November 5, 2026

REQUEST FOR PROPOSAL

P27DC001 LARGE-SCALE, OFFSITE CLEAN ENERGY SOLUTION

DUE DATE: 3:00 P.M., MST, 12/10/2026

Time and Date of Pre-Proposal Conference	9:00 A.M., MST, 11/19/2026
Deadline for Inquiries	5:00 P.M., MST, 11/26/2026
Time and Date Set for Closing	3:00 P.M., MST, 12/10/2026

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1. INTRODUCTION

1.1. University Background. The University is a fully accredited State of Arizona institution of higher education. Additional information on the University is available at the following link Quick Facts.

1.2. Proposal Background

1.2.1. The University is leading this RFP on behalf of both the University and a broader consortium ("Consortium") of public entities. In addition to the University, current members of the Consortium include the Arizona State University ("ASU"), City of Flagstaff, City of Phoenix, City of Sedona, City of Tempe, and Mountain Line - Northern Arizona Intergovernmental Public Transportation Authority ("NAIPTA"). Additional members may be added prior to contract execution. Additional members may be added prior to contract execution.

1.2.2. The Consortium is seeking to procure a volume of 714,000-914,000 megawatt hours (MWh) annually. Proposals may include a single project or multiple projects, provided the Proposal describes the volume, timing, commercial structure, environmental attributes, and other material terms associated with each project. The Consortium may consider portfolio-based proposals where no single project independently satisfies the full requested annual volume.

1.2.3. For the purposes of this RFP and any resulting contract negotiations, the University and each participating member of the Consortium are represented by the same legal counsel. Each participating member has also secured the internal approvals necessary to proceed with negotiation of a contract resulting from this RFP.

1.2.4. This RFP is part of a competitive negotiation process intended to allow the Consortium to obtain a solution as outlined herein in a manner that is most advantageous to the Consortium. This RFP provides the Consortium the flexibility to negotiate with Proposers, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Proposals will be considered public records and will be available for review, as allowed by Arizona law and the Code.

1.2.5. It is the University's intent to select the Proposal(s), which are most favorable to the Consortium in all respects, including scope, availability of services, quality of services, reputation, and price.

1.3. Coverage and Participation. Unless objection is submitted with the Proposal, it is the intent of the Consortium that any Award resulting from the RFP be available for any other Arizona University, along with any other educational institution or Governmental entities, to the extent allowed by Arizona law and the Code.

1.3.1. Communications. All questions or inquiries relating to this RFP must be directed to:

Debra Cisneros
Director, Procurement
Tel: 928-523-5285
E-mail: Debra.Cisneros@nau.edu

2. DEFINITIONS

Capitalized terms shall have the meaning set forth in Board Policy 3-801.B, with the exception of the following terms which shall have the meanings set forth below in this RFP.

2.1. "Clean Energy" refers to an energy source that does not burn fossil fuels or produce carbon emissions or other greenhouse gases in its operation, including but not limited to wind, solar, geothermal energy.

2.2. "May" or "Should" indicates something that is not mandatory but permissible/desirable. If a Proposer fails to provide recommended information, the Consortium may, at its sole option, ask Proposer to provide the information or evaluate the Proposal without the information.

2.3. "Must," "shall," "will" indicates a mandatory requirement. Failure to meet any mandatory requirements may result in the Consortium's sole discretion, in the rejection of your proposal.

2.4. "MST" means Mountain Standard Time, the time zone in which the University operates. Arizona does not observe Daylight Savings Time.

2.5. "MWh" refers to Megawatt-Hours.

2.6. "Proprietary Information" means trade secrets and other proprietary or confidential information exempt from Arizona's Public Records Statute pursuant to A.R.S. § 15-1640(A). Contract terms and conditions, pricing, and information generally available to the public are not considered Proprietary Information under the Code (*See* Code § 3-801(D)(1)).

2.7. "Proposal Project Worksheet" refers to P27DC001 Project Proposal Worksheet.

2.8. "RECs" refers to Renewable Energy Certificates, and which represent property rights to environmental attributes of 1 megawatt-hour (MWh) of electricity generated and delivered to the grid from a new renewable energy resource. RECs are the instrument that electricity consumers must use to substantiate renewable electricity use and Scope 2 carbon neutrality claims.

2.9. "RFP" refers to this request for proposals P27DC001.

2.10. "Successful Proposer" means any Proposer selected by the Consortium to receive an Award as a result of this RFP and to enter into a Contract to provide the University with the products or services sought by this RFP.

2.11. "8760" means an hourly dataset covering every hour in a year, widely used in energy project planning and analysis.

