (H x W x D)		inches	
Efficiency		%	
Performance Warranty/Guarantee		% at X year	
Equipment Warranty/Guarantee		Years	
Output Degradation		% per year	
Inverter			
Brand/Manufacturer			
Country of Origin		Country	
Model			
CEC Efficiency		%	
Warranty		Coverage at X year	
Inverter			
Brand/Manufacturer			
Country of Origin		Country	
Model			
CEC Efficiency		%	
Warranty		Coverage at X year	
Standard Roof Racking			
Racking Type/Description			
Applicability for the Following Roof Types			
Brand/Manufacturer			
Warranty		Years	
Country of Origin		Country	
Flashing			
Flashing Type/Description			
Brand/Manufacturer			
Warranty		Years	
Country of Origin		Country	
Premium Roof Racking Or Skirting, If Applicable (Array Skirting If Offered)			
Racking Type/Description			
Applicability for the Following Roof Types			
Brand/Manufacturer			
Warranty		Years	
Country of Origin		Country	
Ground Mount Racking			
Racking Type/Description			

Brand/Manufacturer			
Warranty		Years	
Country of Origin		Country	
Microinverter			
Brand/Manufacturer			
Type			
Efficiency		%	
Warranty		Years	
Country of Origin		Country	
Optimizer			
Brand/Manufacturer			
Type			
Efficiency		%	
Warranty		Years	
Country of Origin		Country	
Labor and Workmanship Warranties			
Describe the warranty provided for the installer's labor and workmanship? Must be no less than 5-years			
If provided describe the whole array warranty extension offering?			
Describe the roof penetration warranty provided.			
Additional Equipment Offerings			
Other Standard Equipment Options (Specify):			
Other Standard Equipment Options (Specify):			
Other Standard Equipment Options (Specify):			
Other Standard Equipment Options (Specify):			
Other Standard Equipment Options (Specify):			

Solarize Lexington

5. Battery Equipment Specifications

Please fill in all blue cells with the requested information pertaining to the complete energy storage system corresponding to the component costs in the "Pricing" tab. If you need to provide explanatory notes, please use Column D. If providing more than one type of standard equipment with the base pricing, provide the specifications below in "Additional Equipment Offerings". Add rows to specify additional equipment, if needed.

Proposer Instructions

Proposing Firm:			
Energy Storage System Equipment Offerings		Units	Notes
Battery System 1			
Brand/Manufacturer			
Storage Capacity Total (kWh)			
Usable Storage Capacity If Different (kWh)			
Country of Origin		Country	
AC or DC Coupled		AC/DC	
Operating AC Voltage Options		120V/208V/240V	
Dimensions (H x W x D)		inches	
Round Trip Efficiency %		%	
Maximum Supported Breaker Sizing		A	
Power Output (Peak kW and Duration)			
Power Output (Continuous kW)			
Performance Warranty/Guarantee		Years/Cycles	
Mounting Options		Wall/Floor	
Stackable		Yes/No	
Battery System 2 (2nd Vendor Option If Available)			
Brand/Manufacturer			
Storage Capacity Total (kWh)			
Usable Storage Capacity If Different (kWh)			
Country of Origin		Country	
AC or DC Coupled		AC/DC	
Operating AC Voltage Options		120V/208V/240V	
Dimensions (H x W x D)		inches	
Round Trip Efficiency %		%	
Maximum Supported Breaker Sizing		A	
Power Output (Peak kW and Duration)		kW/Time	
Power Output (Continuous kW)		kW	
Performance Warranty/Guarantee		Years/Cycles	
Mounting Options		Wall/Floor	
Stackable		Yes/No	
Additional Equipment Offerings			
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			

Solarize Lexington

6. Services Provided

Please include your answers in the blue cells to corresponding questions below pertaining to customer and campaign services.

Proposer Instructions

Proposing Firm:	0
Customer Services Provided	
System Operation, Maintenance, and Monitoring	
Will the system include monitoring? If so, at what level (system wide or per panel)? If so, please specify the additional cost to the customer and also add this cost in the "Pricing" tab.	
If applicable: For upfront purchased systems, describe any ongoing operations and maintenance services you provide and its associated cost.	
Health / Safety	
Describe your company's practices and policies for ensuring safety for employees on site and customers who may be present on the worksite.	
Provide your company's Experience Modification Rate (EMR) for 2023. (Insurer Provided Accident Rate Index)	
Provide a summary of your business health and safety protocols for installations and interacting with customers on site during the COVID-19 pandemic.	
Roof Related Services	
Will you be able to remove and reinstall the original PV installation should a customer need to complete roof repairs at a later date independent of the PV installation? If so, please specify the additional cost to the customer and also add this cost in the "Pricing" tab.	
Describe the methodology for weatherproofing all roof attachment points made during the installation.	
Are there any roof or ground install types or processes you will not work with?	

Proposer Details

Customer Relations

Describe your intake process for customer leads, methods for screening and customer follow up, and any data tracking systems you use for installations.	
What languages are your customer relations staff capable of communicating in?	
Describe your strategies for a joint marketing strategy with the Lexington-Fayette Urban County Government and partners to expand the number of residential solar installations as part of this program. If applicable, include ideas about community outreach, community partners you would work with, and specific examples of marketing materials you would provide (lawn signs, flyers, mail, etc.).	

Please basic bio details of sales and marketing staff who will support this campaign. Include name, position, location and time in solar sales role.

Proposer Capacity

For standard unfiltered residential leads (excluding Solarize campaigns) what is your 2023 total company average lead to contract conversion rate?	Leads in, contracts out ratio for raw uncurated leads (%) from all residential only sales staff combined
What is your maximum capacity for number of remote roof evaluations you can conduct per week for this campaign?	
What is your maximum capacity for number of in-person site visits you can conduct per week for this campaign?	
What is your maximum capacity for number of PV systems you can install per month for this campaign? Does this installation capacity assume new hires, and if so, how many new hires does it assume?	
What is the maximum total number of systems you can install as contracted through the campaign?	
Describe your ability to handle a large number of leads and projects over a short timeframe.	
Describe a contingency plan if workload exceeds your expectations and capacity.	
Do you have any boundary limitations for providing service within the program area?	

Solarize Lexington 7. Additional System Offerings

Proposer Instructions

Please describe the types of additional non-solar PV offerings you or a sub-contractor can provide and the corresponding price in the blue cells.

Proposing Firm:	
Electrical Services Offered	
Service	Description
Describe your or your sub-contractor's experience in providing electrical upgrade services.	
Roof Repair Services Offered	
Service	Description
Do you have roofing skills in-house? If yes, please specify roofing types covered	
If no, do you have a relationship with an approved roofing contractor? If so please provide name, address and contact point for your approved roofing contractor	
Other Equipment	
Please describe any other equipment that you might offer customers and the prices you will offer them at. (e.g., snow management systems, squirrel guards insulation etc.).	

**Solarize Lexington
8. Community Benefits**

Proposer Instructions

Please include your answers in the blue cells below pertaining to community benefits.

Proposing Firm:	
Employees / Hiring	
Race and Gender Representation	
Is your business women or minority owned?	
What percentage of your staff are women?	
What percentage of your leadership/executive team are women?	
What percentage of your staff are people of color?	
What percentage of your leadership/executive team are people of color?	
Describe any significant efforts to employ women, minorities, residents from underemployed communities, or qualified individuals with criminal records.	
Describe any efforts you have made or will make to hire individuals from the local community in Lexington - Fayette County.	
Describe any processes you have in place to train and educate your operational and administrative staff on solar specific skills and to reduce employee turnover	
Economic Impact	
Do you pay a living wage for all employees based on the city or county where you are located? (use http://livingwage.mit.edu/)	
Is your staff unionized?	
Local Community Impact	
Describe your prior/current efforts making solar inclusive to moderate income residents and/or people of color.	
Describe any prior community building efforts your business has provided to a local community that you work/worked in.	
Describe any community building commitments your firm will make if selected as the chosen installer (e.g., Community service, subsidizing LMI solar costs, donations to non-profits, offering internships or solar job training programs, etc.).	

Solarize Lexington

9. Additional Information

Proposer Instructions

Please include any other additional information is relevant to your bid (300 word limit).

Proposing Firm:	0
Additional Information	
Include any other additional information that is relevant to your bid (300 word limit).	

EXHIBIT B

INSTALLER'S RESPONSE TO RFP #4-2024



SOLAR ENERGY
Solutions



Proposal for the Lexington Solarize Program 2024

Qualifications, Attachments, and
Additional Information

Submitted:
January 25, 2024



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 2,750 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 38 MW of solar in just the last eight 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 around 2,750 projects for governmental, institutional, commercial, and residential customers.



SOLARIZE EXPERIENCE

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

Experience: 12 Solarize Campaigns

- Solarize Lexington 2019, 2023
- Solar Over Louisville 2022,2023
- SUN Indianapolis 2021, 2023
- SUN Boone & Hamilton Counties (IN) 2021, 2023
- Solarize Southwest Virginia 2021
- Solarize Bloomington 2020, 2017
- Solarize Cincinnati 2017



We look forward to using our experience in past programs for the Lexington Solarize 2024 program





SOLAR ENERGY
SOLUTIONS

SESRE.COM

PROJECT MANAGEMENT

In 2024, we are taking Project Management and Operations & Maintenance to a new level as we onboard both the Hubspot and Arrivy platforms to help keep on track through the whole lifecycle of a customer. Everything from incoming leads to scheduling maintenance is now managed through software that works together.

In response to the need to manage the volume of installations we have now and expect to grow considerably, we have expanded our project management team to 4 full-time project managers. Our O&M team comprises a full-time O&M Manager and technician and three other full-time technicians.





WORKFORCE DEVELOPMENT

In 2023, Solar Energy Solutions launched its new Apprenticeship Program in collaboration with the **Kentucky Registered Apprenticeship Program (RAP)**. This initiative is intended not only to build a robust, highly trained workforce but also to make a positive impact on Kentucky's economy.

The **Registered Apprenticeship Program** is an industry-driven, high-quality career pathway where employers like SES actively develop and prepare their future workforce. Individuals participating in this program obtain paid work experience, receive progressive wage increases, benefit from related technical instructions, and attain portable, nationally recognized credentials.

Benefits for Career Seekers in SES's Apprenticeship Program:

- **Earn as you Learn:** Apprentices receive compensation while gaining valuable on-the-job experience.
- **Avoid Student Debt:** This program offers a debt-free alternative to traditional education.
- **Workplace Relevant Skills:** Participants acquire practical skills in the field of their choice.
- **Smooth Transition from School to Career:** SES facilitates a seamless shift from academic studies to a fulfilling career.
- **Jumpstart Your Career:** Apprenticeships at SES provide an accelerated pathway to professional success.

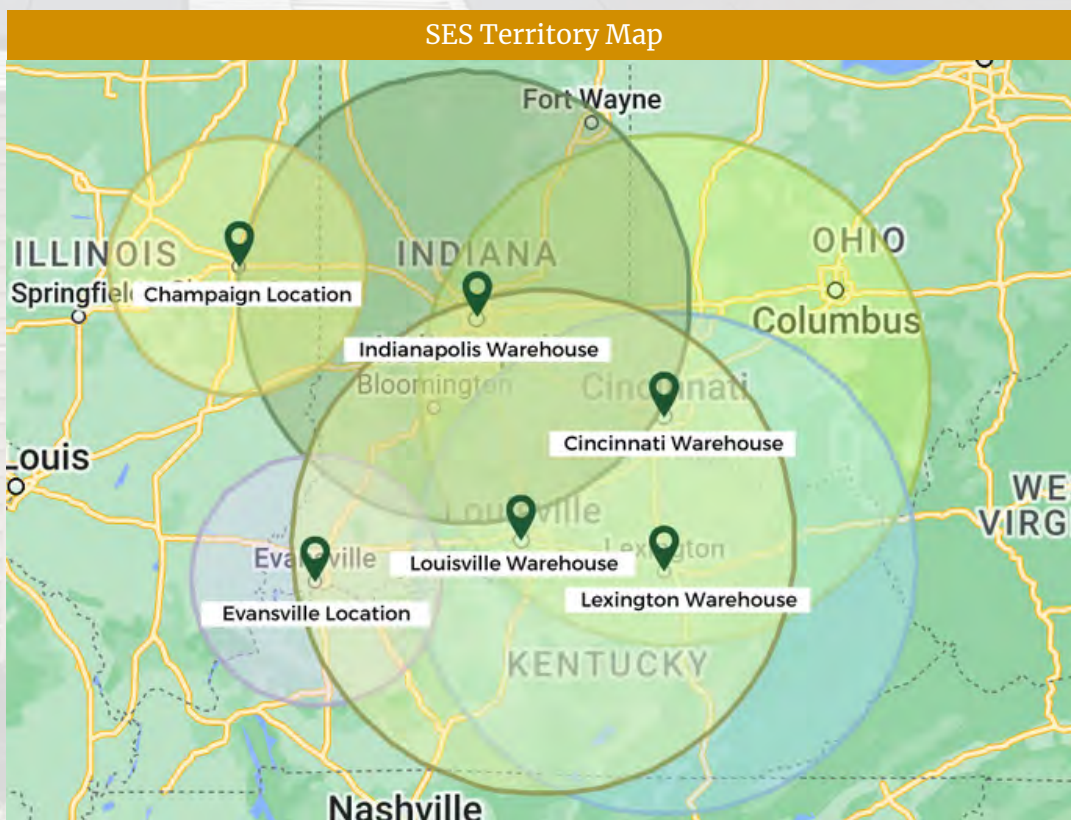




TERRITORY

Solar Energy Solutions was founded in Lexington and has been operating in Kentucky for 17 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; Evansville, IN; and Richmond, VA.

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.



Solar Energy Solutions recently expanded to Richmond Virginia.



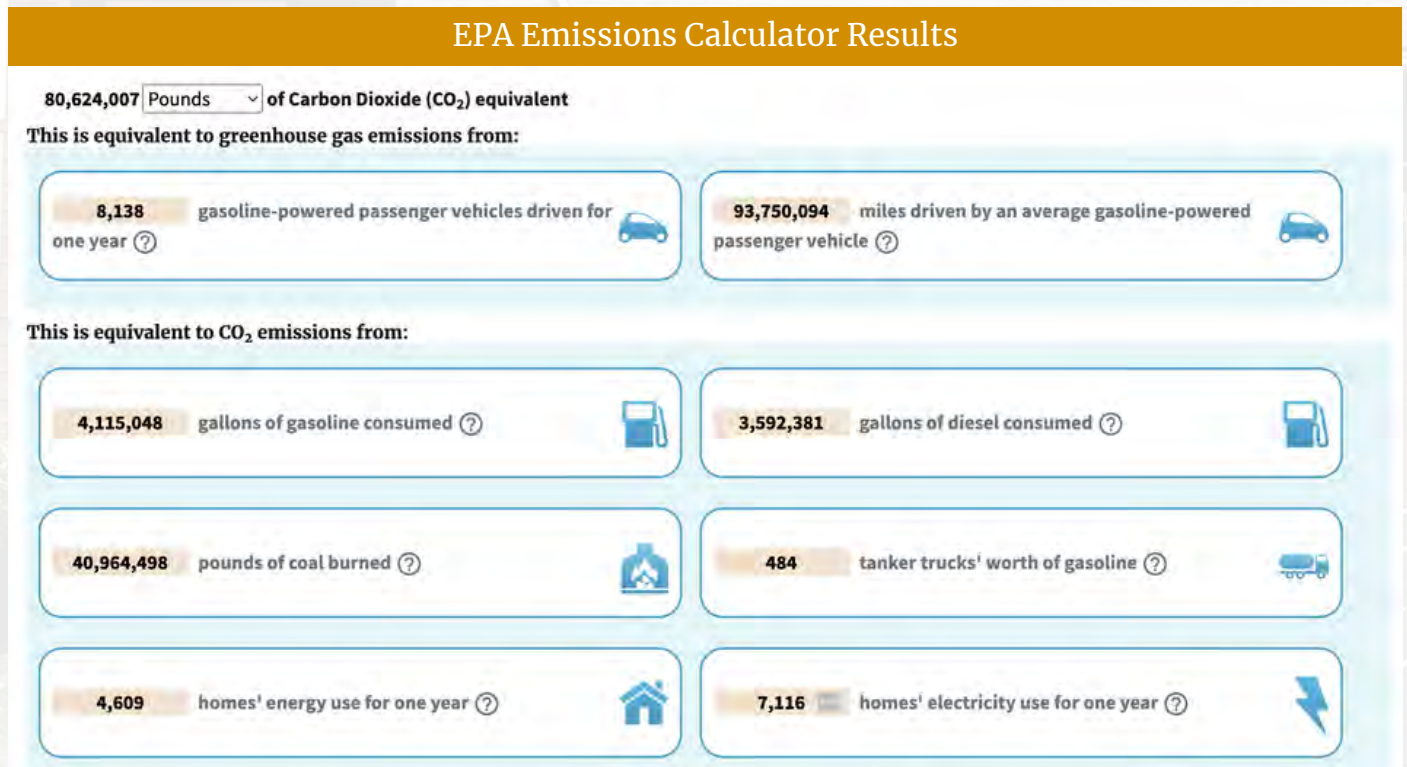
ENVIRONMENTAL BENEFITS

Over Time the Benefits Add up

In the last eight years, Solar Energy Solutions has installed 1686 solar systems and battery storage systems in Kentucky alone. Those installations include over 38 MW of solar. Between 2019 and 2023, SES has also installed over 6,993 kWh hours of backup storage, primarily Tesla Powerwall.

Environmental Benefit: Over 25 years, the environmental benefits of our 38+ MW of installations are enormous. Those systems will produce approximately 51,603,413 kWh of clean energy, calculated with PVWatts.

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





CERTIFICATIONS & LICENSES (ATTACHMENT A)

The full 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. The table below shows the company-wide certifications

Certifications	Members
PE Licences	2
NABCEP Certified PV Installers	7
Journeyman & Master Electricians	5

Solar Energy Solutions NABCEP Certifications In KY:





ELECTRICAL LICENSES (ATTACHMENT A)

Solar Energy Solutions Electrical Licenses In KY:





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: Managers
 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
 Organizer: PARTYMILLER FRANCES E
 Organizer: LOCKWOOD
 Show Assumed Names
 Show Activities

ContactSite Map

Privacy Security Disclaimer

Accessibility

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Kentucky Unbridled Spirit

The information above is still current. However, the website is currently down and has been experiencing issues- <https://www.sos.ky.gov/bus/business-filings/OnlineServices/Pages/default.aspx>. We will provide an up-to-date document as soon as the issue is resolved.



BATTERY TRAINING

(ATTACHMENT A)

Enrollment List

Learner	Email	Company	Learner_Region	Training_Type	CertifiedStatus	# Certified	# Learner
Alex Smith [E]	alex@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Certified	1	1
				Powerwall	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]	cal@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	1
Charlie Deardorff [E]	charlie@sesre.com	Solar Energy Solutions, LLC	NA	Powerwall	Certified	1	1
				Powerwall	Not Certified	0	1
				PW_Sales	Certified	1	1
Clayton Salchli [E]	clayton@sesre.com	Solar Energy Solutions, LLC	NA	Home_Charging	Not Certified	0	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 Solarize Lexington program with durability, quality, and economy in mind.



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



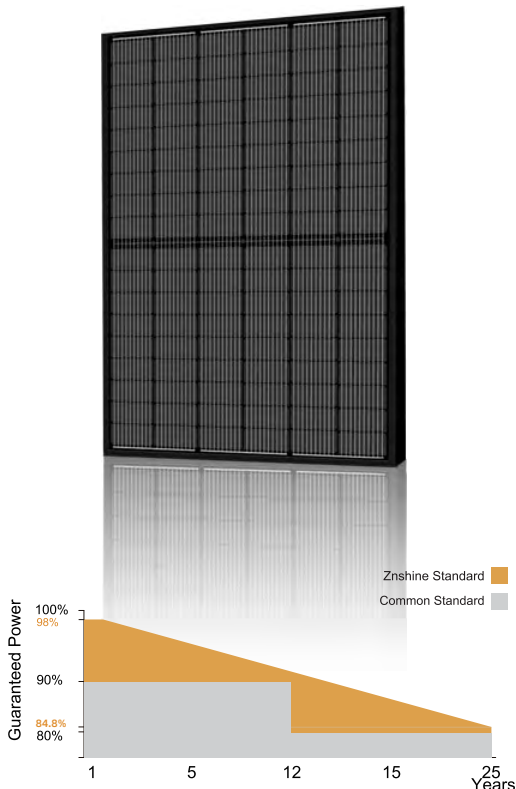
IEC 61215/IEC 61730/IEC 61701/IEC 62716/UL6 1730

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

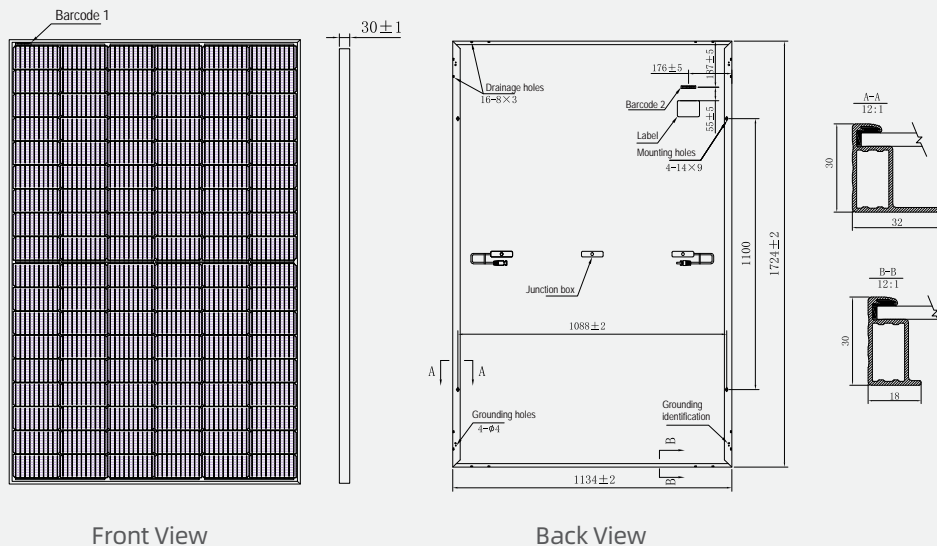
Global, Tier 1 bankable brand, with independently certified advanced automated manufacturing.



