



September 2, 2021

VIA ELECTRONIC MAIL

Dr. Lee Lambert, Chancellor
Pima County Community College District
4905C E. Broadway Blvd.
Tucson, AZ 85709

Dear Chancellor Lambert:

This letter is to inform you that the Higher Learning Commission (HLC or “the Commission”) has reviewed the response provided by Pima County Community College District (“the institution”) to the complaint received by HLC on June 30, 2021. Thank you for submitting this information.

As you recall, HLC initially reviewed the complaint to determine whether it suggested potential substantive non-compliance with the institution’s ability to meet the Criteria for Accreditation or other HLC requirements. Based on that initial review, HLC determined that the information contained in the complaint raised potential concerns regarding the institution’s compliance with the HLC requirements noted in the letter dated July 7, 2021.

The institution was subsequently afforded an opportunity to respond to provide evidence that it continued to meet the requirements noted in the July 7 letter.

Upon review of the institution’s response, HLC has determined that further evaluation of the institution’s compliance with HLC requirements is necessary. Specifically, HLC found that potential concerns remain regarding the institution’s ongoing compliance with the following requirement:

- Criterion Two, Core Component 2.C, “the governing board of the institution is autonomous to make decisions in the best interest of the institution in compliance with board policies and to ensure the institution’s integrity.”

Furthermore, since the Commission’s receipt of the institution’s response to the complaint, two additional complaints regarding these circumstances were submitted to HLC. The Commission also received a supplement to the original June 30 complaint. Upon review of these two complaints and the supplemental information to the first complaint, HLC determined that no new, materially different allegations were presented, and that the new complaints and information pertained to the same underlying circumstances that raise potential concerns regarding the institution’s compliance with Core Component 2.C. Therefore, while these complaints and supplemental information are being provided to the institution for review, the institution is not required to provide a new response

to this information. Relatedly, these materials will be included in the institution's accreditation file for further potential evaluation, as detailed below.

Commission Policy INST.F.10.010, Routine Monitoring and Data Collection, states that an institution on the Standard Pathway may be required to host one or more Focused Visits. As part of this policy, the institution's HLC Staff Liaison has the ability to recommend that the institution be required to host a Focused Visit. Given the information provided to HLC regarding the complaint and the potential concerns that remain, the institution's Staff Liaison has submitted a recommendation to the Institutional Actions Council (IAC) that the institution be scheduled for routine monitoring in the form of Focused Visit on the above-cited requirement, to occur no later than April 2022.

The IAC will review the recommendation at its next regularly scheduled meeting, which will occur on October 4-5, 2021. The institution has the option of filing a response to this recommendation for a Focused Visit, which would be provided to the IAC. The institution should prepare and submit any such response to HLC no later than two weeks from the date of this letter, or no later than **September 16, 2021**. The response, if any, should be submitted as a single .pdf file that does not contain links to external websites or documents to: <https://spaces.hightail.com/uplink/HLC-LRA>.

The institution will be notified following the IAC meeting as to whether monitoring will be scheduled. If the IAC approves scheduling the institution for monitoring, the institution will receive further information regarding the requirements for monitoring at that time.

Thank you for your cooperation. If you have additional questions, please contact your HLC Staff Liaison, Dr. Linnea Stenson.

Sincerely,



Robert Rucker
Manager of Compliance and Complex Evaluations

Enc: June 30 Complaint Supplement
Complaints

Cc: Bruce Moses, Vice Chancellor Educational Services and Institutional Integrity, Pima County
Community College District
Linnea A. Stenson, Vice President of Accreditation Relations, Higher Learning Commission

Subject: Complaint Submitted
Date: Wednesday, August 4, 2021 at 7:49:23 PM Central Daylight Time
From: Mario Gonzales [REDACTED]
To: Complaints <complaints@hlcommission.org>
Attachments: 610b359285010-C-FAIRR to HLC 08-04-21.pdf

CAUTION: This email originated from outside of the organization.

Contact Information

First name: Mario

Last name: Gonzales

Email address: [REDACTED]

Phone number: [REDACTED]

Street address: [REDACTED]

City: Tucson

State: AZ

ZIP code: [REDACTED]

Complainant type: Member of the public

Current or former, if applicable:

Date of last attendance/employment, if applicable:

Program of study, if applicable:

Degree program level, if applicable:

Referred by: Web search

Complaint Details

Institution: 1012 - Pima County Community College District - AZ

Date that matter of complaint occurred: 07/20/2021

Circumstances leading to complaint:

(SEE attached documents)

C-FAIRR's complaint is based upon Criterion 2 Ethical and Responsible Conduct, Core Component 2.A. and any other applicable Criterion for Accreditation or Assumed Practice. The individuals named in Attachment 1 received this correspondence via email from Tim Medcoff of the law office of Farhang and Medcoff. In this letter, Mr. Medcoff states, "We represent Pima Community College ("PCC") in connection with its ongoing efforts to investigate the allegations raised in C-FAIRR's June 25, 2021 report titled, "A Failure of Governance at Pima Community College" (the "Report")."

Our organization's contact information is well known to the Chancellor and his senior executive team. Had the college desired our cooperation, they easily could have phoned or emailed us. We note that all of emails in the report, with the exception of Mr. David Davis (PCC Energy Resource Manager) email sent to us by Mr. Alm, were obtained from the college pursuant to a Request for Public Records (A.R.S. § -39-101 to -161).

Mr. Medcoff's letter is a blatant attempt to violate our first amendment rights by suppressing the community's freedom of expression. Mr. Medcoff's letter is couched in phrases that are solely designed to appear that the college is a disinterested party. Our legal counsel immediately identified it as, an attempt to stifle our first amendment rights. Anyone fluent in English will understand that this letter is a clear threat. It is well established that public institutions must not engage in efforts to intimidate citizens or expend public funds to intentionally suppress the voices of the taxpayers it serves. The public is entitled to expect the highest ethical behavior from educational leaders. Pima Community College has engaged in actions that violate the fundamental freedoms upon which public discourse in a democratic society is premised.

Mr. Medcoff's letter is in the public record. A contracted agent of the college generated the letter, which we have attached to this complaint. We contend that this letter was sent with the approval of the Chancellor and General Counsel. Parsing the language of this letter to absolve the college of the violation of the most basic freedom in a democratic society, gives credence to the attempt to silence members of the public. Moreover, it ignores the threat against a right so fundamental in a free society that the founders included it in the First Amendment to the Constitution of the United States. Some of our members have been involved with the college since it was founded. We care deeply about this institution. We have engaged as citizens in the exercise of our fundamental freedoms—the college is solely responsible for its actions and as a publicly funded body—it must accept public scrutiny and criticism.

Attempted to file a complaint with the institution: No

Description, if yes:

Attempted to address issue outside of institution: No

Description, if yes:

Release of Information and Acknowledgment of Complaints Policy and Process

Check the box to confirm the statements above.*

C-FAIRR

COALITION FOR ACCOUNTABILITY, INTEGRITY,
RESPECT, AND RESPONSIBILITY

August 4, 2021

Higher Learning Commission
230 South LaSalle Street, Suite 7-500,
Chicago, Illinois 60604-1411

Re: Formal Complaint against the Pima County Community College District

On June 30th of this year Mr. William Ward, Vice Chancellor Facilities, filed a formal complaint against the Pima County Community College District (college). Previous to filing his complaint we shared a draft version of a report we were preparing entitled *A Failure of Governance at Pima Community College*, which he attached to his complaint (*Statement of Facts* approximately 450 pages). Mr. Ward requested the use of this document, and we agreed with the proviso that he provide us with any response from your organization. On or about July 7th Mr. Ward provided us with your organization's letter to the college. A few days after his filing we completed the report and emailed it to the Faculty Senate and senior management team at the college (Appendix 1). The sole purpose of our report was to indicate that there was sufficient evidence in the public record to require a thorough and independent investigation.

C-FAIRR's complaint is based upon Criterion 2 *Ethical and Responsible Conduct, Core Component 2.A.* and any other applicable Criterion for Accreditation or Assumed Practice. The individuals named in Attachment 1 received this correspondence via email from Tim Medcoff of the law office of Farhang and Medcoff. In this letter, Mr. Medcoff states, "We represent Pima Community College ("PCC") in connection with its ongoing efforts to investigate the allegations raised in C-FAIRR's June 25, 2021 report titled, "A Failure of Governance at Pima Community College" (the "Report")."

Our organization's contact information is well known to the Chancellor and his senior executive team. Had the college desired our cooperation, they easily could have phoned or emailed us. We note that all of emails in the report, with the exception of Mr. David Davis (PCC Energy Resource Manager) email sent to us by Mr. Alm, were obtained from the college pursuant to a Request for Public Records (A.R.S. § -39-101 to -161).

Mr. Medcoff's letter is a blatant attempt to violate our first amendment rights by suppressing the community's freedom of expression. Mr. Medcoff's letter is couched in phrases that are solely designed to appear that the college is a disinterested party. Our legal counsel immediately identified it as, *an attempt to stifle our first amendment rights*. Anyone fluent in English will understand that this letter is a clear threat. It is well established that public institutions must not engage in efforts to intimidate citizens or expend public funds to intentionally suppress the voices of the taxpayers it serves. The public is entitled to expect the highest ethical behavior from

educational leaders. Pima Community College has engaged in actions that violate the fundamental freedoms upon which public discourse in a democratic society is premised.

Mr. Medcoff's letter is in the public record. A contracted *agent of the college* generated the letter, which we have attached to this complaint. We contend that this letter was sent with the approval of the Chancellor and General Counsel. Parsing the language of this letter to absolve the college of the violation of the most basic freedom in a democratic society, gives credence to the attempt to silence members of the public. Moreover, it ignores the threat against a right so fundamental in a free society that the founders included it in the *First Amendment* to the Constitution of the United States. Some of our members have been involved with the college since it was founded. We care deeply about this institution. We have engaged as citizens in the exercise of our fundamental freedoms—the college is solely responsible for its actions and as a publicly funded body—it must accept public scrutiny and criticism.

Eight years have elapsed since the Commission placed the college on probation. In January 2013, Dr. Kathleen Nelson led a fact-finding visit to the college to investigate serious allegations. The allegations include:

- Claims that the college and its Board violated its own procurement policy in regard to sole sourcing and that it lacked transparency on fiduciary matters
- Claims that a hostile work environment existed at the college, perpetrated by and/or overlooked by senior administrators. The claims suggested inappropriate use of the institution's discipline and hiring processes, bullying and demeaning actions and comments toward employees, general fear of reprisals and intimidation, and the Board's knowledge of inappropriate behaviors of senior leadership and inaction on their part to stop such behaviors.
- Claims that the Board of Governors has failed to uphold its responsibility to conduct its work ethically, honestly, and in the best interests of the college, its employees and its students.

It gives us no pleasure to report that little has changed since Dr. Nelson's 2013 fact-finding visit. The conclusion of Dr. Nelson's team is applicable today. "...thus the investigation into the complaints could have led to an investigation into both the *Board's knowledge of the claims* as well as the legal counsel's knowledge and actions..."

It could also be argued that the following finding of Dr. Nelson's report exists today, "...[the] Chancellor and the Board appear to have established a *symbiotic relationship which prevented the Board from acting independently* and from taking appropriate steps to safeguard the well-being of many of the college's employees."

In the present case, Mr. Ward was terminated by the Chancellor for fulfilling his fiduciary duty to the taxpayers of Pima County. It is clear that Mr. Ward is entitled to be regarded as whistleblower. Prior to his termination, Mr. Ward met with 3 members of the board: Ms. Ripley, District 1; Ms. Garcia, District 3; and Mr. Gonzales, District 5. We are aware that in each case Mr. Ward met with Board members at their request. His status as a whistleblower seems beyond dispute, yet he was terminated with full knowledge of his meetings with the three board members.

In regard to governance and delegation of authority to the Chancellor, the position of the Board chair appears to be that the Board has delegated unlimited authority to the Chancellor to administer the College. The situation at the college is unchanged since Dr. Nelson's site-visit in 2013.

The investigations that have been conducted by law firms with a long association with the college failed to uncover the evidence contained in our report. How is this possible? What arguments or evidence can the college bring forth that undermine the facts of this case. All of the documents contained in the report were created by college employees and are public records.

Given the shocking nature of the college's attack on our First Amendment rights, we trust that the Higher Learning Commission will act promptly in this matter.

Signed electronically,

Mario Gonzales

Chair, C-FAIRR

Attachment 1



FARHANG & MEDCOFF
ATTORNEYS

100 S. Church Avenue, Suite 100 | Tucson, Arizona 85701
p: 520.214.2000 | f: 520.214.2001 | farhangmedcoff.com

Timothy M. Medcoff | Managing Partner
tmedcoff@farhangmedcoff.com

July 20, 2021

VIA EMAIL and FIRST-CLASS U.S. MAIL

C-FAIRR
c/o Mario R. Gonzales, Chairperson
13551 W. Manville Road
Tucson, AZ 85743
[REDACTED]

C-FAIRR
c/o Soaring Hawk
3134 W. Dakota St.
Tucson, AZ 85746
[REDACTED]

C-FAIRR
c/o Luis A. Gonzales
2307 W. Horseshoe Pl.
Tucson, AZ 85745
Tel #: [REDACTED]
[REDACTED]

Re: Request for Information / Demand for Preservation of Evidence

Messrs. Gonzales, Gonzales, and Soaring Hawk:

We represent Pima Community College (“PCC”) in connection with its ongoing efforts to investigate the allegations raised in C-FAIRR’s June 25, 2021 report titled, “A Failure of Governance at Pima Community College” (the “Report”). You and C-FAIRR (collectively hereinafter, “You” and its variations) are, of course, welcome to contact PCC and its representatives directly, but please direct Your response to this correspondence to my attention.

PCC initially began investigating the allegations in the Report months before its receipt of same (through, as You reference, independent counsel/investigator) and, to date, has not uncovered evidence supporting many of the Report’s core allegations. As such, we write to enlist Your assistance and request that You produce the evidence upon which You relied on to reach certain conclusions, as it appears to be missing from the Report. To that end, we ask You provide responses, identify individuals with relevant knowledge, and/or provide any documentation in Your possession, custody, or control in relation to:

1. Your claim that Jim Knutson’s emails to Dr. David Bea, the Executive Vice Chancellor for Finance and Administration, requesting Trane be selected for the subject process under a “state-issued contract”, which PCC ultimately rejected, were inappropriate and/or indicative of a tainted procurement process;

2. Your claim that the subject RFP’s terms were tailored to assist Trane in the procurement process. PCC’s investigation to date indicates the subject RFP is generic and similar to other comparable requests. PCC would appreciate understanding the specific basis for Your belief that the subject RFP was tailored for the alleged improper purposes;

3. Your claim that Luke Alm and Brice May both heard from Jim Knutson that he authored the subject RFP;
4. Your belief that Trane and/or Jim Knutson actually influenced the drafting or review of the subject RFP;
5. Your belief that it was improper or unusual for Dr. Bea to be involved in the development and management of the subject RFP process; and
6. Your claim that certain PCC administrators wanted to ensure Trane won the bid on the subject RFP given that, if they so desired such outcome, those PCC administrators could have achieved it using the no-bid “state-issued contract” process.

Please provide responses to the foregoing no later than July 30, 2021. PCC is taking Your allegations seriously and wants to conduct a thorough investigation that considers all relevant information.

Please note the Report contains serious allegations that undermine PCC and reflect poorly not just on the college, but also on certain PCC officials and private actors. It is certainly Your right to shine light on issues that are of public concern, and that relate to the administration of PCC and its procurement processes, but we caution You that PCC is in receipt of communications from non-PCC employees indicating objections to Your “findings”, the bases for same, and the supposed retention of counsel to defend against purported defamatory/baseless statements in the Report.

PCC takes no position with respect to such potential claims against You, but considering such asserted claims, PCC requests that You make immediate arrangements to preserve and protect all information and documents (in hard copy, electronic, or any form whatsoever) relating to or arising from the Report and/or Your communications with any person or entity in connection with same. See Souza v. Fred Carries Contracts, Inc., 191 Ariz. 247 (Ct. App. 1997). This request encompasses all Your physical files, electronic files, computers, servers, backups, drives or disks of any variety or kind, and/or other media storage devices of Yours including, without limit, phones, iTunes accounts and/or iTunes backups, email accounts, and social media accounts (*e.g.*, Facebook, Twitter, etc.).

I look forward to hearing from You before the deadline set forth above. I also appreciate Your anticipated assistance so PCC may conduct a thorough and complete investigation into these serious allegations.

Sincerely,

Farhang & Medcoff, PLLC

Tim Medcoff

Timothy M. Medcoff

Appendix 1

A FAILURE OF GOVERNANCE AT PIMA COMMUNITY COLLEGE:

TIMELINE AND DOCUMENTS RELATED TO THE ENERGY MANAGEMENT RFP AND CONTRACT PROCESS

REPORT PREPARED
BY C-FAIRR
AND SUBMITTED TO
MARIA GARCIA, DISTRICT 3
AND
LUIS L. GONZALES, DISTRICT 5
BOARD OF GOVERNORS

JUNE 25, 2021

PART 1

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C - FAIRR

COALITION FOR ACCOUNTABILITY, INTEGRITY,
Respect, and Responsibility

LETTER OF TRANSMITTAL

Maria Garcia,
District 3
Luis L. Gonzales
District 5
Board of Governors,
Pima Community College District

Ms. Garcia and Mr. Gonzales,

We are submitting this report based on research our membership has conducted. The report is based on PCC documents obtained through public records request. We also received documents forwarded to us by PCC employees. On June 14, 2021 this report was shared in draft form with Mr. William Ward, PCC's Vice Chancellor for Facilities, who was terminated for his whistleblowing efforts. We also provided a copy of this final report to our representatives in the state legislature.

During June of 2020 our members became aware of potential procurement violations at Pima Community College (PCC). As constituents in your districts we expressed our concerns to each of you. We were troubled by evidence related to the development of the Energy Management RFP and the involvement of Trane Technologies in the development of the RFP. You are aware that this firm that was eventually awarded a contract in a questionable procurement process. The Board approved an expenditure of 13 million dollars in the recently approved capital budget.

In December of 2020, pursuant to a public records request we received approximately 500 emails that were exchanged by James Knutson (Trane Technologies) and a number of PCC employees including Chancellor Lee Lambert, and Dr. David Bea, Executive Vice Chancellor for Finance and Administration. These emails indicate that Trane employees were involved in the development of the Energy Management RFP. Subsequently, during a conversation with Luke Alm of Solon Corp., (the contractor who owns the solar arrays installed on PCC's campuses) he informed us that Trane had invited his firm to participate as a partner in their response to the RFP. Mr. Alm stated that Mr. Knutson had told him that he had written the RFP. Mr. David Davis, PCC's Energy Resource Manger confirmed the participation of Trane employees in the development of the Energy Management RFP by email on May 3, 2021.

We are troubled by the Board's lack of oversight in this matter. It appears that the investigation conducted by Susan Segal (an attorney on retainer) was designed to shield the facts from public scrutiny. She failed to uncover any evidence of Trane's role in the development of the Energy Management RFP. Additionally, the Board had no input into scope or charge given to the person chosen to conduct the investigation. It appears that several of the College's senior administrators and members of the Board have engaged in a cover up of the involvement of Trane employees in the development of the Energy Management RFP.

We are deeply concerned with the College's viability under its current leadership.

The Chair, supported by a majority of the Board, have taken the position that the Chancellor has unilateral authority to conduct the College's business without any oversight by the Board. The manner in which Trane was allowed to participate and influence the Energy Management RFP is not consistent with the ethical behavior we are entitled to expect of members of the Board and College administrators. We contend that the findings of the Higher Learning Commission Site Visit team (2013) continue to be true today.

When outcomes become more important to a Board and its senior leaders than telling the truth or caring for the people in its employ, then members of that Board and those administrators have been misdirected or fallen into patterns of behavior which do not reflect the levels of integrity expected of higher education leaders.

We encourage and support your efforts to have this matter investigated by a truly independent and unbiased investigator. College administrators involved should be held accountable for violations of any applicable statutes or, of the College's procurement procedures. It is critical for the College's future operations that this matter be resolved in a transparent and open manner. The Chancellor's and the Board Chair's oft stated commitment to transparency rings hollow when confronted with the evidence contained in the report we have appended to this communication.

Finally, As members of Tucson's Mexican American and Native American communities we are deeply offended by the manner in which each of you has been treated by the Board Chair and Meredith Hay. Our country has been confronting racism since it was founded. Recently, the murder of George Floyd by a Minneapolis, Minnesota police officer has forcefully brought this issue to the forefront of the national dialog. It is our opinion that Ms. Garcia has been subjected to overt racist behavior. In addition, she has endured behavior we classify as Micro-aggression. The College's 2017 diversity plan defines this as, "Subtle and unconscious acts of disregard which seek to highlight a superiority of a dominant group over a minority group [citation omitted]."

Despite his involvement in raising questions concerning the College's operations, Mr. Gonzales has been ignored, marginalized, and treated as a non-entity. We also have witnessed behavior that we must categorize as White privilege by members of the Board. We are disturbed that the Chancellor has taken no action to halt this behavior while proclaiming that diversity is his "North Star." Indeed, the Chancellor appears to have orchestrated, encouraged, and condoned this behavior.

Our community deserves better. Pima Community College is an important institution to the community at large and the Native American and Mexican American communities, and we will continue to exercise our right to monitor the College's operations.

Yours,

Mario R. Gonzales, Chair

1.1. SUBJECT.

This report examines a number of irregularities in the award of a contract to Trane Technologies (Trane). There is substantial evidence that Trane personnel were involved in the development of the *Request for Proposal Comprehensive, Integrated Energy Management Program*, (Proposal No. P20/10015, 10/11/2019). The report contains a number of serious allegations against Pima County Community College District (PCC), the Board of Governors, and Chancellor Lee Lambert. Among these are: (1) failure of the Board to conduct oversight, (2) violations of procurement policies (3) misuse of public funds. The events that initiated this report were College's involvement with the award of the Energy Management contract to Trane. There is also evidence that the Board of Governors failed to discharge its fiduciary obligations. The manner in which the Energy Management RFP was developed and the contract executed, raises the possibility of violations of federal, state and the College's procurement policies.

1.1.1 SCOPE OF REPORT.

This report examines a number of serious allegations of violation of procurement policy that began on or about February 2019; and continue to the present. Beginning on or about February 2019 through the publication on October 11, 2019, PCC developed the *Request for Proposal Comprehensive, Integrated Energy Management Program*, (Proposal No. P20/10015, 10/11/2019). This report documents the significant involvement of Trane personnel in the development of the Energy Management RFP. During the period from February through August 2019, James Knutson Director, Integrated Solutions, Trane and a number of PCC employees exchanged approximately 500 emails. The PCC Board of Governors approved executing an agreement with Trane Ingersoll Rand (Trane) valued at \$200,000 to conduct an energy assessment at its June 3, 2020 regular meeting. The contract was executed on August 18, 2020.

This report also examines the Facilities Department's (FD) evaluation of the Trane Proposal that derived from the energy assessment contract. The FD report involved assessments from Tucson Electric Power, Solon (Solar contractor), and GLHN an architectural and engineering firm. The Facilities Report finds that it is the best interests of the College to pay Trane the \$200,000 fee and close the purchase order.

1.1.2. DOCUMENTS REVIEWED

In response to a public records request (PRR) the College provided 529 emails to and from Mr. James Knutson, Director, Integrated Solutions, Trane and a number of PCC employees, Lee Lambert, Chancellor; David Bea, Executive Vice Chancellor for Finance and Admin; Tom Davis, Chief of Staff; William Ward, Vice Chancellor for Facilities; Jeffrey Silvyn, General Counsel; David Dore, President and Executive Vice Chancellor, Ian Roark, Campus Vice President (Acting); and Gregory Wilson, Dean, Applied Technology. The above named employees were involved in communicating with Mr. Knutson during the RFP development and contract award process. In addition, the following documents were obtained through a public records request (file names as provided by PCC).