3. INSTRUCTIONS TO PROPOSERS

3.1. Proposal Submission Requirements.

3.1.1. Proposers to provide complete responses to all requested items in the P27DC001 Project Proposal Worksheet and submit all required certifications, acknowledgments, and forms identified in this RFP.

3.1.2. Proposers are not required to provide separate narrative responses within the specification sections unless expressly requested by the University. All information necessary to prepare and submit a Proposal is contained within the Project Proposal Worksheet and the required forms. Failure to provide complete responses or submit all required forms may result in the Proposal being determined non-responsive.

3.1.3. The Project Proposal Worksheet contains all required response fields necessary to prepare and submit a complete Proposal. Proposers shall:

3.1.3.1. Enter information only in the designated fields.
3.1.3.2. Not modify the format, structure, formulas, or content of the Project Proposal Worksheet except where expressly permitted.
3.1.3.3. Submit supporting documentation as separate attachments.
3.1.3.4. Ensure all information requested in Section 4 is completed within the applicable worksheet tabs.

3.1.4. Each Proposal shall include all certifications and forms identified in Exhibit 3, signed by an individual authorized to legally bind the Proposer.
3.1.4.1. Failure to provide required certifications or signatures may result in the Proposal being determined non-responsive.

3.1.5. Proposers may submit additional information that is not specifically requested in this RFP if the information will assist the Consortium in evaluating the Proposal.

3.2. General Instructions.

3.2.1. Any Person submitting a Proposal shall be deemed to have read and understand all the terms, conditions and requirements in this RFP.

3.2.2. The Contracts, Purchasing and Risk Management department shall retain this RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Proposer's submission, is grounds for immediate disqualification.

3.2.3. Proposer agrees that the Consortium will not pay for or be responsible for any cost or expense incurred by Proposer in the preparation, submission,

presentation, or any other action connected with proposing or otherwise responding to this RFP.

3.2.4. The Consortium reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, or to withhold the Award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all Proposals after the Opening date and the right to accept a Proposal not withdrawn before Opening.

3.2.5. Proposer may withdraw their Proposal any time prior to Opening. Proposer may request to withdraw their Proposal after Opening and any time prior to selection and notice of Award. The Consortium shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future Requests for Proposals to such Proposer.

3.2.6. All Proposals and accompanying documentation will become the property of the University at the time the Proposals are opened. It will be the Proposer's responsibility to request that samples be returned to the Proposer and provide a method for doing so at the expense of the Proposer. If such a request is not received and a method of return is not provided, all samples shall become the property of the University forty-five (45) days from the date of Award and may be disposed of in the University's sole discretion.

3.2.7. Collusion with other Proposers or employees thereof, or with any employee of the University, is prohibited and may result in disqualification of the Proposer and/or cancellation of an Award. Any attempt by the Proposer, whether successful or not, to subvert or skirt the principles of open and fair competition may result in disqualification of Proposer and/or cancellation of an Award.

3.2.8. Each Proposer shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Proposer, the Consortium, and any other party to this RFP. Without limiting the foregoing, Proposer shall refrain from offering or giving gratuities, in the form of entertainment, gifts or otherwise, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. The Consortium reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Proposer disqualification and/or cancellation of an Award shall result.

3.2.9. If any Proposer or any of the Proposer's employees, agents, or other representatives participating in this RFP need, or have questions about the University's accommodations for people with disabilities, arrangements can be made by Debra Cisneros at telephone # 928-523-5285 email address – Debra.Cisneros@nau.edu. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

3.2.10. The University shall have the right to use any ideas that are contained in any Proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the Proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor the proprietary and confidential nature of any Proposer information that is enclosed in a separate envelope from the Proposal and clearly designated and conspicuously labeled as set forth in Section 7.5.8 of this RFP.

3.2.11. Any protest of this procurement must comply with the requirements of section 3-809(B) of the Code.

3.2.12. Proposer shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable in performing any work under this RFP.

3.2.13. The Consortium is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision of this RFP, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the Proposer's risks or obligations under a Contract resulting from this RFP.

3.2.14. Any Proposer exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically accepted in writing by the Consortium and thereafter incorporated into any Contract resulting from this RFP.

3.3. Attention to Terms and Conditions. Proposers are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The Successful Proposer is expected to enter into the form of agreement approved by the Board, refer to Section 9. The University terms and conditions included in this RFP, are intended to be incorporated into the Contract. **Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected**. **Proposals must state any exceptions taken to the mandatory terms and conditions in detail.**

4. SCOPE OF WORK

4.1. Clean Energy Projects Proposed.

4.1.1. The University, on behalf of the Consortium, is requesting Proposals for Clean Energy projects.

4.1.2. Proposed projects to be designed to deliver clean energy, including but not limited to: wind, solar, geothermal, hydroelectric, and combinations thereof as well as hybrid clean energy plus storage projects.