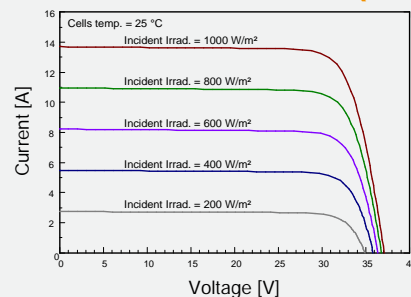
Excellent Quality Management System

Warranted reliability and stringent quality assurances well beyond certified requirements.

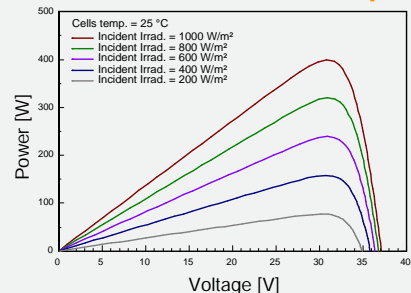
DIMENSIONS OF PV MODULE(mm)



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 Imp(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

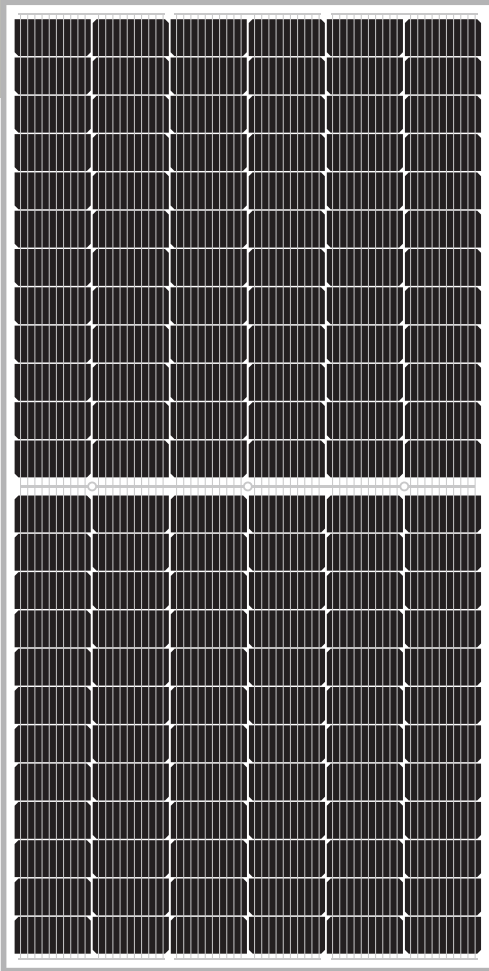


FROM STRENGTH TO STRENGTH IN NATURE

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

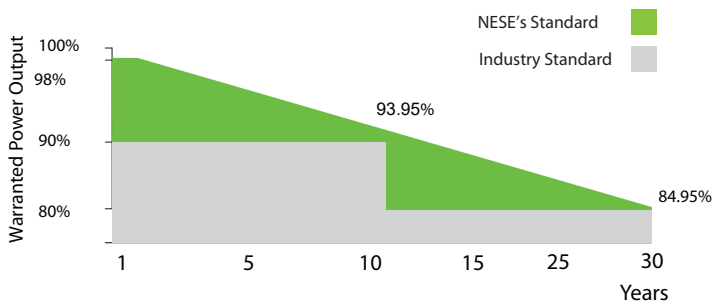
High Salt Mist and Ammonia resistance certified by TUV.

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

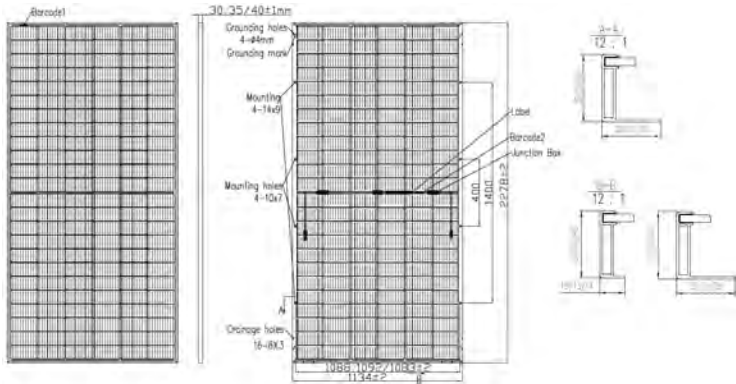
SPECIFICATIONS

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



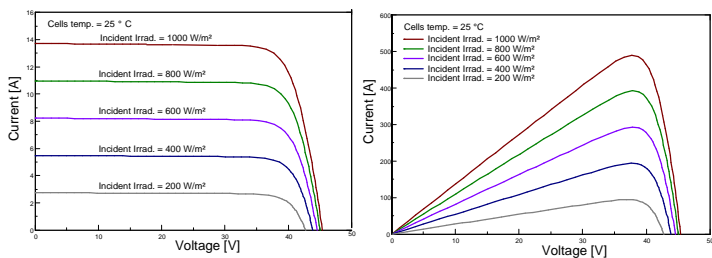
TEMPERATURE RATINGS

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)

Q.TRON BLK M-G2+ SERIES



PRELIMINARY

410 - 430 W_p | 108 Cells
22.4 % Maximum Module Efficiency

MODEL Q.TRON BLK M-G2+



High performance Qcells N-type solar cells

Q.ANTUM NEO Technology with optimized module layout boosts module efficiency up to 22.4%.



A reliable investment

Inclusive 25-year product warranty and 25-year linear performance warranty¹.



Enduring high performance

Long-term yield security with Anti LeTID Technology, Anti PID Technology², Hot-Spot Protect.



Extreme weather rating

High-tech aluminium alloy frame, certified for high snow (5400 Pa) and wind loads (3600 Pa).



Innovative all-weather technology

Optimal yields, whatever the weather with excellent low-light and temperature behaviour.



The most thorough testing programme in the industry

Qcells is the first solar module manufacturer to pass the most comprehensive quality programme in the industry: The new "Quality Controlled PV" of the independent certification institute TÜV Rheinland.

¹ See data sheet on rear for further information.

² APT test conditions according to IEC/TS 62804-1:2015, method A (-1500V, 96h)

The ideal solution for:



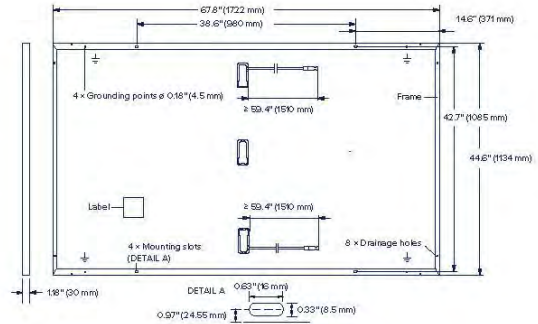
Rooftop arrays on residential buildings



Q.TRON BLK M-G2+ SERIES

Mechanical Specification

Format	67.8 in × 44.6 in × 1.18 in (including frame) (1722 mm × 1134 mm × 30 mm)
Weight	47.2 lbs (21.4 kg)
Front Cover	0.13 in (3.2 mm) thermally pre-stressed glass with anti-reflection technology
Back Cover	Composite film
Frame	Black anodised aluminium
Cell	6 × 18 monocrystalline QANTUM NEO solar half cells
Junction box	2.09-3.98 in × 1.26-2.36 in × 0.59-0.71 in (53-101 mm × 32-60 mm × 15-18 mm), Protection class IP67, with bypass diodes
Cable	4 mm ² Solar cable; (+) ≥ 59.4 in (1510 mm), (-) ≥ 59.4 in (1510 mm)
Connector	Stäubli MC4; IP68



Electrical Characteristics

POWER CLASS	410	415	420	425	430
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MINIMUM PERFORMANCE AT STANDARD TEST CONDITIONS, STC¹ (POWER TOLERANCE +5 W / -0 W)

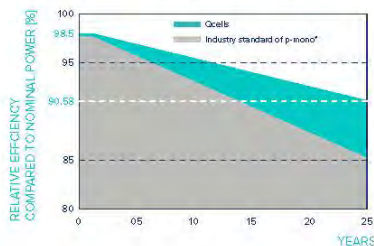
Minimum	Power at MPP ¹	P _{MPP} [W]	410	415	420	425	430
	Short Circuit Current ¹	I _{SC} [A]	13.39	13.42	13.46	13.49	13.53
	Open Circuit Voltage ¹	V _{OC} [V]	38.58	38.61	38.64	38.67	38.70
	Current at MPP	I _{MPP} [A]	12.68	12.75	12.82	12.88	12.95
	Voltage at MPP	V _{MPP} [V]	32.32	32.55	32.77	32.98	33.20
	Efficiency ¹	η [%]	≥ 21.4	≥ 21.6	≥ 21.9	≥ 22.2	≥ 22.4

MINIMUM PERFORMANCE AT NORMAL OPERATING CONDITIONS, NMOT²

Minimum	Power at MPP	P _{MPP} [W]	310.0	313.8	317.6	321.4	325.2
	Short Circuit Current	I _{SC} [A]	10.79	10.82	10.84	10.87	10.90
	Open Circuit Voltage	V _{OC} [V]	36.61	36.63	36.66	36.69	36.71
	Current at MPP	I _{MPP} [A]	9.97	10.03	10.09	10.15	10.21
	Voltage at MPP	V _{MPP} [V]	31.09	31.29	31.48	31.66	31.85

¹Measurement tolerances P_{MPP} ± 3%; I_{SC}; V_{OC} ± 5% at STC; 1000 W/m², 25 ± 2°C, AM 1.5 according to IEC 60904-3 • ²800 W/m², NMOT, spectrum AM 1.5

Qcells PERFORMANCE WARRANTY

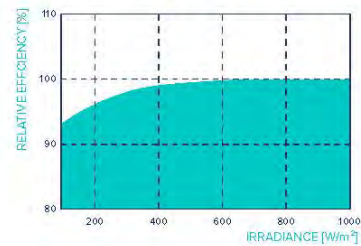


At least 98.5% of nominal power during first year. Thereafter max. 0.33% degradation per year. At least 95.53% of nominal power up to 10 years. At least 90.58% of nominal power up to 25 years.

All data within measurement tolerances. Full warranties in accordance with the warranty terms of the Qcells sales organisation of your respective country.

*Standard terms of guarantee for the 5 PV companies with the highest production capacity in 2021 (February 2021)

PERFORMANCE AT LOW IRRADIANCE



Typical module performance under low irradiance conditions in comparison to STC conditions (25°C, 1000 W/m²).

TEMPERATURE COEFFICIENTS

Temperature Coefficient of I _{SC}	α [%/K]	+0.04	Temperature Coefficient of V _{OC}	β [%/K]	-0.24
Temperature Coefficient of P _{MPP}	γ [%/K]	-0.30	Nominal Module Operating Temperature	NMOT [°F]	109 ± 5.4 (43 ± 3°C)

Properties for System Design

Maximum System Voltage	V _{SYS} [V]	1000 (IEC)/1000 (UL)	PV module classification	Class II
Maximum Series Fuse Rating	[A DC]	20	Fire Rating based on ANSI/UL 61730	C / TYPE 2
Max. Design Load, Push/Pull ³	[lbs / ft ²]	75 (3600 Pa) / 50 (2400 Pa)	Permitted Module Temperature on Continuous Duty	-40°F up to +185°F (-40°C up to +85°C)
Max. Test Load, Push/Pull ³	[lbs / ft ²]	113 (5400 Pa) / 75 (3600 Pa)		

³ See Installation Manual

Qualifications and Certificates

Quality Controlled PV - TÜV Rheinland; IEC 61215:2016; IEC 61730:2016. This data sheet complies with DIN EN 50380.



Qcells pursues minimizing paper output in consideration of the global environment.

Note: Installation instructions must be followed. Contact our technical service for further information on approved installation of this product.
 Hanwha Q CELLS America Inc. 400 Spectrum Center Drive, Suite 1400, Irvine, CA 92618, USA | TEL +1 949 748 59 96 | EMAIL hq-inquiry@qcells.com | WEB www.qcells.com

qcells

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 Residential Installations

S440 / S500 / S500B / S650B



POWER OPTIMIZER

Enabling PV power optimization at the module level

- Specifically designed to work with SolarEdge residential inverters
- Mitigates all types of module mismatch loss, from manufacturing tolerance to partial shading
- Detects abnormal PV connector behavior, preventing potential safety issues*
- Faster installations with simplified cable management and easy assembly using a single bolt
- Module-level voltage shutdown for installer and firefighter safety
- Flexible system design for maximum space utilization
- Superior efficiency (99.5%)
- Compatible with bifacial PV modules

* Functionality subject to inverter model and firmware version

/ Power Optimizer

For Residential Installations

S440 / S500 / S500B / S650B

	S440	S500	S500B	S650B	UNIT
INPUT					
Rated Input DC Power ⁽¹⁾	440	500		650	W
Absolute Maximum Input Voltage (Voc)	60		125	85	Vdc
MPPT Operating Range	8 – 60		12.5 – 105	12.5 - 85	Vdc
Maximum Short Circuit Current (Isc) of Connected PV Module	14.5		15		Adc
Maximum Efficiency		99.5			%
Weighted Efficiency		98.6			%
Oversoltage Category		II			
OUTPUT DURING OPERATION					
Maximum Output Current		15			Adc
Maximum Output Voltage	60		80		Vdc
OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM INVERTER OR INVERTER OFF)					
Safety Output Voltage per Power Optimizer		1 ± 0.1			Vdc
STANDARD COMPLIANCE⁽²⁾					
EMC	FCC Part 15 Class B, IEC61000-6-2, IEC61000-6-3, CISPR11, EN-55011				
Safety	IEC62109-1 (class II safety), UL1741				
Material	UL94 V-0, UV Resistant				
RoHS	Yes				
Fire Safety	VDE-AR-E 2100-712:2018-12				
INSTALLATION SPECIFICATIONS					
Maximum Allowed System Voltage		1000			Vdc
Dimensions (W x L x H)	129 x 155 x 30		129 x 165 x 45		mm
Weight	720		790		gr
Input Connector	MC4 ⁽³⁾				
Input Wire Length	0.1				m
Output Connector	MC4				
Output Wire Length	(+) 2.3, (-) 0.10				m
Operating Temperature Range ⁽⁴⁾	-40 to +85				°C
Protection Rating	IP68				
Relative Humidity	0 – 100				%

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

(2) For details about CE compliance, see Declaration of Conformity – CE.

(3) For other connector types please contact SolarEdge.

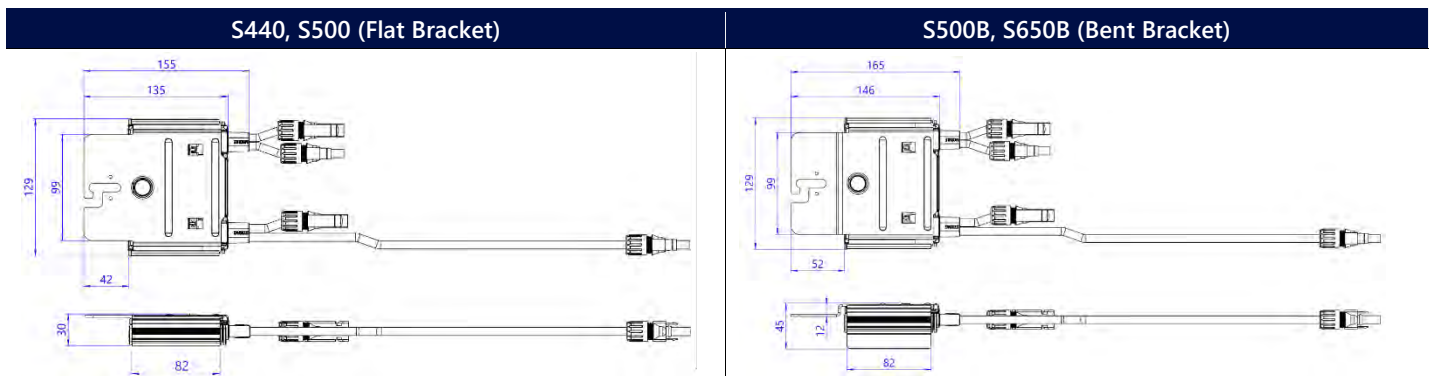
(4) Power de-rating is applied for ambient temperatures above +85°C for S440 and S500, and for ambient temperatures above +75°C for S500B. Refer to the Power Optimizers Temperature De-Rating Technical Note for details.

PV System Design Using a SolarEdge Inverter ⁽⁵⁾		SolarEdge Home Wave Inverter Single Phase	SolarEdge Home Short String Inverter Three Phase	Three Phase for 230/400V Grid	Three Phase for 277/480V Grid	
Minimum String Length (Power Optimizers)	S440, S500	8	9	16	18	
	S500B, S650B	6	8		14	
Maximum String Length (Power Optimizers)		25	20		50	
Maximum Continuous Power per String		5700	5625	11,250	12,750	W
Maximum Allowed Connected Power per String ⁽⁶⁾ (In multiple string designs, the maximum is permitted only when the difference in connected power between strings is 2,000W or less)		6800 ⁽⁷⁾	See ⁽⁶⁾	13,500	15,000	W
Parallel Strings of Different Lengths or Orientations						Yes

(5) It is not allowed to mix S-series and P-series Power Optimizers in new installations in the same string.

(6) If the inverter's rated AC power ≤ maximum continuous power per string, then the maximum connected power per string will be able to reach up to the inverters maximum input DC power. Refer to the Single String Design Guidelines application note.

(7) For inverters with a rated AC power ≥ 8000W that are connected to at least two strings.



Tesla Solar Inverter with Solar Shutdown Device

Tesla Solar Inverter completes the Tesla home solar system, converting DC power from solar to AC power for home consumption. Tesla's renowned expertise in power electronics has been combined with robust safety features and a simple installation process to produce an outstanding solar inverter that is compatible with both Solar Roof and traditional solar panels. Once installed, homeowners use the Tesla mobile app to manage their solar system and monitor energy consumption, resulting in a truly unique ecosystem experience.

KEY FEATURES

- Built on Powerwall technology for exceptional efficiency and reliability
- Wi-Fi, Ethernet, and cellular connectivity with easy over-the-air updates
- Designed to integrate with Tesla Powerwall and Tesla App
- 0.5% revenue-grade metering for Solar Renewable Energy Credit (SREC) programs included
- 3.8 kW and 7.6 kW models available



Tesla Solar Inverter Technical Specifications

Electrical Specifications:	Model Number	1534000-xx-y	1538000-xx-y
Output (AC)	Output (AC)	3.8 kW	7.6 kW
	Nominal Power	3,800 W	7,600 W
	Maximum Apparent Power	3,328 VA at 208 V 3,840 VA at 240 V	6,656 VA at 208 V 7,680 VA at 240 V
	Maximum Continuous Current	16 A	32 A
	Breaker (Overcurrent Protection)	20 A	40 A
	Nominal Power Factor	1 - 0.9 (leading / lagging)	
	THD (at Nominal Power)	<5%	

Electrical Specifications:	MPPT	2	4
Input (DC)	Input Connectors per MPPT	1-2	1-2-1-2
	Maximum Input Voltage	600 VDC	
	DC Input Voltage Range	60 - 550 VDC	
	DC MPPT Voltage Range	60 - 480 VDC ¹	
	Maximum Current per MPPT (I_{MP})	13 A ²	
	Maximum Short Circuit Current per MPPT (I_{SC})	17 A ²	
	¹ Maximum current.		
	² Where the DC input current exceeds an MPPT rating, jumpers can be used to allow a single MPPT to intake additional DC current up to 26 A I_{MP} / 34 A I_{SC} .		

Performance Specifications	Peak Efficiency	98% at 208 V 98.1% at 240 V	98.4% at 208 V 98.6% at 240 V
	CEC Efficiency	97.5% at 208 V 97.5% at 240 V	97.5% at 208 V 98.0% at 240 V
	Allowable DC/AC Ratio	1.7	
	Customer Interface	Tesla Mobile App	
	Internet Connectivity	Wi-Fi (2.4 GHz, 802.11 b/g/n), Ethernet ³ , Cellular (LTE/4G) ⁴	
	Factory-Installed Revenue Grade Meter	Revenue Accurate (+/- 0.5%) ³	
	AC Remote Metering Support	Wi-Fi (2.4 GHz, 802.11 b/g/n)	
	Protections	Integrated arc fault circuit interrupter (AFCI), Rapid Shutdown	
	Supported Grid Types	60 Hz, 240 V Split Phase 60 Hz, 208 V Wye	
	Warranty	12.5 years	

³Applicable to Tesla Solar Inverter with Site Controller (1538000-45-y) only.

