

DETERMINATION TO PROCEED WITH PUBLIC-PRIVATE PARTNERSHIP

On or about July 28, 2025, the Lexington-Fayette Urban County Government received an unsolicited proposal for potential development of a Utility Scale Solar development at the Haley Pike Landfill (4172-4253 Hedger Lane). Having reviewed the unsolicited proposal, the Lexington-Fayette Urban County Government has determined it will be most advantageous for it to utilize the public-private partnership method of procurement provided under KRS 65.028 ("P3") in soliciting proposals for a long-term lease of a substantial portion of the Haley Pike Landfill for use as a Utility Scale Solar facility (RFP. No. 35-2025). In making this determination, all appropriate departments and divisions of the government were consulted and the regulatory analysis required by 200 KAR 5:355 was undertaken.

In addition to being the most transparent method of procurement for this project and the one that would best serve the public, the majority of the regulatory evaluation factors weigh in favor of using a P3. Given the scope of this project, it would not be feasible to proceed without a public-private partnership. LFUCG will have the ability to control the risk, costs, and performance associated with this project using this method. This method will be timely and efficient, and the benefits from using it are anticipated to be substantial, while the costs to the Lexington-Fayette Urban County Government are anticipated to be low. Benefits exist to utilizing a partner with experience and expertise in the development of Utility Scale Solar.

I am also further designating the Division of Procurement and the Department of Environmental Quality and Public Works to take the lead on undertaking the additional quantitative analysis of this project required under the law, which will be determinative of whether the government ultimately chooses to proceed.



Linda Gorton, Mayor

Date: 9-24-2025



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #35-2025 Haley Pike Solar Lease** 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 **September 24, 2025**. 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 one hundred twenty (120) 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.

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

Laws and Regulations

All applicable state laws, 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.

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 contractor is expressly required to comply with the Kentucky Equal Opportunity Act of 1978 (KRS 45.560 to KRS 45.640)

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.

SELECTION CRITERIA:

See complete criteria beginning on page 20

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.

The LFUCG reserves the right to request clarification of any proposal from prospective vendors, or to interview any vendor to further discuss their submitted proposal. The LFUCG further reserves the right to select more than one vendor as a preliminary finalist that will be required to make an oral presentation to the LFUCG. The LFUCG reserves the right to amend its final scoring of the proposals based upon information provided during such a presentation as long as the proposal does not materially differ from the written proposal submitted by the vendor.

Questions shall be submitted via Ion Wave at: <https://lexingtonky.ionwave.net>

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.
- 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.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. 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 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.

Signature

Name of Business

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

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 aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence
Auto Liability \$	\$1 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. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$5 million per occurrence, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of 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.

00548704

Introduction

On July 28th, 2025, Lexington Fayette Urban County Government (LFUCG) received an unsolicited proposal for the potential development of Utility Scale Solar development at Haley Pike Landfill (HPLF). Pursuant to KRS 65.028(17) and KRS 424, LFUCG has provided public notice of the unsolicited proposal and is now initiating a formal Request for Proposal process to receive formal proposals in a uniform format for evaluation.

LFUCG fully understands that the Investment Tax Credit (ITC) is an integral part of the financing model making this project possible. With that in mind, LFUCG intends to proceed quickly, if possible. However, redevelopment of a permitted landfill with closed and permitted cells will require review and approvals by outside entities such as Kentucky Energy and Environmental Cabinet (KEEC), which oversees all permitted and closed landfills.

Due to the accelerated timeframe needed to meet ITC deadlines, LFUCG is fully committed to acting as quickly as possible while ensuring all statutory requirements, reviews, and due diligence are completed.

Background

LFUCG has been researching and exploring the feasibility and restrictions associated with Utility Scale Solar on Haley Pike Landfill since 2020. In 2024, a Phase 1 Desktop Feasibility Study was completed by external subject matter experts. The attached Executive Summary and Study identified that a third party could economically construct a 110 MWdc array on approximately 320 buildable acres. The desktop level study identified several items that would benefit from additional study or development that could impact the final design, operations, and environmental impacts. We recommend a full review of the Desktop Feasibility Study and Executive Summary to best inform your RFP response.

Haley Pike Landfill is approximately 687 acres located primarily in Eastern Fayette County and Clark County. The landfill has two closed and capped cells (Area A closed/capped in early 1980s and Area B closed/capped in 2014) and three permitted but unused cells (Areas H, I, and J). Additionally, LFUCG uses some adjacent land areas for internal operations and leases other areas for operations to external organizations. LFUCG intends to continue operations at HPLF and expects to expand some operations in the near future, as described in Table 1. The anticipated expansion will restrict some areas from solar development, as LFUCG does not have alternative facilities available or appropriate for those activities. These restrictions were considered in the most recent Desktop Feasibility Study.