1. Energy Mgmt Q and A presentation sheet.pdf
2. Energy Mgmt Team Evaluation.pdf
3. Energy Mgmt Team Scoring.pdf
4. Final_Negotiated_CIEMP_Contractual Agreement_Trane_BR-Doc.pdf
5. PCC - RFP 2010015 Protest - 7.16.20.pdf
6. Protest Reponse_RFP 2010015_Ameresco_7-23-2020.pdf
7. RFP P20-10015 - Comprehensive, Integrated Energy Management Program_BR-Docs copy.pdf

8. RFP P20-10015 - Comprehensive, Integrated Energy Management Program_BR-Docs.pdf
9. Trane Response to PCC Proposal No. P2010015.pdf

The College's internal review process required the Facilities Department to conduct a review of the proposed contract terms, we were provided with the Facilities Department's Trane IGA-Review, and 6 appendices: Appendix A1, Audit Technical Discrepancies; Appendix A2; Appendix A3, GLHN Review; A4, Solon Corporation; A5, PCC Performance Contract Considerations; A6, Energy Cooperatives' A7, ASU Wendel Phase 1 IGA.

1.2. COMPELLING NEED FOR INDEPENDENT INVESTIGATION

There is sufficient evidence in the public record to require an independent investigation of, but not limited to Trane's influence and participation in the development of the Energy Management RFP process. An investigation is also required to determine the extent of violations of Federal, State and/or Pima Community College District's procurement policy. The investigation must answer the following questions.

1. At what point in the process did the Board chair or any member of the Board gain knowledge of the influence of Mr. Knutson on the Energy Management RFP process.
2. To what extent was the Board chair or any member of the Board cognizant of the involvement of Trane employees in the development of the Energy Management RFP.
3. To what extent was Board chair or any member of the Board cognizant of the involvement of Trane employees in selection of the members of the committee that would evaluate the responses to Energy Management RFP.
4. To what extent was Board chair or any member of the Board cognizant of the involvement of Trane employees in removing Mr. Ward from the development of Energy Management RFP.
5. To what extent was Lee Lambert cognizant of the involvement of Trane employees in the development of the Energy Management RFP.
6. To what extent was Lee Lambert cognizant of the involvement of Trane employees in selection of the members of the committee that would evaluate the responses to Energy Management RFP.
7. To what extent was Lee Lambert cognizant of the involvement of Trane employees in removing Mr. Ward from the development of Energy Management RFP.
8. To what extent was General Counsel cognizant of the involvement of Trane employees in the development of the Energy Management RFP.
9. To what extent was General Counsel cognizant of the involvement of Trane employees in selection of the members of the committee that would evaluate the responses to Energy Management RFP.
10. To what extent was General Counsel cognizant of the involvement of Trane employees in removing Mr. Ward from the development of Energy Management RFP.
11. The scope and extent of the Board chair, or any member of the Board, Lee Lambert, the General Counsel, PCC employees, and the contracted investigator's efforts to avoid, evade, prevent, or purposefully obstruct an independent investigation of the RFP development process.

12. The scope and extent of the influence of Mr. James Knutson, other Trane employees, or PCC employee(s), on Mr. Lambert's decision to remove Mr. Ward, Vice Chancellor Facilities from the RFP development process; a process he normally would have led.
13. The rationale for the Board's failure to discuss and investigate the allegation of a Trane employee's participation in the development of the Energy Management RFP, which were presented at the April XX, 2021 meeting.

1.3. FINDINGS

- During the period from February 2019 through August 2019, James Knutson, Director, Integrated Solutions, Trane and a number of PCC employees exchanged over 500 emails.
- On or about February of 2019 culminating on June 4, 2019, in emails to Mr. Wilson, Mr. Knutson advocated for the removal of Mr. Ward from the RFP development process.
- On June 4, 2019, Mr. Lambert removed Mr. Ward from the RFP development process.
- On June 4, 2019, Mr. Lambert appointed Mr. Bea to lead the RFP development process.
- Between February 2019 and June 30, 2019 Mr. Knutson and Mr. Bea exchanged no emails.
- Between July 1, 2019 August 1, 2019 Mr. Knutson and Mr. Bea exchanged 26 emails and referenced numerous meetings that had occurred.
- In a phone conversation Mr. Luke Alm of Solon stated that Mr. Knutson had told him that he (Mr. Knutson) had written the RFP.
- On May 3, 2021 Mr. David Davis emailed Mr. Alm and stated that a Trane employee had told him that another Trane employee had written the RFP.
- On May 28, 2020, Mr. Knutson inferred that communication between Trane and PCC had not been open.
- In April-May of 2021 the Facilities Department's (FD) evaluation of the Trane Proposal recommended that it was in the best interests of the College to pay Trane the \$200,000 fee and close the purchase order.

1.4. RECOMMENDATIONS

- The Board must establish an Citizen's Advisory Council for each district to assist in improving communication between the community and the Board of Governors and the educational establishment, and to serve as advocates to the community, the citizens, and decision-makers so as to ensure that the District's educational programs and services meet the needs of the community and the citizenry to be served. Its purpose is twofold: (1) to advise the Board on community attitudes, opportunities, and needs; (2) to advise individual Board members on whether the programs are meeting the needs of the citizenry.
- Board must begin to include internal and external communities in providing input into Board decision-making process.

- Board must embrace transparency and be willing to deal openly with difficult and sometimes embarrassing situations.
- Board should engage in a major and thorough review of all policies pertaining to delegation of authority to Chancellor.
- Openness, transparency, and a willingness to discuss and debate various points of view and opinions must be more readily imbedded in the Board’s culture and operations.

1.5. ENTITIES INVOLVED

1.5.1. PIMA COMMUNITY COLLEGE DISTRICT

The Pima County Community College District (PCC) is a two-year community college located in Tucson, Arizona and it began operations in 1969. PCC reported a spring semester (2021) FTSE (Full Time Student Equivalent) of 3,646 to the Board of Governors in January of 2021. On July 1, 2013 Lee Lambert assumed the post of Chancellor. An elected five-member Board of Governors controls the institution pursuant to A.R.S. 15-1444. The current members are: Catherine Ripley, District 1; Demion Clinco, District 2; Maria D. Garcia, District 3; Meredith Hay, District 4; Luis L. Gonzales, District 5.

1.5.2 NATIONAL COALITION CERTIFICATION CENTERS (NC3).

According to information on its website, “the National Coalition of Certification Centers is a value-driven organization and the future model for Career and Technical Education, creating highly-skilled, job-ready professionals through a growing network of educational partners and global industry leaders.” It is likely that the nexus for the connection between Mr. Lambert and Trane is through NC3. Mr. Lambert is a member of the NC3 Board as is Mr. Patrick Archambault who is employed by Trane as an Education Program Manager. The extent of Trane’s involvement with NC3 can be gauged by the fact that it is listed as an industry partner. Mr. Michael McAlice, an NC3 employee is listed as the Program Manager for Trane. The facts preceding are not a criticism of NC3 or its programs; however, it does clearly indicate that a relationship between Mr. Lambert and Trane personnel appears to have occurred through NC3.

1.5.3. TRANE TECHNOLOGIES

Trane Technologies Plc (formerly Ingersoll-Rand) is a public limited company whose principal executive offices are located at 170/175 Lakeview Dr. Airside Business Park, Swords Co. Dublin Ireland. It was separated (spun off) from Ingersoll Rand and began trading on the New York Stock Exchange on March 2, 2020. The information herein is taken from Trane’s *Form 10-K Annual Report* (Fiscal Year Ended December 31, 2020) that it filed with the United States Securities and Exchange Commission. Trane reported 2020 net revenues of \$9.7 billion for its “Americas segment, North America and Latin America regions” where it markets “commercial heating and cooling systems, building controls, and energy services and solutions; residential heating and cooling; and transport refrigeration systems and solutions.” The firm reported that it employed approximately 35,000 people in nearly 60 countries including approximately 12,500 outside of the United States on December 31, 2020.

1.6. SYNOPSIS OF EVENTS.

1.6.1. BACKGROUND.

Mr. Knutson’s email communication with PCC employees begins on Tuesday, February 19, 2019 (5:14 PM). On this date he emailed Mr. Lambert requesting approval of a letter to proceed with a Preliminary

Energy Assessment, and copied Mr. Archambault, Mr. Rob Wax (Trane), and Mr. Dan Ramirez (NC3). Mr. Knutson stated, “Agreement that Pima Community College gives permission to Trane to proceed with a Preliminary Energy Assessment at no cost to PCC and permits Trane to evaluate its facilities and utility bills to see if there is a possible self-funding energy project to upgrade their infrastructure.” On Tuesday, February 19, 2019 (9:05 PM) Mr. Lambert emailed Mr. Knutson an approval to proceed. In his email Mr. Knutson references “terms” for the Preliminary Energy Assessment related to any costs contained in the agreement. The record indicates that when Mr. Knutson emailed Mr. Lambert for approval to proceed, he also initiated a correspondence via email with Mr. Greg Wilson.

1.6.2. TRANE SEEKS TO REMOVE MR. WARD FROM RFP PROCESS.

The emails document that on Tuesday, February 22, 2019 (10:16 AM) Mr. Knutson began to disparage Mr. William Ward, Vice Chancellor for Facilities. Examining the email chain, it appears that Mr. Wilson agreed with Mr. Knutson’s identification of Mr. Ward as an obstacle to Trane’s efforts to secure a lucrative contract. This is shown in Mr. Wilson’s email to Mr. Knutson on Thursday, February 28, 2019 (7:25 AM) “Thanks, Jim. I think you’ve hit a lot of the issues directly, but we can change that.” The issue Mr. Wilson was referencing was Mr. Ward. On Thursday, February 28, 2019 (11:43 AM) Mr. Knutson launched his attack on Mr. Ward’s integrity in an email with the subject “my hunch.” “Greg, I would like to visit with you about Bill but here’s my best guess as we discussed a bit when we were together a couple weeks ago.” His “hunch” as detailed in this email is a lengthy attack on Mr. Ward based primarily on issues he would return to again and again in his criticism of Mr. Ward, “1. They [Mr. Ward] want[s] to be right, 2. They [Mr. Ward] want[s] to be in control, 3. They [Mr. Ward] want[s] to look good (especially to a boss).” Mr. Knutson understood that Mr. Ward would be a barrier to his efforts to influence PCC’s decision-making process in regard to developing the Energy Management RFP.

The PRR was limited to emails to and from PCC employees and Mr. Knutson’s Trane account. However, there are indications that early on Mr. Knutson communicated with Mr. Wilson through his personal email account. On March 14, 2019 (10:21 AM), “Greg, I sent a couple emails from my personal email [REDACTED] Just a head’s up in case they got filtered. Jim.” Without access to these emails it cannot be determined the reason that Mr. Knutson resorted to communicating through his personal email. Any investigation into this matter must include these emails without redactions, except those allowed by law. It is also important to note that Mr. Knutson continued his assault on Mr. Ward in other emails; it is possible that the personal emails were in the same vein.

Two emails on Tuesday, June 4, 2019 are very troubling and demonstrate the extent of Mr. Knutson influence within PCC’s leadership. At 7:15 AM Mr. Knutson emailed Mr. Wilson “... I had a good visit with *Lee about this and he agreed Bill’s judgement [sic] may be clouded* by his overriding fear of not looking good.” That same day, Mr. Lambert at 10:13 AM (approximately 2 hours later) emailed Mr. Ward, “Bill, *I have Dave Bea to take the lead on which process option* we will exercise. Once the decision is made David Dore will be the project lead Lee[emphasis added].”

There is no evidence in the record that Mr. Bea possesses any experience in developing the technical components of an Energy Management RFP. Mr. Dore is involved in the academic side of PCC’s operations and there is no evidence in the record that he possesses any background or experience in developing the technical components of an Energy Management RFP. Nonetheless, Mr. Lambert appointed them to direct a process that would materialize into a multi-million dollar contract for Trane.

1.6.3. TRANE’S ACTIVE ROLE IN INFLUENCING RFP PROCESS

The email record between PCC employees and Mr. Knutson begins on or about February 16, 2019. Between this date and July 1, 2019 there is no record of email exchanges between Mr. Knutson and Mr. Bea. After Mr. Bea assumed responsibility for the Energy Management project, between July 1 and

August 1, 2021 Mr. Knutson and Mr. Bea exchanged 26 emails. In many of these emails Mr. Knutson and Mr. Bea discuss meetings they had and in some cases Mr. Knutson attached PDF documents to his emails. On Tuesday, July 9, 2019 (8:53 PM) Mr. Knutson emailed Mr. Bea, “David, I’ve asked my local Account Manager to give me the latest update on information requested, info received and/or still on the list. I should be able to get that to you tomorrow. Thanks again for the good call today. Best, Jim.” Perhaps inadvertently, Mr. Knutson included internal Trane emails in his exchanges with PCC employees. In one exchange with Jeremy Lee (Trane) on Tuesday, July 9, 2019 (4:45 PM), Mr. Knutson stated, “Jeremy, We will need to forward an IGA contract that would allow for ESPC to be the outcome. I would think it’s our standard IGA contract language.”

It is clear from this exchange that Mr. Knutson was providing information to Mr. Bea during the period that the Energy Management RFP was being developed. The RFP was published on October 11, 2019. On Monday, Jan 6, 2020 (12:02 PM) Mr. David Davis (PCC Energy Resource Manager) emailed Mr. Ward, “I noticed that all 6 evaluation criteria areas came from page 5 of the Trane RFP response. Would it be possible to add categories for ECM evaluation... [emphasis added]. The Trane’s proposal provided by the College in its response to the PRR is missing page 5. Mr. Davis is credible as he was simply asking a question concerning the evaluation form. This question goes to the heart of the problem as it demonstrates the influence that Trane exerted on the process.

1.6.4. EVIDENCE OF TRANE PARTICIPATION IN RFP DEVELOPMENT PROCESS.

During a telephone conversation with Luke Alm of Solon, he stated that Mr. Knutson had told him that he (Mr. Knutson) had written the RFP. On May 3, 2021 Mr. David Davis emailed Mr. Alm, “Do you know anything more about the RFP generation than what I learned independently of you; that Trane wrote it. I was told this by Brice May [Trane employee], and I believe you had heard this from another employee at Trane. It sounds like someone here at PCC is saying they pulled it from some off the shelf resource. This doesn’t make sense as the RFP was so specific and so well aligned with what Trane had been trying to sell before the RFP went out. Do you have anything to add to this [emphasis added].”

1.6.5. POSSIBLE TRANE COMMUNICATION WITH PCC DURING RFP PROCESS.

A troubling email was sent by Mr. Knutson to Mr. Lambert on May 28, 2020, at 1:58 PM, “Lee, I had a good visit yesterday with Greg and also with David Bea this morning. Seeing it has been over 6 months since we’ve been able to openly communicate with you and your team... [emphasis added].” This statement indicates that there were communications between Mr. Knutson and PCC employees for a period of six months that were not “open”; further investigation is necessary to determine the extent and frequency of this communication and its effect on the RFP and award process.

The lack of integrity of the process is demonstrated by the fact that Mr. Knutson was notified of Trane’s selection prior to the official notification on May 12, 2020. Mr. Knutson emailed Mr. Lambert on April 30, 2020 (5:35 AM) “My initial feedback is that we have been, are fully positioned, and selected but not under contract yet with you/PCC...”

1.6.6. INTERNAL CONCERNS REGARDING THE RFP PROCESS.

Mr. David Davis was disturbed by the RFP development process and scored all of the proposals with zeros, commenting in an email to Ms. Jan Posz, PCC Sr. Procurement Analyst, “I apologize for not providing advance notice that I would be rating proposals with zeroes. I am afraid that as PCC’s Energy Resource Manager this was necessary in order to not imply acceptance or approval of this RFP as written.”

During this period Mr. Davis provided feedback that questioned the RFP process and Trane’s response to the RFP. In a lengthy email sent on October 1, 2019, (11:01 AM) Mr. Davis stated that he had requested Trane to submit proposals for two pilot projects. He reported that Trane’s equipment was 25

percent and 37 percent more expensive than comparable equipment. He concluded, “In short, the District HVAC shop is concerned that a switch to Trane automation will bring about *an increase in outage time and will be an impairment to the support and proper operation of PCC building automation systems.* This will in turn result in increased cost and site support needed by Trane technicians [emphasis added].”

1.6.7. BID PROTEST.

Ameresco, one of the firms that submitted a proposal filed a bid protest that was denied by PCC. On Friday July 17, 2020 Leonard Byrd, Senior Project Development Manager, Ameresco, Inc., filed a, *Formal Protest and Request for Consideration RFP P20/10015 Comprehensive, Integrated Energy Management Program.* In its protest Ameresco raised several important issues.

The Trane Proposal contains a *major falsehood* that highlights their lack of experience in Performance Contracting in compliance with the applicable Arizona State Laws. On page 8 and again on page 9 of Trane’s Proposal, they claim the following: “State legislation mandates a minimum of three year term in Arizona but this term can be extended upon Pima Community College’s request.” “The State of Arizona does not require public agencies to maintain M&V [Measurement & Verification] services after the first 3 successful years of achieved savings guarantee.” While there was a time long ago when this was true, *these assertions are false and have been addressed by the Arizona Attorney General’s Office almost 10 years ago.* Measurement & Verification as well as Annual Reconciliation of Savings is required on an annual basis for the complete term of the project. We have included a link to the Attorney General’s Opinion below and provided a copy as an attachment to this document [emphasis added].

Ameresco’s proposal had an overall total score of 104.8, while the Trane proposal received a score of 113. Ameresco’s bid protest points out several facts that are contained in the responses to the energy management RFP. In the area of Project Personnel/Staffing the evaluation team scored Ameresco (6.8) and Trane (9.4) out of maximum of 10 points. This despite the fact that “The average tenure of the proposed team members working with their respective teams is also in favor of Ameresco, 13.66 years compared with 10.35 years for the Trane team.” Ameresco’s local point of contact also listed 33 years of experience, which was significantly more than the 4.5 years of experience for the individual listed in the Trane proposal.

The issues raised in Ameresco’s bid protest were not adequately answered in Mr. Terryl Robinson, PCC, Director of Procurement & Payment Services response to bid protest. The response fails to address the serious issues raised in the protest.

1.6.8. INVESTIGATION CONDUCTED BY PCC CONTRACT ATTORNEY NOT CREDIBLE

The Investigations conducted by Ms. Susan Segal are not credible as she failed to pursue evidence concerning Trane’s involvement in the development of the RFP. While it is not possible to comment on her motives, it is clear that she failed to discover the evidence presented here. This evidence calls into question her conclusion that Trane had not participated in the development of the Energy Management RFP. She also failed to interview the two Board members who raised concerns to determine the source of their information. Her investigation does not meet the basic standards for an inquiry of this nature.

1.6.9. INDEPENDENT EVALUATION OF TRANE 180 ENERGY PROPOSAL

In compliance with the normal procurement process, Facilities Department asked for three firms to review the Trane proposal. These firms, Tucson Electric Power, Solon, and GLHN, reviewed the Trane

proposal and reported that it was lacking detail and should be vetted independently. Based on its analysis of the Trane Proposal and the input from the above referenced firms the Facilities Department prepared the report required by PCC policies and procedures. The following are its recommendations.

In summary, due to the number and variety of issues, oversights, omissions and concerns identified during our review and outlined in this document, PCC Facilities recommends:

Pay \$200,000 for the IGA performed by Trane and close the Purchase Order.

Do not accept the recommendations proposed by Trane.

The Academic Energy Living Lab component stands on its own and should continue under the Downtown Campus ST Building renovation project as planned.

Consider utilizing one of the five (5) existing Energy Service Companies listed with cooperative contracts available to utilize via the State of Arizona's Cooperative Contracts for Energy Management Control System Services. (Appendix A6).

Consider creating a new RFP under the direction of PCC Facilities with the guidance of an unbiased engineering firm, utilizing the experience and recommendations of the PCC Energy Resource Manager and independent subject matter experts. (See also resources for ESCO projects and RFPs, Appendix A8).

Engage an independent, third-party, non-equipment manufacturing engineering firm to conduct an updated impartial comprehensive Facility Condition Audit and make unbiased recommendations. PCC Facilities has already requested funding for an independent Facilities Condition Audit for inclusion in the FY22 Capital budget.

If the College decides to approve and move forward with the full set of Trane recommendations found in the Audit as is, PCC Facilities strongly requests to be included in the review and determination of the final contract language, prior to the execution of any signed agreement or purchase order, in order to utilize subject matter expertise to protect the best interests of the College.

2.0. TABLES

Table 1 Number of emails to and from Jim Knutson of Trane

Employee	2019	2020	Total
David Bea, Executive V. Chancellor for Finance and Admin.	28	93	121
Tom Davis, Chief of Staff	4	7	11
David Dore	16	32	48
Lee Lambert, Chancellor	22	45	67
Ian Roark	7	2	9
Jeffrey Silvyn, General Counsel	0	25	25
William Ward, Vice Chancellor for Facilities	31	30	61
Gregory Wilson, Dean, Applied Technology	83	93	176
Total	191	327	518

Table 2 PCC employees mentioned in report

Employee	Position
	Pima Community College
Lee Lambert	Chancellor
David Bea,	Executive V. Chancellor for Finance and Admin.
Tom Davis,	Chief of Staff
William Ward,	Vice Chancellor for Facilities
Jeffrey Silvyn	General Counsel
David Dore	President and Executive Vice Chancellor
Ian Roark	Campus Vice President (Acting)
Gregory Wilson	Dean, Applied Technology
David Davis	Energy Resource Manager
Jan Posz	PCC Sr. Procurement Analysis

Table 3 Trane, NC3 and other firm's employees mentioned in report

Trane	
James Knutson	Director, Integrated Solutions
Patrick Archambault	Education Program Manager
Jeremy Lee	
Brice May	
Rob Wax	
<hr/>	
Michael McAlice	NC3
Dan Ramirez	NC3
<hr/>	
Luke Alm	Solon
Leonard Byrd	Ameresco

Table 4 PCC energy management RFP evaluation team

Employee	Position
Greg Wilson (Team Lead)	Dean, Applied Technology
Jim Russell	Instructional Faculty, Building & Construction Technology
Jessica Normoyle	Program Manager, Workforce & Continuing Education
David Clark	Superintendent of Operations, Facilities Operations & Construction
Raj Murthy	Asst. V Chancellor Information Tech., Information Technology
David Davis (withdrew)	Energy Resource Manager, Plant Operations
Terry Robinson,	Director, Procurement & Payment Services, District Office

3.0 STATEMENT OF FACTS

1. Mr. Lambert is a member of the NC3 Board. On June 2, 2021 the NC3 website lists Mr. Lambert as a member of the Board (<https://www.nc3.net/board-of-directors/>).
2. Mr. Patrick Archambault is a member of the NC3 Board of Directors and is employed by Trane as an Education Program Manager. On June 2, 2021 the NC3 website lists Mr. Archambault as a member of the Board (<https://www.nc3.net/board-of-directors/>).
3. Mr. Dan Ramirez, Associate Director, an employee of NC3, is listed as the Program Manager for Trane. On June 2, 2021 the NC3 website lists Mr. Ramirez as a member of the NC3 Staff.
4. Mr. Michael McAlice, an employee of NC3, is listed as the Program Manager for Trane. On June 2, 2021 the NC3 website lists Mr. McAlice as a member of the NC3 Staff.
5. The NC3 website states, “The National Coalition Certification Centers is a value-driven organization and the future model for Career and Technical Education, creating highly-skilled, job-ready professionals through a growing network of educational partners and global industry leaders.”
6. NC3’s website states that Trane is an “industry partner” of NC3 (<https://www.nc3.net/industry-partners/#>).
7. In 2017, Mr. Lambert attended the NC3 Summit, which is held every year at Gateway Technical College in Kenosha, Wisconsin.
8. February 19, 2019, in the emails received pursuant to a public records request the following file was included, *02-19- To 19 Request for Letter Proceed redact*. (Exhibit 1).
9. On Tuesday, February 19, 2019 (5:08 PM) Mr. Knutson emailed Mr. Wilson a draft of the Feb 19, 2019 (5:14 PM) email sent to Mr. Lambert at 5:14 PM. (Exhibit 2).
10. On Tuesday, Feb 19, 2019 (5:14 PM) Mr. Knutson emailed Mr. Lambert and Mr. Wilson requesting a letter to proceed with the Preliminary Assessment. Mr. Knutson copied the following: Mr. Archambault, Trane, NC3 Board; Mr. Rob Wax, Trane; Mr. Michael McAlice NC3; Dan Ramirez, NC3. (Exhibit 3).