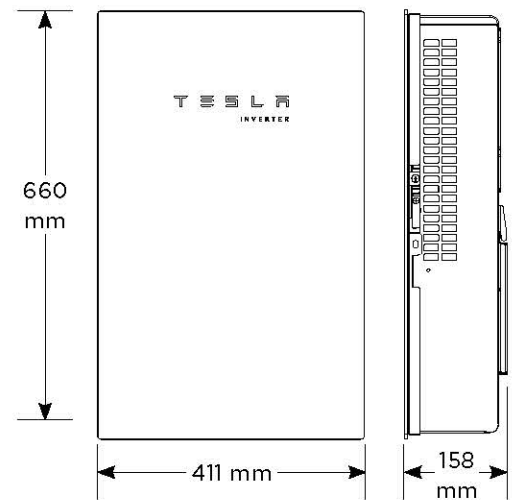
⁴Cellular connectivity subject to network operator service coverage and signal strength.

Tesla Solar Inverter Technical Specifications

Mechanical Specifications

Dimensions

660 mm x 411 mm x 158 mm (26 in x 16 in x 6 in)



Weight

52 lb⁵

Mounting Options

Wall mount (bracket)

⁵Door and bracket can be removed for a mounting weight of 37 lb.

Environmental Specifications

Operating Temperature

-30°C to 45°C (-22°F to 113°F)⁶

Operating Humidity (RH)

Up to 100%, condensing

Storage Temperature

-30°C to 70°C (-22°F to 158°F)

Maximum Elevation

3000 m (9843 ft)

Environment

Indoor and outdoor rated

Enclosure Rating

Type 3R

Ingress Rating

IP55 (Wiring compartment)

Pollution Rating

IP55 for power electronics and terminal wiring compartment, IP2X for all other components

Operating Noise @ 1 m

< 40 db(A) nominal, < 50 db(A) maximum

⁶For the 7.6 kW Tesla Solar Inverter, performance may be de-rated to 6.2 kW at 240 V or 5.37 kW at 208 V when operating at temperatures greater than 45°C.

Compliance Information

Grid Certifications

UL 1741, UL 1741 SA, UL 1741 SB, IEEE 1547, IEEE 1547.1

Safety Certifications

UL 1741 PVRSS, UL 1699B, UL 1998 (US), UL 3741

Emissions

EN 61000-6-3 (Residential), FCC 47CFR15.109 (a)

Solar Shutdown Device Technical Specifications

The Solar Shutdown Device is a Mid-Circuit Interrupter (MCI) and is part of the PV system rapid shutdown (RSD) function in accordance with Article 690 of the applicable NEC. When paired with Tesla Solar Inverter, solar array shutdown is initiated by any loss of AC power.

Electrical Specifications	Model	MCI-1	MCI-2
	Nominal Input DC Current Rating (I_{MP})	12 A	13 A
	Maximum Input Short Circuit Current (I_{SC})	19 A	17 A
	Maximum System Voltage (PVHCS)	600 V DC	1000 V DC ⁷
	⁷ Maximum System Voltage is limited by Tesla Solar Inverter to 600 V DC.		
RSD Module Performance	Maximum Number of Devices per String	5	5
	Control	Power Line Excitation	Power Line Excitation
	Passive State	Normally Open	Normally Open
	Maximum Power Consumption	7 W	7 W
	Warranty	25 years	25 years
Environmental Specifications	Operating Temperature	-40°C to 50°C (-40°F to 122°F)	-45°C to 70°C (-49°F to 158°F)
	Storage Temperature	-30°C to 70°C (-22°F to 158°F)	-30°C to 70°C (-22°F to 158°F)
	Enclosure Rating	NEMA 4X / IP65	NEMA 4X / IP65
Mechanical Specifications	Electrical Connections	MC4 Connector	MC4 Connector
	Housing	Plastic	Plastic
	Dimensions	125 x 150 x 22 mm (5 x 6 x 1 in)	173 x 45 x 22 mm (6.8 x 1.8 x 1 in)
	Weight	350 g (0.77 lb)	120 g (0.26 lb)
	Mounting Options	ZEP Home Run Clip M4 Screw (#10) M8 Bolt (5/16") Nail / Wood screw	Wire Clip
Compliance Information	Certifications	UL 1741 PVRSE, UL 3741, PVRSA (Photovoltaic Rapid Shutdown Array)	
	RSD Initiation Method	PV System AC Breaker or Switch	

UL 3741 PV Hazard Control (and PVRSA) Compatibility

The following categories of solar module meet the UL 3741 PVHCS listing when installed with Tesla Solar Inverter and Solar Shutdown Devices.

Tesla Solar Roof

[PV Hazard Control System: BIPV compliance document](#)

Tesla or Hanwha (Q.Peak Duo BLK or BLK-G6+) Modules certified for use with ZEP racking

[PV Hazard Control System: ZS PVHCS compliance document](#)

Other module and racking combinations

[PV Hazard Control System: Generic PV Array compliance document](#)

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

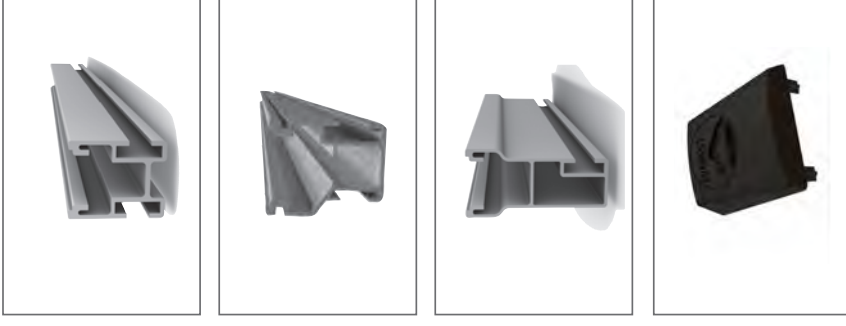
Enphase IQ Envoy

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



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 48x 166", Mill
4000663	CrossRail 48x 166", Dark
4000675	CrossRail 48x 175", Mill

CrossRail L

Part Number	Description
4000695	CrossRail 48xL 166", Mill
4000705	CrossRail 48xL 166", 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 30x45mm
4000430	CR EC Dark, 30x0mm, Shar ed RL 30x45mm
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

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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

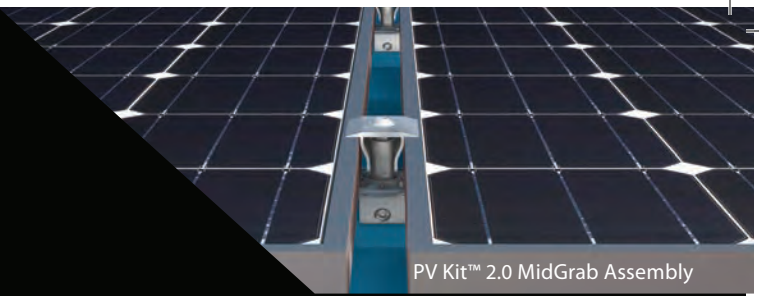
PV Kit™ 2.0 EdgeGrab Assembly

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.

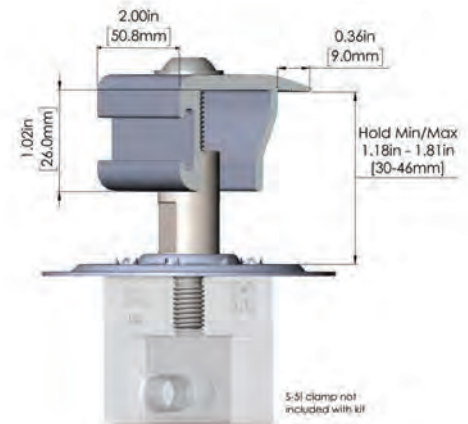
The Module Placement Bevel Guide makes the module placement easier. The mounting disk is multi-directional and rails are not required. The PV grab ears, holding the solar panels in place, are broader to allow for ease of installation and precise module engagement.

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.

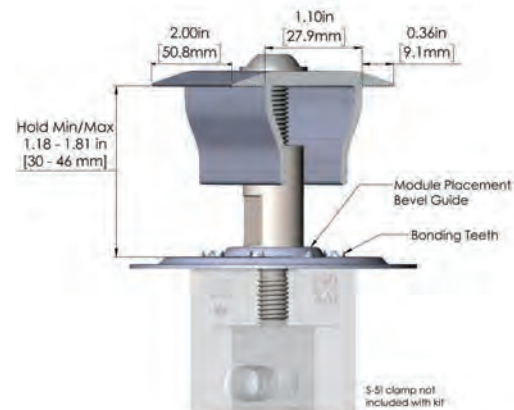
Wind dynamics are complex; thus, each system should be reviewed by a qualified licensed professional who understands wind effects prior to purchase and installation. For more detailed information including specifications, installation instructions, and CAD drawings, visit www.S-5.com or your PV Kit 2.0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

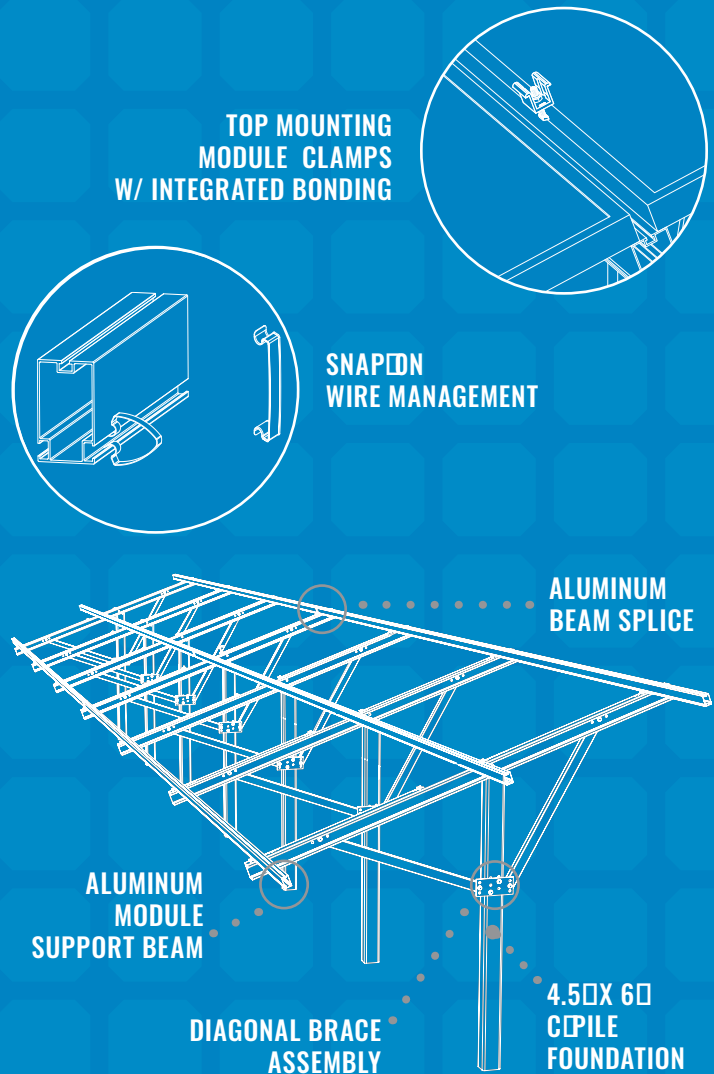
EXPERIENCE THAT MAKES A DIFFERENCE

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



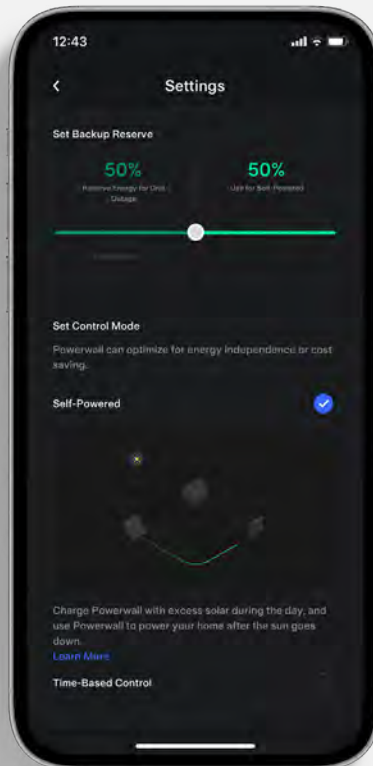
Car Charging

24/7 Control

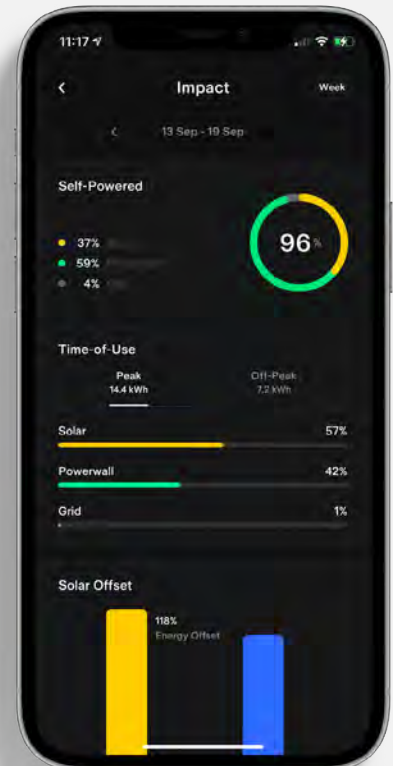
Monitor your energy production and consumption in real time and optimise your system for energy independence, outage protection and savings.



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

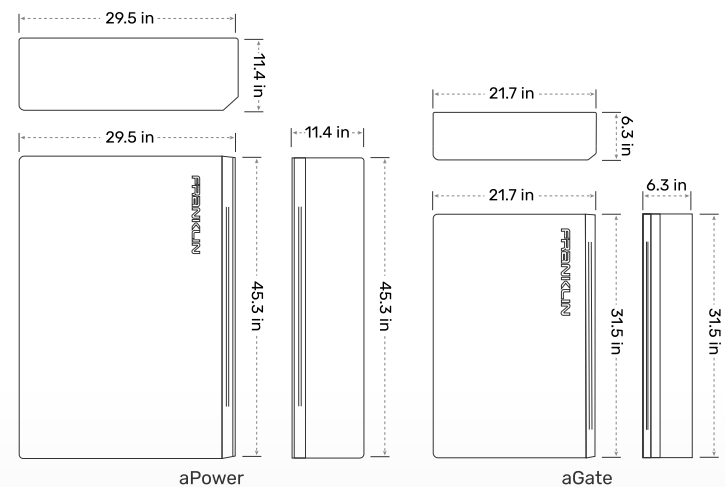
Mechanical

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

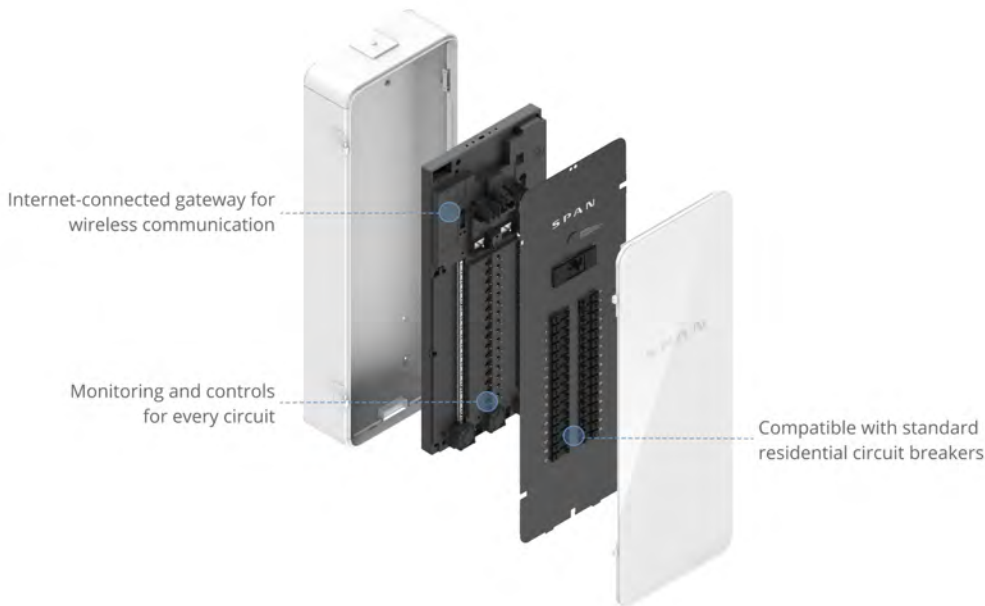




SPAN

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

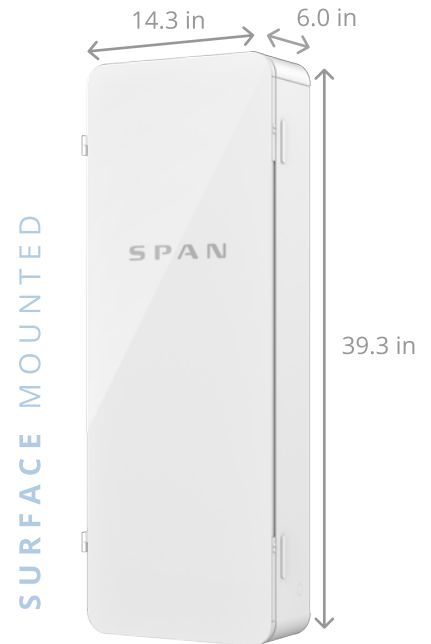
Enclosure Dimensions	39.3 x 14.3 x 6.0 in (998 x 362 x 153 mm)
Flush Trim Kit Dimensions	44.2 x 15.9 in (1123 x 405 mm)
Mounting Options	Wall mounted, flush or surface
Weight	75 lbs (34 kg)

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





SOLAR ENERGY SOLUTIONS

CERTIFICATE OF INSURANCE (ATTACHMENT C)



CERTIFICATE OF LIABILITY INSURANCE

SOLAENE-01

JMARION

DATE (MM/DD/YYYY)
12/20/2023

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

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

PRODUCER AssuredPartners NL 435 North Whittington Parkway, Suite 300 Louisville, KY 40222		CONTACT NAME: Jackson Marion PHONE (A/C, No, Ext): (502) 259-9304 1304 FAX (A/C, No): (502) 259-9304 E-MAIL ADDRESS: Jackson.marion@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : West Bend Mutual Insurance Company NAIC # 15350	
INSURED Solar Energy Solutions LLC 1038 Brentwood Ct, Ste. B Lexington, KY 40511		INSURER B : Kentucky Associated General Contractors	
		INSURER C : Houston Casualty Company 42374	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	B216504	1/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		B216504	1/1/2023	4/1/2024	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 LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			B216504	1/1/2023	4/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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	N/A	022592-23	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 4,500,000 E.L. DISEASE - EA EMPLOYEE \$ 4,500,000 E.L. DISEASE - POLICY LIMIT \$ 4,500,000
C	Professional Liabil			HCC2368850	1/1/2023	4/1/2024	Professional Liab \$ 1,000,000
C	Contractors Poll			HCC2368850	1/1/2023	4/1/2024	Contractors Poll \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Quantum Business Centre 10370 Bluegrass Parkway Louisville KY 40299
 The Landlord, Weston Inc., Landlord's Managing Agent & Landlord's Mortgagee shall be included as an Additional Insured as provided in form CG 2011 (or an equivalent form) on the General Liability and Automobile Liability as respects to the following property being leased by the tenant. Coverage is Primary/Non-Contributory and Waiver of Subrogation applies in favor of Certificate Holder.

CERTIFICATE HOLDER Weston, Inc. & BCC 4 & 5 LLC 4760 Richmond Road Warrensville Heights, OH 44128	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
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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 the on-line proposal:

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



- Please note that the discount field in the proposal will need to be fine-tuned, and there is an example.
- This example location is outside of Lexington, but the utility information has been updated for Lexington.

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 Lexington 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 Lexington area with high-quality solar systems at a discounted program rate.

Solar Energy Solutions was founded in 2006 and has served Kentucky for over 17 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 Lexington 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 nearly 2,750 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 Lexington-Fayette Urban Council Government (LFUCG) 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

\$26,445

Total System Price

\$18,512

Net System Price

12,696 kWh

Estimated Annual
Solar Generation



Your Solution

Solar Panels

Znshinesolar

10.250 kW Total Solar Power

25 x 410 Watt Panels (ZXM7-SH108 410)

12,696 kWh per year

Power Optimizer

440 W Power Optimizer For Residential Installations

25 x S440

Inverter

SolarEdge Technologies Ltd.

10.000 kW Total Inverter Rating

1 x Energy Hub SE11400H-US [208V]

2-Year Workmanship Warranty Extension

Extends Workmanship Warranty to total of 5 years as part of a local Solarize Campaign

1 x Additional 2-year Solarize Warranty Extension

The price per watt of this system, including any upgrades and additions, is 2.58.