As a result of LFUCG's Desktop Feasibility Study, LFUCG identified leasable areas for Utility Scale Solar development. Please see diagram PV101 and Table 1 for more detailed information. Note listed acreage is approximate actual acreage may vary.

Assumptions

The following are assumptions for the Utility Scale Solar Project at the Haley Pike Landfill:

- LFUCG will NOT be involved in financing, bonding, or being the guarantor of the project.
- LFUCG will NOT be involved in day-to-day operations or construction of the project.
- LFUCG'S role will be limited to that of the Lessor and the administrator of the Landfill Permit. This WILL include monitoring of any/all activities that occur at Haley Pike Landfill, including any leased areas, to ensure compliance with the lease and all landfill and environmental compliance.
 - o Monitoring includes, but is not limited to, the following:
 - Oversight of the leachate collection and treatments system;
 - Groundwater and methane monitoring; and
 - Storm/surface water sampling.
- Any Utility Scale Project should be a Reuse/Repurpose project that provides maximum utilization of the capped landfill cells (Area A & Area B). LFUCG considers this to be a core component of the RFP. LFUCG would prefer a minimum of 25% of the total array be located on these areas (with a target of 33%). The total rate of utilization of closed cells will be a factor in scoring proposals.
- The developer will be responsible for acquiring any easement and Rights-Of-Way (ROW) needed for the project. This includes the CSX/RJ Corman rail line and ROW that bisects the property. LFUCG may assist as necessary and where possible, in its discretion.

Definitions and Abbreviations

Area –refers to one of the designated sub-areas of the Haley Pike Landfill, each designated by a letter as shown on the PV101.

Developer - used interchangeably for the Bidder, Developer, Lessee, and Operator.

DWM – LFUCG Division of Waste Management

EQPW – Lexington Fayette Urban County Government Environmental Quality and Public Works Department

HPLF – Haley Pike Landfill

ITC – Investment Tax Credit

KDWM – Kentucky Division of Waste Management

KEEC – Kentucky Energy and Environmental Cabinet

LFUCG – Lexington Fayette Urban County Government

MWdc – Megawatts Direct Current

PSC or KYPSC – Kentucky Public Service Commission

RFP – This Request for Proposal provided herein

ROW - Rights-Of-Way

USS – Utility Scale Solar

Scope

LFUCG is soliciting proposals from interested and qualified parties for a long-term lease (20-40 years) of a substantial portion of the Haley Pike Landfill for use as a Utility Scale Solar facility. The interested party or Developer should review this RFP and all attached documents in depth. To provide for a quick and accurate review process, it is highly recommended that RFP responses are formatted in a manner that conforms to the scoring criteria outlined below. This ensures that reviewers can locate and evaluate information that will be utilized for scoring the submission during the review process.

This RFP process will utilize the “Best Value” process due to the unique nature of the project proposal. LFUCG will consider multiple factors in selecting the most qualified developer to work with LFUCG for a long-term relationship. The Developer should have sufficient experience and qualifications to demonstrate its ability to complete the project and to continuously operate in a fiscally and environmentally responsible manner. Additionally, this project and subsequent lease must provide economic, social, and educational benefits to the citizens of Fayette County and beyond.

Array configuration and technical component review is a part of this RFP submittal to verify the Developers’ technical understanding and to validate economic assumptions as part of the review process. In order to perform due diligence and to ensure the Developer understands the critical nature of development and construction on a landfill cap and permitted landfill property, sufficient technical information must be provided in the Developer’s RFP response to validate its overall project proposal, technical understanding, and experience.

It is understandable that Developers may not have definitive solutions regarding all relevant information due to the ITC timeline. However, experienced and qualified Developers in a project of this scale are expected to have sufficient expertise to provide preliminary responses that sufficiently address each requested section.

A summary of the information being requested is provided below in the Submission Format Sections of this RFP.