4.1.3. The Consortium will consider proposals for eligible Clean Energy projects across multiple markets and geographies, including but not limited to:

4.1.3.1. The Southwest Power Pool "SPP", inclusive of the SPP West Expansion
4.1.3.2. California Independent System Operator ("CAISO")
4.1.3.3. The Electric Reliability Council of Texas ("ERCOT")
4.1.3.4. Projects within Arizona and the broader Southwest region, both settling into the above markets as a VPPA or via an alternative delivery structure (e.g. utility special contract or green tariff).

4.1.4. The Consortium recognizes that the appropriate commercial structure may vary depending on project location, market design, delivery capability, settlement mechanism, and treatment of environmental attributes. Proposers should clearly describe the proposed structure for each project and how that structure would satisfy the Consortium's clean energy, financial, and contracting objectives.

4.1.5. Proposers may provide bids with a volume of up to approximately 714,000 - 914,000 megawatt hours (MWh) annually. The Consortium may also opt to obtain volume requirements through multiple projects.

4.1.6. New-build projects require the Commercial Operation Date (COD) to occur prior to 2031.

4.1.7. Proposers to provide a comprehensive description of the project proposed within the Project Proposal Worksheet to include:

4.1.7.1. Project location
4.1.7.2. Expected Commercial Operation Date ("COD")
4.1.7.3. Pricing structure
4.1.7.4. Contract term
4.1.7.5. Settlement hub, if applicable
4.1.7.6. Any other pertinent details relevant to the project proposed
4.1.7.7. Project Development Information.
4.1.7.8. Information on the project development to date, to include any risks remaining in project. This information must be submitted in accordance

with the instructions provided in the 'Development Status' worksheet tab within the Project Proposal Worksheet.

4.1.8. Describe plans to mitigate any State or Federal policy changes that might impact project development in the 'Development Status' worksheet tab within the Project Proposal Worksheet.

4.1.9. Upon request Proposal may be required to provide a complete generation profile in the form of an 8760.

4.2. Project Impact.

4.2.1. Proposers may include information within the regarding the impacts and broader value the project will deliver beyond Clean Energy generation such as the following:

4.2.1.1. Community impact funds or related projects
4.2.1.2. Job creation initiatives
4.2.1.3. Support for low-income communities
4.2.1.4. Enhanced greenhouse gas (GHG) reductions attributable to project location such as pollina.
4.2.1.5. Measures taken to mitigate negative impacts on the environment and endangered species protections, water conservation measures, or enhance environmental benefits.
4.2.1.6. Educational opportunities, particularly for university students.
4.2.1.7. Include the broader value option in the 'Development Status' worksheet tab within the P27DC001 Project Proposal Worksheet.

4.2.2. Term Sheet.

4.2.2.1. Upon request Proposer may be required to submit a Term Sheet that outlines the key commercial and legal terms to be incorporated into the full Virtual Power Purchase Agreement (VPPA) or other type of contract. The Consortium seeks proposals that incorporate contractual or financial structures designed to mitigate market exposure, volatility in settlements, and downside financial performance. These include, but are not limited to, financial structures such as caps, upside share agreements, or projects that incorporate batteries. The Consortium will evaluate the overall financial performance, and as such, traditional VPPA structures will still be strongly considered. Innovative provisions and terms are encouraged to improve the overall financial performance and mitigate risk.

4.3. Sustainability.

4.3.1. Proposer to describe commitment to sustainability and climate action within the 'Proposer's Information' worksheet tab within the Project Proposal Worksheet.

4.4. Additional Services.

4.4.1. Proposer may offer additional goods and/or services not specifically requested in this RFP, including associated costs. The Consortium shall determine, in its sole discretion, which additional service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit, at any time throughout the Contract or any renewal term, dependent on the needs of the Consortium.

5. PRICING AND PAYMENT

5.1. Proposer shall submit a detailed cost proposal in the format found in Exhibit 2 to include all aspects of providing the scope of work associated with this RFP.

5.2. Any pricing and/or revenue offerings in a Proposal may be considered a final offer by the Consortium, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, unless otherwise specified in the Proposal. The Consortium may accept or reject in part or entirely a Proposal's pricing and/or revenue offerings, unless otherwise specified in the Proposal. A Proposal's pricing and/or revenue offering may not be modified after Opening unless the University, at its sole discretion, permits such modification. The Consortium may reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method in this RFP.