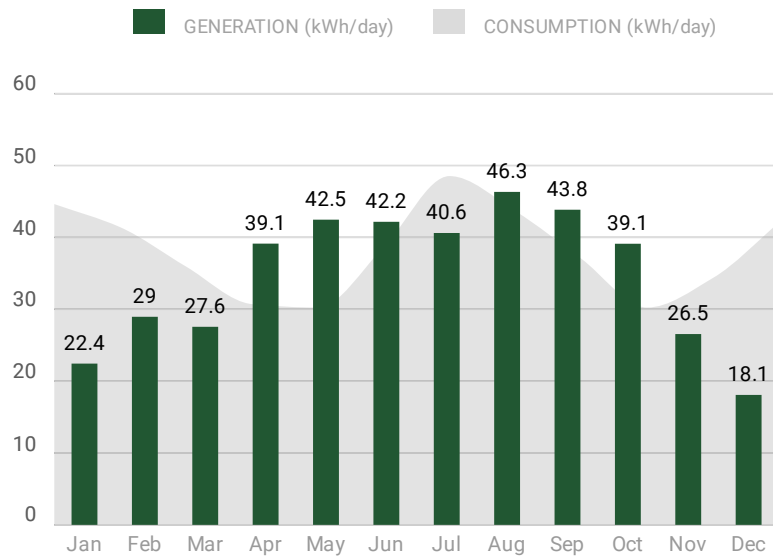
The manufacturer warranties for the system components are: Warranties: 12 Year Panel Product Warranty, 25 Year Panel Performance Warranty, 12 Year Inverter Product Warranty

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

91%
Energy From Solar



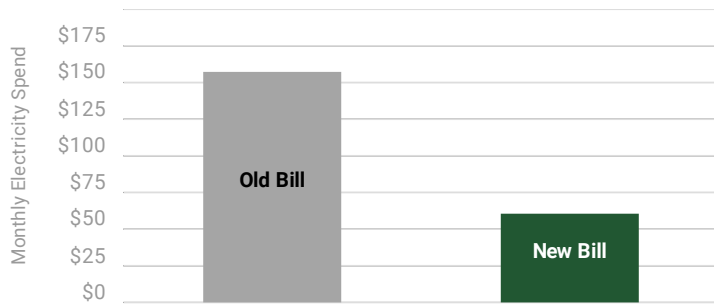
38%
Self-consumption

62%
Export to grid

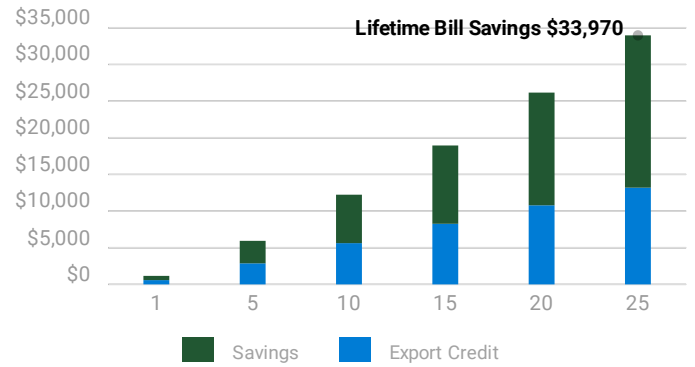
System Performance Assumptions: System Total losses: 19.9%, Inverter losses: 1.5%, Optimizer losses: 1.4%, Shading losses: 5.6%, Performance Adjustment: 0%, Output Calculator: System Advisor Model 2020.02.29.r2. Panel Orientations: 25 panels with Azimuth 183 and Slope 37.

Electricity Bill Savings

First Year Monthly Bill Savings



Cumulative Bill Savings



Month	Solar Generation (kWh)	Electricity Consumption before solar (kWh)	Electricity Imported after solar (kWh)	Electricity Exported after solar (kWh)	Export Credit (\$)	Utility Bill before solar (\$)	Utility Bill after solar (\$)	Cumulative Energy Credit (\$)	Estimated Savings (\$)
Jan	696	1,384	1,077	389	29	185	119	0	66
Feb	811	1,160	854	505	37	156	82	0	74
Mar	854	1,114	777	517	38	152	73	0	79
Apr	1,174	922	546	799	59	128	24	0	105
May	1,316	937	509	888	65	131	16	0	114
Jun	1,265	1,159	646	752	55	157	39	0	118
Jul	1,259	1,504	871	625	46	200	76	0	123
Aug	1,436	1,353	771	855	63	181	47	0	134
Sep	1,315	1,111	659	864	64	151	33	0	119
Oct	1,213	937	611	886	65	131	26	0	105
Nov	796	1,031	762	527	39	141	70	0	72
Dec	560	1,303	1,067	325	24	175	122	0	53

Your projected energy cost is calculated by considering a 3% 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 13915 kWh per year, assuming Residential Service Electricity Tariff.

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: Price

25 x ZXM7-SH108 410 410 Watt Panels (Znshinesolar) 1 x Energy Hub SE11400H-US [208V] (SolarEdge Technologies Ltd.) 25 x S440, 1 x Additional 2-year Solarize Warranty Extension	
Standard System Price	\$34,796.05
Discount	\$-8,351.05 This is an example only to show format
Total System Price	\$26,445.00
Purchase Price	\$26,445.00
Deposit Payable	\$5,289.00

Additional Incentives

Federal Investment Tax Credit (ITC) <small>The Federal Solar Tax Credit or The Federal Investment Tax Credit (ITC) for installations energized in 2023.</small>	\$7,933.50
Net System Cost	\$18,511.50

Payment Milestones

i. Deposit <small>20% on or prior to order (the Retainer)</small>	5,289.00
ii. Delivery of Goods & Installation <small>50% upon delivery of goods on site and commencement of installation</small>	13,222.50
iii. System Activation (Power Production) <small>30% and all balances upon system activation (power production)*</small>	7,933.50
Total	26,445.00

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

91%
Of CO₂, SO_x & NO_x

8 tons
Avoided CO₂ per year

Over System Lifetime

147,407
Car miles avoided

1,526
Trees planted

170
Long haul flights avoided

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 25 2024, (“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>	\$5,289.00
ii. Delivery of Goods & Installation <i>50% upon delivery of goods on site and commencement of installation</i>	\$13,222.50
iii. System Activation (Power Production) <i>30% and all balances upon system activation (power production)*</i>	\$7,933.50
Total	\$26,445.00

*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 or the maximum amount allowed by law, computed at 30 days from the date of the invoice. The 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 25 2024

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

25 x S440, 1 x Additional 2-year Solarize Warranty Extension
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

TOTAL COST INSTALLED

\$ 26445.00

\$ 7933.50 Estimated Incentives (30 % Federal Tax Credit, estimated SREC value, and all others if applicable).*

\$ 18511.50 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 thru the final day of install, I was very impressed with the continued communication thru-out 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 getting 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 from OpenSolar. Please visit www.opensolar.com/proposal-disclaimer for additional disclosures from OpenSolar.



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WORKMANSHIP WARRANTY (ATTACHMENT F)



SOLAR ENERGY
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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



Limited Warranty for Solar Systems and Battery Storage

This Limited Warranty applies to the Solar System installed on the address identified above (the "Address"). Solar Insure will pay to repair or replace the Solar System panels, inverters, batteries and software monitoring (the "Component(s)") if they are defective or fail to work as intended, subject to the terms and conditions set forth below.

Territory	Coverage
USA, US Territories	Parts, Labor and Limited Warranty

Terms and Conditions

- Warranty coverage begins on the date that the Solar System is installed on the property by a properly licensed contractor (the "Start Date") and continues for 30 years. Battery product coverage ends 20 years after the installation date.
- Solar Insure will pay for both the parts and labor necessary to, at its option, repair or replace Components that are defective or fail to work as intended. This includes shipping costs and labor costs related to uninstalling defective Component(s) and re-installing repaired or replacement Component(s). If Solar Insure is unable to replace a Component and repair is not commercially practicable or cannot be timely made, then Solar Insure may refund the cost of the Component.
- Repair or replacement will be made with identical new or re-manufactured Component(s). If identical new or re-manufactured Component(s) are not available, then repair or replacement may be made with parts that differ in size, color, shape, model number, and/or power level. Replaced Component(s) shall be returned to Solar Insure and become Solar Insure property.
- Internet connectivity and software monitoring permissions must be enabled throughout coverage term.
- This Limited Warranty may be transferred to subsequent owners of the property. However, if the Solar System or any of its Components are sold or transferred to another location, then this Limited Warranty shall terminate immediately upon such sale or transfer.
- If a Component is returned to Solar Insure as a result of a claim made under this Limited Warranty and is found not to be defective, then you are responsible for the return shipping costs.
- Solar Insure warrants the battery product retains at least 30% of Nominal Energy at the end of the warranty period, so long as the system is operated under normal use per the operation and installation manual provided by the manufacturer. The "Nominal Energy" refers to the initial rated capacity of the battery module, as measured at the DC side.
- Solar Insure does not warrant or guarantee a specific power output, and the inability of the Solar System to generate a specific power output does not necessarily mean that a Component is defective.
- The remedies set forth in this Limited Warranty are the sole and exclusive remedies for defects in the Solar System and/or its Components. Any repair or replacement work performed under this Limited Warranty shall not extend the term of the warranty.

Exclusions:

The following are excluded and therefore not covered by this Warranty:

- Solar Systems and Components sold and/or installed outside the United States and its territories.
- Components which have had a serial number altered, defaced, or removed.
- Solar Systems and Components installed on a mobile home, vehicle, or vessel.
- Damage and/or failure caused by: accident; misuse; abuse; neglect; improper installation; installation not in conformance with Component specifications, manuals, or instructions; operation not in conformance with operation manuals and instructions; improper sizing; and/or rodent or insect infestation.
- Damage and/or failure caused by flying objects or environmental pollution (e.g. soot, salt, acid rain).
- Damage and/or failure caused by devices and/or parts other than the Component(s) themselves including firmware updates.
- Damage and/or failure caused by improper or incorrectly performed maintenance, operation, unauthorized removal, or modification.
- Damage and/or failure caused by repairs (other than repairs made pursuant to this warranty) not in accordance with the manufacturer's instructions or made by unlicensed technicians.
- Damage and/or failure caused by inappropriate handling during storage, packaging or transportation.
- Damage and/or failure caused by non-compliance with applicable electric & building codes.
- Damage and/or failure caused by natural forces (e.g. earthquakes, floods, lightning, hurricanes, heavy snow, fire, etc.), power failures, power surges or other unforeseen circumstances that are not related to a defect in the Solar System or the Components;
- Damage and/or failure caused by normal wear and tear.
- Damage to Component(s) caused by the use of unauthorized parts or equipment or by unauthorized system changes.

CLAIMS PROCEDURE

To make a claim under this Limited Warranty, immediately notify the authorized Solar Insure representative, or contact Solar Insure in writing at:

SOLARINSURE, INC. • 555 ANTON BLVD Suite 150 • Costa Mesa, CA,
Ph: (714)-625-8204 • Fax: (714)625-8290

Claims: <http://www.solarinsure.com/warranty-claim>

Except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose for the Solar System and its Components is limited to the duration of this Limited Warranty. Under no circumstances shall Solar Insure be liable for any incidental, special or consequential damages including, without limitation, lost good will, lost revenues or profits, work stoppage, impairment of other goods, loss of use, and/or injury to persons or property arising out of or related to the Solar System or its Components. Solar Insure's total liability, if any, shall not exceed the invoice price paid by the customer for the Solar System. Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This limited warranty gives the customer specific legal rights; customers may also have the rights that vary from state to state.



STANDARD TOOLS/SOFTWARE (ATTACHMENT G)

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.

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.

Helioscope & Energy Tool Base

For commercial designs and large systems, SES uses Helioscope. Helioscope is the gold standard in solar design software for larger systems. HelioScope simplifies the process of engineering by integrating easy layout tools with performance modeling. HelioScope offers CAD-caliber layouts that can be integrated with Energy Tool Base for financial calculations



STANDARD TOOLS/SOFTWARE (ATTACHMENT G)

HubSpot

SES has, for the last five years, managed its sales process through CRM software. Starting in 2024, SES upgraded that software to HubSpot, which allows us to better track where customers are and integrate other software like Arrivy, Quickbooks, Etc. HubSpot has more filtering features, which also allow salespeople to better understand where their contacts are in the sales process. In this transition we have incorporated the work flow that was developed over the last 4-5 years with Job Nimbus.

Arrivy

The Arrivy Operations Cloud for service is being onboarded now. It will equip SES with the tools to streamline operations, enhance collaboration, and exceed customer expectations. Arrivy streamlines ordinary day-of experiences and ensures a seamless transition from warehouse to field service.

Elevated Customer Experience with Arrivy

Arrivy will ensure end-to-end transparency and bridge the gap between our crews and customers. From pre-appointment reminders and real-time ETA's to live location reporting, Arrivy will keep customers informed on the day of service.

Arrivy will also allow us to simplify onsite paperwork for site visits, installations, and service.



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STANDARD LOAN AGREEMENT (ATTACHMENT H)

Standard loan agreement contract language on the next page along with the Credit Human Rate Sheet



**UCC SECURED SOLAR
LOAN AGREEMENT**



1703 Broadway
San Antonio, TX 78215
210-258-1234
CreditHuman.com

Member Name and Address (1)	Member Name and Address (2)	Effective Date (e)	
		Maturity Date (e)	Interest Rate %

Merchant Name

FEDERAL TRUTH-IN-LENDING DISCLOSURE

ANNUAL PERCENTAGE RATE	FINANCE CHARGE (e)	AMOUNT FINANCED (e)	TOTAL OF PAYMENTS (e)
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 when you have made all payments as scheduled.
%	\$	\$	\$

Your Payment Schedule Will Be (e)

Number of Payments	Amount Of Payments (e)	When Payments Are Due* (e)
	\$	
	\$	

PREPAYMENT: If you pay off your loan early, you will not have to pay a penalty.

REQUIRED DEPOSIT: The annual percentage rate does not take into account your required deposit, if any.

UCC FILING FEE: \$250.00

PROCESSING FEE: \$25.00

AMERICAN SOLAR ENERGY SOCIETY MEMBERSHIP FEE: \$20.00

LATE CHARGE: If your payment is 10 or more days late, you will be charged \$25.00.

SECURITY: You are giving a security interest in the property purchased with this transaction. You are giving a security interest in all present and future, individual and joint shares and other accounts you have in the Credit Union.

See your contract documents for any additional information about prepayment, default, any required repayment in full before the scheduled due date, and prepayment refunds and penalties. All numerical disclosures except the late payment disclosure are estimates.

DRAWS: You acknowledge and agree that the Credit Union may provide draws up to 50% of the loan amount to the merchant for supplies and/or other job related expenses.

INTEREST: Interest will begin to accrue on the outstanding balance on the date the loan is funded or date of draw, whichever comes first.

***FIRST PAYMENT DATE:** The first payment due date will be _____ from the date the loan is funded or the date of the first draw, whichever comes first.

CREDIT UNION MEMBERSHIP: This Installment Agreement is only available to members in good standing of Credit Human Federal Credit Union. You signed an account card and the Credit Union received \$5.00 payable to Credit Human Federal Credit Union as a deposit to open a member share account with the Credit Union. If you opened a joint account, each member signing the card has the right to use the share account.

PROMISE TO PAY: By authenticating (signing) this Installment Agreement (the "Agreement"), you acknowledge that you have applied for membership in Credit Human Federal Credit Union and that you understand and agree to the terms and conditions of this Agreement which will govern and control your Agreement with the Credit Union. You promise to pay all amounts advanced to you plus a finance charge and any other charges to your account.

JOINT ACCOUNTS: If more than one person authenticates (signs) this Agreement, the obligations and liabilities of each shall be joint and several. This means that the Credit Union may enforce its right under this Agreement against any one of you or against all of you together.

SECURITY DESCRIPTION- PLEDGE PROPERTY

You grant the Credit Union a security interest in the described property to secure repayment of this installment loan. The Credit Union has the right to file a UCC Financing Statement to record its lien on property purchased with the loan proceeds. Such lien may be filed at the Credit Union's discretion.

All solar photovoltaic equipment and associated components located at:

SIGNATURES

By signing below, you agree to be bound by the Terms and Conditions of this Agreement. You acknowledge receiving a copy of and reading the Agreement and Disclosure. You further acknowledge and agree that you give the Credit Union a consensual security interest in the shares you have in all individual and joint accounts you have with the Credit Union, now and in the future (other than those accounts that would have an adverse tax consequence if pledged as collateral), to secure repayment of amounts you owe to the extent of any unpaid balance on your Account.

Negative Information Notice: We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may reflect in your credit report.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Member Borrower Signature (1)	Date	Member Borrower Signature (2)	Date
X		X	

ITEMIZATION OF THE AMOUNT FINANCED The Credit Union or an entity affiliated with the Credit Union will retain a portion of the amount paid to others denoted by asterisk (*).

Itemization of amount financed of	Amount given to you directly	Paid on Account	Prepaid Finance Charge
\$	\$0	\$0	\$0
Amount paid to others on your behalf:			
To:	\$	To: American Solar Energy Society Membership Fee	\$
To: Loan Processing Fee	\$	To: UCC Filing Fee	\$

Borrower Initial AUTOMATIC PAYMENT AUTHORIZATION

I authorize Credit Human Federal Credit Union to initiate recurring Automatic Payments from the account named below. I acknowledge that the origination of ACH transactions must comply with all provisions of the U.S. Law and the rules of National Automated Clearinghouse Association ("NACHA"). Available funds are required in the account prior to origination to allow reasonable time for processing on the requested date.

Account Holder Name: _____ Financial Institution Name: _____
 Account Type: Checking Savings Routing #: _____ Account #: _____
 Requested Debit Date (e) _____ Payments to begin on Date (e) _____ Amount to Debit (e) \$ _____
 Frequency: _____

This ACH authorization is to remain in full force and will continue until Credit Human Federal Credit Union has received from me written notification of any changes or to terminate in such time and in such manner as to afford Credit Human Federal Credit Union and Financial Institution a reasonable opportunity to act on it. See Credit Human Federal Credit Union Membership Agreement for ACH terms and transfer Agreement details. I understand that if the funds are not available in my account on the designated debit date, I may be charged a NSF fee. See Rate and Fee Schedule for fee and details. I understand that if the funds are not available to allow this debit transaction to be completed, I am still responsible for making the loan payment. The Credit Union reserves the right to cancel this Agreement at any time. (e) means estimate. Payment amount and Payment Due Date are estimated until final disbursement occurs (if applicable). The method for determining the recurring monthly payment is outlined in your loan Agreement. If the loan payment is less than the authorized amount, you authorize Credit Human Federal Credit Union to reduce the debit amount.

Repayment: The words "You" and "Your" mean any person authenticating this Agreement as Member whether by affixing their actual signature, or through use of an electronic signature, facsimile signature, or photocopied signature. You promise to pay to the Credit Union or its order, the amount financed plus the finance charge according to the payment schedule as each is set forth in the disclosure on page 1 of this Agreement and Disclosure. If you are provided with a Confirmation of Exact Amount Financed Truth-in-Lending disclosure, such disclosure describes the exact amount financed, date finance charges begin to accrue and the first payment due date. Your payment amount includes interest computed and payable at the interest rate shown on page 1 on the loan from the date finance charges begin until the loan is paid in full. The amount of your final payment as well as total Finance Charge and the total of payments will be somewhat more or less than the amounts disclosed if payments are not received precisely on the due dates. When received, your payment will be applied in the order chosen by the Credit Union to finance charges, late charges, collection costs, any other charges and to the principal. Unpaid interest will be paid by later payments and will not be added to your principal balance.

believes endangers the collateral, if any, or your ability to repay what you owe, including but not limited to, leaving your current employment; (7) if you break any promise you have made under this or any other Agreement with the Credit Union; (8) if you use the collateral in any illegal activity. In the event of a default, you understand that the decision to take action is at the sole discretion of the Credit Union and that the failure to act on one default will not stop action on another. You further agree that the Credit Union does not have to provide you advance notice before taking action on any default, unless required to do so by applicable law. This Agreement, the Texas Business and Commerce Code or other applicable law, authorize the Credit Union to take various actions; and the Credit Union may rely on any or all of those sources.

Right of Offset: If you are in default, the Credit Union may at any time without demand or notice of any kind, appropriate and apply toward the payment of the unpaid balance due, any unpaid shares, dividends, or other funds that would not have adverse tax consequences if pledged as security. You appoint the Credit Union as your Attorney-in-act to perform any act(s) which it feels are necessary to protect its security interest.

Limited Power of Attorney: By accepting loan advance(s) under this Agreement, you hereby appoint the Credit Union to be your Attorney-in-Fact for you to record a lien on property purchased with loan advance(s) and to print your name and sign the Credit Union in your behalf.

Acceleration: If you are in default and to the extent permitted by state law, the Credit Union may call any amounts you owe immediately due and payable plus FINANCE CHARGES which shall continue to accrue until the entire balance owed is paid in full. The undersigned individually and jointly waive presentment, demand, protest, notice of protest, notice of acceleration, and notice of intent to accelerate and any notice that the Credit Union is demanding payment in full of the outstanding balance under the contract because of default or for any other reason.

Remedies: If you are in default, the Credit Union may, after expiration of any right you have under state law to cure your default, require immediate payment of any or all amounts you owe under this Agreement or any other loan you have with the Credit Union and take possession of the collateral. You waive any right to demand for payment, notice of intent to accelerate and notice of acceleration. You will continue to pay interest until you repay what you owe at the loan interest rate. The Credit Union can exercise any right given to it by the Texas Business and Commerce Code or other applicable law. The Credit Union may delay taking any action to protect its rights as many times as it wants and as long as it wants without losing them.