Submission Format Sections – Percent of score

1. Background and Qualifications Section – 15%

- a. Company Background and Qualifications of Key Staff of the primary Bidder/Developer. Please limit information to Key Staff that will have a direct role in the development, construction, and operation of the proposed array.
 - i. Developer Entities – Company Background and Qualifications of Key Staff of critical partner entities or sub-contractors (if known). Please limit information to Key Staff that will have a direct role in development, construction, and operation of the proposal.
- b. Experience with similar projects
 - i. Please provide a detailed summary of at least two solar projects of similar scope and size. Include project references and date of installation.
 - 1. Projects under KY PSC or Kentucky State Board on Electric Generation and Transmission Siting (Ky Siting Board) authority preferred.
 - ii. Please provide a summary of any other relevant projects including size, location, date of installation and other key metrics of the project.
 - 1. Including, for example, projects with similar environmental considerations and regulations to the project described in this RFP, such as Brownfield projects.
- c. Interconnection & Regulatory Experience
 - i. Please provide a list of utilities & regulatory bodies that the Developer has successfully worked with. Provide the size of the associated projects.
 - ii. Outline past experience working with KY PSC and the KY Siting Board and experience working with state/local Waste Management divisions or similar regulatory entities for other Brownfield projects.
 - iii. If applicable, please provide a list and description of Interconnection Agreements with transmission organizations, such as PJM in the last five years.

2. Project Configuration and Technical Details – 25%

- a. PV Array and Equipment
 - i. Please provide a schematic level breakdown by area of the proposed Solar Array capacity.
 - ii. Racking Systems – Provide preliminary proposal of racking systems to be used. Areas A & B must use a ballasted racking system to protect landfill cap.
 - 1. Spec sheets of proposed racking system may be included, if known.
 - iii. Provide a brief explanation describing how your design will address and protect the landfill cap in areas A & B for other necessary equipment (mounting of inverters, balance of system equipment, communications equipment)
 - iv. Provide a brief explanation of how equipment will be transported and staged in a manner that protects the earthen cap in Areas A & B.
- b. Storm Water Management & Erosion Control
 - i. Utility Scale Solar arrays meet the definition of Impervious Surface (LFUCG Code of Ordinances Chapter 16, Art. XIV, Sec.16-402). Please provide a preliminary plan for compliance with this ordinance and ensure the applicable Water Quality Management Fee is included and listed separately from any projected lease payment in Section 3 Financial Summary.
 - ii. Additionally, erosion control, especially at the panel drip line has the potential to create erosion and infiltration issues. Please provide a preliminary plan for addressing these issues.
- c. Vegetation Management
 - i. Please provide a preliminary plan for addressing vegetation management. If the process will be different for the closed cell vs other areas, please address both.
- d. Site Access Control
 - i. LFUCG and multiple contract operators will continue to have active operations at the HPLF facility. As such, please address any proposed improvements you would need to make to restrict or prevent access to your leased areas and operations to all parties other than LFUCG. LFUCG will need routine access for landfill permit compliance activities.
 - 1. Also address how you would control access from the Railroad ROW.
- e. PSC Approval and Interconnection to grid.

- i. Responsibility for all PSC and/or KY Siting Board approvals, Interconnection Agreements, permits, inspections, and compliance with operations of Utility Scale Solar and a Qualified Facility rest solely on the Developer.
- f. Post Construction Monitoring & Safety Measures
 - i. Briefly outline how the PV system will be monitored post construction and identify Key Staff that will be responsible for monitoring the PV system. Specify describe how electrical hazards (arc faults, etc.) are recognized & flagged by the monitoring system.
- g. Describe the PV system's immediate response to electrical hazards (arc faults, etc.) and the Developer's process for addressing and fixing these issues.
- h. Overall project timeline from bidding to full development with critical milestones.
- i. Operations and Maintenance Plan – Please provide a brief outline of quantitative metrics that could be incorporated into the lease to ensure Operations and Maintenance are being maintained at a high level. Developer must be committed to maintaining and maximizing renewable energy production at the site.
 - i. Operation and Maintenance levels will be tied to a required performance bond to ensure Fayette County residents' interests are being met. Specific criteria will be determined during the negotiation phase, but Developers are encouraged to propose a metric as part of their submission.
- j. Decommissioning Plan – Please provide a brief description of your proposed decommissioning plan, include timelines, list of infrastructure to be removed, exemptions, and disposal or recycling plans for panels and other components.

3. Financial Summary – 45%

- a. Provide a general description of the financial model to be utilized for construction and operation. Provide an estimated annual project of lease payment to LFUCG either a gross payment or per acre lease rate.
 - i. Please note that PILOT or “Payment in lieu of taxes” may not be applicable for this project due to LFUCG's ownership and non-tax status of the subject property. LFUCG is not interested in owning or operating the solar facility.
 - ii. Total Lifecycle cost from development to post decommissioning restoration must be included for review.
 - 1. Decommissioning cost MUST be reflected in the lifecycle financial model.
 - iii. NOTE – LFUCG will be utilizing a **total lifecycle cost to LFUCG** that incorporates revenue, expense, deferred expense, and extended

expenses when calculating the total lifecycle project cost/benefit to LFUCG for each proposal. This figure will be critical in calculating the final score and evaluations of each proposal.