Preliminary Assessment for PCC at the Downtown Campus and West Campus... Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and we would like to add the West Campus as well. After our meeting, our technical team mentioned we have Trane systems on the West Campus and we have some great additional savings options to evaluate for you... Thus, we will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank. (Exhibit 3).

11. This email also stated, "Agreement that Pima Community College gives permission to Trane to proceed with a Preliminary Energy Assessment at no cost to PCC and permits Trane to evaluate its facilities and utility bills to see if there is a possible self-funding energy project to upgrade their infrastructure." (Exhibit 3).
12. On Tuesday, February 19, 2019 (9:05 PM) Mr. Lambert emailed Mr. Knutson and copied Mr. Ward, "Hi Jim, thanks for sending this request. As discussed, Pima would like to proceed. I am copying Vice Chancellor Bill Ward on this reply. He will work with you and your team to receive the requested information. *Please let me know if there is anything else you need me to do at this time.* Best, Lee" [emphasis added]. (Exhibit 4).
13. On Tuesday, February 22, 2019 (8:28 AM) Mr. Ward emailed Mr. Knutson, "Jim, I think we could find some time on the days that you have proposed, so we'll work on getting something scheduled. Also, I would like to talk this proposal through a little more before we get going on anything. Thanks, -Bill." (Exhibit 5).
14. On Tuesday, February 22, 2019 (10:16 AM) Mr. Knutson emailed Mr. Wilson, "Greg, I'm excited to get this scheduled. – See Below. From our conversation last Thursday afternoon, I think it would be very important to have you attend this initial meeting to help with the vision [sic] and goal setting regarding our Intelligent Services, NC3 Lab/ Living Lab and using savings to fund program integration pieces. *Otherwise, I'm concerned that Bill will want to be in control and limit the amount of ideas/opportunities that we can investigate and report on to help you. I think you understand my concern...* J. Can you let me know what dates work for you as per my follow up below so I don't pick one that you can't attend? Best, Jim" [emphasis added]. (Exhibit 6).

15. On Wednesday, February 27, 2019 (2:53 AM) Mr. Knutson emailed Mr. Wilson, “Greg, Just checking in – *no word back from Bill on my request for a meeting. As we discussed, I may need your help with Bill* but I’ll send another note to suggest a few more dates. Do you have time to talk today (Wed) or Thursday for a few? Best, Jim [emphasis added]. (Exhibit 7A).
16. On Thursday, February 28, 2019 (7:25 AM) Mr. Wilson emailed Mr. Knutson, “*Thanks, Jim. I think you've hit a lot of the issues directly, but we can change that.* The 3:30pm time on the 13th works for me. I am looking forward to it.” (Exhibit 7B).
17. On Thursday, February 28, 2019 (11:43 AM) Mr. Knutson emailed Mr. Wilson, subject: *my hunch,*

Greg, I would like to visit with you about Bill but here’s my best guess as we discussed a bit when we were together a couple weeks ago. I’ve been doing this a long time but I don’t recall ever really documenting the situation but here is a quick 25 min shot at it. *This is not meant to be a personal attack in any way but something we see that needs to change.* See slide on what it will cost an organization if it continues. It’s all about drawing a line in the sand and a paradigm shift that is hard to make. I do think there is an insecurity that is hidden by the three things I see in many people: 1. They want to be right, 2. They want to be in control, 3. They want to look good (especially to a boss). Considerations – may not be true and I’m off base... If so, that is awesome. Bill has been in charge of facilities for a long time. He has had to “make do” with little money and resources. He has had to ask for money for big and small things – so in order to look good, he has had to get “deals” or low first cost in any way possible. Likely praised for this “saving/frugal way of being” and getting ideas from vendors and doing a “self implementation” practice. Life cycle cost nor energy efficiency are issues that are important because that can be hidden or put off to another day. Not a compelling event consideration. This leads to a lot of equipment that is old and “run’s to failure.” This then leads to “chasing fires” or emergency replacements instead of preventive maintenance. This causes short term fixes (again to look good) by being seen as thrifty. This then reinforces this mentality and way of being. Good data on what this actually costs PCC is hidden by “traditional utility bills” and data that is hard to track. Utilities are seen as a “fixed cost” and only the “easy” low hanging fruit energy projects are done... reinforces the above. No one counts the real cost of this way of doing things. No way to integrate your educational programs. Seen as a cost. New technology seen as a threat to his job – not familiar with those systems UNTIL NOW – and Trane comes along with a new program that is seen as a MAJOR THREAT to looking good, being right, and in control. New way -----
-----VS-----Traditional Thought Process Major replacements done out of the quick payback – low hanging fruit. Major savings achieved and repurposed – not thought possible or too good to be true +Self funding – no out of pocket first cost – see’s cost of a Trane – must be low bid when that isn’t the major factor. High quality – low life cycle cost and efficiency is most valuable. Lot’s of data to help make good decisions – very scary to the old way of thinking and being Lot’s of automated ways to run the buildings - seen as unnecessary Lot’s of good ways to manage the data - thinks it’s too expensive Lot’s of integration with Education Programs – seen as a threat to his decisions and control Lot’s of technology – fearful and in the end, his hidden energy issues might be uncovered. Does not really want a partner (Trane to be involved) as then he’s not then in control and looking good. So what’s the good news in all of this? LOTS of opportunity for us to get the feasibility and see what we can do to repurpose those

funds and integrate students and programs! This is an example of another project so less savings at PCC but a good illustration. (Exhibit 8).

18. On March 14, 2019 (10:21 AM) Mr. Knutson emailed Mr. Wilson, "Greg, I sent a couple emails from my personal email [REDACTED] Just a head's up in case they got filtered. Jim." (Exhibit 9).
19. On April 10, 2019 (6:09 AM) Mr. Knutson emailed Mr. Wilson "Here's an update regarding the Trane Partnership Status Update. *As you are the internal "Land Mine Sweeper" for our partnership, I will appreciate some sweeping on your part* [emphasis added]." Mr. Knutson also wrote, "Greg, I think my intuition on some push back is starting to come through... i.e. Regarding wanting to be in control, look good and be right." (Exhibit 10).

I have not addressed any of this with Bill Ward nor copied him on this...Greg, I think my intuition on some push back is starting to come through... i.e. Regarding wanting to be in control, look good and be right. There's some building system technical insight for you in this summary...Bill told me there's no need to copy you or David or Lee on the correspondence. (i.e. wants to be in control) ." (Exhibit 10).
20. On Tuesday, April 23, 2019 (8:53 PM) Mr. Knutson emailed Mr. Lambert, Greg Wilson, David Davis and I, "We truly appreciate *the help and support of Bill and his team* and we will work to get the results of our Preliminary Assessment back for your review within 60 days [emphasis added]." (Exhibit 11).
21. On Sunday, April 28, 2019, (6:14 PM) Mr. Lambert emailed Mr. Knutson, "Hi Jim, it was good to see you last week. I enjoyed my visit and getting to know you. The work you and your Trane colleagues are doing is impressive. I love the values Trane stands for. I look forward to our work together. Best, Lee." (Exhibit 12).
22. On Sunday, April 28, 2019, (9:29 PM) Mr. Roark emailed Mr. Ward "There are a lot of great things happening with Trane in each vein--*Facilities and BCT* [Building Construct Technology program]. What are the connection-points between each? Could/should a BCT faculty attend the Trane meeting in Denver? Could/should a Facilities staff attend the Trane and Festo training in July? Should both BCT faculty and Facilities staff then collaboratively plan the BCT lab and "Living Lab" for the whole of the CfE [Center for Excellence]? *Please pardon me if I'm overstepping*, but there seem to be some awesome opportunities for taking the Living Lab concept

to the next level with the help of Trane, and the CfE design seems to be our opportunity to do so” [emphasis added]. (Exhibit 13).

23. On Monday, April 29, 2019 (7:18 AM) Mr. Ward emailed Mr. Roark, “Ian, I’ll be presenting at the national APPA conference and Trane will be there. The meeting is related to our District building control system which Facilities operates and maintains. *For now we need to keep this separate*, I’ll be discussing the details with David [Dore] today [emphasis added]. (Exhibit 14).
24. On May 6, 2019 (10:23 AM) Mr. Lambert emailed Mr. Dore, Mr. Ward, Mr. Roark, Mr. Wilson, Mr. Tom Davis, Mr. Knutson, Mr. Archambault, Mr. Beyer, Mr. May (subject: Jim Knutson, Trane Energy Lab discussion w/ David D., Bill, Ian, Greg & Tom, *with a header and no information in the content area was obtained via a request for public records*).
25. On May 6, 2019 (2:56 PM) Mr. Knutson emailed Mr. Lambert, “Lee, When we were in Minnesota you mentioned you have a Trane unit on your home that is or has gotten loud. I’d like to see if one of our technicians and/or an engineer could stop by and take a look at it to see if we might help. Let me know if that is of interest and we will have our team in Tucson get a site visit scheduled. (Exhibit 15).
26. On Monday, May 6, 2019 (5:32 PM) Mr. Knutson emailed Mr. Ward, “I was invited to speak and present at the NC3 National Board of Director’s meeting in St Paul MN about 10 days ago and I had a nice visit with Lee Lambert who’s on the board of directors. I shared our common vision that we discussed in Colorado and *he spoke highly of you and your efforts at PCC* [emphasis added].” (Exhibit 16).
27. On Sunday, May 19, 2019 (9:51 PM) Mr. Wilson emailed Mr. Knutson “Thanks, Jim. I’m glad we had a chance to catch up. *I think the more we share with Lee and the team, the better*. There is no point keeping the info. Given the big changes with the center plans, now is a good time to get it all out on the table.” (Exhibit 17).
28. On Monday, May 20, 2019 (3:28 PM) “PS: I had mentioned another good book... Necessary Endings by Dr. Henry Cloud. He and Townsend wrote the “Boundaries” books too. Here is an excerpt of the 7th Chapter about “Wise, Foolish and Evil.” *I think it matches pretty well with a way of being we discussed about wanting to look good, be right and in control*. I think it’s usually foolish

but if that is rewarded or not put into check, then it can move into the Evil category.” (Exhibit 18).

29. Wednesday, May 29, 2019 (3:25 AM) Mr. Knutson emailed Mr. Wilson, “This vision and mission (see below) *seemed to be very well received by Lee Lambert* when we were in MN at the NC3 National Board Meeting. (Exhibit 19).

30. On May 30, 2019 (5:07 AM) Mr. Knutson emailed Mr. Wilson,

FYI - It’s really been a struggle to get building data over the past three months. See below. If we don’t go ahead with an Investment Grade Audit Development after this meeting and you/Lee want us to complete our feasibility study first, (what we plan to do once we can get the data to evaluate and report on) *we must put a hard deadline on Bill today to get us access to building plans and utility data*. This is needed in order to extrapolate the total campus savings potential. My guess is that since we got the LTP approved by Bill on Feb 13th, probably \$100,000/month of waste that’s gone to the utility or about \$300,000 just since our kickoff meeting that could have been repurposed [emphasis added]. (Exhibit 20).

31. In this email the following, “Note – David Davis has been out on Vacation for the last 2 weeks. He has been working from home on trying to *get us access to the Drives* [emphasis added].” (Exhibit 20).

32. On May 31, 2019 (1:50 PM) Mr. Knutson emailed Mr. Lambert, Mr. Dore, Mr. Ward, Mr. Roark, Mr. Wilson and Mr. Tom Davis and copied Mr. Archambault, Mr. Beyer, Mr. May, Mr. Locke, and Mr. Oakley all of Trane or IRCO, “Pima Community College Leadership Team,

Thank you so much for the exciting discussion yesterday. I hope we accomplished the objective of a deeper understanding of NC3 & Trane’s partnership and offerings. We hope that our effort to initiate the conversation on various ways forward was also helpful. Our foundational goal in all of this is to give you good information to help you make great decisions. Our Trane team is very much looking forward to building a co-authored partnership that addresses the various PCC needs and potential solutions that incorporates Energy Labs, Living Labs, P3 programs, sustainable existing & new buildings with solid financial options. We will be in touch with meeting dates and times in addition to the Symposium at PCC on June 7th. (Exhibit 21).

33. On Tuesday, June 3, 2019 (8:35 AM), Mr. Knutson emailed Mr. Lambert, “Pat Archambault who is on the NC3 Board and is the Trane Corporate Executive in charge of the Trane relationship with NC3.” (Exhibit 22).

34. On Tuesday, June 4, 2019 (7:15 AM) Mr. Knutson emailed Mr. Wilson “... I had a good visit with Lee about this and he agreed Bill’s judgement [sic] may be clouded by his overriding fear of not looking good.” (Exhibit 23). He further stated.

5. If we help to provide accountability – it will be another culture shock as there has been years of “little to no” accountability with his staff and support...6. If it goes to an RFP, Bill will do everything in his power to select a company that will scratch the surface only and not uncover the real potential or he will do everything in his power to self-perform the projects. 7. He will employ some of these tactics: lack of full disclosure, delay tactics, digging up dirt or trying to find a negative reference, suggesting another firm is more qualified, probably sharing our material with other firms, potentially finding naysayers in the public, claiming a purchasing network selection will cause protests or legal action, etc. (not true). (Exhibit 23).

35. On Tuesday, June 4, 2019 (10:13 AM) (approximately 2 hours later) Mr. Lambert emailed Mr. Ward, “*Bill, I have Dave Bea to take the lead on which process option we will exercise. Once the decision is made David Dore will be the project lead [emphasis added]. Lee.*” (Exhibit 24).
36. On June 20, 2019 (2:09 PM), Mr. Knutson emailed Mr. Wilson “In closing, be prepared for someone to be very resistant and pull out a number of tactics and claims to prevent us from a deep dive into your facilities and systems. i.e. delay, lack of information exchange, needing to give others a chance, and many others. If you want to do an RFP, the selection committee must be your entire exec team and must not be done through Bill’s department for obvious reasons.” (Exhibit 25).
37. On July 3, 2019 (7:56 AM) an email (subject Trane and David Bea NC3 Program Review) *with a header and no information in the content area was obtained via a request for public records.*
38. On Tuesday, July 9, 2019 (12:38 AM) Mr. Knutson emailed Mr. Bea and copied Mr. Wilson and Mr. David Dore, Perfect! Yes, very much looking forward to it. Here’s a brief call agenda: Background and Current Partnership Status and Updates Review Savings and Repurposing Wasted Energy and Operating Costs “3 for 1” Integrated Living Learning Labs (Existing Buildings – NC3 Energy Lab – New Construction) Next Steps: Investment Grade Audit, US Communities/Omnia Group Purchasing Organization (GPO), Meetings at National NC3 Conference (July 24 and 25th in Kenosha Wisconsin). (Exhibit 26).
39. On Tuesday, July 9, 2019 (7:22 AM) Mr. Knutson emailed Mr. Bea, “David, Thanks so much for the good call this week. Does this date and time work for you and/or David Bea? Please suggest another time and or Maybe PM of Wed the 10th? Best, Jim M: [REDACTED] (Exhibit 27A).
40. On Tuesday, July 9, 2019 (9:30 AM) Mr. Bea emailed Mr. Knutson “Good morning Jim, I was planning to talk about *next steps* during our call this afternoon. Looking forward to our call [emphasis added].” (Exhibit 27B).

41. On July 9, 2019 (10:12 AM) Mr. Knutson emailed Mr. Bea and copied Mr. Wilson and Mr. Dore,

Perfect! Yes, very much looking forward to it. Here's a brief call agenda: Background and Current Partnership Status and Updates Review Savings and Repurposing Wasted Energy and Operating Costs "3 for 1" Integrated Living Learning Labs (Existing Buildings – NC3 Energy Lab – New Construction) Next Steps: Investment Grade Audit[,] US Communities/Omnia Group Purchasing Organization (GPO) [,] Meetings at National NC3 Conference (July 24 and 25th in Kenosha Wisconsin) Best, Jim. (Exhibit 27c).

42. On Tuesday, July 9, 2019 (2:54 PM) Mr. Knutson emailed Mr. Bea "*Some early information and the approval by Lee Lambert. Jim.*" (Exhibit 27D).

43. On Tuesday, July 9, 2019 (3:36 PM) Mr. Knutson emailed Mr. Bea, "See the umbrella slide with the green circles. The utility information slides will be coming in a bit." (Exhibit 28).

44. On Tuesday, July 9, 2019 (8:53 PM) Mr. Knutson emailed Mr. Bea, "David, I've asked my local Account Manager to give me the latest update on information requested, info received and/or still on the list. I should be able to get that to you tomorrow. Thanks again for the good call today. Best, Jim." (Exhibit 29).

45. On Tuesday, July 9, 2019 (4:45 PM) Mr. Knutson emailed Mr. Jeremy Lee of Trane, "Jeremy, We will need to forward an IGA contract that would allow for ESPC to be the outcome. I would think it's our standard IGA contract language. ALSO, we need or can add that we are a prequalified ESCO in AZ. I gave Jay Kopp a copy of this agreement at our Boston MA CS Leadership meeting in May (I'm not sure if the title nor language makes sense for an IGA). Jay said at first glance it looks good. PSS – *This proforma is maybe ½ of the total opportunity at PCC.*" Note: this is an internal Trane email included in the PCC email chain. (Exhibit 30).

46. On Tuesday, July 10, 2019 (11:36 PM), Mr. Knutson and Mr. Bea, "David, Just between us, we understand that Bill verbally told a staff member to not give us more data. I'm not sure he would admit that but just thought you should know. Jim." (Exhibit 31).

47. On Sunday, July 14, 2019 (7:16 PM) Mr. Knutson emailed Jeremy Lee of Trane, "I'd love to see your response for Pima CC. I'd like to get it to David Bea so we can schedule a follow up meeting." (Exhibit 32).

48. On July 15, 2019 (12:23 PM) Mr. Knutson emailed Mr. Bea and copied Mr. Wilson, "David, I just got this promised follow up from Jeremy Lee who joined us during our call last week. Please

review and let me know if you have any questions. I can be in Tucson this Thursday or Friday if you want to have a follow up visit to our call/meeting last week.” (Exhibit 33).

49. The July 15, 2019 (12:23 PM) email, (Item 37) had two attachments: Snyder ISD - Cert Letter - 039 - PDF.pdf, and PROD-SLB033-EN_04182019.pdf. (Exhibit 34A).
50. The July 15, 2019 (12:23 PM) contained in the email chain of an internal Trane email from Mr. Jeremy Lee to Mr. Knutson dated Monday, July 15, 2019 (12:54 PM), there is a long section below a heading entitled Trane Contract. (Exhibit 34B).
51. On July 18, 2019, (6:45 PM) Mr. Knutson emailed Mr. Bea, “Thanks David. I'll send an invite for 12:30 PM so I hope you can at least grab a sandwich! (Exhibit 35).
52. On Thursday, July 18, 2019 (2:22 PM) Mr. Bea emailed Mr. Knutson “I'm available between noon and 1pm (Pacific time) for sure and likely have some additional time later in the afternoon but can't commit to specific times right now as we are *trying to schedule a couple of calls with board members*. (Exhibit 36).
53. On July 18, 2019 (7:45 PM) an email from Mr. Knutson to Mr. Bea and Ms. Keri Hill (subject: Follow Up Visit) *with a header and no information in the content area was obtained via a request for public records*. (Exhibit 37).
54. On Thursday, July 18, 2019 (8:00 PM) Mr. Knutson emailed Mr. Wilson, “FYI – Set to talk to David at 12:30 PM AZ time tomorrow.” (Exhibit 38).
55. On Thursday, July 19, 2019 (6:02 AM) Mr. Knutson emailed Mr. Wilson, “One last comment. My best guess at the moment is that if we can start with the IGA on the existing campuses. We can find \$3M or more to contribute to new facilities systems AND create the living labs simultaneously. Ttyl [talk to you later]. (Exhibit 39).
56. On Thursday, July 19, 2019 (3:01 PM) Mr. Knutson emailed Mr. Wilson, “FYI. Hope y our [sic] meetings went well. *I had a 90 min visit with Dav id [David] Bea !* Let's talk, may be Monday ? [emphasis added]. (Exhibit 40).
57. On July 22, 2019 (5:47 AM) Mr. Knutson emailed Mr. Lambert and Mr. Bea, “Also, David Bea and I have had some very good conversations and I'm very excited to see first-hand and discuss

the Trane Energy Lab and the *Campus Wide Living Lab* ideas with you [emphasis added].”
(Exhibit 41).

58. On July 22, 2019 (9:09 AM) Mr. Lambert emailed Mr. Knutson “Hi Jim, we look forward to seeing you on Wednesday. David and I arrive tomorrow evening. Let’s connect Wednesday. Lee.”
(Exhibit 42).

59. On July 23, 2019 (10:24 AM) Mr. Knutson emailed Mr. Bea,

David, Thanks again for the good visit last week. I’ll send you feedback I got from my Account Manager and our Energy Engineer on the data requests and responses from the past month or two. We can discuss on Friday if you’d like. Friday call discussion items: 1. Energy, Water data response or not. 2. Also, I’m curious if you had a chance to visit with Lee and how that discussion went? (I’ll be with him and David Dore tomorrow thru Thursday in Kenosha WI at the NC3 Leadership Summit.) 3. Any questions or thoughts on the Omnia/US communities GPO email and information that Jeremy Lee provided? 4. If so, I can get you an Investment Grade Audit draft contract and pricing. We are budgeting about \$0.12 per square foot (includes solar and other operating cost evaluation aspects) not the 15 to 20 cents as I had mentioned that was the example I mentioned that the State of Colorado mandates. Again, this cost is typically funded out of savings during the construction phase. 5. Next steps and meeting dates? a. I can be in Tucson anytime on Aug 1st or AM of the 2nd , or August 9th if you want to meet in person to review any existing building, energy lab and new building system options. b. I’d like to also schedule a meeting with you, Lee, DD, maybe Ian and Greg on the 14th of August as my National Education Director, Mike Hines will be with me in AZ for a few days and we would like to discuss details of the three phased approach we discussed. (Aug 14th or 15th could work but the 14th is better for us.) Let me know if this meeting time is not good. (the earlier in the day is better for me if you still have an opening). Best, Jim. (Exhibit 43).

60. On July 29, 2019 (11:38 AM) Mr. Knutson emailed Mr. Wilson and copied Mr. Archambault and Mr. Hines,

Greg, As per our brief discussions on your new building systems over the past few months, we know you are just beginning to plan for the new construction system designs. Thus, as this window of time is short, are offering to discuss and present some initial ideas and insight to technology trends and impacts on areas such as; the learning environment, construction costs, energy efficiency, operating costs and various technology and control strategies. We hope to help you integrate potential learning lab designs that will not only condition your new facility for today but can also easily adapt to building load and learning condition changes over time. Additionally, it only makes sense to leverage your new construction investment to allow for simultaneous and “state of the art” learning lab opportunities for students. Please feel free to invite others whom you feel would benefit from this overview. (Exhibit 44A).

61. On August 8, 2019 (10:20 AM) Mr. Wilson emailed Mr. Knutson accepting a meeting scheduled for Wed Aug 14, 2019 1pm – 2:30pm Mountain Standard Time – Phoenix, with the invitees:

Knutson, James – organizer; gwilson@pima.edu - creator, optional; Archambault, Patrick – optional; Hines, Michael – optional; Dore, David – optional. (Exhibit 44B).

62. On or about October 1, 2019, in the emails received pursuant to a public records request the following file was included, *09-26-20 Trane Building Automation REDACT*. (Exhibit 45).
63. On October 1, 2019, (11:01 AM) Mr. Davis emailed Mr. Posey and copied Mr. Ward,

As you are aware of I asked for proposals from Trane for a retrofit of building automation at the Downtown RV building. I also asked for a proposal for interface software and configuration to support PCC BACnet [Building Automation and Control Networks] devices. This was originally to be a pilot project to evaluate Trane controls on a single building before signing on for further use. When I received the proposal I found the price to be high compared to similar projects completed very recently in other PCC buildings by ACC (Arizona Control Contractors) using Delta controls. For this reason I asked ACC to provide proposals for the identical projects.

ACC installed and configured Delta software = \$9,239.00

Trane installed and configured Trane software = \$ 14,631.00

Trane proposal is approximately 37% more.