Late Charge: If any payment is made late, you may be charged a late charge. You agree to pay the late charge if any is disclosed on page 1.

Joint Member: If you are authenticating this Agreement as a joint Member, you waive any right to require the Credit Union to attempt collection of this Agreement from primary Member first. You agree to be equally and severally responsible with the primary Member for all obligations under this Agreement. You understand that the terms of the Agreement apply to you as well as to the primary Member and you waive any requirement that you be notified of changes in the terms of this Agreement.

Treatment of Payments: Payments must be received at any branch by closing on a business day to be credited to your account as of that same

IF THIS BOX IS CHECKED, THE FOLLOWING APPLIES:

Military Lending Act Disclosure: Federal law provides important protections to members of the Armed Forces and their dependents relating to the extension of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an **Annual Percentage Rate** of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fees charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Please call us at 1-844-347-9250 to receive oral disclosure of the Military Lending Act disclosure above and description of the payment obligation.

A "Covered Borrower" for purpose of this loan means a consumer who, at the time the consumer becomes obligated on this loan, is a covered member or a dependent of a covered member as defined by the Military Lending Act. A Covered Borrower does not mean a consumer who (though a Covered Borrower at the time he or she became obligated on this transaction) no longer is a covered member or a dependent of a covered member as defined by the Military Lending Act.

Prepayment: You may prepay all or part of your loan at anytime without penalty. However, if a balance remains owing, you are still required to make your regular periodic payments. A partial payment will not automatically reduce your periodic payment unless the remaining amount owed is less than the periodic payment.

Default: To the extent permitted by state law, you will be in default: (1) if you fail to make any payment on time; (2) in the event of your death; (3) in the event of your insolvency or the filing of any requests for relief under the bankruptcy code by or against you; (4) if you are the subject of any legal process which seeks to attach your Credit Union account, any of your property or rights; (5) if you have given the Credit Union false or inaccurate information in obtaining a loan or any other Credit Union services; (6) if you do any act or fail to do any act which the Credit Union

day. If any payments made by you are less than the total payment due, the Credit Union may allocate the payment at its sole discretion.

Other Terms: If any part of this Agreement is determined by court or by law to be invalid or unenforceable, the rest will remain in effect. All the Credit Union's rights shall inure to the benefit of its successors and assigns, and all of your obligations shall bind your heirs or legal representatives or successors. You authorize the use of electronic signatures, facsimile signatures and photocopied signatures for all purposes of authenticating this Agreement. Said signatures will have the same force in effect as original signings for all transactions included in applications and Agreements with the Credit Union.

Notice: You promise that your name and address shown on page 1 are your legal name and place of residence and such place of residence is the proper address for all notice(s) that may be required and you further understand that changes in address must be submitted to the Credit Union in writing to be effective.

Loan Amortization: You may elect to re-amortize your loan up to three times over the life of your loan at no cost with a minimum ten percent principal payment.

Loan Transfer: In the event of a property transfer, the new buyer may elect to assume the loan upon buyer qualification. The loan assumption will be the existing term and loan balance with the interest rate based on an index plus a margin of 2.50%. The index is the Secured Overnight Financing Rate (SOFR) as published by the New York Federal Reserve.

COLLECTION COSTS:

For Borrowers in CO: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees not to exceed 15% of the unpaid debt after termination or acceleration of your account and referral to an attorney not our salaried employee, as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings. If not prohibited by applicable law you will also pay any court costs.

For Borrowers in DE: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to legal expenses for any bankruptcy, appeals or postjudgment proceedings. If not prohibited by applicable law, you will also pay any court costs.

For Borrowers in GA: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement. If collected by or through an attorney, you promise to pay attorney's fees not to exceed 15% of the principal and interest owing as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings. If not prohibited by applicable law you will also pay any court costs.

For Borrowers in IA: You promise to pay, subject to any limits under the Iowa Uniform Consumer Credit Code, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings.

For Borrowers in ID: You promise to pay, subject to any limits under the Idaho Credit Code, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees paid or to be paid to an attorney who is not our salaried employee, as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings. If not prohibited by applicable law, you will also pay any court costs.

For Borrowers in IL: You promise to pay, subject to applicable law, all costs of collecting what you owe under this Agreement or realizing on security including court costs, collection agency fees and reasonable attorney's fees. We may enter into a contingent or hourly fee arrangement with an attorney or collection agency and you agree that such an Agreement is reasonable. This provision also applies to bankruptcy, appeals or postjudgment proceedings.

For Borrowers in KS: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings incurred by an individual who is not a salaried employee of the credit union.

For Borrowers in MI: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees as fixed by the court as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings. If not prohibited by applicable law you will also pay any court costs.

For Borrowers in NE: You promise to pay, except to the extent that our obtaining your Agreement to do so is prohibited by applicable law and our enforcing such an Agreement may be limited by applicable law, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings.

For Borrowers in NH: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings. If, by applicable law, we are permitted to

collect attorney's fees from you as part of our costs of collecting under this Agreement, then you, to the extent required by New Hampshire Revised Statutes Annotated Chapter 361-C as amended, shall be entitled to reasonable attorney's fees if you prevail in (a) any action, suit or proceeding brought by us, or (b) any action brought by you. If you successfully assert a partial defense or setoff, recoupment or counterclaim to any action brought by us, the court may withhold from us the entire amount or such portion of the attorney's fees as the court considers equitable.

For Borrowers in OK: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees not to exceed 15% of the unpaid debt after termination or acceleration of your account and referral to an attorney not our salaried employee, as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings. If not prohibited by applicable law you will also pay any court costs.

For Borrowers in SC: You promise to pay, subject to any limits under the South Carolina Consumer Protection Code, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees not to exceed 15% of the unpaid debt upon referral to any attorney who is not our salaried employee, as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings. If not prohibited by applicable law you will also pay any court costs.

For Borrowers in WI: Unless this Agreement is subject to the Wisconsin Consumer Act you promise to pay all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings.

For Borrowers in WV: No collection costs.

For Borrowers in AK, AL, AR, AZ, CA, CT, DC, FL, HI, IN, KY, LA, MA, MD, ME, MN, MO, MS, MT, NC, ND, NJ, NM, NV, NY, OH, OR, PA, RI, SD, TN, UT, VA, VT, WA, WY: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this Agreement. This includes, but is not limited to reasonable attorney's fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings.

Governing Law: Except to the extent that Federal Law is applicable, the laws of the State of Texas is written shall govern the validity, construction and enforcement of this Agreement.

Default: The following provision applies to borrowers in Idaho, Kansas, and Maine: You will be in default if (1) you do not make a payment of the required amount when due; or (2) we believe the prospect of payment, performance, or realization on any property given as security is significantly impaired.

The following provision applies to borrowers in Wisconsin: You shall be in default under this Agreement if any of the following occur: (a) if an amount exceeding one (1) full payment due under this Agreement is more than ten (10) days late or if the first or last payment due under this Agreement is more than forty (40) days late; OR (b) you breach any term or condition of this Agreement, which breach materially impairs your ability to pay amounts when due or materially impairs the condition, value, or protection of our rights to or in any collateral securing this transaction.

The following provision applies to all other borrowers: You shall be considered in default if any of the following occur: (1) if you break any promise made under this Loan Agreement or under the Security Agreement; or (2) if you do not use the money we loaned you for the purpose stated in your application; or (3) if we should, in good faith, believe that prospect or payment, performance or realization of the collateral, if any, is impaired; or (4) if you die; or (5) if you file a petition in bankruptcy, insolvency or receivership or are put involuntarily into such proceedings; or (6) if the collateral, if any, given as security for this loan, is lost, damaged or destroyed, or if it is levied against, attached, garnished, or seized for any reason under any authority; or (7) if you do not pay on time any of your current or future debts to us; or (8) if anyone is in default of any Security Agreement given in connection with any loan under this Agreement; or (9) if you make any false or misleading statements in any credit application or update of credit information; or (10) you are in default of any other loan or Security Agreement you have with the Credit Union; or (11) you use the Agreement for any illegal purpose or transaction as determined by applicable law. If you default, we may, at our option, declare this loan immediately due and payable and you must immediately pay to us at that time the total unpaid balance, as well as the Finance Charge to date, any late charges and costs of collection permitted under law, including reasonable attorney's fees.

Costs of Collection: You shall pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights. Costs of collection include, but are not limited to, collection agency fees, repossession fees, appraisals, environmental site assessments, and casualty insurance. *The following, applies to all borrowers except Wisconsin borrowers:* Costs of collection also include reasonable attorney's fees for any action taken by an attorney who is not our salaried employee in order to collect this loan or preserve or protect our rights and remedies, including, without limitation, pre-suit demands for payment, pre-suit mediation or settlement, negotiations, investigation and assessment of our rights, participation in bankruptcy cases, matters, and proceedings (including, without limitation, filing proofs of claim, pursuing reaffirmation Agreements, attending meetings of creditors and pursuing complaints, motions, and objections that relate in any way to the credit union's collateral or right to the payment), collateral disposition, non-bankruptcy suits and/or administrative actions, and appeals. *For Alabama borrowers:* attorney's fees after default shall not exceed 15% of the unpaid debt, or such higher amount as a court may allow. *For Georgia borrowers:*

attorney's fees shall not exceed 15% of principal and accrued interest or such higher amount as a court may allow.

Action Upon Default: *The following provision applies to borrowers in Colorado, District of Columbia, Kansas, Maine, Massachusetts, Missouri, Nebraska, and West Virginia:* Once you have defaulted, and after the expiration of any right you may have under applicable state law to cure your default, we can demand immediate payment of the entire unpaid balance of the loan without giving you advance notice. The principal balance in default shall bear interest at the contract rate, or a default rate, if one has been disclosed to you, or another rate if required by applicable law.

The following provision applies to borrowers in Wisconsin:

Right to Cure Default: If you are in default under this Agreement we must give a notice of default to you pursuant to Wisconsin Statutes sec. 425.104425.105. You shall have fifteen (15) calendar days from the date the notice is mailed to you to cure the default. In the event of an uncured default, we shall have all the rights and remedies for default provided under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law including, but not limited to, the right to repossess the collateral. We may waive any default without waiving any other subsequent or prior default by you.

No Right to Cure: Pursuant to Wis. Stat. Sec. 425.105(3), you shall not have the right to cure a default if the following occur twice during the preceding twelve (12) months: (a) you were in default on the closed-end Agreement; (b) we gave you notice of the right to cure such previous default in accordance with Wis. Stat. Sec. 425.104; and (c) you cured the previous default.

Nothing in this Agreement shall be construed to restrict our ability to exercise our rights under the Wisconsin Consumer Act, Uniform Commercial Code, or other applicable law, including, but not limited to, the right to repossess the collateral.

STATE NOTICES:

NOTICES TO WISCONSIN BORROWERS: No provision of a marital property Agreement, a unilateral Agreement under Wis. Stat. Section 766.59, or a court decree under Wis. Stat. 766.70 adversely affects the interest of the Credit Union unless prior to the time the credit is extended, the Credit Union is furnished with a copy of the Agreement or statement, or has actual knowledge of the adverse provision when the obligation to the Credit Union is incurred.

NOTICE TO UTAH BORROWERS: This written Agreement is a final expression of the Agreement between you and the Credit Union. This written Agreement may not be contradicted by evidence of any oral Agreement.

For Missouri Residents: Oral Agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any Agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the Agreement between us, except as we may later agree in writing to modify it.

For Vermont Residents: **NOTICE TO CO-BORROWER: YOUR SIGNATURE ON THIS LOAN MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THE LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.**

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

For purposes of foreclosure under Louisiana executory process, you hereby confess judgment in our favor for all amounts secured by the Agreement, including, but not limited to, principal, interest, late charges, costs of collection, costs of preservation of the collateral, reasonable attorney's fees, and all other amounts under the Agreement. We may appoint a keeper of the property in the event of foreclosure. To the extent allowed under Louisiana law, you hereby waive the following rights and procedures under Louisiana law: (a) all rights and benefit of appraisal; (b) notice of seizure; (c) the 3-day delay afforded under Articles 2331 and 2722; and (d) all other provisions under Articles 2331, 2722 and 2723 and all other Articles not specifically mentioned herein. You further agree that any declaration of fact made by authentic act by a person declaring that such facts are within his or her knowledge shall constitute authentic evidence of facts for the purposes of foreclosure under applicable Louisiana law and for the purposes of LSA-R.S. 9:3504(D)(6) and LSA-R.S. 10:9-508, to the extent applicable.

Telephone/Electronic Communication

You authorize the use of all electronic signature, facsimile signature for all purposes. Said signatures to have the same force and effect as original signatures for all transactions included in applications and Agreements with us.

You consent to receive calls. You agree if you have provided any telephone number, including wireless (cell phone) or email address to us in any credit union form, you are giving your consent for the Credit Union and/or our third-party providers, including debt collectors to contact you by telephone or cell phone which could result in message and data charges to you, or email address associated with your account in order to service your account, deliver messages related to suspected or actual fraudulent activity on your account or collect amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. You understand if we contact you at any telephone number, cell phone (voice or text), or email address you have provided, you agree we may contact you whether these numbers are dialed manually or by means of an automatic telephone dialing system, or whether we use a pre-recorded message. You understand and agree that you are not required to consent to telephone contact as a condition of purchasing any property, goods or service (including loans).

You agree that the Credit Union or its agents or service providers may monitor and record telephone calls pertaining to your account to assure the quality of your service or for other reasons.

If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. Furthermore, you agree to notify us of any change to the wireless telephone number(s) which you have provided us.

You may withdraw your consent at any time by contacting the Credit Union by phone or in person or any other reasonable means and informing us of your preferences.

Solar UCC Secured Plans

10 Year Term - No Payments for 6 Months

(Interest accrues during no payment period)

Plan #	Interest Rate	Dealer Fee	Payment Factor
4540	4.99%	14.50%	1.09%
4550	5.99%	10.50%	1.14%
4560	6.99%	6.50%	1.20%
4570	7.99%	0.00%	1.26%
Min: \$7,500 / Max: \$100,000			

15 Year Term - No Payments for 6 Months

(Interest accrues during no payment period)

Plan #	Interest Rate	Dealer Fee	Payment Factor
4640	4.99%	20.00%	0.81%
4650	5.99%	14.00%	0.87%
4660	6.99%	9.00%	0.93%
4670	7.99%	0.00%	0.99%
Min: \$10,000 / Max: \$100,000			

20 Year Term - No Payments for 6 Months

(Interest accrues during no payment period)

Plan #	Interest Rate	Dealer Fee	Payment Factor
4740	4.99%	24.00%	0.68%
4750	5.99%	17.00%	0.74%
4760	6.99%	10.00%	0.80%
4770	7.99%	0.00%	0.87%
Min: \$12,500 / Max: \$100,000			

Dealer Favorite - \$0 Dealer Fee!

- Effective Date: 11/01/2023
- For approved dealers only.
- Approvals & dealer fees are valid for 180 days.
- Rates are subject to change.
- All loans are subject to a \$295 processing fee that will be financed over the life of the loan.
- Dealer will be charged a \$250 fee for canceled loans if funds have been advanced prior to cancellation.
- Interest will begin to accrue on the outstanding balance on the date the loan is funded or date of draw, whichever comes first.
- All payment factors are estimates.
- All dealer fees and membership fees will be debited from loan proceeds.
- Federally insured by NCUA.

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Solar Unsecured Plans

60 Month Term - No Payments for 6 Months

(Interest accrues during no payment period)

Plan #	Interest Rate	Dealer Fee	Payment Factor
1445	4.99%	11.50%	1.90%
1455	5.99%	9.50%	1.94%
1465	6.99%	7.00%	1.99%
1475	7.99%	4.50%	2.04%
1485	8.99%	0.00%	2.09%

Min: \$2,500 / Max: \$30,000

84 Month Term - No Payments for 6 Months

(Interest accrues during no payment period)

Plan #	Interest Rate	Dealer Fee	Payment Factor
1845	4.99%	16.50%	1.45%
1855	5.99%	13.50%	1.50%
1865	6.99%	10.50%	1.56%
1875	7.99%	7.50%	1.61%
1885	8.99%	0.00%	1.67%

Min: \$5,000 / Max: \$30,000

Same as Cash - Without Payments

Plan #	Term	Interest Rate	Dealer Fee	Payment Factor
0073	12 Months	14.99%	7.50%	3.00%
0173	18 Months	14.99%	9.00%	3.00%
0273	24 Months	14.99%	10.00%	3.00%

Min: \$2,500 / Max: \$30,000

1 - Interest accrues during the promotional period, but all interest is waived if the loan is paid in full before the end of the promotional period.

2 - Payment factor is based on the outstanding balance.

Same as Cash - With Payments

Plan #	Term	Interest Rate	Dealer Fee	Payment Factor
2074	12 Months	14.99%	6.50%	1.75%
2174	18 Months	14.99%	8.00%	1.75%
2274	24 Months	14.99%	9.00%	1.75%
2374	36 Months	14.99%	12.50%	1.75%

Min: \$2,500 / Max: \$30,000

1 - Interest accrues during the promotional period, but all interest is waived if the loan is paid in full before the end of the promotional period.

2 - Payment factor is based on the original balance.

Dealer Favorite - \$0 Dealer Fee!

- Effective Date: 11/01/2023
- For approved dealers only.
- Rates are subject to change.
- Approvals & dealer fees are valid for 180 days.
- All payment factors are estimates.
- All dealer fees and membership fees will be debited from loan proceeds.
- Federally insured by NCUA.

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AMERICAN RESCUE PLAN ACT

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

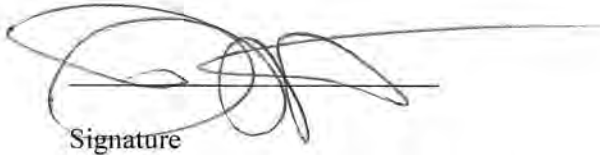
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

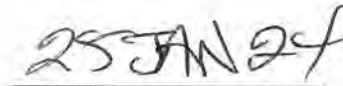
conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

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

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



Signature



Date

SELECTION CRITERIA:

Selection Criteria.

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

**EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE
ACTION POLICY
SOLAR ENERGY SOLUTIONS**

PAGE 1 OF 1

APPROVED BY
FRAN LOCKWOOD

DOCUMENT FILE NAME
AFFIRMATIVE ACTION

Purpose

The policy defines the requirements for ensuring Equal Employment Opportunity and Affirmative Action.

2. Scope

This policy applies to Solar Energy Solutions in the United States.

3. Policy

It is the policy of Solar Energy Solutions to employ and advance in employment qualified person without discrimination against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, sexual orientation, marital status, disability status, status as a protected veteran, (including disabled veteran or special disabled veteran, veteran of the Vietnam era, recently separated veteran, armed force service medal veteran or other protected veteran) or other characteristic protected by national or state/provincial law.

To effectuate our commitment to this policy, the company has established affirmative action programs under which we will:

1. Recruit, hire, train and promote qualified persons in all job titles, and ensure that all other personnel actions are administered without regard to race, color, religion, sex, nation origin, disability, or status as a protected veteran.
2. Ensure that all employment decisions are based on valid job requirements to further the principle of equal employment opportunity.
3. Ensure that promotion decisions are in accord with principles of equal employment opportunities by imposing only valid requirements for promotional opportunities.
4. Ensure that all personnel actions, such as compensation, benefits, hiring, promotions, terminations, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social and recreational programs, will be administered without regard to race, color, religion, sex, or national origin.
5. Take affirmative action to employ and advance in employment women and minorities, qualified individuals with a disability and protected veterans at all levels of employment, including the executive.
6. Ensure employee and applicants shall not be subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged in or may engage in any protected activity or exercised any protected right under equal employment opportunity or affirmation action laws or regulations.

The Human Resource Manager shall monitor the implementation and compliance to this policy.

Master files are stored electronically and are available to all team members. Printed copies of the master files are for reference only.

AFFIDAVIT

Comes the Affiant, Jeffery 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, 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 Procurement 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 JEFF NAZARKO on this the 25th day
of JANUARY, 2024.

My Commission expires: 2/8/27



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:

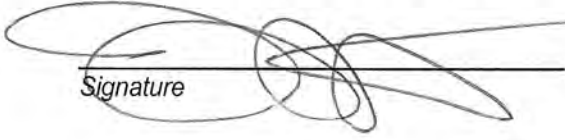
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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.


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	6	4	2														
Professionals	26	22	4														
Superintendents																	
Supervisors	9	8		1													
Foremen																	
Technicians	2	2															
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft	29	24		1		2				1							
Service/Maintena																	
Total:	72																

Prepared by:  Date: 9/25/24

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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 Procurement
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: Jeffery Nazarko Title: VP, Sales & Marketing

Telephone Number: 502-649-2922 Fax Number: _____

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 Procurement (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 Procurement 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 Procurement
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 Procurement):

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 define 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 Byne	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@orvwbc.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@nwbo.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 Procurement 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.

Company

Company Representative

Date

Title

* SES will have no subcontractors on this 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 Procurement/ 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 will have no subcontractors on this project.

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # _____

N/A

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 Procurement 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 MWBDE 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 MWBDE 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 will have no subcontractors on this 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.