- b. Quantify the economic impacts to Lexington-Fayette County regarding the following categories:
 - i. Employment utilizing local companies and labor in both short term (Construction/Development) and long term (Operations).
 - ii. Availability and direct impacts of local generation of renewable energy with an emphasis on benefiting Fayette County residents and businesses.
 - 1. In an effort to meet LFUCG's renewable energy goals and objectives, LFUCG may choose to include terms in any agreement requiring participation in current or future Sleeved Power Purchase Agreements or Green Tariffs, as applicable, at terms equal to any other entity contracting for power under like arrangements.
- c. The Developer will be required to provide a performance bond in the amount of \$750,000 as part of the execution of the contract. The bonding shall be continuous for the term of the lease. This bond shall be in addition to any decommissioning bond required by the Ky PSC or the Ky Siting Board.
- d. Renewable Energy Credits – Please note in the financial summary how Renewable Energy Credits will be handled in the financial model including anticipated income and model terms.
 - i. LFUCG reserves the right to negotiate for a portion of the RECs as part of the lease compensation package.
- e. Lease Terms - 20-year minimum initial term with 5-year renewal periods after the initial term.
 - i. Lease will only include those areas specifically agreed to during the negotiation process. LFUCG will continue to operate in the areas noted in Table 1.
- f. Confidential financial information – Anything not specifically marked as confidential may be subject to release, as required by the Kentucky Open Records Act.
- g. LFUCG reserves the right to later request the names of any potential offtakers of the electricity generated under a confidentiality agreement.

4. Environmental Compliance Haley Pike Landfill – 10%

- a. As the owner, operator, and permit holder for the Haley Pike Landfill, LFUCG will remain responsible for overall compliance. The Developer will be responsible for all actions, activities, and results of its activities and operations on the leased facility. LFUCG will work closely with the Developer to obtain all required approvals for permit modifications or any other required regulatory approvals from Kentucky Energy and Environmental Cabinet (KEEC) and KDWM. The Developer shall be responsible for any and all required costs associated with approvals or required modification, inspections, or additional compliance measures required or recommended by KEEC or KDWM for operation of USS at Haley Pike Landfill. Please ensure your proposal addresses your understanding of the requirements for redevelopment on a landfill and note any staff or contractors that you propose to utilize for compliance.
- b. Please ensure your proposal addresses your understanding of ITC timelines, if utilizing these credits. As this project involves a permitted landfill, approval from the KDWM is required. The Developer should summarize its understanding of KDWM requirements for minor or major modifications to the existing Solid Waste Permit and to make sure those requirements are reflected on the project timeline included with this submittal.
- c. LFUCG will continue with Methane monitoring and Leachate management on leased areas. The Developer must ensure their activities do not impact or interfere with either activity.
- d.

5. Social and Educational Impacts and Initiatives 5%

- a. Imagine Lexington: 2045 Comprehensive Plan sets a communitywide net zero greenhouse gas emissions goal by 2050. This project represents a tremendous opportunity for LFUCG to strive towards that goal. Additionally, LFUCG has a Sustainability Program and Environmental Education Program to actively engage the public. Please provide an example of your past participation in community Social and Educational programs.
- b. Please provide a brief description of any potential Social or Educational programs or opportunities that you may undertake as a part of this proposal.

Request for Proposal Scoring

Section	Percent
Background and Qualifications	15
Project Configuration and Technical Details	25
Financial Summary	45

Environmental Compliance	10
Social and Educational Initiatives	5

Table 1 - Area Breakdown

Area	Name/Use	Approximate Acreage	Note
A	Closed Cell	53	Required to be used for PV Array Lease
B	Closed Cell	105	Required to be used for PV Array Lease
C	Unused	39	Available for PV Array Lease
D	Leased - Model Airplane Club*	68	Available for PV Array Lease *LFUCG will be expanding operations in area L. This will reduce the available acreage in area D by 5 - 10 acres
E	Unused	6	Available for PV Array Lease
F	Unused*	15	*LFUCG will be expanding operations that will most likely incorporate this area.
G	LFUCG Spray field	59	This area is currently used for LFUCG spray fields. It would only be available for PV Array Lease if the cost to relocate those operations is borne solely by the Developer.
H	Permitted unused cell	20	Available for PV Array Lease
I	Permitted unused cell	69	Available for PV Array Lease
J	Permitted unused cell	42	Available for PV Array Lease
K	Wetland/Leachate System	20	LFUCG Operations - Not available for Lease
L	Scale House - LFUCG Operations	11	LFUCG Operations - Not available for Lease
M	Leased - Creech	32	Leased - Not available for Lease
N	LFUCG Mulch - Contractor operated	26	LFUCG Operations - Not available for Lease