6. **QUALIFICATIONS** The University on behalf of the Consortium is soliciting Proposals from Persons which are in the business of providing services as listed in this RFP. Proposal information must be provided using the P27DC001 Project Proposal Worksheet linked with this RFP. Failure to include any requested information may be grounds for rejection of the Proposal.

6.1. Prior Experience. Proposals shall present a corporate history/management summary and evidence that the Proposer and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein, including total renewable energy MW developed, financed, or operated by Proposer's team. Proposer may also describe Proposer's growth for the past three (3) years including any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years.

6.1.1. Describe knowledge and experience in Clean Energy project development to date in terms of number of MWhs and projects.

6.1.2. Describe knowledge and experience in contracting with public entities, universities and educational institutions, or aggregations.

6.1.3. Provide clean-energy projects that have been successfully completed, specifically those done for higher-education institutions, or large aggregated groups.

6.2. Disputes/Litigation.

6.2.1. Describe the material issues of any current patent or copyright lawsuits or any other legal actions against Proposer including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.

6.2.2. Describe litigation disputes for the past 5 years related to similar projects or Proposer's ability to perform.

7. RFP PROCESS

7.1. Intent / Right to Terminate and Recommence RFP Process. The University intends to enter into a Contract with one or more Proposers whose Proposal(s) are considered to be in the best interests of the Consortium. However, the University may terminate this RFP process at any time up to notice of Award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

7.2. Communications Regarding the RFP.

7.2.1. No department, school, or office at the University has the authority to solicit or receive official Proposals other than Contracts, Purchasing and Risk Management. All solicitations are performed under the supervision of the Chief Procurement Officer and in accordance with University policies and procedures.

7.2.2. Any and all questions regarding this RFP shall be directed to the Purchasing unit of Contracts, Purchasing and Risk Management and to no other office or individual at the University. Any Proposer who improperly attempts to communicate with unauthorized University personnel regarding the RFP may face disqualification at the discretion of the University.

7.2.3. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this RFP must be in writing, and directed by email to: Debra.Cisneros@nau.edu. All formal inquiries must be submitted at least fourteen (14) calendar days before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Addenda will be posted to the University's bid board at https://in.nau.edu/contracting-purchasing-services/nau-bid-board/ , it is the responsibility of the Proposer to obtain any addenda to this RFP. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.

7.2.4. The University may answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Proposer shall not be entitled to rely on any verbal response from the University.

7.3. Schedule of Events. The following is the schedule that will apply to this RFP, but may change in accordance with the University's needs.

11-05-2026	Issuance of RFP
11-19-2026	Pre-Proposal Conference via MS Teams at 9:00
11-26-2026	Technical Questions/Inquiries due no later than Thursday, November 26, 2026, 5:00 PM/MST

12-10-20296	RFP is Due Thursday, December 10, 2026, no later than 3:00 PM, MST
03-22-2027	Complete Evaluations
03-29-2027	Award Notification

7.4. Pre-Proposal Conference A non-mandatory pre-proposal conference will be held for potential Proposers. The purpose of the conference is to provide questions and answers regarding terms, conditions, or specifications of the RFP. Notification of attendance or nonattendance should be made to Debra.Cisneros@nau.edu.

Date: Thursday, November 19, 2026
Time: 9:00 A.M., MST
Microsoft Teams meeting
Join: P27DC001 Preproposal Meeting
Meeting ID: 294 354 240 148 018 7
Passcode: oo2y7YQ2
Dial in by phone
+1 928-331-0022,,304971702# United States, Gila Bend

The Procurement Officer may choose to call for additional pre-proposal conference(s) if, in the sole judgment of the Procurement Officer, there is a need for such conference(s).

7.5. Submitting Proposals.

7.5.1. All Proposals shall be submitted, and all communications with University shall be made in accordance with the terms of this RFP.

Proposals are to be addressed and delivered to Northern Arizona University, Attention Associate Vice President Becky McGaugh at 545 E. Pine Knoll Drive. Flagstaff, AZ 86011 **on or before Thursday, December 10, 2026, by 3:00 P.M. Arizona local time** at which time a representative of University will announce publicly the names of those firms or individuals submitting Proposals. No Proposals will be accepted after this time. No other public disclosure will be made regarding the RFP until after issuance of a notice of intent to Award or notice of Award of the Contract. No telephone, electronic or facsimile proposals will be considered. Conditional Proposals shall not be considered. If responding by United States Postal Services mail, allow additional time for on-campus delivery. Proposals will be opened at the MS Teams meeting identified below. **Proposals received after Opening will be returned to the Proposer unopened**.