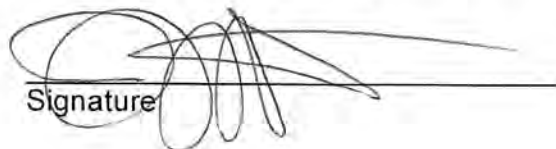
B. At Will Termination

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


Date

Solarize Lexington

1. Installer Profile

Please fill in all blue cells with the requested information pertaining to the firm. If you need to provide explanatory notes, please use Column E.

Proposer Instructions

Date: 1/25/2024

Proposer Contact Information				Notes
Name	River Fuchs			
Title	Regional Sales Director			
Phone Number	859-270-7448			
Email	river@sesre.com			
Firm Information				Notes
Proposing Firm	Solar Energy Solutions			
Headquarters Address	1038 Brentwood Ct, Lexington, Suite B, KY 40511			
Local Address (where work will be completed for this project)	1038 Brentwood Ct, Lexington, Suite B, KY 40511			
FEIN	20-496767			
Kentucky License Number	CE64790			
Subsidiaries & Affiliates Information				Notes
	Name	Address	FEIN	
Company #1	N/A			
Company #2	N/A			
Company #3	N/A			
Employee Information				Notes
Number of Full Time Employees	70			
Number of Part Time Employees	1			
Number of Employees in Kentucky	33			
Number of Install Employees Permanently Based In Campaign Area	13			
Number of Sales Employees Permanently Based In Campaign Area	5			
Number of Employees with NAPCEP or UL Certification in Kentucky	7			
Number of Direct Employees with Kentucky Electricians License	5			Michael Nelson, Ezra Klarer, Dain Spurgeon, Jake Strong, Ben Jones, Rhodes Thompson
Number of Employees with Other Relevant Certifications	4			2 PE, 1 KY Building and Construction License, 1 Drone License.
Firm Experience				Notes
Years of Experience				
Firm (total years)	17			
Firm (years in Kentucky)	17			

Project Manager (years)	Steven Riddle (2 years)			There are three additional Project Managers (PM) at SES and an O&M PM on staff. Steven primarily manages Lexington residential.
Lead Installer #1 (years)	Ezra Klarer (17 years)			
Lead Installer #2 (years)	Mike Nelson (10 years)			
Residential Solar PV Installations	2021	2022	2023	
Customer Owned Systems (in US)	260	331	253	
Customer Owned Systems (in Kentucky)	143	222	170	
Customer Owned Systems (in Lexington)	19	40	95	
Residential Energy Storage Installations	2021	2022	2023	
Customer Owned Systems (kWh in US)	1795.5	1922.5	1323	
Customer Owned Systems (kWh in Kentucky)	1053	957	904.5	
Customer Owned Systems (kWh in Lexington)	148.5	187.5	283.5	
Residential/Small Commercial Ground Mount Installs	2021	2022	2023	
Customer Owned Systems (# & kW in US)	42 (1034.21)	34 (886.72 KW)	23 (358.34 kW)	
Site Evaluations	2021	2022	2023	
Estimated Number of Roofs Evaluated for Solar Remotely per Week (in Lexington)	20	40	30	
Estimated Number of Site Visits per Week (in Lexington)	8	16	12	
Lexington Area Residential Customer References	Name	Phone	Project Size (kW)	
Reference #1	Edward Murner	8595098235	10.8	
Reference #2	Patrick Mooney	8595767729	8.8	
Reference #3	Andrew Bond	5049058207	22.2	
Financial Position				Notes
Business Revenue & Profits	2021	2022	2023	
Annual Gross Revenues				This can be provided separately with a signed NDA agreement.
Annual Net Profit				This can be provided separately with a signed NDA agreement.
Financing Partners	2021	2022	2023	
Firm #1: Name	Sunlight Financial		Credit Human	Credit Human was added in 2023
Firm #1: Financing Product	Installment Loans			
Firm #1: # Customers That Used Product	33	51	23	
Firm #2: Name	Dividend*		Sunlight/Dividend	We are onboarding Sunnova as financing options to provide more value to our customers. Sunnova loan products will give SES access to Aurora and offer extended warranties to customers.
Firm #2: Financing Product	Installment Loans			

Firm #2: # Customers That Used Product		8	3 SL / 6 Div	We are no longer offering Dividend Financial loan products. We are replacing that offering with Sunnova to provide customers with additional value.
Insurance				Notes
	Name	Coverage	Policy #	
Firm's Bank	Central Bank	N/A	N/A	
Entity Proving Bonding / Financial Backing	Travelers Insurance			\$15/30MM bond
Liability Insurer	West Bend Mutual Insurance Company	\$2MM General, \$4MM Umbrella	B216504	
Worker's Compensation Insurer	KY AGC (100700)	\$4.5MM		via Assured Partners
Is this business(local or parent company) or its management involved in any pending lawsuits, regulatory proceedings, or other legal proceedings involving the business?	Neither Solar Energy Solutions nor its management is involved in any pending lawsuits, regulatory proceedings, or other legal proceedings involving SES.			
Does the business conduct criminal background checks before hiring employees?	Solar Energy conducts background checks on all employees before hiring them. SES conducts a ten-year criminal background check and a five year motor vehicle check. <input type="checkbox"/>			
Is the business or any officer of the company involved in bankruptcy or insolvency proceedings?	Neither Solar Energy Solutions nor its officers are involved in bankruptcy or insolvency proceedings.			

Solarize Lexington 2. Residential Solar PV Pricing

Please fill in all blue cells with the requested pricing information. Base pricing proposals should include total installation price, which includes system design, permitting, applicable materials and equipment, transportation, labor, and all equipment and workmanship warranties. The price should be independent of any tax credits or incentives available to the customers. Outline the specific process, electrical, mechanical, structural, equipment, site, or labor features that will result in cost reductions or increases above the Base Pricing Proposal. The Proposer should place \$0 for all applications that will not result in a cost modification and "N/A" if it is not offered.

Proposer Instructions

Proposing Firm:	Solar Energy Solutions						
	Example Array Size (kW DC)						Notes
Base Proposal	Tier 1: 5 kW		Tier 2: 10 kW		Tier 3: 20 kW		
Standard Panel Price KY - NE Solar/ZNShine w/ Solaredge INV	2.81	\$/W	2.58	\$/W	2.49	\$/W	Full 'all component' turnkey install on single story roof.
Premium Panel Price KY - QCell Qtron 22% eff	3.01	\$/W	2.78	\$/W	2.69	\$/W	Tesla Inverter discount available - see below
Standard Panel Price Prior To Solarize Discount	2.94	\$/W	2.63	\$/W	1.86	\$/W	ZNShine + SolarEdge
Premium Panel Price Prior To Solarize Discount	3.14	\$/W	2.83	\$/W	2.06	\$/W	QCell + SolarEdge
Factor or Special Condition							
Microinverters	\$0.24	\$/W	\$0.24	\$/W	\$0.24	\$/W	
Power Optimizers	\$0.00		\$0.00		\$0.00	\$/Each	
Inverter Extended Warranty (each)	\$233.00	\$	\$386.00	\$	\$772.00	\$	SolarEdge 25 year warranty (20kW price assumes 2 inverters)
Extended Warranty Whole System (e.g.. SolarInsure)	\$0.10	\$/W	\$0.10	\$/W	\$0.10	\$/W	Included at no charge for Grant Jobs, Optional at cost for others
Panels in Non-standard Orientation	\$0.35	\$/W	\$0.27	\$/W	\$0.22	\$/W	
Roof Pitch > 7/12 to 12/12	\$0.25	\$/W	\$0.25	\$/W	\$0.25	\$/W	
Roof Pitch > 12/12	\$0.50	\$/W	\$0.50	\$/W	\$0.50	\$/W	
Additional Roof Surfaces (over 2)	\$325.00	\$	\$325.00	\$	\$325.00	\$	
Premium Roof Mount (rack free/low profile etc.)	\$0.10	\$/W	\$0.10	\$/W	\$0.10	\$/W	
PVC Roof Vent Move	\$400.00	\$	\$400.00	\$	\$400.00	\$	
Ground Mount Adder (including 100' Trenching)	\$0.35	\$/W	\$0.30	\$/W	\$0.20	\$/W	First 100 feet
Ground Mount Additional Trenching per 100'	\$0.02	\$/w/10ft	\$0.02	\$/w/10ft	\$0.017	\$/w/10ft	Additional trenching beyond 100ft is added per watt/per 10ft section. (ex. 120 feet of trenching for 5 kW is \$0.35+\$0.02+\$0.02 = \$0.39 per watt)
Electrical Panel Upgrade (200A)	\$2,000.00	\$	\$2,000.00	\$	\$2,000.00	\$	Updating electric service at the same time is an additional \$1,000,
Critter Guards (\$/ft.)	\$3.15	\$/ft	\$3.15	\$/ft	\$3.15	\$/ft	
Electric Service Upgrade - No new panel	\$2,000.00	\$	\$2,000.00	\$	\$2,000.00	\$	Updating the electric panel at the same time is an additional \$1,000
Tesla Inverter Discount	-\$0.35	\$/W	-\$0.28	\$/W	-\$0.18	\$/W	Discount available for using Tesla inverter in place of SolarEdge
Second Story Adder	\$1,000.00	\$	\$2,000.00	\$	\$3,000.00	\$	
Example Battery #							
Base Storage Proposal	1 Battery		2 Battery		3 Battery		Notes
Storage Capacity	13.5	kWh	27	kWh	40.5	kWh	Additional of batteries from same manufacturer to increase storage (kWh) size
Battery System Price - Tesla Powerwall basis of design	\$12,634	\$	\$24,403	\$	\$33,882	\$	
Battery System Price	\$1,232	\$/kWh	\$1,089	\$/kWh	\$1,034	\$/kWh	Total cost/kWh
HVAC Compressor Soft Start Addition (if required)	n/a	\$	n/a	\$	n/a	\$	
Add External Whole Home Disconnect if Not Already Present	2000		2000		2000		Often needed for existing homes not built in recent years
Add AC Panelboard service wire changes	\$50/ft of wire						Any replacement/re-routing of AC feeders from AC disconnect to backed-up panelboard
AC circuit Movement, 20A or less	\$300/first circuit		\$100/each additional circuit				Custom pricing for larger circuits
Powerwall 3 w/ array in lieu of SolarEdge w/ Optimizers	\$13,634		NA		NA		Only 1 PW3 currently allowed per home by Tesla, pending rollout (savings on no SolarEdge inv and optimizer). Other adders necessary

Note: Battery system pricing must reflect standard full (turnkey) storage system install costs including battery, any required transformer, CT's, control, communication and partial or full load center install component additions. Pricing presumes no abnormal conduit/wiring runs and battery being adjacent to breaker panel

Note: Clearly indicate if there are variations in price offering, for example, for financed or cash purchases.

Solarize Lexington

3. Financing & Qualifications

Please fill in all blue cells with the requested information pertaining to your available financing products and qualifications. If you need to provide explanatory notes, please use Column D. If another company will be providing financing options, please provide a reference and contact information for a representative at the financing company you partner with and intend to offer to participants. If you propose to work with multiple lenders, please provide the information for each lender. Add more columns as necessary.

Proposer Instructions

Proposing Firm:		Solar Energy Solutions		
Customer Ownership (Upfront Purchase)				
Loan Terms	Offering #1	Offering #2	Offering #3	Notes
Lender Company Name	Credit Human	Credit Human	Credit Human	
Lender Contact Name	Joe Hall	Joe Hall	Joe Hall	
Lender Contact Phone	210-258-1983	210-258-1984	210-258-1985	
Lender Contact Email	johall214@credithuman	johall214@credithuman	johall214@credithuman	
Product Name	Plan 4770	Plan 4670	Plan 4570	
Term Length Range (Years)	20	15	10	Most common
Interest Rate Range (%)	7.99	6.99	7.99	Most common
Down Payment (\$ or %)	0	0	0	
Dealer fees	0	0	0	
How many customers have used this product in the past 12 months?	7	Relatively new loan product	Relatively new loan product	Others loan products that people have used have been discontinued as interest rate have shifted throughout the year
Qualifications	Offering #1	Offering #2	Offering #3	Notes
Minimum FICO Score	620	620	620	
Maximum Debt-to-Income	Unsecured = 55% UCC Secured = 60%	Unsecured = 55% UCC Secured = 60%	Unsecured = 55% UCC Secured = 60%	
If selected, would this lender commit to piloting Energy Score as an alternative to FICO score?	No	No	No	

Solarize Lexington

4. Equipment Specifications

Please fill in all blue cells with the requested information pertaining to the Standard PV System offering corresponding to the Base Pricing Proposal and Premium PV System offering corresponding to the Cost Increases in the "Pricing" tab. If you need to provide explanatory notes, please use Column D. If providing more than one type of standard equipment with the base pricing, provide the specifications below in "Additional Standard PV Equipment". Add rows to specify additional equipment, if needed.

Proposer Instructions

Proposing Firm:			
PV System Sizing		Units	Notes
Minimum System Size Offered	No Minimum	kW-DC	Custom pricing below 4kW
Maximum System Size Offered	No Maximum	kW-DC	Custom pricing above 20kW
		Units	Notes
Standard Panel			
Brand/Manufacturer	NE Solar/ ZNShine		SES will supply NE Solar panels and then migrate to ZNShine panels. These are identical panels made at the same factory but name-plated differently for sale in different markets. This switch is due to capitalize on name recognition in the mid-west market, where ZNShine panels have greater recognition than NE Solar panels. We estimate these panels will be used on builds starting in June 2024. ZNShine is also on Sunnova's approved vendor list, creating opportunities for a loan product that offers its own extended warranty for those interested in financing options.
Wattage (W)	410		
Country of Origin	Cambodia/Indones	Country	Indonesia after depletion of existing inventory, approx. May
Dimensions (H x W x D)	67.8x44.6x1.18	inches	
Efficiency	20.97	%	
Performance Warranty/Guarantee	84.8% at 25yrs	% at X year	
Equipment Warranty/Guarantee	12	Years	
Output Degradation	0.55%	% per year	2% yr. one, 0.55% yr. to 25.
Premium Panel (higher Efficiency, Warranty Or Brand Quality)			
Brand/Manufacturer	QCell		
Wattage (W)	425		
Country of Origin	US	Country	
Dimensions (H x W x D)	67.8x44.6x1.18	inches	
Efficiency	22.2	%	
Performance Warranty/Guarantee	90.58% at 25yrs	% at X year	
Equipment Warranty/Guarantee	25 years	Years	
Output Degradation	0.33%	% per year	1.5% yr. one, 0.33% yr. to 25.
Inverter			
Brand/Manufacturer	Solar Edge		Basis of design
Country of Origin	Vietnam	Country	
Model	E3000-11400H-US		
CEC Efficiency	99%	%	
Warranty	12	Coverage at X year	
Inverter			
Brand/Manufacturer	Tesla		Where desired as deduct
Country of Origin	USA	Country	
Model	1538000-xx-y		
CEC Efficiency	97.5% at 208 V	%	98.0% at 240 V
Warranty	12.5	Coverage at X year	
Standard Roof Racking			
Racking Type/Description	Rail		
Applicability for the Following Roof Types	Pitched Roofs		
Brand/Manufacturer	Everest K2 Racking		
Warranty	12	Years	
Country of Origin	Mexico	Country	
Flashing			
Flashing Type/Description	Roof Flashing		
Brand/Manufacturer	Everest		
Warranty	12	Years	
Country of Origin	Mexico	Country	
Premium Roof Racking Or Skirting, If Applicable (Array Skirting If Offered)			

Racking Type/Description	SnapNRack		
Applicability for the Following Roof Types	Pitched Roofs		
Brand/Manufacturer	SnapNRack		
Warranty	25	Years	
Country of Origin	USA	Country	
Ground Mount Racking			
Racking Type/Description	Fixed Tilt Racking		
Brand/Manufacturer	Unirac		
Warranty	25	Years	
Country of Origin	USA/Canada	Country	
Microinverter			
Brand/Manufacturer	Enphase		
Type	IQ8		
Efficiency	97.3 - 97.6	%	
Warranty	25	Years	
Country of Origin	USA/Canada	Country	
Optimizer			
Brand/Manufacturer	Solar Edge		
Type	S440		
Efficiency	99.5	%	
Warranty	25 years	Years	
Country of Origin	Vietnam	Country	
Labor and Workmanship Warranties			
Describe the warranty provided for the installer's labor and workmanship? Must be no less than 5-years	system for five (5) 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 and is non-transferrable. Solar Energy Solutions LLC also bears no responsibility for damages resulting from system alterations performed by end user or other parties.		
If provided describe the whole array warranty extension offering?	We will offer the SolarInsure extended warranty to customers for \$.10/watt. This will be added to all grant installations. Please note, SES 5 year warranty is a complete (full wrap) warranty. SolarInsure and most competitor warranties are limited warranties		
Describe the roof penetration warranty provided.	Roof penetrations are covered under the 5 year installer warranty. Not to exceed the design life of the roof and assumes there is no issue with underlying roofing materials. Warranty on grant and for any customers that choose the Solar Insure extended warranty increases roof penetration warranty to 30 years. In 17 years, SES has not encountered roof penetration issues that did not materialize within first year.		
Additional Equipment Offerings			
Other Standard Equipment Options (Specify):	Car charger 60A	\$1,200	Emporia, may have adders for long wire runs
Other Standard Equipment Options (Specify):	Span Panel	\$8,785	Smart 200A load center that replaces the electric panel
Other Standard Equipment Options (Specify):			
Other Standard Equipment Options (Specify):			
Other Standard Equipment Options (Specify):			

Solarize Lexington

5. Battery Equipment Specifications

Please fill in all blue cells with the requested information pertaining to the complete energy storage system corresponding to the component costs in the "Pricing" tab. If you need to provide explanatory notes, please use Column D. If providing more than one type of standard equipment with the base pricing, provide the specifications below in "Additional Equipment Offerings". Add rows to specify additional equipment, if needed.

Proposer Instructions

Proposing Firm:			
Energy Storage System Equipment Offerings		Units	Notes
Battery System 1			
Brand/Manufacturer	Tesla		Powerwall 2, Powerwall 3 is being phased in for integrated solar and battery systems in Q1/Q2. PW2 will continue to exist for battery only
Storage Capacity Total (kWh)	14		
Usable Storage Capacity If Different (kWh)	13.5		
Country of Origin	USA	Country	
AC or DC Coupled	AC	AC/DC	
Operating AC Voltage Options	240	120V/208V/240V	
Dimensions (H x W x D)	45.3 x 29.7 x 6.1	inches	
Round Trip Efficiency %	90	%	
Maximum Supported Breaker Sizing	30	A	
Power Output (Peak kW and Duration)	7 kW, 10s		
Power Output (Continuous kW)	5 kW		
Performance Warranty/Guarantee	10 Years	Years/Cycles	Tesla does not set cycle limit.
Mounting Options	Both	Wall/Floor	
Stackable	Yes	Yes/No	Up to 10 units on one Back Up Gateway
Battery System 2 (2nd Vendor Option If Available)			
Brand/Manufacturer	FranklinWH		
Storage Capacity Total (kWh)	13.6		Only usable listed on spec sheet
Usable Storage Capacity If Different (kWh)	13.6		
Country of Origin	China	Country	HQ in USA, manufacturing in China
AC or DC Coupled	AC	AC/DC	
Operating AC Voltage Options	120/240	120V/208V/240V	
Dimensions (H x W x D)	45.3 x 29.5 x 11.4	inches	
Round Trip Efficiency %	89	%	
Maximum Supported Breaker Sizing	80	A	
Power Output (Peak kW and Duration)	10kW, 10s	kW/Time	
Power Output (Continuous kW)	5	kW	
Performance Warranty/Guarantee	12	Years/Cycles	FranklinWH does not set cycle limit
Mounting Options	Both	Wall/Floor	
Stackable	Yes	Yes/No	Up to 15 units on one aGate
Additional Equipment Offerings			
Other Standard Equipment Options (Specify)	SPAN Panel listed in adders		
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			

Solarize Lexington

6. Services Provided

Proposer Instructions

Please include your answers in the blue cells to corresponding questions below pertaining to customer and campaign services.

Proposing Firm:	Solar Energy Solutions
Customer Services Provided	
System Operation, Maintenance, and Monitoring	
Will the system include monitoring? If so, at what level (system wide or per panel)? If so, please specify the additional cost to the customer and also add this cost in the "Pricing" tab.	both Tesla, SolarEdge, Enphase, FranklinWH and others. SolarEdge, Enphase also include panel level monitoring. All require a Wi-Fi internet connection. If not available a cell card can be added at an additional charge
If applicable: For upfront purchased systems, describe any ongoing operations and maintenance services you provide and its associated cost.	SES provides a full five year wrap to Solarize participants up from our standard three year wrap. This includes any O&M labor and material cost at no charge to the participant. Past that point SES provides ongoing O&M services on a time and material rate through our skilled
Health / Safety	
Describe your company's practices and policies for ensuring safety for employees on site and customers who may be present on the worksite.	SES immediately trains new employees in OSHA 10 education and ensures their training before being on the job. SES has a safety manual that employees are expected to follow and employees are routinely advised of updated safety practices and training at monthly
Provide your company's Experience Modification Rate (EMR) for 2023. (Insurer Provided Accident Rate Index)	0.8
Provide a summary of your business health and safety protocols for installations and interacting with customers on site during the COVID-19 pandemic.	Solar Energy Solutions follows all COVID-19 related guidelines from the CDC.
Roof Related Services	
Will you be able to remove and reinstall the original PV installation should a customer need to complete roof repairs at a later date independent of the PV installation? If so, please specify the additional cost to the customer and also add this cost in the "Pricing" tab.	YES, SES will remove and reinstall roof mounted solar panel systems for participants if need arises in the future for roof repair, replacement etc. *Smaller systems that require two full team days for removal and replacing is estimated to be \$3,500* (plus taxes etc.) assuming no unusual conditions. Labor rate is effectively \$100/hr. SES sales, engineering, and installation staff are diligent not to install systems on roofs in poor condition.