Trane installed Trane retrofit of DT RV automation = \$ 111,623.00

ACC installed Delta retrofit of DT RV automation = \$83,762.00

Trane proposal is approximately 25% more.

Although first cost is important, the District HVAC shop has a larger issue regarding the brand of control product used in PCC facilities. We have invested significant time in becoming experts in the installation, configuration, and programming of the Delta product. We also have factory tech level access to documentation and support materials. ACC's Tucson office has 35+ technicians who have provided excellent technical support of their products when needed.

The District HVAC shop also interacts with the Tucson Trane office and uses Trane technical documents to support Trane mechanical equipment. The Trane office has nowhere near the available technical resources found at ACC. As a result there is a significant lag in support when needed. The access to Trane documentation is also nowhere near where it is with the Delta products.

In short, the District HVAC shop is concerned that a switch to Trane automation will bring about an increase in outage time and will be an impairment to the support and proper operation of PCC building automation systems. This will in turn result in increased cost and site support needed by Trane technicians. (Exhibit 46).

64. Between February 19, 2019 and May 31, 2019, Mr. Knutson and Mr. Ward exchanged approximately 31 emails.

65. Between February 17, 2019 and July 22, 2019, Mr. Knutson and Mr. Lambert exchanged approximately 21 emails.
66. Between February 16, 2019 and August 17, 2019, Mr. Knutson and Mr. Wilson exchanged approximately 90 emails.
67. Between February 19, 2019 and August 8, 2019, Mr. Knutson and Mr. Dore exchanged approximately 16 emails.
68. Between July 1, 2019 and August 1, 2019, Mr. Knutson and Mr. Bea exchanged approximately 26 emails. Mr. Bea was tasked with project on June 4, 2019.
69. Between February 16 and August 17, 2020 PCC employees exchanged approximately 190 emails with Mr. Knutson totals are summarized in Table 1.
70. Table 1

PCC Staff	2019
David Bea	28
Tom Davis	4
David Dore	16
Lee Lambert	22
Ian Roark	7
Jeffrey Silvyn	0
William Ward	31
Greg Wilson	83
Total	191

71. On October 11, 2019, Proposal No. P20/10015, Request for Proposal Comprehensive, Integrated Energy Management Program was published. (Exhibit 47).
72. On Tuesday November 19, 2019 (9:17 AM), Mr. David Davis informed Mr. Ward, “Not sure if this matters, but we were directed a number of months *by a Chancellor’s email to provide utility info, and previous GLHN energy study information to Trane*. This was before the RFP process. The email thread showing the Chancellor's authorization for records requested can be seen in an attachment to this email.” (Exhibit 48).

73. On Monday, Jan 6, 2020 (12:02 PM) Mr. Davis emailed Mr. Ward, “*I noticed that all 6 evaluation criteria areas came from page 5 of the Trane RFP response. Would it be possible to add categories for ECM evaluation, cos [emphasis added]...*” (Exhibit 49).

74. On Thursday, Jan 16, 2020 (12:02 PM) Mr. Davis emailed, Ms. Jan Posz

I apologize for not providing advance notice that I would be rating proposals with zeroes. *I am afraid that as PCC's Energy Resource Manager this was necessary in order to not imply acceptance or approval of this RFP as written.* I am very disappointed that Pima Community College would not consult the Energy Resource Manager in the drafting of an RFP for the *largest energy related project ever taken on by the organization.* I am absolutely certain that Bill Ward and Mike Posey would have been happy to have me assist in the writing of this RFP. Having participated in numerous performance contracts, I am concerned that this RFP as written may open up PCC for some significant financial and operational difficulties. That being said, once awarded I will do all that I can to make this effort as successful as possible. As I stated in this morning's meeting, I am not anti-Performance Contract. Attached are copies of the documents that I provided at the committee meeting. In these documents you will find a great deal of information that should be kept in mind as you continue your RFP process. (Exhibit 50).

75. On February 18, 2020 Mr. Wilson, Team Lead submitted the form, Request For Qualification Summary Evaluation Team Recommendation P20110015- Comprehensive, Integrated Energy Management. The members of the review team: Greg Wilson, Dean, Applied Technology; Jim Russell, Instructional Faculty, Building & Construction Technology; Jessica Normoyle, Program Manager; David Clark, Superintendent of Operations, Facilities Operations & Construction; Raj Murthy, Assistant Vice Chancellor for Information Technology. (Exhibit 51).

76. Mr. David Davis, Energy Resource Manager, Plant Operations, was a member of the team and either withdrew or was removed from the team and was not replaced.

77. On Friday, March 23, 2020, (11:12 AM) Mr. Knutson emailed Mr. Wilson (note: though email is addressed to Mr. Wilson the salutation is to Mr. Lambert)

Lee, I thought it would be good to share this with you. See message below from our CEO. Also, we have a call with Pat Archambault, Mike Hines, myself and James Palacios and Greg tomorrow morning to discuss.

FYI - Here are some initial thoughts and planning steps we would like to discuss with you/PCC: 1. Taking the appropriate curriculum Trane has for our internal technicians and our customers and then hosting some “PCC On-Line/Simulcast or other On-Line Training courses” that can be started as soon as possible without the “hands on” lab training right away as that could be Phase 2/201 course. 2. We can hopefully use our status as mentioned in the announcement below to begin (almost immediately) to develop critical space on campus for training programs that could be performed at Pima Community College for the next phase of hands on training.

“Due to the critical nature of our business, Trane Technologies is considered an essential service provider by the U.S. Department of Homeland Security and will continue operating our plants, and installing and servicing our products. Our HVAC businesses ensure heating, cooling and air quality vital to the health and safety of homes, hospitals, pharmacies, nursing homes, grocery stores, data centers, military bases, emergency services and other essential operations. Our Thermo King businesses ensure a proper cold chain as perishable foods and medicines are moved around the world. It’s more important than ever that we continue to serve.” 3. I’d love to see what you feel would be a possibility of creating courses and follow up hands on training at PCC (even if we need to repurpose some of your facilities training areas) that would help with the critical medical or training space needs. (Exhibit 52).

78. In the emails received pursuant to a public records request the following file was included, 03-27-20 *Performance Contract notes for committee REDACT*.
79. On Friday, March 27, 2020, (11:08 AM) Ms. Keri Hill emailed Mr. Wilson, “*Do we need additional folks to sign a confidentiality agreement since this is still in the bid stage?*” (Exhibit 53).
80. On Friday, March 27, 2020, (1:59 PM) Mr. Silvyn emailed Mr. Davis, “Allow me to clarify - I’m not looking for information about the process. With Jan’s involvement, I have arranged for outside legal counsel who has experience with energy performance contracts to assist us with negotiating and drafting the contract with the selected vendor. There are personnel at the College, such as you, who have expertise that would be very helpful in crafting the specific provisions of the agreement. This meeting would be using Google hangouts, Zoom or some other remote technology.” (Exhibit 54).
81. On March 27, 2020 (3:21 PM) Mr. Silvyn wrote, “We have now transitioned to the contracting phase. Input will be very helpful for ensuring that we have an agreement that best advances the College’s interests.” (Exhibit 55).
82. On March 27, 2020 (3:38 PM) Mr. Davis emailed Mr. Silvyn and copied Mr. David Clark, Mr. Mike Posey, and Mr. Ward, “My email yesterday focusing [sic] on independent engineering/analysis is essential.” (Exhibit 56).
83. On March 27, 2020 (12:28 PM) Mr. Wilson emailed Mr. Knutson accepting an invitation to meet at Fri Mar 27, 2020 12:30pm – 1:30pm Mountain Standard Time. The list of attendees: Clark Coco, Mr. Chris Torline, Mr. Michael Hines, Mr. Archambault, Mr. May, and Mr. Patrick Lawless. Meeting title: Pima/NC3/Trane Analytics' Certs Follow up Call. Note: Mr. Coco only appears in this email and precisely why Mr. Wilson is in this email chain is unknown as is whether this was an invitation to Mr. Wilson. (Exhibit 57).

84. On March 30, 2020 (8:32 AM) Mr. David Davis emailed Mr. Silvyn “A number of questions shown in the attached doc seem as though they should have been asked/worked out during the drafting of the RFP. The proposals were all over the place because we were not clear about what we were specifically looking for. This was broken out in an earlier email to you, but we should be looking for independent consultation and validation. Describe pre-ECM monitoring and assessment? We then need to engage an engineering company for oversight of the contractor calculations and recommendations. Again, my recommendations regarding estimates of savings on individual ECMs is important. Let me know what I can do to help.” (Exhibit 58).
85. On April 8, 2020 (7:00 PM) Mr. Wilson emailed Mr. Knutson, “Hi Jim, I just reviewed the email to Lee, and it looks good to me. Your direction is aligned with what he mentioned to me during a quick call this afternoon. One other point to consider...does Trane address general safety issues?” (Exhibit 59).
86. On April 16, 2020 (5:55 AM) Mr. Knutson emailed Mr. Lambert, “Would like to visit with you about Joe at some point. You met him briefly last summer in Kenosha at the NC3 Annual Summit. Very interesting past and experience in a variety of roles. Call and I can explain my thought on a role for Joe working for you at Pima CC.” Note: Later in the email chain, Joe is identified as Joe Waneka Director of Facility Services | Pueblo Community College. (Exhibit 60).
87. On April 24, 2020 (9:57) Mr. Knutson emailed Mr. Wilson, “FYI – thought you might want to review this. It sure seems we need to push hard to repurpose on-line programs (and labs) that align with essential services. (as per my previous email). Am very anxious to get under contract and so we can get going and maybe at least have outdoor meetings! J.” (Exhibit 61).
88. On April 30, 2020 (5:35 AM) Mr. Knutson emailed Mr. Lambert, “*My initial feedback is that we have been, are fully positioned, and selected but not under contract* yet with you/PCC and are ready to step up with the full strength and resources of our Trane Technologies teams to come alongside you in this research, design, and implementation [emphasis added]. (Exhibit 62).

Regarding the Senseware analytics company/sensors/products, it may be a good product but they are a young start-up (7 years) with 750 connected buildings and their analytics does not seem to be as robust as ours. We could potentially select them in our design effort as a vendor/partner if their sensors or products might be best value, but does it truly fit into the “hour one, day one and day two” evaluation that needs to be done? My thought is that we have our very versatile analytics platform and contract ready to be signed (David Bea said he was sending early this week but am still waiting to see it) with the Virtual Living Learning Lab so it could fit into our

NC3 certs too that Pat Archambault is ready to roll out. Plus, Trane is over 100 years old think we are about 20,000 connected buildings with our analytics with local design support (GLHN and Trane National resources) local AZ service & support team members, energy impact analysis and there are so many other potential options to consider. We are also a “politically safe” company to work with in this effort too. (Exhibit 62).

89. On May 12, 2020, Jan Posz, Senior Buyer for PCC sent an award letter to Mr. Dean Oakley of Trane “invite[ing] your firm to enter into contract negotiations.” (Exhibit 63).

90. On May 28, 2020, at 1:58 PM, Knutson, James <Jim.Knutson@trane.com> wrote:

Lee, I had a good visit yesterday with Greg and also with David Bea this morning. *Seeing it has been over 6 months since we've been able to openly communicate with you and your team,* we thought it would be good to have an informal executive overview with all the changes in our world and on your campus since then. We also want to Thank everyone and review your goals, vision and update you on Trane Technologies and our progress in developing programs for PCC. We think a 1 hour MS Teams Meeting with you, David D, David B, Greg, Ian, Bill and ?_____ from PCC and we would have Pat Archambault, Mike Hines, Dean Oakley, Rob Wax, Bruce Locke, Brice May, Dean Perry and me from Trane for some time on Thursday June 18th – if possible between 10:30 AM – 3:00 PM Pacific/AZ Time (I will be happy to send another “MS Teams” invite to everyone after you've had a chance to consider this). (Exhibit 64).

91. On June 2, 2020 (9:18 AM) Mr. Knutson emailed Mr. Lambert, (Subject: Canceled: Board Meeting Potential Questions Prep) “I'm working to get final contract terms completed this morning. Is this a possible time instead to meet? Please advise or suggest a better time if this is not good. Thanks, Jim.” (Exhibit 65).

92. June 3, 2020 Board meeting Ms. Garcia asked Mr. Ward about his involvement the energy management RFP evaluation process. He answered, “I was not a part of the selection process, no.” Ms. Garcia followed up the question by asking Mr. Lambert a question about his involvement. Mr. Lambert answered that he had not been involved in this RFP process.

93. June 4, 2020 (10:51 AM) in the emails received pursuant to a public records request the following file was included, (Subject: Jim and Lee Connect) *with a header and no information in the content area was obtained via a request for public records.*

94. June 4, 2020 (2:57 PM) in the emails received pursuant to a public records request the following file was included, (Subject: Jim and Lee Connect) *with a header and no information in the content area was obtained via a request for public records.*

95. On June 12, 2020 (9:15 AM) Ms. Gabriela De Echavarri, “Hi Jim, I hope you are doing well. Chancellor Lambert tells me that moving forward, David Doré is the point of contact For all Trane matters and all meetings should also be coordinated through his office. Please feel free to reach out to David’s assistant, Andrew, which I am copying on this email. Take care, Gaby.” (Exhibit 66).
96. On June 19, 2020 (9:19 AM) Mr. Knutson emailed Andrew Kuchur (subject: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings) a list of attendees from Trane and their emails, “Andrew, That sounds great! Here’s the list of our Trane team members you can add to the invite. Michael Hines, Patrick Archambault, Rob Wax, Dean Oakley, Brice May, Dean Perry, Eric Bauer.” (Exhibit 67).
97. On Friday, June 19, 2020 9:22 AM Mr. Kuchar emailed Mr. Knutson, “It looks like this Monday 4-5pm still works for that first virtual meeting. I can set up as google hangouts if that works for your team. Feel free to send their email addresses. Those invited from Pima include: Lee Lambert, Chancellor (will attend if time allows), David Dore, President and Executive Vice Chancellor; Dolores Duran-Cerda, Provost; Greg Wilson, Dean of Applied Technology; Ian Roark, Vice President of Workforce Development & Strategic Partnerships; David Bea, Executive Vice Chancellor for Finance & Administration; Lamata Mitchell, Assistant Vice Chancellor for Student Learning; Bill Ward, Vice Chancellor, Facilities Operations. (Note, these names were in a list format, changed for space restrictions). (Exhibit 68).
98. On Saturday, June 20, 2020 (12:03 PM) Mr. Ward emailed Mr. Silvyn and copied Mr. Bea

Dave and Jeff, Since this is the first time I've seen this agreement draft, I have a few more questions/thoughts to consider in order to ensure the best interests of the College are met:

- 1) In paragraph 7.2.1 which states that Trane could realize up to 99.9% of any energy cost savings (realized over the life of the equipment or 25 years whichever is less). Does this mean that the College will be okay with only 0.1% of any energy savings realized? Or, will the College have the opportunity to negotiate that percentage later in the process, such as at the Project Development Proposal (PDP) stage? If so what percentage savings will be deemed acceptable? 2) The agreement clearly states that Pima will provide guidance to develop savings estimates. All of the items listed in Exhibit D will require significant effort on the Facilities unit part. The 150 day/5 month expectation is concerning to me given that our unit will already be finalizing the fiscal year end, kicking off the new fiscal year which are historically our busiest period of the year for operations and

construction, in addition to the unique circumstances with our COVID-19 response and reopening efforts that are already stretching the College's resources. Pima definitely needs to be given the flexibility with this requirement in light of our current environmental response alone. Also, there's a chance that we may have to suspend operations again if things get worse. 3) Exhibit D, (5) could be perceived as the College is considering outsourcing some of our non-exempt Facilities' employees, especially in the HVAC/C-Plant Shops. ("Outside labor cost savings, including maintenance contracts"), if so, a Maintenance Contract with Trane will not be cheap and any new equipment/systems to be installed would need to follow the College's 2 year warranty process anyway. I recommend that this Exhibit be more clearly defined to include our role and processes. Pima has a very long history of working with many business partners throughout our community/state related to manufacturer's proprietary systems the College has (Trane, Carrier, Daikin, Honeywell, etc.). 4) There are lots of reasons why the "Energy Baseline" (8.4.2) could be recalculated to determine

- 2) what the cost savings are, but one in particular is worth singling out: (#5) "Changes in facility temperature". This would require that the College strictly adhere to a set point (74* + or - 2) and not respond to any hot/cold calls within the defined temperature set point range. If we continue our current practice of scheduling our systems and adhering to reasonable set-points, the College should still expect to achieve significant savings through more efficient equipment based on their proposal and a significant College investment. In my 30 + years of experience with these types of contracts if not done properly this can be a big money maker for the vendor. I'd like to talk this one through with you Jeff to ensure we get the best deal. 5) Weather changes continuously in Arizona and routinely impacts our utility bills. What would constitute a "significant" change in the weather (8.4.2, #6)? This needs detailed clarification (see 3 above). 6) Need to add a clause indicating that any savings already achieved from the College's 7 megawatt Solar Array are expressly excluded from the sharing of cost savings. This is a must. 7) Strongly recommend independent engineering evaluations be allowed by Pima. Facilities will need to have the proper oversight (audits) to ensure that the calculated confirm savings and recommend measures are verified and savings calculations are correct. We have a fiduciary responsibility to track all energy usage and utility costs. 8) Strongly recommend adding a requirement that cost savings be conveyed on a measure-by-measure basis only (e.g. How much is saved from the new equipment, independent from how much is saved off of a set point and scheduling) rather than in a grouping. 9) Who will be the named College representative in Article 10 - "Designated Representative?" I'm assuming it will be someone that I pick that has the background and knowledge to manage this type of Facilities project. 10) We need to carefully review what is required for Pima to realize savings for the College. Typically, performance contracts have very stringent demands (such as certain paperwork and tight filing deadlines) that may be difficult to satisfy, and would then quickly negate the

realization of any savings for the College. Thanks, and I look forward to discussing this further with you both as the College finalizes things. (Exhibit 69).

99. On June 24, 2020 (7:27 AM) Mr. Knutson emailed Mr. Bea and copied Mr. Paul Grijalva, Mr. Robinson, and Mr. Silvyn, “Yes, 150 is what we were expecting to land on. If you add 5 days to the two major milestones, you could change it to 160 days instead of 150. We will do our best to beat this time frame but the major wildcard to this would be more CV19 shut downs that would be beyond our control.” (Exhibit 70).

100. On June 24, 2020 (8:07 AM) Mr. Bea emailed Mr. Knutson and copied Paul Grijalva, Mr. Terry Robinson, and Mr. Jeffrey Silvyn,

Jim, Attached is the agreement with a couple modifications for your review: 1. I added David Dore's contact info; 2. I changed the milestone review to 15 days; 3. I changed the 8.2.2 to be 150 days. Let me know if this is ok... This is the one that concerns me only as it is the truly critical step to get board approval and board approvals are a slow process. If this is a huge issue for you, I will go back to 120, but 150 would make me more comfortable. I also made a few formatting edits because I couldn't help myself (i.e., double spaces, font changes, etc.). I'm sure I did not catch all of them. If this all looks good, I will have Paul put it into the contract system and route for signatures. –Dave. (Exhibit 71).

101. On Friday July 17, 2020 Leonard Byrd, Senior Project Development Manager, Ameresco, Inc., filed Formal Protest and Request for Consideration RFP P20/10015 Comprehensive, Integrated Energy Management Program. (Exhibit 72).

102. On July 23, 2020 Terry Robinson, Director of Procurement & Payment Services, Chief Procurement Officer denied Ameresco's bid protest. (Exhibit 73).

103. On April 1, 2021 (8:23 AM) Mr. Dore emailed Mr. Knutson and copied: David Bea, Lee Lambert, Tom Davis, chief of Staff; Mr. Ward, Bruce Locke, Trane; Jeffrey Mundell, Trane; Michael Hines, Trane, and Dean Perry, Trane.

Hi Jim, Thanks to you and the team for the Executive Overview and Program Summary of the Investment Grade Audit. The next step will be a thorough and detailed review and vetting by our Vice Chancellor of Facilities and his team to prepare for presenting to our Governing Board at an upcoming study session. Vice Chancellor Bill Ward will be following up directly with you and your team. I look forward to speaking with you today. All the best, David. (Exhibit 74).

104. On April 30, 2021 Martin Lopez, Sr. Key Account Manager at TEP responded, “Since the college is spending so much money potentially (\$15 million) on this contract, *why wouldn't PCC reach out to an independent engineer to conduct a more thorough analysis?* That alone could save the

college a lot money and reveal a more detailed analysis without being locked into a very long contract.” [emphasis added]. (Exhibit 75).

Sorry this took a bit of time to respond back to you. TEP and our contractors took a dive into your 180 energy proposal from Trane. Sorry to say TEP can’t provide a full and thorough assessment since this report *is missing quite a bit of data and information*. Hopefully your team has also identified missing valuable data. There are quite a few areas that TEP can’t figure out or validate some of the savings that are being outlined throughout all the years in this report. (Exhibit 75).

105. On May 3, 2021 Mr. David Davis emailed Mr. Alm, “Do you know anything more about the RFP generation than what I learned independently of you; *that Trane wrote it*. I was told this by Brice May, and I believe you had heard this from another employee at Trane. It sounds like someone here at PCC is saying they pulled it from some off the shelf resource. *This doesn't make sense as the RFP was so specific and so well aligned with what Trane had been trying to sell before the RFP went out*. Do you have anything to add to this [emphasis added].” (Exhibit 76)
106. On May 7, 2021 in his response to Mr. Lambert, Mr. Ward emailed each Board member a copy of the Facilities Review Trane Investment Grade Audit (dated May 2021). (Exhibit 77).
107. On May 7, 2021 (3:03PM) Joyce Jaden, Director, Fiscal and Management Operations emailed Mr. Dore and attached a document entitled *Facilities Review Trane Investment Grade Audit*. Ms. Jayden listed the names of the individuals in the facilities department who assisted in the preparation of the review, “...Mike Posey, David Davis, David Clark, Mike Baker, Ernie Federico, Michael Smith, Donna Baker, Charlie McConnell, and their teams for their support of this Audit and its review.”
108. On May 7, 2021 GLHN (undated) reported, “The terms of this contract are not provided. General Demand/Consumption electricity rates are not separated. Blended rates are being utilized which do not parallel actual costs.” (Exhibit 78).
109. Solon, (Undated) the firm that installed the solar arrays at Desert Vista, Downtown Campus, West Campus, East Campus, Northwest Campus, and at the Maintenance and Security Center stated.

From the information provided in the Audit, it is calculated that this project will produce a savings deficit of approximately \$466,910 annually. This does not include the suspected losses from other items that cannot be verified because of the lack of information

provided by Trane. Stated plainly the college will be short at least \$466,910 on the payment for the project starting in year one. This equates to almost 50% of the savings promised never being realized. Over the lifetime of the proposed project and the cost of financing at 15 years, losses will be over \$16,582,200; Pima county [PCC] will only realize \$9,027,202 dollars of savings. *A deficit of \$7,554,998 [emphasis added].*" (Exhibit 79).

110. At the June 9, 2021 Board meeting, Ms. Garcia read the recommendations of the Trane IGA report into the record.

111. At the June 9, 2021 Board meeting, Mr. Gonzales read entries from this timeline into the record.

EXHIBIT 1

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)

To: gwilson@pima.edu

CC:

Date: 2/19/2019 5:08:19 PM

Subject: Follow Up

Greg,

I just found this as I had sent it when I was on the plane to Nashville on Monday AM and I just found it in my "outbox" that for some reason had not sent. I added a couple items to my explanation.

Best,

Jim

Greg,

I hope you got some family time and at least a bit of R&R this weekend. The reason I didn't send the LTP is that I wanted to share with you some insight I got from our technical team when I returned to the office on Friday after our meeting.

They mentioned that there are some amazing opportunities we can find for you at the West Campus in addition to the Downtown facility. We have our equipment there and it would be great if we could include both campuses. See the Draft LTP below. If you have any insight or feedback – please edit and return before I send to all.

We would want to check to see what electric meters that you have on campus and potentially add CT's (electric flow device) on the main meters or at least a couple where some/most of the HVAC systems are tied into. I'm guessing that the Downtown Campus has multiple meters but we will find that out when we get on site.