Bid Opening for P27DC001 Large-Scale, Offsite Clean Energy Solution
Day and Time: Thursday, December 10, 2026, 3:00 P.M, Local Arizona Time

Bid Opening Link
Join: P27DC001 Bid Opening
Meeting ID: 289 294 769 887 187 7

Passcode: bG9pC6uU

Dial in by phone
+1 928-331-0022,,176749117# United States, Gila Bend
Find a local number
Phone conference ID: 176 749 117#

7.5.2. Proposal shall be submitted in the format shown in Exhibit 1. Proposals in any other format may be rejected. Proposals should be organized in a manner that will facilitate the University's evaluation. The University reserves the right to reject, without prior notice, any Proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party.

7.5.3. The University may, at its sole option, ask the Proposer to provide information that is not included in the Proposal or evaluate the Proposal as submitted.

7.5.4. Proposals shall be signed by an individual with authority to bind the Proposer. The University may reject any Proposal if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

7.5.5. Proposers shall submit either one (1) electronic Proposal to the University on a flash drive or other removable storage device in Microsoft Word or Adobe PDF format, or two (2) printed hard copies of the Proposal.

7.5.6. Proposals must be submitted in a **marked and sealed container** (e.g. an envelope or box) and the exterior of the container must clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal: 1) the Name of the Proposer; 2) Title of Proposal; 3) RFP Number; and 4) Date and Time Proposals are Due.

7.5.7. Proposer is encouraged to use recycled paper and double-sided copying for the production of all printed and photocopied Proposal documents.

7.5.8. As a public institution that is subject to Arizona's Public Records laws, the University discourages Proposers from submitting confidential and/or proprietary information to the University. If the Proposer needs to submit confidential or proprietary information with its Proposal, the Proposer must submit such information in a separate envelope from the Proposal and clearly and conspicuously mark the submittals as "Confidential/Proprietary Information." The University will have sole discretion to determine whether any submitted information is actually confidential and/or proprietary. The envelope must also contain the reason(s) why the enclosed material is to be considered confidential or proprietary if deemed confidential by the University. Trade secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. Contract terms and

conditions, pricing, and information generally available to the public are not generally considered confidential information. Any watermarks, footnotes, or reference to confidential and/or proprietary throughout the Proposal will be disregarded as boilerplate markings.

7.6. Discussions with Proposers.

7.6.1. Following the opening of the Proposals, the University may conduct Discussions, including oral in-person presentations, with Responsible Proposers whose Proposals are determined, by the University, to be reasonably susceptible to being selected for Award. The University also reserves the right to select the most Responsive and Responsible Proposer(s) without further discussion, negotiation, or prior notice. The University may presume that any Proposal is a best-and-final offer.

7.6.2. During Discussions provided for by Section 7.6.1, the University may accept revisions of Proposals and negotiate price changes. Selected Proposers participating in Discussions shall be accorded fair treatment with respect to any opportunity for Discussions or revisions of Proposals. If revisions are permitted, all selected Proposers will be invited to submit a final Proposal revision.

7.6.3. During any Discussion period, the University will not disclose any information derived from Proposals submitted, or from Discussions with other Proposers. Once a Contract is executed, the RFP file, and the Proposals contained therein, are in the public record and will be disclosed upon request.

7.6.4. After determining the Proposal(s) that is the most advantageous to the University, the University reserves the right to negotiate, prior to Award, with such Proposer(s) to finalize the terms of the Contract, resolve minor errors, clarify necessary details or responsibilities, obtain the lowest and best pricing, or otherwise as necessary to finalize the Contract.

7.6.5. Notification of Non-Selection. The University reserves the right not to notify Proposers not selected for further consideration or Award. The University may, in its sole discretion, post Awards to its website.

8. EVALUATION CRITERIA

8.1. Selection of Successful Proposer. The Award shall be made to the Responsible Proposer whose Proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this RFP. Price, although a consideration, will not be the sole determining factor.

8.2. Criteria. The evaluation of Proposals will be based on the following criteria with the indicated points possible for each category:

8.2.1. Project Economics and Pricing Scope of Work (refer to Section 4)
Total Possible Points: 50

8.2.2. Clean Energy Projects Proposed (refer to Section 4)
Total Possible Points: 10

8.2.3. Project Impact (refer to Section 4)
Total Possible Points: 10

8.2.4. Feasibility of Project Development (refer to Section 4 and 6)
Total Possible Points: 30

8.2.5. Exceptions to the Terms and Conditions of the RFP (refer to Section 3.2). Points may or may not be assigned to this category, however Proposals that are contingent upon changes to the University's terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be considered non-responsive.
No points are assigned.