Describe the methodology for weatherproofing all roof attachment points made during the installation.	SES uses proper roof flashing designed in accordance with roofing industry standards for all roofing attachments. SES installers follow manufacture installation instructions. SES selects different products in accordance with different roofing materials.
Are there any roof or ground install types or processes you will not work with?	Roofs other than shingle or metal pitched roofs will require a custom quote.

Proposer Details

Customer Relations	
<p>Describe your intake process for customer leads, methods for screening and customer follow up, and any data tracking systems you use for installations.</p>	<p>SES has, for the last five years, managed its sales process through CRM software. Starting in 2024, we have upgraded that software to HubSpot which allow us to better track where customers are in their Journey. HubSpot has more filtering features, which also allow salespeople to better understand where their contacts are in the sales process. In this transition we have incorporated the work flow that was developed over the last 4-5 years with Job Nimbus.</p>
<p>What languages are your customer relations staff capable of communicating in?</p>	<p>English, Spanish, Italian, and German</p>
<p>Describe your strategies for a joint marketing strategy with the Lexington-Fayette Urban County Government and partners to expand the number of residential solar installations as part of this program. If applicable, include ideas about community outreach, community partners you would work with, and specific examples of marketing materials you would provide (lawn signs, flyers, mail, etc.).</p>	<p>SES has worked with other solarize and SUN programs to help expand marketing effort to residents eligible for the community solar offering. We will work with the city to design joint marketing media including yard signs, flyers and mailers. We also welcome the opportunity to present at information sessions with the city, both in person and/or virtual. We can promote those events and the program to Lexington area residents by directing Facebook and Google Ads specifically targeted to Lexington area residents. We would also recommend asking sustainability organizations in Lexington and Kentucky to share information with their members. These would include local EV clubs, the Kentucky Conservation Committee, etc.</p>
<p>Please basic bio details of sales and marketing staff who will support this campaign. Include name, position, location and time in solar sales role.</p>	<ul style="list-style-type: none"> * Jeffrey Nazarko, VP Sales & Marketing, Lexington, KY, 2 years * River Fuchs, Regional Director of Sales, Lexington, KY, 2 years * Seth Boehman, Inside Sales, Lexington, KY 4 year sales & installation * Eli Gover, Sales Manager, Lexington, KY, 1 year * David Holland, Commercial Sales Director, 2 years
<p>For standard unfiltered residential leads (excluding Solarize campaigns) what is your 2023 total company average lead to contract conversion rate?</p>	<p>Our close rate was down slightly in 2023 to 9%. We believe that was related to the increased cost of capital. In 2022, our close rate was 13%. We transitioned to HubSpot early in 2024 to give our salespeople more tools to improve their close rates from now forward.</p>

What is your maximum capacity for number of remote roof evaluations you can conduct per week for this campaign?	100+/week utilizing 4 dedicated sales people who could each produce 5-6 remote quotes a day to equal 100. Additionally, for remote quotes we can utilize additional sales staff and engineering staff across the company
What is your maximum capacity for number of in-person site visits you can conduct per week for this campaign?	50 per week. Four residential sales people could do 2-3 site visits a day maximum, equally a max of 50 per week.
What is your maximum capacity for number of PV systems you can install per month for this campaign? Does this installation capacity assume new hires, and if so, how many new hires does it assume?	Maximum capacity depends on average system size. SES fields eight full-time installation teams capable of at least 30 kW/wk. of standard installs or 960kW of PV systems per month. If volume exceeds that, we look forward to bringing on new hires.
What is the maximum total number of systems you can install as contracted through the campaign?	1000
Describe your ability to handle a large number of leads and projects over a short timeframe.	Lexington is where SES was founded and is a core local market for us. SES can mobilize available resources in the region to support the Solarize Lexington campaign.
Describe a contingency plan if workload exceeds your expectations and capacity.	SES can mobilize resources from other markets, including Louisville, Cincinnati, Indianapolis, Richmond or affiliated other solar partners (Amicus).
Do you have any boundary limitations for providing service within the program area?	No, we serve all of the greater Lexington area and surrounding areas.

Solarize Lexington 7. Additional System Offerings

Proposer Instructions

Please describe the types of additional non-solar PV offerings you or a sub-contractor can provide and the corresponding price in the blue cells.

Proposing Firm:	
Electrical Services Offered	
Service	Description
Describe your or your sub-contractor's experience in providing electrical upgrade services.	SES has in-house Master and Journeyman Electricians to upgrade electrical panels and services. SES does not subcontract any electrical work. All work is performed in-house by SES electricians.
Roof Repair Services Offered	
Service	Description
Do you have roofing skills in-house? If yes, please specify roofing types covered	SES employees multiple installers with prior roofing experience including a lead installer with years in residential roofing (in 2023 our entire install team trained by completing a re-roof of an employee's home in a quarterly training session). SES employees have experience with asphalt, metal, standing-seam metal, TPO, EPDM, PVC, copper and other roof types.
If no, do you have a relationship with an approved roofing contractor? If so please provide name, address and contact point for your approved roofing contractor	SES seeks to work with existing project roofers for larger scopes where applicable. SES strives to not recommend any roofer or accept roof liability as this is not our core business
Other Equipment	
Please describe any other equipment that you might offer customers and the prices you will offer them at. (e.g., snow management systems, squirrel guards insulation etc.).	
SPAN Smart Electric Panel	\$8,785
Electric Service Upgrade (no panel)	\$2,000
Electric Panel Upgrade	Depends on panel size and site, \$2,000 is typical for 200A
SolarEdge Advanced Consumption vs. Production Monitoring	\$400
Squirrel Guards	\$3.15 per foot
Snow Guards	Custom depending on roof type
Lightning Suppressor	\$117
Analog Production Meter	\$113

Solarize Lexington 8. Community Benefits

Proposer Instructions

Please include your answers in the blue cells below pertaining to community benefits.

Proposing Firm:	
Employees / Hiring	
Race and Gender Representation	
Is your business women or minority owned?	No. We are now Employee Owned. We were WBE for over 17 years.
What percentage of your staff are women?	8%
What percentage of your leadership/executive team are women?	37%
What percentage of your staff are people of color?	7%
What percentage of your leadership/executive team are people of color?	0%
Describe any significant efforts to employ women, minorities, residents from underemployed communities, or qualified individuals with criminal records.	SES evaluates all candidates based solely on their qualifications for the job they are applying for, and while no special programs are in place for this process, it is always our goal to have as inclusive a work place as possible. SES does not discriminate on the basis of race, religion, national origin, sex or sexual orientation/identification.
Describe any efforts you have made or will make to hire individuals from the local community in Lexington - Fayette County.	SES has 30 full-time employees working at our Lexington Headquarters, 21 of which live in Lexington. The company is currently advertising installer positions for our Lexington location.
Describe any processes you have in place to train and educate your operational and administrative staff on solar specific skills and to reduce employee turnover	SES is now part of the Kentucky Registered Apprenticeship Program (RAP). Our apprenticeship program will facilitate a highly trained workforce that will greatly impact Kentucky's workforce and economy. Benefits for career seekers in apprenticeship programs include; earning an income while learning, avoiding student debt, gaining workplace relevant skills in the field of their choice, and easing the transition from school to career while jump starting a career. SES continues to steer interested employees into IEC electrical apprenticeships. SES pays for all employee training and testing in pursuit of electrical licenses or NABCEP certification credentials as well as OSHA and other safety credentials. To reduce turnover SES offers above average industry wages, health insurance, 401k match, employee ownership after one year, profit sharing bonus, performance bonus, and other enticements.
Economic Impact	
Do you pay a living wage for all employees based on the city or county where you are located? (use http://livingwage.mit.edu/)	The living wage in Lexington-Fayette, KY for 1 adult with no children is \$15.62. The SES average wage for installers is \$23.15/hour
Is your staff unionized?	No, but we are employee owned.
Local Community Impact	
Describe your prior/current efforts making solar inclusive to moderate income residents and/or people of color.	SES has been awarded many communities solar/solarize programs; winning bids for Solarize Louisville, SUN Indianapolis, Solarize Lexington, Cincinnati Solarize, and Solarize Southwest Virginia. While we are a modest company looking to be more intentional about reaching LMI residents and POC, we welcome and encourage community solar programs to make solar more affordable and accessible.
Describe any prior community building efforts your business has provided to a local community that you work/worked in.	In 2022, SES donated time to help the flood victims. In 2023, SES worked with many orphaned systems and did not charge to get a system operational if the customer did not have the ability to pay, or at significantly reduced rates to help get solar online and reduce that stain on the industry. I can't put a quantity on this but know I did this many times during 2023, when the bankruptcy was first announced and several months after that.
Describe any community building commitments your firm will make if selected as the chosen installer (e.g., Community service, subsidizing LMI solar costs, donations to non-profits, offering internships or solar job training programs, etc.).	SES is part of the Kentucky Registered Apprenticeship Program (RAP) and is eager to employ more installers. SES is providing an offer to grant recipients to cover the costs associated with 30 year Solar Insure warranty.

Solarize Lexington

9. Additional Information

Proposer Instructions

Please include any other additional information is relevant to your bid (300 word limit).

Proposing Firm:	Solar Energy Solutions
Additional Information	
<p>Include any other additional information that is relevant to your bid (300 word limit).</p>	<p>Solar Energy Solutions was founded and has been operating in Kentucky for over 17 years. SES's primary warehouse (HQ) is in Lexington, with additional warehouses/sales offices in Louisville, Indianapolis, IN; Cincinnati, OH; Champaign, IL; and Richmond, VA. Having six total crews within 100 miles of Lexington, SES can rotate crews into the Lexington area as volume demands for installations. SES crews are dedicated, local, and experienced installers.</p> <p>In the last eight years, Solar Energy Solutions has installed 1686 solar systems and battery storage systems in Kentucky alone. Those installations include over 38,329 kW of solar. Between 2019 and 2023, SES has also installed over 6,993 kWh hours of backup storage, primarily Tesla Powerwall . Environmental Benefit: Over 25 years, the environmental benefits of our 38+ MW of installations are enormous. Those systems will produce approximately 51,603,413 kWh of clean energy, calculated with PVWatts.</p> <p>Solar Energy Solutions is dedicated to preparing for the future of solar in Lexington and beyond. With our new apprenticeship program, expanded project management, O&M, and the integration of HubSpot and Arrivy, we have positioned well for the Lexington Solarize Program and the future growth we expect in the industry with Solar for All.</p>

Solarize Lexington 1. Installer Profile

Please fill in all blue cells with the requested information pertaining to the firm. If you need to provide explanatory notes, please use Column E.

Proposer Instructions

Date: 1/25/2024

Proposer Contact Information				Notes
Name	River Fuchs			
Title	Regional Sales Director			
Phone Number	859-270-7448			
Email	river@sesre.com			
Firm Information				Notes
Proposing Firm	Solar Energy Solutions			
Headquarters Address	1038 Brentwood Ct, Lexington, Suite B, KY 40511			
Local Address (where work will be completed for this project)	1038 Brentwood Ct, Lexington, Suite B, KY 40511			
FEIN	20-496767			
Kentucky License Number	CE64790			
Subsidiaries & Affiliates Information				Notes
	Name	Address	FEIN	
Company #1	N/A			
Company #2	N/A			
Company #3	N/A			
Employee Information				Notes
Number of Full Time Employees	70			
Number of Part Time Employees	1			
Number of Employees in Kentucky	33			
Number of Install Employees Permanently Based In Campaign Area	13			
Number of Sales Employees Permanently Based In Campaign Area	5			
Number of Employees with NAPCEP or UL Certification in Kentucky	7			
Number of Direct Employees with Kentucky Electricians License	5			Michael Nelson, Ezra Klarer, Dain Spurgeon, Jake Strong, Ben Jones, Rhodes Thompson
Number of Employees with Other Relevant Certifications	4			2 PE, 1 KY Building and Construction License, 1 Drone License.
Firm Experience				Notes
Years of Experience				
Firm (total years)	17			
Firm (years in Kentucky)	17			

Project Manager (years)	Steven Riddle (2 years)			There are three additional Project Managers (PM) at SES and an O&M PM on staff. Steven primarily manages Lexington residential.
Lead Installer #1 (years)	Ezra Klarer (17 years)			
Lead Installer #2 (years)	Mike Nelson (10 years)			
Residential Solar PV Installations	2021	2022	2023	
Customer Owned Systems (in US)	260	331	253	
Customer Owned Systems (in Kentucky)	143	222	170	
Customer Owned Systems (in Lexington)	19	40	95	
Residential Energy Storage Installations	2021	2022	2023	
Customer Owned Systems (kWh in US)	1795.5	1922.5	1323	
Customer Owned Systems (kWh in Kentucky)	1053	957	904.5	
Customer Owned Systems (kWh in Lexington)	148.5	187.5	283.5	
Residential/Small Commercial Ground Mount Installs	2021	2022	2023	
Customer Owned Systems (# & kW in US)	42 (1034.21)	34 (886.72 KW)	23 (358.34 kW)	
Site Evaluations	2021	2022	2023	
Estimated Number of Roofs Evaluated for Solar Remotely per Week (in Lexington)	20	40	30	
Estimated Number of Site Visits per Week (in Lexington)	8	16	12	
Lexington Area Residential Customer References	Name	Phone	Project Size (kW)	
Reference #1	Edward Murner	8595098235	10.8	
Reference #2	Patrick Mooney	8595767729	8.8	
Reference #3	Andrew Bond	5049058207	22.2	
Financial Position				Notes
Business Revenue & Profits	2021	2022	2023	
Annual Gross Revenues				This can be provided separately with a signed NDA agreement.
Annual Net Profit				This can be provided separately with a signed NDA agreement.
Financing Partners	2021	2022	2023	
Firm #1: Name	Sunlight Financial		Credit Human	Credit Human was added in 2023
Firm #1: Financing Product	Installment Loans			
Firm #1: # Customers That Used Product	33	51	23	
Firm #2: Name	Dividend*		Sunlight/Dividend	We are onboarding Sunnova as financing options to provide more value to our customers. Sunnova loan products will give SES access to Aurora and offer extended warranties to customers.
Firm #2: Financing Product	Installment Loans			

Firm #2: # Customers That Used Product		8	3 SL / 6 Div	We are no longer offering Dividend Financial loan products. We are replacing that offering with Sunnova to provide customers with additional value.
Insurance				Notes
	Name	Coverage	Policy #	
Firm's Bank	Central Bank	N/A	N/A	
Entity Proving Bonding / Financial Backing	Travelers Insurance			\$15/30MM bond
Liability Insurer	West Bend Mutual Insurance Company	\$2MM General, \$4MM Umbrella	B216504	
Worker's Compensation Insurer	KY AGC (100700)	\$4.5MM		via Assured Partners
Is this business(local or parent company) or its management involved in any pending lawsuits, regulatory proceedings, or other legal proceedings involving the business?	Neither Solar Energy Solutions nor its management is involved in any pending lawsuits, regulatory proceedings, or other legal proceedings involving SES.			
Does the business conduct criminal background checks before hiring employees?	Solar Energy conducts background checks on all employees before hiring them. SES conducts a ten-year criminal background check and a five year motor vehicle check.			
Is the business or any officer of the company involved in bankruptcy or insolvency proceedings?	Neither Solar Energy Solutions nor its officers are involved in bankruptcy or insolvency proceedings.			

**Solarize Lexington
2. Residential Solar PV Pricing**

Please fill in all blue cells with the requested pricing information. Base pricing proposals should include total installation price, which includes system design, permitting, applicable materials and equipment, transportation, labor, and all equipment and workmanship warranties. The price should be independent of any tax credits or incentives available to the customers. Outline the specific process, electrical, mechanical, structural, equipment, site, or labor features that will result in cost reductions or increases above the Base Pricing Proposal. The Proposer should place \$0 for all applications that will not result in a cost modification and "N/A" if it is not offered.

Proposer Instructions

Proposing Firm:	Solar Energy Solutions			Notes
	Example Array Size (kW DC)			
Base Proposal	Tier 1: 5 kW	Tier 2: 10 kW	Tier 3: 20 kW	
Standard Panel Price KY - NE Solar/ZNShine w/ Solaredge INV	2.74 \$/W	2.54 \$/W	2.45 \$/W	Full 'all component' turnkey install on single story roof
Premium Panel Price KY - QCell Qtron 22% eff	3.01 \$/W	2.78 \$/W	2.69 \$/W	Tesla Inverter discount available - see below
Standard Panel Price Prior To Solarize Discoun	3.22 \$/W	2.89 \$/W	2.86 \$/W	ZNShine + SolarEdge
Premium Panel Price Prior To Solarize Discoun	3.42 \$/W	3.09 \$/W	3.06 \$/W	QCell + SolarEdge
Factor or Special Condition				
Microinverters	\$0.24 \$/W	\$0.24 \$/W	\$0.24 \$/W	
Power Optimizers	\$0.00	\$0.00	\$0.00 \$/Each	
Inverter Extended Warranty (each)	\$233.00 \$	\$386.00 \$	\$772.00 \$	SolarEdge 25 year warranty (20kW price assumes 2 inverters)
Extended Warranty Whole System (e.g., SolarInsure)	\$0.10 \$/W	\$0.10 \$/W	\$0.10 \$/W	Included at no charge for Grant Jobs, Optional at cost for other
Panels in Non-standard Orientation	\$0.35 \$/W	\$0.27 \$/W	\$0.22 \$/W	
Roof Pitch > 7/12 to 12/12	\$0.25 \$/W	\$0.25 \$/W	\$0.25 \$/W	
Roof Pitch > 12/12	\$0.50 \$/W	\$0.50 \$/W	\$0.50 \$/W	
Additional Roof Surfaces (over 2')	\$325.00 \$	\$325.00 \$	\$325.00 \$	
Premium Roof Mount (rack free/low profile etc.)	\$0.10 \$/W	\$0.10 \$/W	\$0.10 \$/W	
PVC Roof Vent Move	\$400.00 \$	\$400.00 \$	\$400.00 \$	
Ground Mount Adder (including 100' Trenching)	\$0.35 \$/W	\$0.30 \$/W	\$0.20 \$/W	First 100 feet
Ground Mount Additional Trenching per 100'	\$0.02 \$/w/10ft	\$0.02 \$/w/10ft	\$0.017 \$/w/10ft	Additional trenching beyond 100ft is added per watt/per 10ft section, (ex. 120 feet of trenching for 5 kW is \$0.35+\$0.02+\$0.02 = \$0.39 per watt)
Electrical Panel Upgrade (200A)	\$3,000.00 \$	\$3,000.00 \$	\$3,000.00 \$	Updating electric service at the same time is an additional \$1,000
Critter Guards (\$/ft.)	\$6.00 \$/ft	\$6.00 \$/ft	\$6.00 \$/ft	
Electric Service Upgrade - No new pane	\$2,000.00 \$	\$2,000.00 \$	\$2,000.00 \$	Updating the electric panel at the same time is an additional \$1,000
Tesla Inverter Discount	-\$0.35 \$/W	-\$0.28 \$/W	-\$0.18 \$/W	Discount available for using Tesla inverter in place of SolarEdge
Second Story Adder	\$1,000.00 \$	\$2,000.00 \$	\$3,000.00 \$	
Example Battery #				Notes
Base Storage Proposal	1 Battery	2 Battery	3 Battery	
Storage Capacity	13.5 kWh	27 kWh	40.5 kWh	Additional of batteries from same manufacturer to increase storage (kWh) size
Battery System Price - Tesla Powerwall basis of design	\$12,634 \$	\$24,403 \$	\$33,882 \$	
Battery System Price	\$936 \$/kWh	\$904 \$/kWh	\$837 \$/kWh	Total cost/kWh
HVAC Compressor Soft Start Addition (if required)	n/a	\$	n/a	
Add External Whole Home Disconnect if Not Already Presen	2000	2000	2000	Often needed for existing homes not built in recent year
Add AC Panelboard service wire changes:	\$50/ft of wire			Any replacement/re-routing of AC feeders from AC disconnect to backed-up panelboard
AC circuit Movement, 20A or less	\$300/first circuit	\$100/each additional circuit		Custom pricing for larger circuit
Powerwall 3 w/ array in lieu of SolarEdge w/ Optimizer	\$11,634	23403	32882	Up to 4 PW3 currently allowed per home by Tesla, pending rollout (savings on no SolarEdge inv and optimizer). Other adders necessary

Note: Battery system pricing must reflect standard full (turnkey) storage system install costs including battery, any required transformer, CT's, control, communication and partial or full load center install component additions. Pricing presumes no abnormal conduit/wiring runs and battery being adjacent to breaker panel.
Note: Clearly indicate if there are variations in price offering, for example, for financed or cash purchases.

Prior Solarize

2.91 \$/W	2.58 \$/W	2.49 \$/W
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Solarize Lexington

3. Financing & Qualifications

Please fill in all blue cells with the requested information pertaining to your available financing products and qualifications. If you need to provide explanatory notes, please use Column D. If another company will be providing financing options, please provide a reference and contact information for a representative at the financing company you partner with and intend to offer to participants. If you propose to work with multiple lenders, please provide the information for each lender. Add more columns as necessary.