The schedule would be:

1. Get the LTP approved
2. We would like PCC's help to collect utility data from the past year or two ASAP. Once we get that data, we can begin our study – brief survey's and information gathering as per the letter. We would analyze solar and battery storage as well as ice storage as David Davis mentioned to Brice May (our Account Manager from the Tucson Office) as a part of our report.
3. We think it would be 60 days or so to get the data (we will be starting air conditioning/cooling season soon) so we can then give you a solid feel for what we can save. So 60 - 90 days for the report to be delivered.

In the meantime, we can start the conversation on Automation Systems, training, etc. that we might include in the report. I understand that the NC3 program cert process takes some planning and work so I need to understand the steps and how we might get that going.

I'm about to land in Nashville for some leadership meetings today and tomorrow.

Thanks again and I'm very excited to get this process going. It will be interesting to see how your internal meetings go with Bill/Lee/David/Ian.

There's a chance I could be back in Phoenix/Tucson later this week but still TBD.

Best,

Jim

DRAFT LTP EMAIL

Greg and Lee,

This email is our letter to proceed for Trane to produce a Preliminary Assessment for PCC at the Downtown Campus and West Campus, and all I need in return is an email from you agreeing to the terms in this email.

As we spoke about last week, Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and West Campus. We will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank.

For us to continue the process we would look for confirmation of the following items:

Agreement that Pima Community College gives permission to Trane to proceed with a Preliminary Energy Assessment at no cost to PCC and permits Trane to evaluate its facilities and utility bills to see if there is a possible self-funding energy project to upgrade their infrastructure. We may add some temporary measurement devices (with your approval) or systems for data collection.

- Mechanical/Electrical/plumbing Drawings of all the buildings if available (or we can come make copies of them).
- Current fire evacuation plans.
- 24 - 36 months of utility bills (electricity, water, gas)
- Agreement to answer to additional information and questions moving forward.
- Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with Trane as a partner should our project meet all desired goals of PCC stakeholders

This is a formal request that we need to proceed, but is not a binding contract. As the Chancellor of PCC, your email reply in agreement to these items is all we need. Once we have this information, we can invest the necessary resources to continue our preliminary development for PCC. We expect a 60 to 90 day period for us to collect, evaluate and put together our report after we receive the utility data. Please let me know of any questions or concerns at any time.

Thank you again for the opportunity to work together and build upon a partnership between our organizations!

Very Truly Yours,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



EXHIBIT 2

From: "Knutson, James" <Jim.Knutson@trane.com>
To: llambert@pima.edu
gwilson@pima.edu
CC: PArchambault@trane.com
Rob.Wax@trane.com
michael.mcalice@nc3.net
dan.ramirez@nc3.net
Date: 2/19/2019 5:14:05 PM
Subject: Request for Letter To Proceed

Lee and Greg,

This email is our request for a Letter To Proceed (LTP) for Trane to produce a Preliminary Assessment for PCC at the Downtown Campus and West Campus, and all I need in return is an email from you agreeing to the terms in this email. As we spoke about last week, Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and we would like to add the West Campus as well. After our meeting, our technical team mentioned we have Trane systems on the West Campus and we have some great additional savings options to evaluate for you.

Thus, we will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank.

For us to continue the process we would look for confirmation of the following items:

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- Mechanical/Electrical/plumbing Drawings of the buildings if available (or we can come make copies of them).
- Current fire evacuation plans.
- We would look at Ice Storage, Battery Storage and other Renewable Energy options
- 24 - 36 months of utility bills (electricity, water, gas)
- Agreement to answers to additional information and questions moving forward.
- Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with Trane as a partner should our project meet all desired goals of PCC stakeholders

This is a formal request that we need to proceed, but is not a binding contract. As the Chancellor of PCC, your email reply in agreement to these items is all we need. Once we have this information, we can invest the necessary resources to continue our preliminary development for PCC. We expect a 60 to 90 day period for us to collect, evaluate and put together our report after we receive the utility data. Please let me know of any questions or concerns at any time.

Thank you again for the opportunity to work together and build upon a partnership between our organizations!

Very Truly Yours,

Jim

Jim Knutson
Director, Integrated Solutions
Trane Ingersoll Rand
445 Bryant St., Unit 5
Denver, CO 80204
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com



EXHIBIT 3

From: "Knutson, James" <Jim.Knutson@trane.com>

To: llambert@pima.edu

CC: PArchambault@trane.com

wward@pima.edu

dan.ramirez@nc3.net

ddore@pima.edu

michael.mcalice@nc3.net

Rob.Wax@trane.com

gwilson@pima.edu

Date: 2/19/2019 10:34:24 PM

Subject: Re: Request for Letter To Proceed

Lee,
Thanks so much. Looking forward to it!
Jim

Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Lambert, Lee <llambert@pima.edu>

Sent: Tuesday, February 19, 2019 9:05:14 PM

To: Knutson, James

Cc: Archambault, Patrick; Bill Ward; Dan Ramirez; Dore, David; Michael McAlice; Wax, Rob; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Hi Jim, thanks for sending this request. As discussed, Pima would like to proceed. I am copying Vice Chancellor Bill Ward on this

reply. He will work with you and your team to receive the requested information. Please let me know if there is anything else you need me to do at this time. Best, Lee

On Tue, Feb 19, 2019 at 5:14 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee and Greg,

This email is our request for a Letter To Proceed (LTP) for Trane to produce a Preliminary Assessment for PCC at the Downtown Campus and West Campus, and all I need in return is an email from you agreeing to the terms in this email.

As we spoke about last week, Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and we would like to add the West Campus as well. After our meeting, our technical team mentioned we have Trane systems on the West Campus and we have some great additional savings options to evaluate for you.

Thus, we will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank.

For us to continue the process we would look for confirmation of the following items:

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- Current fire evacuation plans.
- We would look at Ice Storage, Battery Storage and other Renewable Energy options
- 24 - 36 months of utility bills (electricity, water, gas)
- Agreement to answers to additional information and questions moving forward.
- Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or

working with Trane as a partner should our project meet all desired goals of PCC stakeholders

This is a formal request that we need to proceed, but is not a binding contract. As the Chancellor of PCC, your email reply in agreement to these items is all we need. Once we have this information, we can invest the necessary resources to continue our preliminary development for PCC. We expect a 60 to 90 day period for us to collect, evaluate and put together our report after we receive the utility data. Please let me know of any questions or concerns at any time.

Thank you again for the opportunity to work together and build upon a partnership between our organizations!

Very Truly Yours,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



TRANE

"BUILDING CUSTOMERS FOR LIFE"

EXHIBIT 4

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: wward@pima.edu
gwilson@pima.edu
CC: Rob.Wax@trane.com
Brice.May@irco.com
eleon@pima.edu
mposey@pima.edu
ddavis57@pima.edu
djclark3@pima.edu
efederico@pima.edu
Date: 2/22/2019 10:09:21 AM
Subject: RE: Request for Letter To Proceed

Bill,

Thank you and we look forward to working with you on the feasibility analysis and bringing you up to speed on some of the exciting ideas and program possibilities with PCC and Trane/NC3's programs.

Regarding the schedule, I just found out this morning my wife's shoulder surgery got moved to Thursday Feb 28th so if at all possible, let's look at these days/time windows instead:

11:30 AM – 5PM on Feb 26th

11:30 AM – 2:30 PM on Feb 27th

11:30 AM – 2:30 PM on Mar 4th

11:30 AM – 4 PM on March 8th

Thanks again and I hope one of these dates works for you, and the PCC team.

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Ward, Bill <wward@pima.edu>
Sent: Friday, February 22, 2019 8:28 AM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu; May, Brice <Brice.May@irco.com>; Esther Federico <eleon@pima.edu>; Mike Posey <mposey@pima.edu>; David Davis <ddavis57@pima.edu>; David Clark <djclark3@pima.edu>; Ernie Federico <efederico@pima.edu>
Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Jim, I think we could find some time on the days that you have proposed, so we'll work on getting something scheduled. Also, I would like to talk this proposal through a little more before we get going on anything.

Thanks,

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
(520) 206-2736 fax.

On Wed, Feb 20, 2019 at 11:31 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Bill,

It was great to see you at the NC3 Signing Day event last week and we are very much looking forward to working with you to develop some ways to help Pima save money and repurpose it into system improvements and also programs for students. We would like to schedule a Feasibility Study kickoff with you and a few of your team if your schedule permits. Would the 28th of Feb or 1st of March work for you? I'm working in a trip back to AZ next week and there's a few balls still in the air with my schedule.

Brice May our Account Manager for PCC has been communicating and getting some utility data already with David Davis. Is it OK to have Brice work directly with David to request some of the additional items we would need as per the LTP document below?

Let me know if those dates would work for a meeting and if not please suggest a couple more.

Best,
Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James

Sent: Tuesday, February 19, 2019 10:34 PM

To: Lambert, Lee <llambert@pima.edu>

Cc: Archambault, Patrick <PArchambault@trane.com>; Bill Ward <wward@pima.edu>; Dan Ramirez <dan.ramirez@nc3.net>; Dore, David <ddore@pima.edu>; Michael McAlice <michael.mcalice@nc3.net>; Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

Lee,
Thanks so much. Looking forward to it!
Jim

Jim Knutson, Director of Integrated Solutions

Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Lambert, Lee <llambert@pima.edu>

Sent: Tuesday, February 19, 2019 9:05:14 PM

To: Knutson, James

Cc: Archambault, Patrick; Bill Ward; Dan Ramirez; Dore, David; Michael McAlice; Wax, Rob; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Hi Jim, thanks for sending this request. As discussed, Pima would like to proceed. I am copying Vice Chancellor Bill Ward on this reply. He will work with you and your team to receive the requested information. Please let me know if there is anything else you need me to do at this time. Best,
Lee

On Tue, Feb 19, 2019 at 5:14 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee and Greg,

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As we spoke about last week, Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and we would like to add the West Campus as well. After our meeting, our technical team mentioned we have Trane systems on the West Campus and we have some great additional savings options to evaluate for you.

Thus, we will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank.

For us to continue the process we would look for confirmation of the following items:

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Thank you again for the opportunity to work together and build upon a partnership between our organizations!

Very Truly Yours,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



TRANE

“BUILDING CUSTOMERS FOR LIFE”

EXHIBIT 5

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)

To: gwilson@pima.edu

CC:

Date: 2/22/2019 10:16:06 AM

Subject: RE: Request for Letter To Proceed

Greg,

I'm excited to get this scheduled. – See Below . From our conversation last Thursday afternoon, I think it would be very important to have you attend this initial meeting to help with the vision and goal setting regarding our Intelligent Services, NC3 Lab/ Living Lab and using savings to fund program integration pieces. Otherwise, I'm concerned that Bill will want to be in control and limit the amount of ideas/opportunities that we can investigate and report on to help you. I think you understand my concern... J

Can you let me know what dates work for you as per my follow up below so I don't pick one that you can't attend?

Best,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James

Sent: Friday, February 22, 2019 10:09 AM

To: 'Ward, Bill' <wward@pima.edu>; gwilson@pima.edu

Cc: Wax, Rob <Rob.Wax@trane.com>; May, Brice <Brice.May@irco.com>; Esther Federico <eleon@pima.edu>; Mike Posey <mposey@pima.edu>; David Davis <ddavis57@pima.edu>; David Clark <djclark3@pima.edu>; Ernie Federico <efederico@pima.edu>

Subject: RE: Request for Letter To Proceed

Bill,

Thank you and we look forward to working with you on the feasibility analysis and bringing you up to speed on some of the exciting ideas and program possibilities with PCC and Trane/NC3's programs.

Regarding the schedule, I just found out this morning my wife's shoulder surgery got moved to Thursday Feb 28th so if at all possible, let's look at these days/time windows instead:

11:30 AM – 5PM on Feb 26th
11:30 AM – 2:30 PM on Feb 27th
11:30 AM – 2:30 PM on Mar 4th
11:30 AM – 4 PM on March 8th

Thanks again and I hope one of these dates works for you, and the PCC team.
Jim

Jim Knutson

Director, Integrated Solutions
Trane Ingersoll Rand
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com

From: Ward, Bill <wward@pima.edu>
Sent: Friday, February 22, 2019 8:28 AM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu; May, Brice <Brice.May@irco.com>; Esther Federico <eleon@pima.edu>; Mike Posey <mposey@pima.edu>; David Davis <ddavis57@pima.edu>; David Clark <djclark3@pima.edu>; Ernie Federico <efederico@pima.edu>
Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Jim, I think we could find some time on the days that you have proposed, so we'll work on getting something scheduled. Also, I would like to talk this proposal through a little more before we get going on anything.

Thanks,

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.

(520) 206-2736 fax.

On Wed, Feb 20, 2019 at 11:31 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Bill,

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Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James

Sent: Tuesday, February 19, 2019 10:34 PM

To: Lambert, Lee <llambert@pima.edu>

Cc: Archambault, Patrick <PArchambault@trane.com>; Bill Ward <wward@pima.edu>; Dan Ramirez <dan.ramirez@nc3.net>; Dore, David <ddore@pima.edu>; Michael McAlice <michael.mcalice@nc3.net>; Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

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Jim Knutson, Director of Integrated Solutions

Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Lambert, Lee <llambert@pima.edu>

Sent: Tuesday, February 19, 2019 9:05:14 PM

To: Knutson, James

Cc: Archambault, Patrick; Bill Ward; Dan Ramirez; Dore, David; Michael McAlice; Wax, Rob; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

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- Current fire evacuation plans.
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Thank you again for the opportunity to work together and build upon a partnership between our organizations!

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Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



TRANE

“BUILDING CUSTOMERS FOR LIFE”

EXHIBIT 6

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: gwilson@pima.edu
CC:
Date: 2/27/2019 2:53:47 AM
Subject: RE: Request for Letter To Proceed

Greg,

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Do you have time to talk today (Wed) or Thursday for a few?

Best,

Jim

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Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James
Sent: Friday, February 22, 2019 10:16 AM
To: 'gwilson@pima.edu' <gwilson@pima.edu>
Subject: RE: Request for Letter To Proceed

Greg,

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Can you let me know what dates work for you as per my follow up below so I don't pick one that you can't attend?

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Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James
Sent: Friday, February 22, 2019 10:09 AM
To: 'Ward, Bill' <wward@pima.edu>; gwilson@pima.edu
Cc: Wax, Rob <Rob.Wax@trane.com>; May, Brice <Brice.May@irco.com>; Esther Federico <eleon@pima.edu>; Mike Posey <mposey@pima.edu>; David Davis <ddavis57@pima.edu>; David Clark <djclark3@pima.edu>; Ernie Federico <efederico@pima.edu>
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11:30 AM – 5PM on Feb 26th

11:30 AM – 2:30 PM on Feb 27th

11:30 AM – 2:30 PM on Mar 4th

11:30 AM – 4 PM on March 8th

Thanks again and I hope one of these dates works for you, and the PCC team.

Jim

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William R. Ward II
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[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



“BUILDING CUSTOMERS FOR LIFE”

EXHIBIT 7A

From: "Knutson, James" <Jim.Knutson@trane.com>
To: gwilson@pima.edu
CC:
Date: 2/27/2019 2:53:47 AM
Subject: RE: Request for Letter To Proceed

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Trane Ingersoll Rand

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[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



“BUILDING CUSTOMERS FOR LIFE”

EXHIBIT 7B

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: gwilson@pima.edu
CC:
Date: 2/28/2019 7:34:05 AM
Subject: Re: FW: Request for Letter To Proceed

Awesome
thanks again.

Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Wilson, Gregory <gwilson@pima.edu>
Sent: Thursday, February 28, 2019 7:25:30 AM
To: Knutson, James
Subject: Re: FW: Request for Letter To Proceed

Alert: This is an external email.

Thanks, Jim. I think you've hit a lot of the issues directly, but we can change that. The 3:30pm time on the 13th works for me. I am looking forward to it.

Greg
Greg Wilson
Dean of Applied Technology
Pima Community College
1255 N. Stone Avenue
Tucson, AZ 85709-3125
520-206-7134 office
520-904-0843 mobile

gwilson@pima.edu

On Thu, Feb 28, 2019 at 7:14 AM Knutson, James <Jim.Knutson@trane.com> wrote:

See other email. I forgot to attach some visual aids.

Thanks again for your insight and support.

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Wilson, Gregory <gwilson@pima.edu>

Sent: Thursday, February 28, 2019 6:18 AM

To: Knutson, James <Jim.Knutson@trane.com>

Subject: Re: FW: Request for Letter To Proceed

Alert: This is an external email.

Good morning, Jim.

I just rescheduled a tour with a student group for that exact time. I could do 12-5pm on the 12th.

Greg Wilson

Dean of Applied Technology

Pima Community College

1255 N. Stone Avenue

Tucson, AZ 85709-3125

520-206-7134 office

520-904-0843 mobile

gwilson@pima.edu

On Thu, Feb 28, 2019 at 6:11 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Greg,

Does this time work for you for the meeting with Bill and his team? Before I get final confirmation, I wanted to check.

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James
Sent: Wednesday, February 27, 2019 5:21 PM
To: Federico, Esther <eleon@pima.edu>
Subject: Re: Request for Letter To Proceed

Yes, Let's plan on 10:30 AM on the 12th if that works. Thanks! will you be sending a calendar invite?

Jim

Jim Knutson, Director of Integrated Solutions

Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Federico, Esther <eleon@pima.edu>
Sent: Wednesday, February 27, 2019 4:51:16 PM
To: Knutson, James
Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Would 10:30 a.m. on the 12th work for you?

Esther Leon Federico
Support Coordinator – Facilities

Pima Community College

6680 S. Country Club Road
Tucson, AZ 85709-1800

Phone: (520) 206-2610
Fax: (520) 206-2736
eleon@pima.edu

On Wed, Feb 27, 2019 at 4:03 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Esther,

Yes, thats the window for now. Best would be on the 12th or AM of 13th but we will accommodate your schedule any of those days.

Thanks for your help!

Jim

Jim Knutson, Director of Integrated Solutions

Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Federico, Esther <eleon@pima.edu>
Sent: Wednesday, February 27, 2019 3:52:12 PM
To: Knutson, James
Cc: Ward, Bill
Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Hi Jim,

To clarify do you mean any time between these dates?

11:30 AM March 12th – 2:30 PM March 14th

Esther Leon Federico
Support Coordinator – Facilities

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On Wed, Feb 27, 2019 at 1:57 PM Ward, Bill <wward@pima.edu> wrote:

Thanks Jim, we should have something scheduled soon.

-Bill

William R. Ward II

Vice Chancellor, Facilities & College Police

6680 South Country Club Road

Tucson, AZ 85709-1800

wward@pima.edu

(520) 206-2610 tel.

(520) 206-2736 fax.

On Wed, Feb 27, 2019 at 3:12 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Bill & Greg,

I'm hoping we can get some time on your calendar in the next couple weeks. I've added another March 12-14th date option that would work for us.

As per your suggestion, it may be best to first meet with you and Greg Wilson prior to the larger team meeting as there's some integration with the feasibility study and the NC3 programs that we want to discuss and share.

Best,

Jim

11:30 AM – 4 PM on March 8th

11:30 AM March 12th – 2:30 PM March 14th

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James

Sent: Friday, February 22, 2019 10:09 AM

To: 'Ward, Bill' <wward@pima.edu>; gwilson@pima.edu

Cc: Wax, Rob <Rob.Wax@trane.com>; May, Brice <Brice.May@irco.com>; Esther Federico <eleon@pima.edu>; Mike Posey <mposey@pima.edu>; David Davis <ddavis57@pima.edu>; David Clark <djclark3@pima.edu>; Ernie Federico <efederico@pima.edu>

Subject: RE: Request for Letter To Proceed

Bill,

Thank you and we look forward to working with you on the feasibility analysis and bringing you up to speed on some of the exciting ideas and program possibilities with PCC and Trane/NC3's programs.

Regarding the schedule, I just found out this morning my wife's shoulder surgery got moved to Thursday Feb 28th so if at all possible, let's look at these days/time windows instead:

~~11:30 AM – 5PM on Feb 26th~~

~~11:30 AM – 2:30 PM on Feb 27th~~

~~11:30 AM – 2:30 PM on Mar 4th~~

11:30 AM – 4 PM on March 8th

11:30 AM March 12th – 2:30 PM March 14th

Thanks again and I hope one of these dates works for you, and the PCC team.

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Ward, Bill <wward@pima.edu>

Sent: Friday, February 22, 2019 8:28 AM

To: Knutson, James <Jim.Knutson@trane.com>

Cc: Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu; May, Brice <Brice.May@irco.com>; Esther Federico <eleon@pima.edu>; Mike Posey <mposey@pima.edu>; David Davis <ddavis57@pima.edu>; David Clark <djclark3@pima.edu>; Ernie Federico <efederico@pima.edu>

Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Jim, I think we could find some time on the days that you have proposed, so we'll work on getting something scheduled. Also, I would like to talk this proposal through a little more before we get going on anything.

Thanks,

-Bill

William R. Ward II

Vice Chancellor, Facilities & College Police

6680 South Country Club Road

Tucson, AZ 85709-1800

wward@pima.edu

(520) 206-2610 tel.

(520) 206-2736 fax.

On Wed, Feb 20, 2019 at 11:31 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Bill,

It was great to see you at the NC3 Signing Day event last week and we are very much looking forward to working with you to develop some ways to help Pima save money and repurpose it into system improvements and also programs for students. We would like to schedule a Feasibility Study kickoff with you and a few of your team if your schedule permits. Would the 28th of Feb or 1st of March work for you? I'm working in a trip back to AZ next week and there's a few balls still in the air with my schedule.

Brice May our Account Manager for PCC has been communicating and getting some utility data already with David Davis. Is it OK to have Brice work directly with David to request some of the additional items we would need as per the LTP document below?

Let me know if those dates would work for a meeting and if not please suggest a couple more.

Best,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James

Sent: Tuesday, February 19, 2019 10:34 PM

To: Lambert, Lee <llambert@pima.edu>

Cc: Archambault, Patrick <PArchambault@trane.com>; Bill Ward <wward@pima.edu>; Dan Ramirez <dan.ramirez@nc3.net>; Dore, David <ddore@pima.edu>; Michael McAlice <michael.mcalice@nc3.net>; Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

Lee,

Thanks so much. Looking forward to it!

Jim

Jim Knutson, Director of Integrated Solutions

Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Lambert, Lee <llambert@pima.edu>

Sent: Tuesday, February 19, 2019 9:05:14 PM

To: Knutson, James

Cc: Archambault, Patrick; Bill Ward; Dan Ramirez; Dore, David; Michael McAlice; Wax, Rob; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Hi Jim, thanks for sending this request. As discussed, Pima would like to proceed. I am copying Vice Chancellor Bill Ward on this reply. He will work with you and your team to receive the requested information. Please let me know if there is anything else you need me to do at this time. Best, Lee

On Tue, Feb 19, 2019 at 5:14 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee and Greg,

This email is our request for a Letter To Proceed (LTP) for Trane to produce a Preliminary Assessment for PCC at the Downtown Campus and West Campus, and all I need in return is an email from you agreeing to the terms in this email.

As we spoke about last week, Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and we would like to add the West Campus as well. After our meeting, our technical team mentioned we have Trane systems on the West Campus and we have some great additional savings options to evaluate for you.

Thus, we will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank.

For us to continue the process we would look for confirmation of the following items:

Agreement that Pima Community College gives permission to Trane to proceed with a Preliminary Energy Assessment at no cost to PCC and permits Trane to evaluate its facilities and utility bills to see if there is a possible self-funding energy project to upgrade their infrastructure. We may add some temporary measurement devices (with your approval) or systems for data collection.

- Mechanical/Electrical/plumbing Drawings of the buildings if available (or we can come make copies of them).
- Current fire evacuation plans.
- We would look at Ice Storage, Battery Storage and other Renewable Energy options
- 24 - 36 months of utility bills (electricity, water, gas)
- Agreement to answers to additional information and questions moving forward.
- Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with Trane as a partner should our project meet all desired goals of PCC stakeholders

This is a formal request that we need to proceed, but is not a binding contract. As the Chancellor of PCC, your email reply in agreement to these items is all we need. Once we have this information, we can invest the necessary resources to continue our preliminary development for PCC. We expect a 60 to 90 day period for us to collect, evaluate and put together our report after we receive the utility data. Please let me know of any questions or concerns at any time.