PRELIMINARY
DESIGN

Haley Pike Landfill
4216 Hedger Lane
Lexington, KY 40516

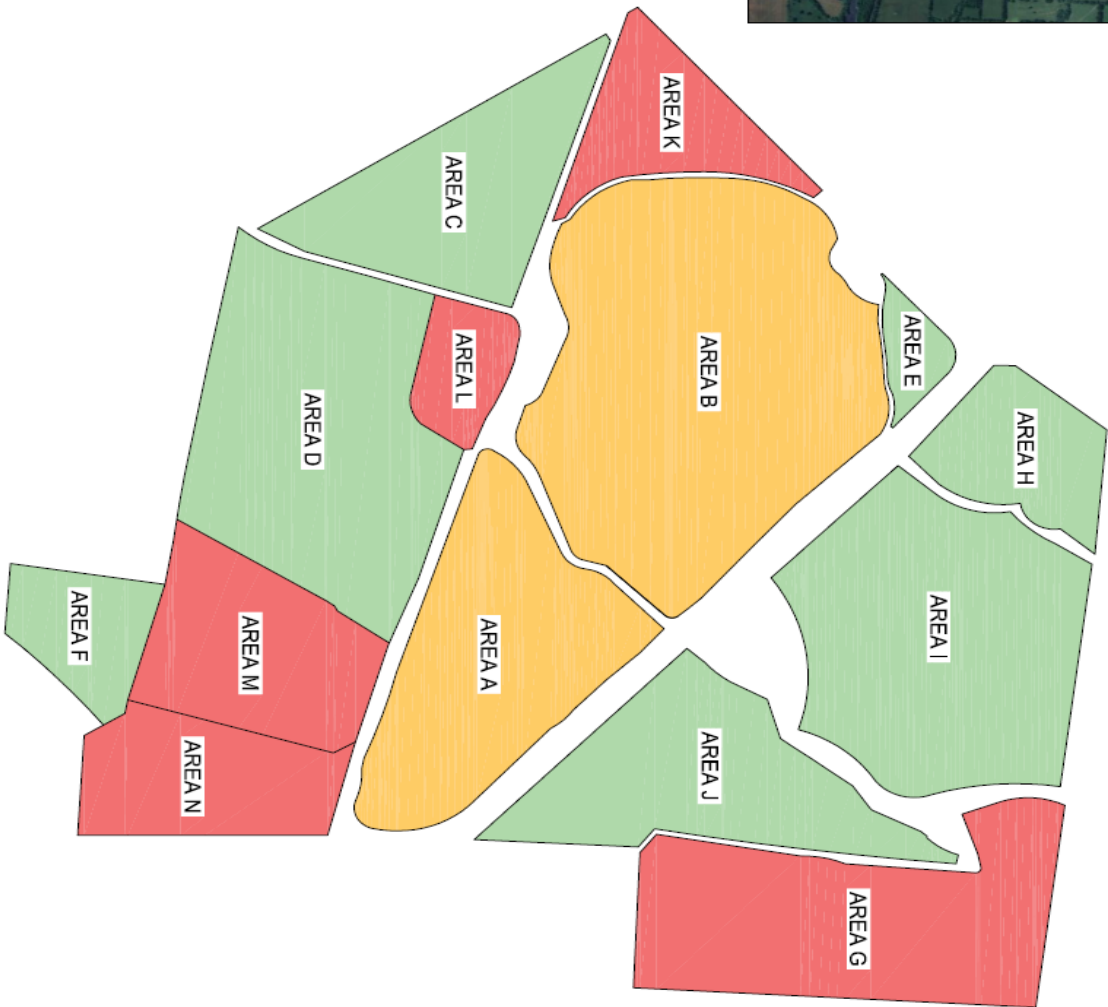
Area Key

LEGEND

- 90% Usable Land for PV
- 50% Usable Land for PV
- 0% Usable Land for PV

AREA DESCRIPTION

- A Closed Landfill
- B Closed Landfill
- C Vacant Land
- D Leased Area for Model Airplane Club
- E Vacant Land
- F Vacant Land
- G Irrigation Field
- H Permitted Future Landfill
- I Permitted Future Landfill
- J Permitted Future Landfill
- K Wetland Treatment System
- L LFUG Operational Area
- M Creech Services
- N LFUG Mulch Area



PV101