Proposer Instructions

Proposing Firm:	Solar Energy Solutions			
Customer Ownership (Upfront Purchase)				
Loan Terms	Offering #1	Offering #2	Offering #3	Notes
Lender Company Name	Credit Human	Credit Human	Credit Human	
Lender Contact Name	Joe Hall	Joe Hall	Joe Hall	
Lender Contact Phone	210-258-1983	210-258-1984	210-258-1985	
Lender Contact Email	johall214@credithuman.com	johall214@credithuman.com	johall214@credithuman.com	
Product Name	Plan 4770	Plan 4670	Plan 4570	
Term Length Range (Years)	20	15	10	Most common
Interest Rate Range (%)	7.99	6.99	7.99	Most common
Down Payment (\$ or %)	0	0	0	
Dealer fees	0	0	0	
How many customers have used this product in the past 12 months?	7	Relatively new loan product	Relatively new loan product	Others loan products that people have used have been discontinued as interest rate have shifted throughout the year
Qualifications	Offering #1	Offering #2	Offering #3	Notes
Minimum FICO Score	620	620	620	
Maximum Debt-to-Income	Unsecured = 55% UCC Secured = 60%	Unsecured = 55% UCC Secured = 60%	Unsecured = 55% UCC Secured = 60%	
If selected, would this lender commit to piloting Energy Score as an alternative to FICO score?	No	No	No	

Solarize Lexington

4. Equipment Specifications

Please fill in all blue cells with the requested information pertaining to the Standard PV System offering corresponding to the Base Pricing Proposal and Premium PV System offering corresponding to the Cost Increases in the "Pricing" tab. If you need to provide explanatory notes, please use Column D. If providing more than one type of standard equipment with the base pricing, provide the specifications below in "Additional Standard PV Equipment". Add rows to specify additional equipment, if needed.

Proposer Instructions

Proposing Firm:			
PV System Sizing		Units	Notes
Minimum System Size Offered	No Minimum	kW-DC	Custom pricing below 4kW
Maximum System Size Offered	No Maximum	kW-DC	Custom pricing above 20kW
		Units	Notes
Standard Panel			
Brand/Manufacturer	NE Solar/ ZNShine		SES will supply NE Solar panels and then migrate to ZNShine panels. These are identical panels made at the same factory but name-plated differently for sale in different markets. This switch is due to capitalize on name recognition in the mid-west market, where ZNShine panels have greater recognition than NE Solar panels. We estimate these panels will be used on builds starting in June 2024. ZNShine is also on Sunnova's approved vendor list, creating opportunities for a loan product that offers its own extended warranty for those interested in financing options.
Wattage (W)	410		
Country of Origin	ambodia/Indones	Country	Indonesia after depletion of existing inventory, a
Dimensions (H x W x D)	67.8x44.6x1.18	inches	
Efficiency	20.97	%	
Performance Warranty/Guarantee	84.8% at 25yrs	% at X year	
Equipment Warranty/Guarantee	12	Years	
Output Degradation	0.55%	% per year	2% yr. one, 0.55% yr. to 25.
Premium Panel (higher Efficiency, Warranty Or Brand Quality)			
Brand/Manufacturer	QCell		
Wattage (W)	425		
Country of Origin	US	Country	
Dimensions (H x W x D)	67.8x44.6x1.18	inches	
Efficiency	22.2	%	
Performance Warranty/Guarantee	90.58% at 25yrs	% at X year	
Equipment Warranty/Guarantee	25 years	Years	
Output Degradation	0.33%	% per year	1.5% yr. one, 0.33% yr. to 25.
Inverter			
Brand/Manufacturer	Solar Edge		Basis of design
Country of Origin	Vietnam	Country	
Model	E3000-11400H-US		
CEC Efficiency	99%	%	
Warranty	12	Coverage at X year	
Inverter			
Brand/Manufacturer	Tesla		Where desired as deduct
Country of Origin	USA	Country	
Model	1538000-xx-y		
CEC Efficiency	97.5% at 208 V	%	98.0% at 240 V
Warranty	12.5	Coverage at X year	
Standard Roof Racking			
Racking Type/Description	Rail		
Applicability for the Following Roof Types	Pitched Roofs		
Brand/Manufacturer	Everest K2 Racking		
Warranty	12	Years	
Country of Origin	Mexico	Country	
Flashing			

Flashing Type/Description	Roof Flashing		
Brand/Manufacturer	Everest		
Warranty	12	Years	
Country of Origin	Mexico	Country	
Premium Roof Racking Or Skirting, If Applicable (Array Skirting If Offered)			
Racking Type/Description	SnapNRack		
Applicability for the Following Roof Types	Pitched Roofs		
Brand/Manufacturer	SnapNRack		
Warranty	25	Years	
Country of Origin	USA	Country	
Ground Mount Racking			
Racking Type/Description	Fixed Tilt Racking		
Brand/Manufacturer	Unirac		
Warranty	25	Years	
Country of Origin	USA/Canada	Country	
Microinverter			
Brand/Manufacturer	Enphase		
Type	IQ8		
Efficiency	97.3 - 97.6	%	
Warranty	25	Years	
Country of Origin	USA/Canada	Country	
Optimizer			
Brand/Manufacturer	Solar Edge		
Type	S440		
Efficiency	99.5	%	
Warranty	25 years	Years	
Country of Origin	Vietnam	Country	
Labor and Workmanship Warranties			
Describe the warranty provided for the installer's labor and workmanship? Must be no less than 5-years	Solar Energy Solutions LLC warrants the installation of its Photovoltaic array system for five (5) 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 and is non-transferrable. Solar Energy Solutions LLC also bares no responsibility for		
If provided describe the whole array warranty extension offering?	We will offer the SolarInsure extended warranty to customers for \$.10/watt. This will be added to all grant installations. Please note, SES 5 year warranty is a complete (full wrap) warranty. SolarInsure and most competitor warranties are limited warranties		
Describe the roof penetration warranty provided.	Roof penetrations are covered under the 5 year installer warranty. Not to exceed the design life of the roof and assumes there is no issue with underlying roofing materials. Warranty on grant and for any customers that choose the Solar Insure extended warranty increases roof penetration warranty to 30 years. In 17 years, SES has not encountered roof penetration issues that did not materialize within first year.		
Additional Equipment Offerings			
Other Standard Equipment Options (Specify):	Car charger 60A	\$1,200	Emporia, may have adders for long wire runs
Other Standard Equipment Options (Specify):	Span Panel	\$8,785	Smart 200A load center that replaces the electric panel
Other Standard Equipment Options (Specify):			
Other Standard Equipment Options (Specify):			
Other Standard Equipment Options (Specify):			

prox. May

Solarize Lexington

5. Battery Equipment Specifications

Please fill in all blue cells with the requested information pertaining to the complete energy storage system corresponding to the component costs in the "Pricing" tab. If you need to provide explanatory notes, please use Column D. If providing more than one type of standard equipment with the base pricing, provide the specifications below in "Additional Equipment Offerings". Add rows to specify additional equipment, if needed.

Proposer Instructions

Proposing Firm:			
Energy Storage System Equipment Offerings		Units	Notes
Battery System 1			
Brand/Manufacturer	Tesla		Powerwall 2, Powerwall 3 is being phased in for integrated solar and battery systems in Q1/Q2. PW2 will continue to exist for battery only
Storage Capacity Total (kWh)	14		
Usable Storage Capacity If Different (kWh)	13.5		
Country of Origin	USA	Country	
AC or DC Coupled	AC	AC/DC	
Operating AC Voltage Options	240	120V/208V/240V	
Dimensions (H x W x D)	45.3 x 29.7 x 6.1	inches	
Round Trip Efficiency %	90	%	
Maximum Supported Breaker Sizing	30	A	
Power Output (Peak kW and Duration)	7 kW, 10s		
Power Output (Continuous kW)	5 kW		
Performance Warranty/Guarantee	10 Years	Years/Cycles	Tesla does not set cycle limit.
Mounting Options	Both	Wall/Floor	
Stackable	Yes	Yes/No	Up to 10 units on one Back Up Gateway
Battery System 2 (2nd Vendor Option If Available)			
Brand/Manufacturer	FranklinWH		
Storage Capacity Total (kWh)	13.6		Only usable listed on spec sheet
Usable Storage Capacity If Different (kWh)	13.6		
Country of Origin	China	Country	HQ in USA, manufacturing in China
AC or DC Coupled	AC	AC/DC	
Operating AC Voltage Options	120/240	120V/208V/240V	
Dimensions (H x W x D)	45.3 x 29.5 x 11.4	inches	
Round Trip Efficiency %	89	%	
Maximum Supported Breaker Sizing	80	A	
Power Output (Peak kW and Duration)	10kW, 10s	kW/Time	
Power Output (Continuous kW)	5	kW	
Performance Warranty/Guarantee	12	Years/Cycles	FranklinWH does not set cycle limit
Mounting Options	Both	Wall/Floor	
Stackable	Yes	Yes/No	Up to 15 units on one aGate
Additional Equipment Offerings			
Other Standard Equipment Options (Specify)	SPAN Panel listed in adders		
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			
Other Standard Equipment Options (Specify)			

Solarize Lexington

6. Services Provided

Please include your answers in the blue cells to corresponding questions below pertaining to customer and campaign services.

Proposer Instructions

Proposing Firm:	Solar Energy Solutions
Customer Services Provided	
System Operation, Maintenance, and Monitoring	
Will the system include monitoring? If so, at what level (system wide or per panel)? If so, please specify the additional cost to the customer and also add this cost in the "Pricing" tab.	both Tesla, SolarEdge, Enphase, FranklinWH and others. SolarEdge, Enphase also include panel level monitoring. All require a Wi-Fi internet connection. If not available a cell card can be added at an additional charge
If applicable: For upfront purchased systems, describe any ongoing operations and maintenance services you provide and its associated cost.	SES provides a full five year wrap to Solarize participants up from our standard three year wrap. This includes any O&M labor and material cost at no charge to the participant. Past that point SES provides ongoing O&M services on a time and material rate through
Health / Safety	
Describe your company's practices and policies for ensuring safety for employees on site and customers who may be present on the worksite.	ensures their training before being on the job. SES has a safety manual that employees are expected to follow and employees are routinely advised of updated safety practices and training at monthly
Provide your company's Experience Modification Rate (EMR) for 2023. (Insurer Provided Accident Rate Index)	0.8
Provide a summary of your business health and safety protocols for installations and interacting with customers on site during the COVID-19 pandemic.	Solar Energy Solutions follows all COVID-19 related guidelines from the CDC.
Roof Related Services	
Will you be able to remove and reinstall the original PV installation should a customer need to complete roof repairs at a later date independent of the PV installation? If so, please specify the additional cost to the customer and also add this cost in the "Pricing" tab.	YES, SES will remove and reinstall roof mounted solar panel systems for participants if need arises in the future for roof repair, replacement etc. *Smaller systems that require two full team days for removal and replacing is estimated to be \$3,500* (plus taxes etc.) assuming no unusual conditions. Labor rate is effectively \$100/hr. SES sales, engineering, and installation staff are diligent not to install systems on roofs in poor condition.

Describe the methodology for weatherproofing all roof attachment points made during the installation.	SES uses proper roof flashing designed in accordance with roofing industry standards for all roofing attachments. SES installers follow manufacture installation instructions. SES selects different products in accordance with different roofing materials.
Are there any roof or ground install types or processes you will not work with?	Roofs other than shingle or metal pitched roofs will require a custom quote.

Proposer Details

Customer Relations

<p>Describe your intake process for customer leads, methods for screening and customer follow up, and any data tracking systems you use for installations.</p>	<p>SES has, for the last five years, managed its sales process through CRM software. Starting in 2024, we have upgraded that software to HubSpot which allow us to better track where customers are in their Journey. HubSpot has more filtering features, which also allow salespeople to better understand where their contacts are in the sales process. In this transition we have incorporated the work flow that was developed over the last 4-5 years with Job Nimbus.</p>
<p>What languages are your customer relations staff capable of communicating in?</p>	<p>English, Spanish, Italian, and German</p>
<p>Describe your strategies for a joint marketing strategy with the Lexington-Fayette Urban County Government and partners to expand the number of residential solar installations as part of this program. If applicable, include ideas about community outreach, community partners you would work with, and specific examples of marketing materials you would provide (lawn signs, flyers, mail, etc.).</p>	<p>SES has worked with other solarize and SUN programs to help expand marketing effort to residents eligible for the community solar offering. We will work with the city to design joint marketing media including yard signs, flyers and mailers. We also welcome the opportunity to present at information sessions with the city, both in person and/or virtual. We can promote those events and the program to Lexington area residents by directing Facebook and Google Ads specifically targeted to Lexington area residents. We would also recommend asking sustainability organizations in Lexington and Kentucky to share information with their members. These would include local EV clubs, the Kentucky Conservation Committee, etc.</p>
<p>Please basic bio details of sales and marketing staff who will support this campaign. Include name, position, location and time in solar sales role.</p>	<p>*Jeffrey Nazarko, VP Sales & Marketing, Lexington, KY, 2 years *River Fuchs, Regional Director of Sales, Lexington, KY, 2 years *Seth Boehman, Inside Sales, Lexington, KY 4 year sales & installation * Eli Gover, Sales Manager, Lexington, KY, 1 year * David Holland, Commercial Sales Director, 2 years</p>

For standard unfiltered residential leads (excluding Solarize campaigns) what is your 2023 total company average lead to contract conversion rate?	Our close rate was down slightly in 2023 to 9%. We believe that was related to the increased cost of capital. In 2022, our close rate was 13%. We transitioned to HubSpot early in 2024 to give our salespeople more tools to improve their close rates from now forward.
What is your maximum capacity for number of remote roof evaluations you can conduct per week for this campaign?	100+/week utilizing 4 dedicated sales people who could each produce 5-6 remote quotes a day to equal 100. Additionally, for remote quotes we can utilize additional sales staff and engineering staff across the company
What is your maximum capacity for number of in-person site visits you can conduct per week for this campaign?	50 per week. Four residential sales people could do 2-3 site visits a day maximum, equally a max of 50 per week.
What is your maximum capacity for number of PV systems you can install per month for this campaign? Does this installation capacity assume new hires, and if so, how many new hires does it assume?	Maximum capacity depends on average system size. SES fields eight full-time installation teams capable of at least 30 kW/wk. of standard installs or 960kW of PV systems per month. If volume exceeds that, we look forward to bringing on new hires.
What is the maximum total number of systems you can install as contracted through the campaign?	1000
Describe your ability to handle a large number of leads and projects over a short timeframe.	Lexington is where SES was founded and is a core local market for us. SES can mobilize available resources in the region to support the Solarize Lexington campaign.
Describe a contingency plan if workload exceeds your expectations and capacity.	SES can mobilize resources from other markets, including Louisville, Cincinnati, Indianapolis, Richmond or affiliated other solar partners (Amicus).
Do you have any boundary limitations for providing service within the program area?	No, we serve all of the greater Lexington area and surrounding areas.

Solarize Lexington

7. Additional System Offerings

Proposer Instructions

Please describe the types of additional non-solar PV offerings you or a sub-contractor can provide and the corresponding price in the blue cells.

Proposing Firm:	
Electrical Services Offered	
Service	Description
Describe your or your sub-contractor's experience in providing electrical upgrade services.	SES has in-house Master and Journeyman Electricians to upgrade electrical panels and services. SES does not subcontract any electrical work. All work is performed in-house by SES electricians.
Roof Repair Services Offered	
Service	Description
Do you have roofing skills in-house? If yes, please specify roofing types covered	SES employees multiple installers with prior roofing experience including a lead installer with years in residential roofing (in 2023 our entire install team trained by completing a re-roof of an employee's home in a quarterly training session). SES employees have experience with asphalt, metal, standing-seam metal, TPO, EPDM, PVC, copper and other roof types.
If no, do you have a relationship with an approved roofing contractor? If so please provide name, address and contact point for your approved roofing contractor	SES seeks to work with existing project roofers for larger scopes where applicable. SES strives to not recommend any roofer or accept roof liability as this is not our core business
Other Equipment	
Please describe any other equipment that you might offer customers and the prices you will offer them at. (e.g., snow management systems, squirrel guards insulation etc.).	
SPAN Smart Electric Panel	\$8,785
Electric Service Upgrade (no panel)	\$2,000
Electric Panel Upgrade	Depends on panel size and site, \$2,000 is typical for 200A
SolarEdge Advanced Consumption vs. Production Monitoring	\$400
Squirrel Guards	\$3.15 per foot
Snow Guards	Custom depending on roof type
Lightning Suppressor	\$117
Analog Production Meter	\$113

Solarize Lexington
8. Community Benefits

Proposer Instructions

Please include your answers in the blue cells below pertaining to community benefits.

Proposing Firm:	
Employees / Hiring	
Race and Gender Representation	
Is your business women or minority owned?	No. We are now Employee Owned. We were WBE for over 17 years.
What percentage of your staff are women?	8%
What percentage of your leadership/executive team are women?	37%
What percentage of your staff are people of color?	7%
What percentage of your leadership/executive team are people of color?	0%
Describe any significant efforts to employ women, minorities, residents from underemployed communities, or qualified individuals with criminal records.	SES evaluates all candidates based solely on their qualifications for the job they are applying for, and while no special programs are in place for this process, it is always our goal to have as inclusive a work place as possible. SES does not discriminate on the basis of race, religion, national origin, sex or sexual orientation/identification.
Describe any efforts you have made or will make to hire individuals from the local community in Lexington - Fayette County.	SES has 30 full-time employees working at our Lexington Headquarters, 21 of which live in Lexington. The company is currently advertising installer positions for our Lexington location.
Describe any processes you have in place to train and educate your operational and administrative staff on solar specific skills and to reduce employee turnover	SES is now part of the Kentucky Registered Apprenticeship Program (RAP). Our apprenticeship program will facilitate a highly trained workforce that will greatly impact Kentucky's workforce and economy. Benefits for career seekers in apprenticeship programs include; earning an income while learning, avoiding student debt, gaining workplace relevant skills in the field of their choice, and easing the transition from school to career while jump starting a career. SES continues to steer interested employees into IEC electrical apprenticeships. SES pays for all employee training and testing in pursuit of electrical licenses or NABCEP certification credentials as well as OSHA and other safety credentials. To reduce turnover SES offers above average industry wages, health insurance, 401k match, employee ownership after one year, profit sharing bonus, performance bonus, and other enticements.
Economic Impact	
Do you pay a living wage for all employees based on the city or county where you are located? (use http://livingwage.mit.edu/)	The living wage in Lexington-Fayette, KY for 1 adult with no children is \$15.62. The SES average wage for installers is \$23.15/hour
Is your staff unionized?	No, but we are employee owned.
Local Community Impact	
Describe your prior/current efforts making solar inclusive to moderate income residents and/or people of color.	SES has been awarded many communities solar/solarize programs; winning bids for Solarize Louisville, SUN Indianapolis, Solarize Lexington, Cincinnati Solarize, and Solarize Southwest Virginia. While we are a modest company looking to be more intentional about reaching LMI residents and POC, we welcome and encourage community solar programs to make solar more affordable and accessible.
Describe any prior community building efforts your business has provided to a local community that you work/worked in.	In 2022, SES donated time to help the flood victims. In 2023, SES worked with many orphaned systems and did not charge to get a system operational if the customer did not have the ability to pay, or at significantly reduced rates to help get solar online and reduce that stain on the industry. I can't put a quantity on this but know I did this many times during 2023, when the bankruptcy was first announced and several months after that.
Describe any community building commitments your firm will make if selected as the chosen installer (e.g., Community service, subsidizing LMI solar costs, donations to non-profits, offering internships or solar job training programs, etc.).	SES is part of the Kentucky Registered Apprenticeship Program (RAP) and is eager to employ more installers. SES is providing an offer to grant recipients to cover the costs associated with 30 year Solar Insure warranty.

Solarize Lexington

9. Additional Information

Proposer Instructions

Please include any other additional information is relevant to your bid (300 word limit).

Proposing Firm:	Solar Energy Solutions
Additional Information	
<p>Include any other additional information that is relevant to your bid (300 word limit).</p>	<p>Solar Energy Solutions was founded and has been operating in Kentucky for over 17 years. SES's primary warehouse (HQ) is in Lexington, with additional warehouses/sales offices in Louisville, Indianapolis, IN; Cincinnati, OH; Champaign, IL; and Richmond, VA. Having six total crews within 100 miles of Lexington, SES can rotate crews into the Lexington area as volume demands for installations. SES crews are dedicated, local, and experienced installers.</p> <p>In the last eight years, Solar Energy Solutions has installed 1686 solar systems and battery storage systems in Kentucky alone. Those installations include over 38,329 kW of solar. Between 2019 and 2023, SES has also installed over 6,993 kWh hours of backup storage, primarily Tesla Powerwall . Environmental Benefit: Over 25 years, the environmental benefits of our 38+ MW of installations are enormous. Those systems will produce approximately 51,603,413 kWh of clean energy, calculated with PVWatts.</p> <p>Solar Energy Solutions is dedicated to preparing for the future of solar in Lexington and beyond. With our new apprenticeship program, expanded project management, O&M, and the integration of HubSpot and Arrivy, we have positioned well for the Lexington Solarize Program and the future growth we expect in the industry with Solar for All.</p>