9. CONTRACT TERMS AND CONDITIONS AND INSURANCE

The University will require the Successful Proposer to sign the form agreement set forth in Exhibit 4 hereto. Proposals that are contingent upon any changes to these mandatory terms and conditions, and insurance requirements may be deemed to be non-responsive and may be rejected. **Proposals must state, in detail, any exceptions taken to the terms and conditions included in the form agreement in Exhibit 4**.

For the purposes of this RFP and any resulting contract negotiations, the University and each participating member of the Consortium are represented by the same legal counsel. Each participating member has also secured the internal approvals necessary to proceed with negotiation of a contract resulting from this RFP.

10. CERTIFICATIONS AND FORMS

Each Proposal must include the following certifications and forms signed by an individual with authority to bind the Proposer. University forms of certification are attached as Exhibit 3. Failure to include any of the following certifications may result in the Proposal being rejected as nonresponsive.

10.1. Request for Proposal Certification

10.2. Anti-Lobbying Certification

10.3. Federal Debarred List Certification

10.4. Proposer Information

EXHIBIT 1 – PROPOSAL FORMAT

In order to facilitate direct comparison, submit Proposal using the following format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Proposal.

1. Completed and signed RFP Certification (refer to Exhibit 3).

2. Completed and signed Anti-Lobbying Certification (refer to Exhibit 3).

3. Completed and signed Federal Debarred List Certification (refer to Exhibit 3)

4. P27DC001 Project Proposal Worksheet (refer to Section 3.1.1).

5. Exceptions to the Terms and Conditions of the RFP (refer to Section 3.3).

6. Pricing Proposal (refer to Section 5).

7. Proposer Information (refer to Exhibit 3).

EXHIBIT 2-PRICING PROPOSAL

1. Pricing to be submitted in the P27DC001 Project Proposal Worksheet

EXHIBIT 3 – CERTIFICATIONS

REQUEST FOR PROPOSAL CERTIFICATION

Date:

Contracts, Purchasing, and Risk Management
Northern Arizona University

The undersigned certifies, pursuant to Arizona Revised Statute 38-503, that to the best of his/her knowledge (check one):

☐ There is no officer or employee of Northern Arizona University who has, or whose relative has, a substantial interest in any Contract award subsequent to this RFP.

☐ The names of any and all public officers or employees of Northern Arizona University who have, or whose relative has, a substantial interest in any Contract award subsequent to this RFP are identified by name as part of the submittal.

The undersigned further certifies, in accordance with Federal Acquisition Regulation 52.209-5, that Proposer (check one) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, shall one occur, until such time as an award has been made under this procurement action. The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at: https://www.sam.gov/portal/SAM/#1.

In compliance with RFP Number: **P27DC001** and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and/or services in accordance with the specifications/scope of work according to the Offer submitted or as mutually agreed upon by subsequent negotiation.

Name of Proposer		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address
( ) -		
Print Name of Proposer's Authorized Agent		Signature of Proposer's Authorized Agent
Title of Proposer's Authorized Agent		Date
AN AUTHORIZED AGENT OF THE RESPONDER SHALL SIGN THE PROPOSAL CERTIFICATION		

ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Proposer, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No 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 on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the Proposer shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

Name of Proposer		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address
( ) -		
Print Name of Proposer's Authorized Agent		Signature of Proposer's Authorized Agent
Title of Proposer's Authorized Agent		Date

AN AUTHORIZED AGENT OF THE RESPONDER SHALL SIGN THE ANTI-LOBBYING CERTIFICATION

FEDERAL DEBARRED LIST CERTIFICATION

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

(a) (1) The Proposer certifies, to the best of its knowledge and belief, that—
(i) The Proposer and/or any of its Principals—

(A) (check one) Are ( ) or are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at http://epls.arnet.gov on the Web.)

(B) (check one) Have ( ) or have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are ( ) or are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Proposer (check one) has ( ) or has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Name of Proposer		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address
( ) -		
Print Name of Proposer's Authorized Agent		Signature of Proposer's Authorized Agent
Title of Proposer's Authorized Agent		Date
AN AUTHORIZED AGENT OF THE RESPONDER SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION		

PROPOSER INFORMATION

NAU NORTHERN ARIZONA UNIVERSITY Contracts, Purchasing, and Risk Management	**NORTHERN ARIZONA UNIVERSITY** SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM Contracts, Purchasing, and Risk Management 928-523-4557	DO NOT SEND TO IRS RETURN TO NAU See Page 2 Revised 8/16/2019

Attention: If the individual is an employee of Northern Arizona University or the business is owned wholly or partially by an employee of NAU DO NOT complete this form and contact Contracts, Purchasing, and Risk Management for assistance.