Thank you again for the opportunity to work together and build upon a partnership between our organizations!

Very Truly Yours,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



TRANE

"BUILDING CUSTOMERS FOR LIFE"

EXHIBIT 8

From: "Knutson, James" <Jim.Knutson@trane.com>

To: gwilson@pima.edu

CC:

Date: 2/28/2019 7:11:43 AM

Subject: My Hunch

Greg,

I would like to visit with you about Bill but here's my best guess as we discussed a bit when we were together a couple weeks ago.

I've been doing this a long time but I don't recall ever really documenting the situation but here is a quick 25 min shot at it. This is not meant to be a personal attack in any way but something we see that needs to change. See slide on what it will cost an organization if it continues. It's all about drawing a line in the sand and a paradigm shift that is hard to make. I do think there is an insecurity that is hidden by the three things I see in many people: 1. They want to be right, 2. They want to be in control, 3. They want to look good (especially to a boss).

Considerations – may not be true and I'm off base... If so, that is awesome.

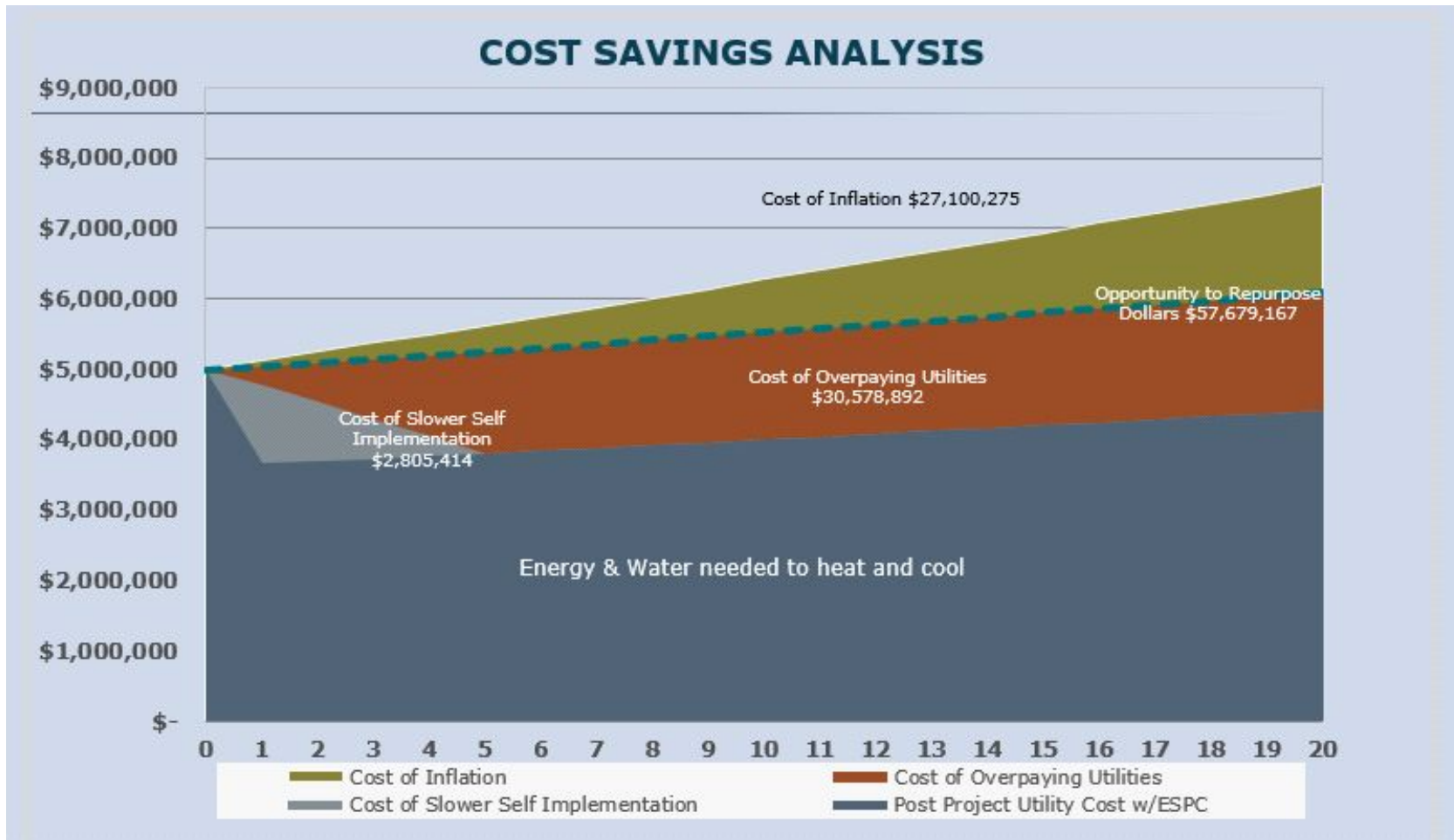
- Bill has been in charge of facilities for a long time. He has had to "make do" with little money and resources.
- He has had to ask for money for big and small things – so in order to look good, he has had to get "deals" or low first cost in any way possible.
- Likely praised for this "saving/frugal way of being" and getting ideas from vendors and doing a "self implementation" practice.
- Life cycle cost nor energy efficiency are issues that are important because that can be hidden or put off to another day. Not a compelling event consideration.
- This leads to a lot of equipment that is old and "run's to failure".
- This then leads to "chasing fires" or emergency replacements instead of preventive maintenance.
- This causes short term fixes (again to look good) by being seen as thrifty.
- This then reinforces this mentality and way of being.
- Good data on what this actually costs PCC is hidden by "traditional utility bills" and data that is hard to track.
- Utilities are seen as a "fixed cost" and only the "easy" low hanging fruit energy projects are done... reinforces the above.
- No one counts the real cost of this way of doing things.
- No way to integrate your educational programs. Seen as a cost.
- New technology seen as a threat to his job – not familiar with those systems

UNTIL NOW – and Trane comes along with a new program that is seen as a MAJOR THREAT to looking good, being right, and in control.

New way -----VS-----Traditional Thought Process

- Major replacements done out of the quick payback – low hanging fruit.
- Major savings achieved and repurposed – not thought possible or too good to be true
- Self funding – no out of pocket first cost – see's cost of a Trane – must be low bid when that isn't the major factor. High quality – low life cycle cost and efficiency is most valuable.
- Lot's of data to help make good decisions – very scary to the old way of thinking and being
- Lot's of automated ways to run the buildings - seen as unnecessary
- Lot's of good ways to manage the data - thinks it's too expensive
- Lot's of integration with Education Programs – seen as a threat to his decisions and control
- Lot's of technology – fearful and in the end, his hidden energy issues might be uncovered.
- Does not really want a partner (Trane to be involved) as then he's not then in control and looking good.

So what's the good news in all of this? LOTS of opportunity for us to get the feasibility and see what we can do to repurpose those funds and integrate students and programs! This is an example of another project so less savings at PCC but a good illustration.



This may seem very mean spirited but that is not the case. just my hunch from past projects where this has happened and prevented a great opportunity...

Look forward to a visit and strategy to put this partnership on steroids!

The 13th at 3:30 is good for me/us!

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



EXHIBIT 9

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: gwilson@pima.edu
CC:
Date: 3/14/2019 10:21:56 AM
Subject: Jim's Email

Greg,

I sent a couple emails from my personal email [REDACTED]
Just a head's up in case they got filtered.

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



EXHIBIT 10

From: "Knutson, James" <Jim.Knutson@trane.com>
To: gwilson@pima.edu
CC:
Date: 4/10/2019 6:09:47 AM
Subject: FW: Arizona CS Projects Call
Attachments: Controls Spec.pdf
Pima IS Symposium Ideas - V1.pdf

Greg, (I apologize in advance for the long email)

I hope you hang onto that Virginia National Championship feeling for a long long time! What fun watching your team... I think it's a great example of when we have issues in our lives, (like losing by 20 to a 16 seed last year) and then what perseverance and determination (grounded in a strong foundation based on faith) can do!

Also, I think I actually owe you the \$40 I won in our family bracket pool because I wouldn't have picked the Cavaliers to win it if we had not met/talked. J I needed the "OT" added score to increase the point total or I wouldn't have won the 4th place tiebreaker.

Here's an update regarding the Trane Partnership Status Update. As you are the internal "Land Mine Sweeper" for our partnership, I will appreciate some sweeping on your part:

1. Please see string below: David Davis told Brice he has to ask Bill for permission to get us the requested data below.
2. Plus, see the highlighted items in yellow below.
3. I have not addressed any of this with Bill Ward nor copied him on this.
4. With your insight and edits, I will draft an email string with the letter signed by Lee, notes from our initial meeting with Bill, you, Mike, DD and our team.
 - a. I will also include some highlights of the meeting and Demo, etc. we had in our Denver Trane Office with Bill Ward and Michael Smith.

Greg, I think my intuition on some push back is starting to come through... i.e. Regarding wanting to be in control, look good and be right. There's some building system technical insight for you in this summary:

1. Bill told me there's no need to copy you or David or Lee on the correspondence. (i.e. wants to be in control)
2. Time will tell if he allows us to change his dated "Controls Spec" (see attached) based on the Education Partnership/Energy Lab/Living Lab discussions but we shall see.
 - a. I hope they don't try to come back with "the spec is the law" excuse.
 - i. I've seen this used many times before – where an old spec or a rule than "overrules common sense" and/or doing the right thing or changing.

3. Without asking them, Davis Davis and Mike Posey told Brice that “PCC would be **unwilling** to entertain using a Trane Front End”
 - a. See the system overview **attached** that is needed in order to have the Energy Lab/Living Lab and the existing buildings integrate with the new buildings.
 - b. Trane’s IS “front end” or Ensemble overlay is an overlay that integrates all the various older and virtually un-used technology in place today and the new systems into one “seamless” system.
 - c. The “three for one option” we are proposing with us would include the Ensemble system that would provide students with all the analytics, control systems, energy optics, building performance and integrate all campus buildings for the living lab for building operators and students AND integrate the same system for the new buildings too.
 - d. Siemen’s offered a “Free” new Front End as part of their free East Campus Assessment they are doing. However as you can imagine, this would be a very costly “Free” option.

In addition:

1. I’d like to offer you and PCC an “On Site Symposium” by Trane to cast the vision of the Living/Learning Lab concept we have been discussing to:
 - a. invite you, David (Ian and Lee too?) Bill/his team, your HVAC professor, the new building engineering team (KC Mechanical) and DLR to attend.
 - b. Goal: to educate them on the Educational and Operational Integration of mechanical, electrical, controls, lighting, into the energy/living/learning lab concept.
2. See the two links to the YouTube video’s and the slides below:
I can only imagine the power of these tools and technology in the hands of both the students AND building operators working on this together!
3. Trane Intelligent Services – Uncover the Opportunities <https://www.youtube.com/watch?v=pjp1WsYlxlC&feature=youtu.be>

And at summary or at the end of the Symposium, we can use this video:

1. Trane Connected Buildings - Go Beyond video
2. https://www.youtube.com/watch?v=u7ghqbcQm_4&feature=youtu.be

Your Thoughts? See below and feel free to reply or call me.

Best,
Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: May, Brice <Brice.May@irco.com>
Sent: Tuesday, April 9, 2019 10:50 AM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: RE: Arizona CS Projects Call

Jim,

See below for a summary of the meeting on 4-2-19 with David Davis/Mike Posey, and the information requested to date.

Information requested to date by Trane (was included in the Letter to Proceed by Lee Lambert):

Mechanical/Electrical/plumbing Drawings of the buildings if available (or we can come make copies of them)

Current fire evacuation plans

We would look at Ice Storage, Battery Storage and other Renewable Energy options

Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with Trane as a partner should our project meet all desired goals of PCC stakeholders

Water Bills--1 month will suffice; however, 12 months will enable us to conduct a full water balance.

- o If you don't have access to water bills at this juncture, please identify the water/ sewer utility and schedule they fall under.

Occupancy—Attending students, staff counts, and visitors counts will provide accurate usage data.

- o If attendance and staff data are not available, please provide what you have.

Copy of the Smith Group 10 year plan

Copy of the GLHN consultation report

Signed Letter of Authorization for Trane to request/collect energy/gas usage data on your behalf (attached)

Agreement to answers to additional information and questions moving forward

Highlights from the meeting on April 2nd: [These were comments from David Davis and Mike Posey – Bill Ward was not in the meeting with Brice.](#)

David required to ask for permission to request the info listed above – at this point, I have received gas bills for East Campus and West Campus (he mentioned that this would take some time to gather)

Siemens currently performing a Preliminary Energy Assessment on East Campus

Current front end campus wide – Allerton (Compass Essentials)

Unwilling to entertain the possibility of using a Trane front end

Provided PCC's official Controls Spec (attached)

Currently a mix of Allerton/Delta/Inet controls across all campuses

West Campus – no schedule used, no economizing/temp resets or ECM's in general
West Campus – Automation infrastructure issues; frequent comm loss issues that knock out entire system

Talk soon,

Brice May

Account Manager
Trane Commercial Systems
4520 S. Coach Dr
Tucson, AZ 85714

Mobile: (480) 773-5905

Email: brice.may@irco.com



EXHIBIT 11

From: "Knutson, James" <Jim.Knutson@trane.com>

To: llambert@pima.edu

gwilson@pima.edu

wward@pima.edu

ddore@pima.edu

CC: PArchambault@trane.com

dan.ramirez@nc3.net

michael.mcalice@nc3.net

Rob.Wax@trane.com

Brice.May@irco.com

Dan.Beyer@irco.com

BLocke@trane.com

Dean.Oakley@trane.com

Date: 4/23/2019 8:53:32 PM

Subject: RE: Request for Letter To Proceed

Lee, Bill, Greg and David,

Just a quick status update that we have been meeting and working with Bill Ward and David Davis to gather the energy and facility data over the past two months and are ready to schedule our site visit with Bill and his team with our engineers and program developers.

We truly appreciate the help and support of Bill and his team and we will work to get the results of our Preliminary Assessment back for your review within 60 days.

Best,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Lambert, Lee <llambert@pima.edu>

Sent: Tuesday, February 19, 2019 9:05 PM

To: Knutson, James <Jim.Knutson@trane.com>

Cc: Archambault, Patrick <PArchambault@trane.com>; Bill Ward <wward@pima.edu>; Dan Ramirez <dan.ramirez@nc3.net>; Dore, David <ddore@pima.edu>; Michael McAlice <michael.mcalice@nc3.net>; Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

Hi Jim, thanks for sending this request. As discussed, Pima would like to proceed. I am copying Vice Chancellor Bill Ward on this reply. He will work with you and your team to receive the requested information. Please let me know if there is anything else you need me to do at this time. Best, Lee

On Tue, Feb 19, 2019 at 5:14 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee and Greg,

This email is our request for a Letter To Proceed (LTP) for Trane to produce a Preliminary Assessment for PCC at the Downtown Campus and West Campus, and all I need in return is an email from you agreeing to the terms in this email.

As we spoke about last week, Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and we would like to add the West Campus as well. After our meeting, our technical team mentioned we have Trane systems on the West Campus and we have some great additional savings options to evaluate for you.

Thus, we will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank.

For us to continue the process we would look for confirmation of the following items:

Agreement that Pima Community College gives permission to Trane to proceed with a Preliminary Energy Assessment at no cost to PCC and permits Trane to evaluate its facilities and utility bills to see if there is a possible self-funding energy project to upgrade their infrastructure. We may add some temporary measurement devices (with your approval) or systems for data collection.

- Mechanical/Electrical/plumbing Drawings of the buildings if available (or we can come make copies of them).
- Current fire evacuation plans.
- We would look at Ice Storage, Battery Storage and other Renewable Energy options
- 24 - 36 months of utility bills (electricity, water, gas)
- Agreement to answers to additional information and questions moving forward.
- Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with Trane as a partner should our project meet all desired goals of PCC stakeholders

This is a formal request that we need to proceed, but is not a binding contract. As the Chancellor of PCC, your email reply in agreement to these items is all we need. Once we have this information, we can invest the necessary resources to continue our preliminary development for PCC. We expect a 60 to 90 day period for us to collect, evaluate and put together our report after we receive the utility data. Please let me know of any

questions or concerns at any time.

Thank you again for the opportunity to work together and build upon a partnership between our organizations!

Very Truly Yours,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



TRANE

“BUILDING CUSTOMERS FOR LIFE”

EXHIBIT 12

From: "Lambert, Lee" <llambert@pima.edu>

To: Jim.Knutson@trane.com

CC:

Date: 4/28/2019 6:14:13 PM

Subject: Re: Thank You and Presentation

Hi Jim, it was good to see you last week. I enjoyed my visit and getting to know you. The work you and your Trane colleagues are doing is impressive. I love the values Trane stands for. I look forward to our work together. Best, Lee

On Fri, Apr 26, 2019 at 3:51 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee,

Just a quick thanks for the good visit and chance to get to know you at the NC3 Board Meeting. I hope the presentations, tours and chance for you to get to know about us/Trane was helpful. I'm so much looking forward to helping you and your PCC team with our integrated Lab/Existing Systems/New Building "living lab" programs.

I'm copying you on the "Knowledge Is Power" PPT presentation in case you want to use any of these slides to communicate to your team. As per your suggestion, I will be including you, David, Greg and Bill on my emails and status updates going forward. Also, I'm going to send you more US Communities & Omnia Procurement/Purchasing Group information in my next email. Here is their website link that Trane is a member of that would allow PCC to contract with us to get the projects underway. Let me know if I can help with how to explain the many ways this can benefit PCC going forward.

<https://www.omniapartners.com/publicsector/us-communities-an-omnia-partner>

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/trane?hsCtaTracking=42994911-b91e-4180-b1a7-99e34d012337%7C614ab489-338f-4624-98a0-cad2b8a8a4d0>

Best,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



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EXHIBIT 13



Ward, Bill <wward@pima.edu>

Re: Trane Company

1 message

Ward, Bill <wward@pima.edu>

Mon, Apr 29, 2019 at 7:18 AM

To: Ian Roark <iroark@pima.edu>

Cc: Gregory Wilson <gwilson@pima.edu>, "Lambert, Lee" <llambert@pima.edu>, David Dore <ddore@pima.edu>

Ian, I'll be presenting at the national APPA conference and Trane will be there.
The meeting is related to our District building control system which Facilities operates and maintains.

For now we need to keep this separate, I'll be discussing the details with David today.

Thanks,

Bill

On Sun, Apr 28, 2019, 9:29 PM Roark, Ian <iroark@pima.edu> wrote:

Thank you Greg and Bill!

There are a lot of great things happening with Trane in each vein--Facilities and BCT. What are the connection-points between each? Could/should a BCT faculty attend the Trane meeting in Denver? Could/should a Facilities staff attend the Trane and Festo training in July? Should both BCT faculty and Facilities staff then collaboratively plan the BCT lab and "Living Lab" for the whole of the CfE?

Please pardon me if I'm overstepping, but there seem to be some awesome opportunities for taking the Living Lab concept to the next level with the help of Trane, and the CfE design seems to be our opportunity to do so.

Cordially,
Ian

Ian R. Roark, Ed.D.
Vice President of Workforce Development
Pima Community College, Tucson, AZ
o: (520) 206-3997
iroark@pima.edu



Industry Driven, Student Centered

On Sun, Apr 28, 2019 at 9:08 PM Ward, Bill <wward@pima.edu> wrote:

Good...thanks Greg.

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
(520) 206-2736 fax.



On Sun, Apr 28, 2019 at 9:06 PM Wilson, Gregory <gwilson@pima.edu> wrote:

Faculty and I gave Jim and the Trane team a tour of our labs and discussed how we will enhance our programs, including modeling the Gateway labs.

John Gerard, BCT faculty, and our new Mechatronics faculty member will be attending additional Trane and Festo training in Kenosha this July. We will start modifying our offerings this fall in preparation for the Center. Brian Ashe, the BCT adjunct faculty member who manages advanced controls at UA, will be part of the faculty team working on these improvements and may attend as well.

Greg Wilson
Dean of Applied Technology
Pima Community College
1255 N. Stone Avenue
Tucson, AZ 85709-3125
520-206-7134 office
520-904-0843 mobile
gwilson@pima.edu

On Sun, Apr 28, 2019 at 8:54 PM Ward, Bill <wward@pima.edu> wrote:

Yes, that's what we are working with Trane on and we should have something soon for the planning team. I'll be meeting with Trane again in July (in Denver) and two of my staff are scheduled to go to training on their new building management system...we'll incorporate their feedback.

I'll keep everyone posted.

Thanks,

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
(520) 206-2736 fax.



On Sun, Apr 28, 2019 at 8:29 PM Roark, Ian <iroark@pima.edu> wrote:

Thank you, Lee.

Greg and/or Bill,

Has this framework been integrated into the planning for the HVAC program for the new CfE? I've not been updated on that recently; thank you for any information that you can share.

Cordially,
Ian

Ian R. Roark, Ed.D.
Vice President of Workforce Development
Pima Community College, Tucson, AZ
o: (520) 206-3997
iroark@pima.edu



Industry Driven, Student Centered

On Sun, Apr 28, 2019 at 6:19 PM Ward, Bill <wward@pima.edu> wrote:
Thanks Lee.

Bill

On Sun, Apr 28, 2019, 6:15 PM Lee Lambert <llambert@pima.edu> wrote:
Hi All, here is the ppt from my visit to Trane last week. Lee

Sent from my iPhone

EXHIBIT 14



Ward, Bill <wward@pima.edu>

Re: Trane Company

1 message

Ward, Bill <wward@pima.edu>

Mon, Apr 29, 2019 at 7:18 AM

To: Ian Roark <iroark@pima.edu>

Cc: Gregory Wilson <gwilson@pima.edu>, "Lambert, Lee" <llambert@pima.edu>, David Dore <ddore@pima.edu>

Ian, I'll be presenting at the national APPA conference and Trane will be there.

The meeting is related to our District building control system which Facilities operates and maintains.

For now we need to keep this separate, I'll be discussing the details with David today.

Thanks,

Bill

On Sun, Apr 28, 2019, 9:29 PM Roark, Ian <iroark@pima.edu> wrote:

Thank you Greg and Bill!

There are a lot of great things happening with Trane in each vein--Facilities and BCT. What are the connection-points between each? Could/should a BCT faculty attend the Trane meeting in Denver? Could/should a Facilities staff attend the Trane and Festo training in July? Should both BCT faculty and Facilities staff then collaboratively plan the BCT lab and "Living Lab" for the whole of the CfE?

Please pardon me if I'm overstepping, but there seem to be some awesome opportunities for taking the Living Lab concept to the next level with the help of Trane, and the CfE design seems to be our opportunity to do so.

Cordially,
Ian

Ian R. Roark, Ed.D.
Vice President of Workforce Development
Pima Community College, Tucson, AZ
o: (520) 206-3997
iroark@pima.edu



Industry Driven, Student Centered

On Sun, Apr 28, 2019 at 9:08 PM Ward, Bill <wward@pima.edu> wrote:

Good...thanks Greg.

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
(520) 206-2736 fax.



On Sun, Apr 28, 2019 at 9:06 PM Wilson, Gregory <gwilson@pima.edu> wrote:

Faculty and I gave Jim and the Trane team a tour of our labs and discussed how we will enhance our programs, including modeling the Gateway labs.

John Gerard, BCT faculty, and our new Mechatronics faculty member will be attending additional Trane and Festo training in Kenosha this July. We will start modifying our offerings this fall in preparation for the Center. Brian Ashe, the BCT adjunct faculty member who manages advanced controls at UA, will be part of the faculty team working on these improvements and may attend as well.

Greg Wilson
Dean of Applied Technology
Pima Community College
1255 N. Stone Avenue
Tucson, AZ 85709-3125
520-206-7134 office
520-904-0843 mobile
gwilson@pima.edu

On Sun, Apr 28, 2019 at 8:54 PM Ward, Bill <wward@pima.edu> wrote:

Yes, that's what we are working with Trane on and we should have something soon for the planning team. I'll be meeting with Trane again in July (in Denver) and two of my staff are scheduled to go to training on their new building management system...we'll incorporate their feedback.

I'll keep everyone posted.

Thanks,

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
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On Sun, Apr 28, 2019 at 8:29 PM Roark, Ian <iroark@pima.edu> wrote:

Thank you, Lee.