Foreign individuals/business entities doing business within the U.S. should complete the Foreign Substitute W-9 available at http://nau.edu/services-Purchasing-Services/Forms/.

1. Taxpayer Identification Number (TIN):				☐ Employer ID Number (EIN) ☐ Social Security Number (SSN)	
2 LEGAL NAME: (must match TIN above)					
3. DUNS # (If applicable)					
4. LEGAL MAILING ADDRESS:	(Where check, tax information, and general correspondence is to be sent)				
DBA (Doing Business As):					
Address:					
Address Line 2:					
City:		State:		ZIP Code:	
5. Remit to Address:	☐ Same as Legal Mailing Address				
Address:					
Address Line 2:					
City:		State:		ZIP Code:	
6. Contact Name:					
Phone Number:					
Email Address:					

7. ENTITY TYPE

☐ Individual (not a business)	☐ Sole proprietor (Individually owned business) or sole proprietor organized as LLC or PLLC	☐ Corporation (NOT providing health care, medical or legal services)	☐ Corporation (providing health care, medical or legal services)
☐ The US or any of its policital subdivisions or instrumentalities	☐ A state, a possession of the US, or any of their policital subdivisions or instrumentalities	☐ Tax-exempt organizations under IRC §501	☐ Partnership, LLP or partnership organized as LLC or PLLC

8. Business Purpose:

☐ Medical	☐ Merchandise	☐ Legal	☐ Other, Specify:

9. Product or Service Provided/ Purpose of Payment:	

NOTE: IF BOTH PAGES OF THIS FORM ARE NOT COMPLETED THE FORM WILL BE RETURNED TO YOU.
Northern Arizona University is fulfilling a mandate associated with state agencies increasing procurements from Arizona Small and Diverse Businesses.

NAU NORTHERN ARIZONA UNIVERSITY Contracts, Purchasing, and Risk Management	**NORTHERN ARIZONA UNIVERSITY** SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM Contracts, Purchasing, and Risk Management 928-523-4557	DO NOT SEND TO IRS RETURN TO NAU Revised 8/16/2019

10. FEDERAL INFORMATION – *REQUIRED FOR BUSINESSES ONLY*

What is the Federal classification type of your business? – see definitions on link below.
(S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)
http://www.sba.gov/size

LARGE Business?	YES	☐	NO	☐
SMALL Business?	YES	☐	NO	☐

Please check all that apply to your business for Federal Supplier Type:

Service Disabled Veteran Owned (VD) ☐	Small Disadvantaged (SD) ☐	Women Owned (WO) ☐
Veteran Owned (VO) ☐	Minority Institution (MI) ☐	HUB Zone (HZ) ☐

Note: Supplier type will be verified through the System for Award Management
https://www.sam.gov

11. Residency (Select one):

☐ U.S. Person, Includes Resident Alien
☐ Nonresident Alien performing services outside the U.S.

12. CERTIFICATION

Under penalties of perjury, I certify that :

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
2. I am not subject to backup withholding.
3. I am a U.S. person (including a resident alien). Cross '3' if non-resident doing business outside the U.S.
4. I certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. See Federal Acquisition Regulation section 52.209-6 for more information regarding debarment.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup witholding.

Are you retired from the Arizona State Retirement System (A.S.R.S.) and returning to work?
☐ Yes ☐ No

Payment Term: Net 30 in accordance with A.R.S. 35-342.

PRINT NAME:	**SIGNATURE:**
Title:	Date:
NAU Contact Name and Phone/Email:	

AN AUTHORIZED AGENT OF THE RESPONDER SHALL SIGN THE VENDOR INFORMATION

EXHIBIT 4 – TERMS AND CONDITIONS

Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected. All exceptions must be submitted with justification and alternate language and MUST be submitted with the Proposal.

Terms and Conditions

1. The University's Terms and Conditions are available at University Terms and Conditions.

Insurance

1. Insurance Requirements. Without limiting any liability of or any other obligation of Contractor, Contractor shall procure and maintain (and cause its subcontractors to procure and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under this Contract, insurance against claims that may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, employees or subcontractors, the minimum insurance coverages listed below, unless otherwise agreed to in writing. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Authorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The University in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurance insolvency. Self-insurance may be accepted in lieu of or in combination with the insurance coverage requested.

a. Commercial General Liability of $1,000,000 minimum limit for each occurrence and $2,000,000 general aggregate, to include coverage for bodily injury, property damage, personal and advertising injury, and broad form contractual liability coverage.

Each Occurrence	$1,000,000
Damage to Rented Premises	$50,000
Personal and Advertising Injury	$1,000,000
General Aggregate	$2,000,000

b. Workers Compensation coverage for all employees which meets Arizona statutory benefits and Employers' Liability insurance with a minimum limit of $1,000,000 each accident, $1,000,000 disease – each employee, and $1,000,000 disease – policy limit.

This requirement shall not apply to each Contractor or subcontractor that is exempt under ARS § 23-901 and when such Contractor or subcontractor executes the appropriate form (Sole Proprietor Waiver or Independent Contractor Agreement).

c. If applicable, in the University's sole discretion, Professional Liability (Errors and Omissions Liability) of $1,000,000 minimum limits for each claim (or each wrongful act) and 2,000,000 annual aggregate.

(i) In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be

exercised for a period of two (2) years beginning at the time work under this Contract is completed.

(ii) The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.

d. Policies for Commercial General Liability and Automobile Liability shall be endorsed to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits are in excess of those required by the Agreement. Policies for Commercial General Liability, Automobile Liability, and Workers Compensation shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor. Such coverage shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Northern Arizona University, the Arizona Board of Regents, or the State of Arizona shall be excess and not contributory insurance, as provided by Arizona Revised Statutes §41-621(E).With the exception of ten (10) days' notice of cancellation for non-payment of premium, Contractor's insurance shall not be permitted to expire, be suspended, be cancelled, or be materially changed for any reason without thirty (30) days prior written notice to the University. Contractor will furnish the University with valid certificate(s) of insurance required by the Contract and coverage must be in effect at or prior to commencement of work under the Contract and remain in effect for the term of the Contract. The University's project or purchase order number and project description will be noted on each certificate of insurance. The Certificate Holder shall be listed as "State of Arizona, Arizona Board of Regents and Northern Arizona University". Failure on the part of the Contractor to maintain these requirements or provide evidence of renewal, shall constitute a material breach of the Contract upon which the University may immediately terminate the Contract, or, in the University's sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the University shall be repaid by Contractor to the University upon demand, or University may offset the cost of the premiums against any monies due to Contractor. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the University. The University reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of the Contract. Neither Contractor's failure to provide, nor the University's failure to obtain proof of compliance shall act as a waiver of any term of this section. Contractor's certificate(s) of insurance may include all subcontractors as insureds under its policies as require by the Contract, or Contractor will furnish to the University upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.

EXHIBIT 5 – SUSTAINABILITY BACKGROUND AND GOALS

As part of President Dr. José Luis Cruz Rivera declaration of climate emergency and NAU's 2030 carbon neutrality commitment, the University aims to reduce its environmental impact by procuring renewable electricity and the associated Clean Energy credits.
To achieve this objective, the University is collaborating with a Consortium of municipalities and public entities to procure Clean Energy in alignment with each member's carbon neutrality and sustainability commitments. By aggregating electrical demand, the Consortium seeks to realize economies of scale and to share the costs associated with procurement and contract negotiation.
Each governmental entity currently affiliated with the Consortium is seeking solutions for purchased electricity emissions and is interested in aggregation and participation in a VPPA. These include the City of Flagstaff, the City of Phoenix, the City of Sedona, City of Tempe, Arizona State University, and Mountain Line regional transit authority.

The City of Flagstaff declared a climate emergency in 2020, which established a goal to achieve carbon neutrality by 2030. The Carbon Neutrality Plan calls for 100% of municipal electricity use to be sourced by renewable energy.

The City of Phoenix aims to reach net-zero greenhouse gas emissions by 2050 and build community resilience against extreme heat and drought. For City operations, the goal is to transition city operations electrical use to carbon neutral sources by 2030 through energy use reduction and implementation of renewable energy projects.
https://www.phoenix.gov/administration/departments/oep/climate-change/2021-climate-action-plan.html

The City of Sedona's Municipal Sustainability Plan sets a goal of having the government be carbon neutral by 2030. As of 2023, the City of Sedona has already eliminated its scope 2 emissions (market based) through a Green Power Purchase Agreement with APS but is now looking for better source of RECs through clean energy additionality.

The City of Tempe's strategic priorities have a performance measure goal to achieve carbon neutrality in municipal operations by 2050 with a strategy of 100% renewable energy by 2035.

Arizona State University has long held carbon neutrality goals for Scopes 1, 2 and 3. Although in FY2019 it achieved its carbon neutrality goal for Scopes 1 and 2 emissions, ASU continues to look for improved ways to maintain carbon neutrality for these emissions.

NAIPTA's Strategic Plan identifies Stewardship of Resources as a priority, with a main objective of being exemplary at supporting community goals towards environmental sustainability.