Greg and/or Bill,

Has this framework been integrated into the planning for the HVAC program for the new CfE? I've not been updated on that recently; thank you for any information that you can share.

Cordially,
Ian

Ian R. Roark, Ed.D.
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o: (520) 206-3997
iroark@pima.edu



Industry Driven, Student Centered

On Sun, Apr 28, 2019 at 6:19 PM Ward, Bill <wward@pima.edu> wrote:
Thanks Lee.

Bill

On Sun, Apr 28, 2019, 6:15 PM Lee Lambert <llambert@pima.edu> wrote:
Hi All, here is the ppt from my visit to Trane last week. Lee

Sent from my iPhone

EXHIBIT 15

From: "Knutson, James" <Jim.Knutson@trane.com>

To: llambert@pima.edu

CC:

Date: 5/6/2019 2:56:07 PM

Subject: House HVAC Discussion Follow Up

Lee,

When we were in Minnesota you mentioned you have a Trane unit on your home that is or has gotten loud. I'd like to see if one of our technicians and/or an engineer could stop by and take a look at it to see if we might help.

Let me know if that is of interest and we will have our team in Tucson get a site visit scheduled.

Best,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



EXHIBIT 16



Ward, Bill <wward@pima.edu>

Fwd: Catching Up and Site Tour Request

1 message

Ward, Bill <wward@pima.edu>
To: Mike Posey <mposey@pima.edu>

Mon, May 6, 2019 at 5:31 PM

FYI...please work with James on this request.

Thanks,

Bill

----- Forwarded message -----

From: Knutson, James <Jim.Knutson@trane.com>
Date: Mon, May 6, 2019, 4:39 PM
Subject: RE: Catching Up and Site Tour Request
To: Bill Ward <wward@pima.edu>
Cc: May, Brice <Brice.May@irco.com>

PS: David Davis has gotten us energy data but we still would really appreciate getting building plans prior to the site walk. Can you help or expedite getting those to us?

Thanks Much,

Jim

Jim Knutson*Director, Integrated Solutions*

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281**Email: Jim.Knutson@Trane.com**

From: Knutson, James
Sent: Monday, May 6, 2019 5:32 PM
To: Bill Ward <wward@pima.edu>
Subject: Catching Up and Site Tour Request**Bill,**It's been too long since we've talked so let me know when you have a few minutes for a call. Also, I'm scheduled to be in Tucson for the Foundation Golf Tourney on the 18th so maybe we could meet sometime on the 17th to catch up?I'm also sending a calendar invite to see if our Energy Engineering team might do a site walk on May 15th? I will block out time from 9:00 AM until 3:30 PM if that would work for you and your team? If we could meet at the West Campus

central plant area and if you might have someone to lead our about three of us from Trane on a building and system tour, it would be much appreciated.

PS: I was invited to speak and present at the NC3 National Board of Director's meeting in St Paul MN about 10 days ago and I had a nice visit with Lee Lambert who's on the board of directors. I shared our common vision that we discussed in Colorado and he spoke highly of you and your efforts at PCC. 😊

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



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TRANE® image001.png
12K

EXHIBIT 17

From: "Wilson, Gregory" <gwilson@pima.edu>
To: Jim.Knutson@trane.com
CC:
Date: 5/19/2019 8:51:18 PM
Subject: Re: IGA and FCA

Thanks, Jim. I'm glad we had a chance to catch up. I think the more we share with Lee and the team, the better. There is no point keeping the info. Given the big changes with the center plans, now is a good time to get it all out on the table.

The Mrs. and I had a full weekend, and I tend to catch up on Sunday night. I hope the golf tournament went well! I will review this material and give you a call this week. Thanks again for helping us move forward. It will not be easy, but it will be worth it.

Greg
Greg Wilson
Dean of Applied Technology
Pima Community College
1255 N. Stone Avenue
Tucson, AZ 85709-3125
520-206-7134 office
520-904-0843 cell
gwilson@pima.edu

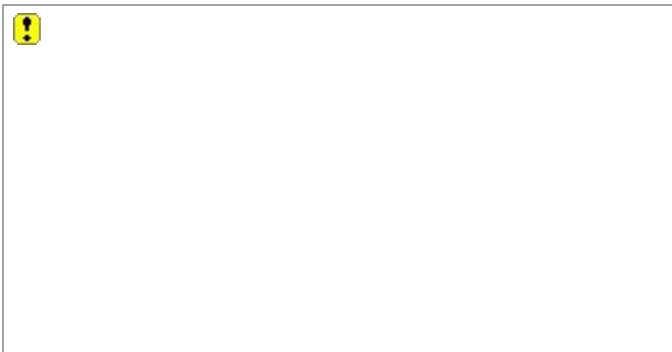
On Sat, May 18, 2019 at 5:58 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Greg,

I've been thinking this would be good for PCC to include in the Technical Audit or Investment Grade Audit (IGA) Phase. This additional Facility Condition Assessment (FCA) and Power Master Plan information will be helpful to understand not only the energy infrastructure through our energy audit but also power/central plant system conditions AND other systems. I would also mention that we would perform an operating cost analysis for the past year or two that would break out "maintenance" instead of "Repairs" as best we could. This is pretty typical for us to dive into and determine operating cost savings if a major capital infrastructure project. This would be very interesting...

See attached Call For Sessions response pdf and PPT that is just an initial submittal to Rocky Mountain APPA and slides from Jeff Duncan – Principle at Vanderweil Engineers. Jeff is a solid business partner of ours that would do a great job for you at PCC. Vanderweil was also selected in a competitive process for their project. PLUS, Vanderweil is also “third party to PCC” so the information you get would not be based on any internal or past local relationships or “filtering” of data.

In addition, this chart below from Colorado’s State Architect shows a required submittal that makes up a Facilities Condition Index (FCI). The green lines is 65% of the index. That is what we provide in our Investment Grade Audit process. So with Vanderweil’s work, PCC would get a reduced price (like a 2 for 1) with the full audit (facilities condition AND energy/water) ALL paid for out of energy savings. NOTE: The cost for both scope’s of IGA/FCA work would be funded out of savings through the performance contract. (NO OUT OF POCKET CAPITAL COST TO PCC).



Building Systems	System Rating	System Multiplier	System Deficiency	System Deficiency Cost
Foundation	0.25	0.023	0.0058	\$ 52,014
Col. & Ext. Walls	0.55	0.048	0.0265	\$ 238,448
Floors	0.21	0.138	0.0290	\$ 261,236
Roof	0.61	0.056	0.0339	\$ 305,658
Ceiling	0.6	0.044	0.0262	\$ 236,596
Int. Walls & Partitions	0.61	0.068	0.0416	\$ 375,427
Windows	0.27	0.036	0.0097	\$ 87,645
Doors	0.32	0.037	0.0118	\$ 106,664
Cooling/Ventilation	0.55	0.108	0.0591	\$ 533,212
Heating	0.44	0.108	0.0473	\$ 426,570
Plumbing	0.26	0.120	0.0311	\$ 280,386
Electrical	0.39	0.131	0.0511	\$ 460,937
Conveying	0.17	0.023	0.0039	\$ 35,184
Safety / Standards	0.2	0.061	0.0123	\$ 110,673
Totals		1.0	0.3894	\$ 3,510,651

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

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**STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT**



FACILITY CONDITION AUDIT AND INFRASTRUCTURE ASSESSMENT INSTRUCTIONS

EXHIBIT 18

From: "Knutson, James" <Jim.Knutson@trane.com>

To: gwilson@pima.edu

CC:

Date: 5/20/2019 3:28:24 PM

Subject: RE: IGA and FCA

Attachments: [necessary_endings_excerpt_-_the_wise_the_foolish_and_the_evil.pdf](#)

PS: I had mentioned another good book... *Necessary Endings* by Dr. Henry Cloud. He and Townsend wrote the "Boundaries" books too.

Here is an excerpt of the 7th Chapter about "Wise, Foolish and Evil". I think it matches pretty well with a way of being we discussed about wanting to look good, be right and in control. I think it's usually foolish but if that is rewarded or not put into check, then it can move into the Evil category.

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

EXHIBIT 19

From: "Knutson, James" <Jim.Knutson@trane.com>
To: gwilson@pima.edu
CC:
Date: 5/29/2019 3:25:18 AM
Subject: FW: Our Mission - Reducing the Energy Intensity of the World

Greg,
I'm really looking forward to our meeting tomorrow! We will have myself, Bruce Locke, Brice May, Dan Beyer and Dean Oakley (our SW region VP and General Manager) attending.

This vision and mission (see below) seemed to be very well received by Lee Lambert when we were in MN at the NC3 National Board Meeting.

I'll also send or attach a brief agenda for our meeting to the invite.
Best,
Jim

Jim Knutson
Director, Integrated Solutions
Trane Ingersoll Rand
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com

From: Oakley, Dean
Sent: Friday, May 24, 2019 6:39 AM
To: El Paso CSO All Users <ElPasoCSOAllUsers@trane.com>; Albuquerque CSO All Users <AlbuquerqueCSOAllUsers@trane.com>; Tucson CSO All Users <tucallusers@trane.com>; Phoenix CSO All Users <phxallusers@trane.com>
Subject: Our Mission - Reducing the Energy Intensity of the World
Importance: High

Dear Southwest Trane Employees,

I'm writing to you in regards to our Mission. Last year the Southwest District created the following Mission Statement: ***Connecting our people, buildings, and customers through innovative solutions.*** However, when we look beyond our current direction, structure, and focus, we should be asking, what impacts can we make as an organization to help our customers achieve their goals and how can we also reduce the impact on the environment and help control climate change.

This brings us back to our future and determining the direction for our future. It all starts with the Mission, what we do and think about every day as we engage with our internal and external customers. With this perspective we must move to a future state vision, and a mission that has meaning and impact for us, our customers and the environment; **REDUCING THE ENERGY INTENSITY OF THE WORLD.** For those reasons the Southwest District will be transitioning from a local, district-created Mission to the Trane Mission statement – Reducing the Energy Intensity of the World.

EXHIBIT 20

From: "Knutson, James" <Jim.Knutson@trane.com>
To: gwilson@pima.edu
CC:
Date: 5/30/2019 5:07:38 AM
Subject: FW: Arizona CS Projects Call

Greg,

Looking forward to talking later this morning.

FYI - It's really been a struggle to get building data over the past three months. See below. If we don't go ahead with an Investment Grade Audit Development after this meeting and you/Lee want us to complete our feasibility study first, (what we plan to do once we can get the data to evaluate and report on) we must put a hard deadline on Bill today to get us access to building plans and utility data.

This is needed in order to extrapolate the total campus savings potential. My guess is that since we got the LTP approved by Bill on Feb 13th, probably \$100,000/month of waste that's gone to the utility or about \$300,000 just since our kickoff meeting that could have been repurposed. L
Jim

Jim Knutson
Director, Integrated Solutions
Trane Ingersoll Rand
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com

From: May, Brice <Brice.May@irco.com>
Sent: Tuesday, April 9, 2019 10:50 AM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: RE: Arizona CS Projects Call

Jim,

See below for a summary of the meeting on 4-2-19 with David Davis/Mike Posey, and the current [status](#) of information collection **IN RED** requested

to date.

Information requested to date:

- Mechanical/Electrical/plumbing Drawings of the buildings if available (or we can come make copies of them) – **Downtown campus received on 5-14, West campus not received (multiple requests)**
- Current fire evacuation plans – **Not Received, original request only**
- We would look at Ice Storage, Battery Storage and other Renewable Energy options – **N/A**
- Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with Trane as a partner should our project meet all desired goals of PCC stakeholders – **N/A**
- Water Bills--1 month will suffice; however, 12 months will enable us to conduct a full water balance. – **West Campus received on 5-23, unable to view due to lack of access to Google Drive (requested access 5-24). Downtown Campus received on 4-8, unable to view due to lack of access to Google Drive (requested Drive access on 5-22)**
 - If you don't have access to water bills at this juncture, please identify the water/ sewer utility and schedule they fall under.
- Occupancy—Attending students, staff counts, and visitors counts will provide accurate usage data. **NOT received, original request only**
 - If attendance and staff data are not available, please provide what you have.
- Copy of the Smith Group 10 year plan – **Received 4-9**
- Copy of the GLHN consultation report – **NOT received, original request only**
- Signed Letter of Authorization for Trane to request/collect energy/gas usage data on your behalf (attached) – **Received 4-17, had to request utility specific release forms on 5-16 (not received)**
- Agreement to answers to additional information and questions moving forward – **N/A**

Note – David Davis has been out on Vacation for the last 2 weeks. He has been working from home on trying to get us access to the Drives.

Highlights from the meeting on April 2nd:

- David required to ask for permission to request the info listed above – at this point, I have received gas bills for East Campus and West Campus (he mentioned that this would take some time to gather)
- Siemens currently performing a PEA on East Campus – currently offering a free Delta front end
- Current front end campus wide – Allerton (Compass Essentials)
- Unwilling to entertain the possibility of using a Trane front end
- Provided PCC's official Controls Spec (attached)
- Currently a mix of Allerton/Delta/Inet controls across all campuses
- West Campus – no schedule used, no economizing/temp resets or ECM's in general
- West Campus – Automation infrastructure issues; frequent comm loss issues that knock out entire system

Talk soon,

Brice May

Account Manager
Trane Commercial Systems
4520 S. Coach Dr
Tucson, AZ 85714

Mobile: (480) 773-5905

Email: brice.may@irco.com

EXHIBIT 21

From: "Knutson, James" <Jim.Knutson@trane.com>
To: llambert@pima.edu
ddore@pima.edu
wward@pima.edu
iroark@pima.edu
gwilson@pima.edu
tdavis53@pima.edu
CC: PArchambault@trane.com
Dan.Beyer@irco.com
Brice.May@irco.com
BLocke@trane.com
Dean.Oakley@trane.com
Date: 5/31/2019 1:50:45 PM
Subject: RE: Jim Knutson, Trane Energy Lab discussion w/ David D., Bill,Ian, Greg & Tom
Attachments: Pima CC 5-30-2019 Exec Meeting rev1.pdf

Pima Community College Leadership Team,

Thank you so much for the exciting discussion yesterday. I hope we accomplished the objective of a deeper understanding of NC3 & Trane's partnership and offerings. We hope that our effort to initiate the conversation on various ways forward was also helpful. Our foundational goal in all of this is to give you good information to help you make great decisions.

Our Trane team is very much looking forward to building a co-authored partnership that addresses the various PCC needs and potential solutions that incorporates Energy Labs, Living Labs, P3 programs, sustainable existing & new buildings with solid financial options. We will be in touch with meeting dates and times in addition to the Symposium at PCC on June 7th.

Have a great weekend and I've attached the discussion support slide deck that we used in yesterday's meeting.

Best,

Jim and the Trane Team

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

-----Original Appointment-----

From: llambert@pima.edu <llambert@pima.edu>

Sent: Monday, May 6, 2019 11:25 AM

To: llambert@pima.edu; David Dore; Bill Ward; Ian Roark; Gregory Wilson; Tom Davis; Knutson, James; Archambault, Patrick; Beyer, Dan; May, Brice

Subject: Jim Knutson, Trane Energy Lab discussion w/ David D., Bill, Ian, Greg & Tom

When: Thursday, May 30, 2019 3:00 PM-4:30 PM (UTC-07:00) Arizona.

Where: C228

5/2/19/4:21pm/ge

From: Knutson, James [<mailto:Jim.Knutson@trane.com>]

Sent: Friday, May 03, 2019 4:43 PM

To: Gabriela De Echavarri <gechavarri@pima.edu>

Cc: Archambault, Patrick <PArchambault@trane.com>; Beyer, Dan <Dan.Beyer@irco.com>; May, Brice <Brice.May@irco.com>; Gregory Wilson <gwilson@pima.edu>; Lambert, Lee <llambert@pima.edu>

Subject: Re: PPC Exec Team Meeting and Golf Tourney

Gabriela,

Our team is confirmed for the meeting on May 30th! Please send the invite and we will be there. We are planning 5 from Trane to be in attendance.

Have a great weekend.

Jim

Jim Knutson, Director of Integrated Solutions

Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Gabriela De Echavarri <gechavarri@pima.edu>

Sent: Thursday, May 2, 2019 5:22:27 PM

To: Knutson, James

Cc: Archambault, Patrick; Beyer, Dan; May, Brice; Gregory Wilson

Subject: RE: PPC Exec Team Meeting and Golf Tourney

Alert: This is an external email.

Greetings Mr. Knutson,

Would Thursday, May 30 from 3:00-4:30 work for you? The Chancellor is asking David Doré Downtown Campus President, Ian Roark, Vice President of Workforce Development, Greg Wilson (copied here), and Bill Ward, Vice Chancellor of Facilities to join the meeting as well.

May I ask how many people will be joining you so I can secure a conference room?

Thank you.

Gaby

Gabriela Echávarri

Sr. Executive Assistant to the Chancellor

gechavarri@pima.edu

Voice (520) 206-4747

Fax (520) 206-4990

4905 E. Broadway Blvd.

Tucson, AZ 85709-1005

From: Lambert, Lee [mailto:llambert@pima.edu]

Sent: Thursday, May 02, 2019 12:39 PM

To: Knutson, James <Jim.Knutson@trane.com>

Cc: Archambault, Patrick <PArchambault@trane.com>; Beyer, Dan <Dan.Beyer@irco.com>; Gaby Echavarri <gechavarri@pima.edu>; May, Brice <Brice.May@irco.com>; gwilson@pima.edu

Subject: Re: PPC Exec Team Meeting and Golf Tourney

Hi Jim, this is a great idea. I have copied my assistant, Gaby, on this reply. I will have her work with Greg to arrange a time for us to meet.

Thanks for being a sponsor of our annual golf tournament.

Best,

Lee

On Wed, May 1, 2019 at 6:49 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee,

I'm planning on sponsoring a 2nd Trane foursome and coming down for your golf tournament on Saturday morning May 18th. I would arrive at 9:30 AM in Tucson on the morning of Fri the 17th.

I emailed Greg on Monday night and he also thought it would be good to get your team together and discuss some of the items and value propositions from the NC3 Board meeting in MN. The goal would be to "level set" or provide insight and review the Trane Energy Lab, existing building upgrades and a Living Lab, plus share some ideas on new construction building systems as a learning lab with your executive team (you, David, Ian, Greg and Bill). See attached PPT as an example to use in the meeting.

If this level setting meeting is of interest, please suggest a good time on Friday the 17th (after 10:30 AM) or suggest another date or two that might work for your team and we will do our best to accommodate. I'd say 1.5 hours would be good meeting length depending on availability and discussion questions that may come from the attached PPT.

Note: I will be in AZ and could be in Tucson on May 10th if that date is a possibility or better for you. Also, a few future dates that would work are May 27-30, and June 5th-7th)

Best,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

“BUILDING CUSTOMERS FOR LIFE”

EXHIBIT 22

From: "Knutson, James" <Jim.Knutson@trane.com>

To: llambert@pima.edu

ddore@pima.edu

gwilson@pima.edu

iroark@pima.edu

tdavis53@pima.edu

wward@pima.edu

CC: PArchambault@trane.com

Jeremy.Lee@trane.com

Date: 6/3/2019 8:35:26 PM

Subject: Follow Up

Lee and Executive Team,

We are pulling a few executive resources together to discuss a few follow up questions or items that were discussed in our meeting last week that may have been left a bit open ended:

1. Procurement options such as US communities/Omnia Partners or S.A.V.E. purchasing groups are common in AZ and across the USA.
 - a. We have a number of community college customers that have used this competitive option for NC3/Trane Energy Lab projects and many other projects like we are suggesting.
 - b. We also have records that Pima Community College also has used cooperative purchasing methods a number of times previously.
2. We would like to schedule a call with you and our US Communities program leader and our contract legal counsel to explain the options in more detail and provide references and similar examples. (I will send out an invite in the next couple days).
3. I believe Ian asked a great question about ways Trane might help contribute or offer resources, discounts, incentives, etc. I will be discussing in more detail with Pat Archambault who is on the NC3 Board and is the Trane Corporate Executive in charge of the Trane relationship with NC3. Until the details are developed, the short answer to Ian's question is "yes". When the time is right and when we understand your greatest needs, we are very much looking forward to discussing various types of support offerings such as; contributions, savings, incentives and/or benefits as we develop our partnership with NC3 and Pima Community College. We see many possibilities to bring additional value throughout our three phase initial approach and long term training, living lab accountability and guarantee phases.
4. One additional way to maximize savings is to streamline the detailed investigation or audit phase. Every month we can shorten the development process, from the limited information we have received to date, we believe that we can save and repurpose between \$100,000 and \$200,000 into upgrades and efficient systems across the campus.

Thank you and we appreciate your time and interest in further project development details and support.

Jim

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

EXHIBIT 23

From: "Knutson, James" <Jim.Knutson@trane.com>
To: gwilson@pima.edu
CC:
Date: 6/4/2019 7:15:38 AM
Subject: Computer version

Greg,

I'm looking forward to visiting in a bit. Some questions I've been thinking about since the meeting on Thursday for us to discuss:

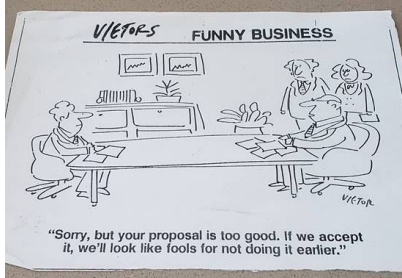
Why would Bill reject and do whatever he can to sidetrack our offer to help PCC repurpose millions of dollars of waste instead of donating it to the utility? Does he not see how we could have made him be the hero by simply using the excuse he hasn't had the funds or resources to make energy improvements. He could then be the headline speaker for how he's now saving the organization Millions of dollars!

So, unfortunately we hear:

1. Bill is telling his team that the Trane meeting didn't go well (even though Lee mentioned to me on the phone that David Dore thought it was a great meeting and he sees the amazing potential for our partnership).
2. Bill also said that we didn't step up in the meeting by offering to donate/contribute to PCC if we were to do the partnership (I think you know and/or you will see how much we will invest in this relationship) and as you can understand, that initial meeting is and was not the time for that conversation. Thus, we said that Pat Archambault would be our connection on that.
3. He told us after the meeting and told us "the last I checked, I'm still in charge of facilities and this will have to go to an RFP process". It may be that is needed but it would not be necessary.
4. In addition, like my note last night suggests, if we put the development resources on this project and speed it up, it would save \$200k/month of lost opportunity cost.

So my conclusion is:

1. It has to be his overriding fear due to not looking good...



2. He's on the utility company payroll as they are giving him a very nice monthly check. Not likely...
3. There IS something to hide after years of "trusting but not verifying"... I had a good visit with Lee about this and he agreed Bill's judgement may be clouded by his overriding fear of not looking good.
4. We believe that the only way for PCC to uncover the true opportunity is to do a very detailed energy and op cost audit. There has been a culture instilled by Bill that will need to be changed and also a lot of layers of methods and employees that have not known another way.
5. If we help to provide accountability – it will be another culture shock as there has been years of "little to no" accountability with his staff and support.
6. If it goes to an RFP, Bill will do everything in his power to select a company that will scratch the surface only and not uncover the real potential or he will do everything in his power to self-perform the projects.
7. He will employ some of these tactics: lack of full disclosure, delay tactics, digging up dirt or trying to find a negative reference, suggesting another firm is more qualified, probably sharing our material with other firms, potentially finding naysayers in the public, claiming a purchasing network selection will cause protests or legal action, etc. (not true).

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4284

Email: Jim.Knutson@Trane.com

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LET'S GO BEYOND™

EXHIBIT 24



Ward, Bill <wward@pima.edu>

Re: Follow Up

1 message

Ward, Bill <wward@pima.edu>

Tue, Jun 4, 2019 at 10:23 AM

To: "Lambert, Lee" <llambert@pima.edu>

Cc: "Bea, David" <dbea@pima.edu>, David Dore <ddore@pima.edu>, Jeffrey Silvyn <jsilvyn@pima.edu>, Tom Davis <tdavis53@pima.edu>

Ok...thanks.

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
(520) 206-2736 fax.



On Tue, Jun 4, 2019 at 10:13 AM Lambert, Lee <llambert@pima.edu> wrote:

Bill, I have Dave Bea to take the lead on which process option we will exercise. Once the decision is made David Dore will be the project lead. Lee

On Tue, Jun 4, 2019 at 1:10 PM Ward, Bill <wward@pima.edu> wrote:

Lee if appropriate, would you like me to take the lead and respond back to Trane?

Thanks,

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
(520) 206-2736 fax.



----- Forwarded message -----

From: **Knutson, James** <Jim.Knutson@trane.com>

Date: Mon, Jun 3, 2019 at 8:35 PM

Subject: Follow Up

To: llambert@pima.edu <llambert@pima.edu>, David Dore <ddore@pima.edu>, Gregory Wilson <gwilson@pima.edu>, Ian Roark <iroark@pima.edu>, Tom Davis <tdavis53@pima.edu>, Bill Ward <wward@pima.edu>

Cc: Archambault, Patrick <PArchambault@trane.com>, Lee, Jeremy <Jeremy.Lee@trane.com>

Lee and Executive Team,

We are pulling a few executive resources together to discuss a few follow up questions or items that were discussed in our meeting last week that may have been left a bit open ended:

1. Procurement options such as US communities/Omnia Partners or S.A.V.E. purchasing groups are common in AZ and across the USA.
 - a. We have a number of community college customers that have used this competitive option for NC3/Trane Energy Lab projects and many other projects like we are suggesting.
 - b. We also have records that Pima Community College also has used cooperative purchasing methods a number of times previously.
2. We would like to schedule a call with you and our US Communities program leader and our contract legal counsel to explain the options in more detail and provide references and similar examples. (I will send out an invite in the next couple days).
3. I believe Ian asked a great question about ways Trane might help contribute or offer resources, discounts, incentives, etc. I will be discussing in more detail with Pat Archambault who is on the NC3 Board and is the Trane Corporate Executive in charge of the Trane relationship with NC3. Until the details are developed, the short answer to Ian's question is "yes". When the time is right and when we understand your greatest needs, we are very much looking forward to discussing various types of support offerings such as; contributions, savings, incentives and/or benefits as we develop our partnership with NC3 and Pima Community College. We see many possibilities to bring additional value throughout our three phase initial approach and long term training, living lab accountability and guarantee phases.
4. One additional way to maximize savings is to streamline the detailed investigation or audit phase. Every month we can shorten the development process, from the limited information we have received to date, we believe that we can save and repurpose between \$100,000 and \$200,000 into upgrades and efficient systems across the campus.

Thank you and we appreciate your time and interest in further project development details and support.

Jim

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

EXHIBIT 25

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)

To: gwilson@pima.edu

CC:

Date: 5/20/2019 2:09:01 PM

Subject: RE: IGA and FCA

Greg,

Good decision on limiting weekend work. I'm also working on that hard to accomplish task. Yes, the tourney was fun, absolutely a perfect morning and I made my flight back so a great couple of days.

In addition, thanks for the introduction of Jaime from DLR. I had a good but short visit with him and his PM (I think it was either Stan or Hank?) before the tourney. We plan to meet on my next trip to AZ (likely May 29th in Phoenix) prior to our 30th meeting with you and the PCC Exec team. I agree about full disclosure with Lee but also want to be wise about communicating a good plan of action that overcomes some of the past/current barriers that will end up with the best result for PCC.

Here's my suggestions for a plan moving forward that we can discuss:

1. If our feasibility study we are preparing meet's and/or exceeds Lee's, David's, Ian's and your plan or expectations, (we will have a brief overview on the 30th as we have not had a chance to complete the report seeing we still have not gotten our requested data from Bill) we would like to proceed with the detailed IGA/FCA contract through S.A.V.E. or Omnia/US Communities.
2. I have a current Omnia report that shows PCC has used Omnia/US Communities a number of times before. This would allow us to avoid a delay and also provide your team with a long overdue and much needed "trust but verify" report of needs, existing building savings, energy conservation measures (ECM's) and other opportunities on your campuses.
3. I realize Bill's comment and the old traditional narrative about Trane being self-serving, but as we discussed, that is just simply not true as we can provide so much more value working alongside you and PCC that this old and tired excuse can be overcome with a number of real life examples.
4. In addition, we will provide insight to a PCC NC3/Trane Energy Lab (and provide related NC3 certifications), and plans on how we can bolster and integrate the new buildings into a combined three phase Intelligent Services program offerings and related Refrigeration/HVAC Commercial and Residential learning programs at PCC.
5. I talked to Lee in our meeting on Friday and also Pat Archambault about having PCC be a National Trane Technician training center (with our Living Learning Lab (L3) and he thought Dan Reynolds (leads our entire Trane HVAC service department) would be interested in this possibility.

In closing, be prepared for someone to be very resistant and pull out a number of tactics and claims to prevent us from a deep dive into your facilities and systems.

i.e. delay, lack of information exchange, needing to give others a chance, and many others. If you want to do an RFP, the selection committee must

be your entire exec team and must not be done through Bill's department for obvious reasons.

Please forgive me for sending all these long emails but I'm more resolved than ever that we can repurpose millions of dollars that will be put to better use for students and create a Real Life Case Study that is accountable, measured, verified, and studied with hundreds of millions of data points through students ongoing training and involvement.

Gratefully,
Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Wilson, Gregory <gwilson@pima.edu>

Sent: Sunday, May 19, 2019 9:51 PM

To: Knutson, James <Jim.Knutson@trane.com>

Subject: Re: IGA and FCA

Alert: This is an external email.

Thanks, Jim. I'm glad we had a chance to catch up. I think the more we share with Lee and the team, the better. There is no point keeping the info. Given the big changes with the center plans, now is a good time to get it all out on the table.

The Mrs. and I had a full weekend, and I tend to catch up on Sunday night. I hope the golf tournament went well! I will review this material and give you a call this week. Thanks again for helping us move forward. It will not be easy, but it will be worth it.

Greg
Greg Wilson
Dean of Applied Technology
Pima Community College
1255 N. Stone Avenue
Tucson, AZ 85709-3125
520-206-7134 office
520-904-0843 cell
gwilson@pima.edu

On Sat, May 18, 2019 at 5:58 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Greg,

I've been thinking this would be good for PCC to include in the Technical Audit or Investment Grade Audit (IGA) Phase. This additional Facility Condition Assessment (FCA) and Power Master Plan information will be helpful to understand not only the energy infrastructure through our energy audit but also power/central plant system conditions AND other systems. I would also mention that we would perform an operating cost analysis for the past year or two that would break out "maintenance" instead of "Repairs" as best we could. This is pretty typical for us to dive into and determine operating cost savings if a major capital infrastructure project. This would be very interesting...

See attached Call For Sessions response pdf and PPT that is just an initial submittal to Rocky Mountain APPA and slides from Jeff Duncan – Principle at Vanderweil Engineers. Jeff is a solid business partner of ours that would do a great job for you at PCC. Vanderweil was also selected in a competitive process for their project. PLUS, Vanderweil is also "third party to PCC" so the information you get would not be based on any internal or past local relationships or "filtering" of data.

In addition, this chart below from Colorado's State Architect shows a required submittal that makes up a Facilities Condition Index (FCI). The green lines is 65% of the index. That is what we provide in our Investment Grade Audit process. So with Vanderweil's work, PCC would get a reduced price (like a 2 for 1) with the full audit (facilities condition AND energy/water) ALL paid for out of energy savings. NOTE: The cost for both scope's of IGA/FCA work would be funded out of savings through the performance contract. (NO OUT OF POCKET CAPITAL COST TO PCC).

STATE OF COLORADO
OFFICE OF THE STATE ARCHITECT



FACILITY CONDITION AUDIT AND INFRASTRUCTURE ASSESSMENT INSTRUCTIONS

Building Systems	System Rating	System Multiplier	System Deficiency	System Deficiency Cost
Foundation	0.25	0.023	0.0058	\$ 52,014
Col. & Ext. Walls	0.55	0.048	0.0265	\$ 238,448
Floors	0.21	0.138	0.0290	\$ 261,236
Roof	0.61	0.056	0.0339	\$ 305,658
Ceiling	0.6	0.044	0.0262	\$ 236,596
Int. Walls & Partitions	0.61	0.068	0.0416	\$ 375,427
Windows	0.27	0.036	0.0097	\$ 87,645
Doors	0.32	0.037	0.0118	\$ 106,664
Cooling/Ventilation	0.55	0.108	0.0591	\$ 533,212
Heating	0.44	0.108	0.0473	\$ 426,570
Plumbing	0.26	0.120	0.0311	\$ 280,386
Electrical	0.39	0.131	0.0511	\$ 460,937
Conveying	0.17	0.023	0.0039	\$ 35,184
Safety / Standards	0.2	0.061	0.0123	\$ 110,673
Totals		1.0	0.3894	\$ 3,510,651

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand
445 Bryant St., Unit 5
Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



EXHIBIT 26

From: "Knutson, James" <Jim.Knutson@trane.com>
To: dbea@pima.edu
CC: gwilson@pima.edu
ddore@pima.edu
Date: 7/9/2019 10:12:38 AM
Subject: RE: Canceled: Trane and David Bea NC3 Program Review

Perfect! Yes, very much looking forward to it.

Here's a brief call agenda:

- Background and Current Partnership Status and Updates
- Review Savings and Repurposing Wasted Energy and Operating Costs
- "3 for 1" Integrated Living Learning Labs (Existing Buildings – NC3 Energy Lab – New Construction)
- Next Steps:
 - Investment Grade Audit
 - US Communities/Omnia Group Purchasing Organization (GPO)
 - Meetings at National NC3 Conference (July 24 and 25th in Kenosha Wisconsin)

Best,
Jim

Jim Knutson
Director, Integrated Solutions
Trane Commercial Services
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com

From: David Bea <dbea@pima.edu>
Sent: Tuesday, July 9, 2019 9:30 AM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: gwilson@pima.edu; Dore, David <ddore@pima.edu>
Subject: Re: Canceled: Trane and David Bea NC3 Program Review

Alert: This is an external email.

Good morning Jim,

I was planning to talk about next steps during our call this afternoon. Looking forward to our call.

-David Bea

On Jul 9, 2019, at 7:22 AM, Knutson, James <Jim.Knutson@trane.com> wrote:

David, Thanks so much for the good call this week. Does this date and time work for you and/or David Bea? Please suggest another time and or Maybe PM of Wed the 10th? Best, Jim M: [REDACTED]

[REDACTED]
<mime-attachment.ics>

EXHIBIT 27A

From: ["David Bea" <dbea@pima.edu>](mailto:dbea@pima.edu)
To: Jim.Knutson@trane.com
CC: gwilson@pima.edu
ddore@pima.edu
Date: 7/9/2019 8:30:06 AM
Subject: Re: Canceled: Trane and David Bea NC3 Program Review

Good morning Jim,

I was planning to talk about next steps during our call this afternoon. Looking forward to our call.

-David Bea

On Jul 9, 2019, at 7:22 AM, Knutson, James <Jim.Knutson@trane.com> wrote:

David, Thanks so much for the good call this week. Does this date and time work for you and/or David Bea? Please suggest another time and or Maybe PM of Wed the 10th? Best, Jim M: [REDACTED]

<mime-attachment.ics>

EXHIBIT 27B

From: "David Bea" <dbea@pima.edu>
To: Jim.Knutson@trane.com
CC: gwilson@pima.edu
ddore@pima.edu
Date: 7/9/2019 8:30:06 AM
Subject: Re: Canceled: Trane and David Bea NC3 Program Review

Good morning Jim,

I was planning to talk about next steps during our call this afternoon. Looking forward to our call.

-David Bea

On Jul 9, 2019, at 7:22 AM, Knutson, James <Jim.Knutson@trane.com> wrote:

David, Thanks so much for the good call this week. Does this date and time work for you and/or David Bea? Please suggest another time and or Maybe PM of Wed the 10th? Best, Jim M: [REDACTED]

<mime-attachment.ics>

EXHIBIT 27C

From: "Knutson, James" <Jim.Knutson@trane.com>
To: dbea@pima.edu
CC: gwilson@pima.edu
ddore@pima.edu
Date: 7/9/2019 10:12:38 AM
Subject: RE: Canceled: Trane and David Bea NC3 Program Review

Perfect! Yes, very much looking forward to it.

Here's a brief call agenda:

- Background and Current Partnership Status and Updates
- Review Savings and Repurposing Wasted Energy and Operating Costs
- "3 for 1" Integrated Living Learning Labs (Existing Buildings – NC3 Energy Lab – New Construction)
- Next Steps:
 - Investment Grade Audit
 - US Communities/Omnia Group Purchasing Organization (GPO)
 - Meetings at National NC3 Conference (July 24 and 25th in Kenosha Wisconsin)

Best,
Jim

Jim Knutson
Director, Integrated Solutions
Trane Commercial Services
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com

From: David Bea <dbea@pima.edu>
Sent: Tuesday, July 9, 2019 9:30 AM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: gwilson@pima.edu; Dore, David <ddore@pima.edu>
Subject: Re: Canceled: Trane and David Bea NC3 Program Review

Alert: This is an external email.

Good morning Jim,

I was planning to talk about next steps during our call this afternoon. Looking forward to our call.

-David Bea

On Jul 9, 2019, at 7:22 AM, Knutson, James <Jim.Knutson@trane.com> wrote:

David, Thanks so much for the good call this week. Does this date and time work for you and/or David Bea? Please suggest another time and or Maybe PM of Wed the 10th? Best, Jim M: [REDACTED]

[REDACTED]
<mime-attachment.ics>

EXHIBIT 27D

From: "Knutson, James" <Jim.Knutson@trane.com>
To: dbea@pima.edu
CC:
Date: 7/9/2019 2:54:48 PM
Subject: FW: Request for Letter To Proceed

Some early information and the approval by Lee Lambert.
Jim

Jim Knutson
Director, Integrated Solutions
Trane Commercial Services
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com

From: Knutson, James
Sent: Wednesday, February 27, 2019 2:54 AM
To: 'gwilson@pima.edu' <gwilson@pima.edu>
Subject: RE: Request for Letter To Proceed

Greg,
Just checking in – no word back from Bill on my request for a meeting. As we discussed, I may need your help with Bill but I'll send another note to suggest a few more dates.
Do you have time to talk today (Wed) or Thursday for a few?
Best,
Jim

Jim Knutson
Director, Integrated Solutions
Trane Ingersoll Rand
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com

From: Knutson, James
Sent: Friday, February 22, 2019 10:16 AM
To: 'gwilson@pima.edu' <gwilson@pima.edu>

Subject: RE: Request for Letter To Proceed

Greg,

I'm excited to get this scheduled. – See Below . From our conversation last Thursday afternoon, I think it would be very important to have you attend this initial meeting to help with the vision and goal setting regarding our Intelligent Services, NC3 Lab/ Living Lab and using savings to fund program integration pieces. Otherwise, I'm concerned that Bill will want to be in control and limit the amount of ideas/opportunities that we can investigate and report on to help you. I think you understand my concern... J

Can you let me know what dates work for you as per my follow up below so I don't pick one that you can't attend?

Best,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James

Sent: Friday, February 22, 2019 10:09 AM

To: 'Ward, Bill' <ward@pima.edu>; gwilson@pima.edu

Cc: Wax, Rob <Rob.Wax@trane.com>; May, Brice <Brice.May@irco.com>; Esther Federico <eleon@pima.edu>; Mike Posey <mposey@pima.edu>; David Davis <ddavis57@pima.edu>; David Clark <djclark3@pima.edu>; Ernie Federico <efederico@pima.edu>

Subject: RE: Request for Letter To Proceed

Bill,

Thank you and we look forward to working with you on the feasibility analysis and bringing you up to speed on some of the exciting ideas and program possibilities with PCC and Trane/NC3's programs.

Regarding the schedule, I just found out this morning my wife's shoulder surgery got moved to Thursday Feb 28th so if at all possible, let's look at these days/time windows instead:

11:30 AM – 5PM on Feb 26th

11:30 AM – 2:30 PM on Feb 27th

11:30 AM – 2:30 PM on Mar 4th

11:30 AM – 4 PM on March 8th

Thanks again and I hope one of these dates works for you, and the PCC team.

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Ward, Bill <wward@pima.edu>

Sent: Friday, February 22, 2019 8:28 AM

To: Knutson, James <Jim.Knutson@trane.com>

Cc: Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu; May, Brice <Brice.May@irco.com>; Esther Federico <eleon@pima.edu>; Mike Posey <mposey@pima.edu>; David Davis <ddavis57@pima.edu>; David Clark <djclark3@pima.edu>; Ernie Federico <efederico@pima.edu>

Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Jim, I think we could find some time on the days that you have proposed, so we'll work on getting something scheduled. Also, I would like to talk this proposal through a little more before we get going on anything.

Thanks,

-Bill

William R. Ward II

Vice Chancellor, Facilities & College Police

6680 South Country Club Road

Tucson, AZ 85709-1800

wward@pima.edu

(520) 206-2610 tel.

(520) 206-2736 fax.

On Wed, Feb 20, 2019 at 11:31 AM Knutson, James <Jim.Knutson@trane.com> wrote:

| Bill,

It was great to see you at the NC3 Signing Day event last week and we are very much looking forward to working with you to develop some ways to help Pima save money and repurpose it into system improvements and also programs for students. We would like to schedule a Feasibility Study kickoff with you and a few of your team if your schedule permits. Would the 28th of Feb or 1st of March work for you? I'm working in a trip back to AZ next week and there's a few balls still in the air with my schedule.

Brice May our Account Manager for PCC has been communicating and getting some utility data already with David Davis. Is it OK to have Brice work directly with David to request some of the additional items we would need as per the LTP document below?

Let me know if those dates would work for a meeting and if not please suggest a couple more.

Best,
Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Knutson, James

Sent: Tuesday, February 19, 2019 10:34 PM

To: Lambert, Lee <llambert@pima.edu>

Cc: Archambault, Patrick <PArchambault@trane.com>; Bill Ward <wward@pima.edu>; Dan Ramirez <dan.ramirez@nc3.net>; Dore, David <ddore@pima.edu>; Michael McAlice <michael.mcalice@nc3.net>; Wax, Rob <Rob.Wax@trane.com>; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

Lee,

Thanks so much. Looking forward to it!

Jim

Jim Knutson, Director of Integrated Solutions

Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Lambert, Lee <llambert@pima.edu>

Sent: Tuesday, February 19, 2019 9:05:14 PM

To: Knutson, James

Cc: Archambault, Patrick; Bill Ward; Dan Ramirez; Dore, David; Michael McAlice; Wax, Rob; gwilson@pima.edu

Subject: Re: Request for Letter To Proceed

Alert: This is an external email.

Hi Jim, thanks for sending this request. As discussed, Pima would like to proceed. I am copying Vice Chancellor Bill Ward on this reply. He will work with you and your team to receive the requested information. Please let me know if there is anything else you need me to do at this time. Best,
Lee

On Tue, Feb 19, 2019 at 5:14 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee and Greg,

This email is our request for a Letter To Proceed (LTP) for Trane to produce a Preliminary Assessment for PCC at the Downtown Campus and West Campus, and all I need in return is an email from you agreeing to the terms in this email.

As we spoke about last week, Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and we would like to add the West Campus as well. After our meeting, our technical team mentioned we have Trane systems on the West Campus and we have some great additional savings options to evaluate for you.

Thus, we will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank.

For us to continue the process we would look for confirmation of the following items:

Agreement that Pima Community College gives permission to Trane to proceed with a Preliminary Energy Assessment at no cost to PCC and permits Trane to evaluate its facilities and utility bills to see if there is a possible self-funding energy project to upgrade their infrastructure. We may add some temporary measurement devices (with your approval) or systems for data collection.

- Mechanical/Electrical/plumbing Drawings of the buildings if available (or we can come make copies of them).
- Current fire evacuation plans.
- We would look at Ice Storage, Battery Storage and other Renewable Energy options
- 24 - 36 months of utility bills (electricity, water, gas)
- Agreement to answers to additional information and questions moving forward.
- Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with

Trane as a partner should our project meet all desired goals of PCC stakeholders
This is a formal request that we need to proceed, but is not a binding contract. As the Chancellor of PCC, your email reply in agreement to these items is all we need. Once we have this information, we can invest the necessary resources to continue our preliminary development for PCC. We expect a 60 to 90 day period for us to collect, evaluate and put together our report after we receive the utility data. Please let me know of any questions or concerns at any time.

Thank you again for the opportunity to work together and build upon a partnership between our organizations!

Very Truly Yours,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



TRANE

“BUILDING CUSTOMERS FOR LIFE”

EXHIBIT 28

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: dbea@pima.edu
CC:
Date: 7/9/2019 3:36:14 PM
Subject: Slides
Attachments: [Pima CC 5-30-2019 Exec Meeting rev1.pdf](#)

See the umbrella slide with the green circles. The utility information slides will be coming in a bit.

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

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EXHIBIT 29

From: "Knutson, James" <Jim.Knutson@trane.com>

To: dbea@pima.edu

CC:

Date: 7/9/2019 8:53:44 PM

Subject: Requested Data Update

David,

I've asked my local Account Manager to give me the latest update on information requested, info received and/or still on the list. I should be able to get that to you tomorrow.

Thanks again for the good call today.

Best,

Jim

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EXHIBIT 30

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: dbea@pima.edu
CC: gwilson@pima.edu
Date: 7/15/2019 12:23:30 PM
Subject: FW: MOU
Attachments: [Snyder ISD - Cert Letter - 039 - PDF.pdf](#)
[PROD-SLB033-EN_04182019.pdf](#)

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Sent: Monday, July 15, 2019 12:54 PM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: RE: MOU

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Arizona

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Chapter 7 Intergovernmental Operations

Article 3 Joint Exercise of Powers

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For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

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A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.

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The advantage of U.S. Communities to owners is to avoid the time and expense of re-soliciting for each individual participating entity. Writing specifications, evaluating bids, considering value engineering, and dealing with the frustrations of low cost manufacturers that do not perform can be a costly use their time. U.S. Communities allows them to select a manufacturer and utilize competitively bid pricing to make a true life cycle decision and quickly move to procurement. U.S. Communities is currently processing orders from over 55,000 participating entities. Each solicitation contains language that advises all suppliers that the contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction “Joint Powers Authority” or “Cooperative Procurement Authority.” Each solicitation is publicly advertised and includes specific notice and instruction that includes a deadline of when responses will be received. Trane’s contract includes three main components including OEM Trane equipment, ancillary supporting equipment and materials including lighting, and labor. The labor is supplied by a specific labor rate per category and the volume of hours is governed by RS Means. There is also a labor coefficient specific to your area to adjust the labor to a competitive level. Also, when the labor portion of a cooperative procurement solution is compared to a traditional bid or RFP process, there are inherent additional savings including reduced general contractor mark up, reduced project schedule, and better service to the owner with one point of contact being Trane.

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Assist entities in maintaining the essential controls for budget and accounting purposes.

Thanks,

Jeremy Lee (913) 208-8215



Ingersoll Rand Family of Brands



From: Knutson, James <Jim.Knutson@trane.com>
Sent: Sunday, July 14, 2019 7:16 PM
To: Lee, Jeremy <Jeremy.Lee@trane.com>
Subject: Re: MOU

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Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

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Sent: Tuesday, July 9, 2019 4:45:49 PM
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Subject: MOU

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EXHIBIT 31

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: dbea@pima.edu
CC:
Date: 7/10/2019 11:33:36 AM
Subject: Fwd: Pima CC

David,

Just between us, we understand that Bill verbally told a staff member to not give us more data. I'm not sure he would admit that but just thought you should know.

Jim

Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: May, Brice
Sent: Wednesday, July 10, 12:05 PM
Subject: RE: Pima CC
To: Knutson, James

Jim,

See below. This is the last update we have. Comments or Items in Red Print were sent on May 29th.

Let me know if any questions,

Brice May
Account Manager
Trane Commercial Systems
4520 S. Coach Dr
Tucson, AZ 85714

Mobile: (480) 773-5905
Email: brice.may@irco.com

From: May, Brice <Brice.May@irco.com>
Sent: Wednesday, May 29, 2019 12:49 PM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: RE: Arizona CS Projects Call

See items in Red.

From: May, Brice <Brice.May@irco.com>
Sent: Tuesday, April 9, 2019 10:50 AM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: RE: Arizona CS Projects Call

Jim,

See below for a summary of the meeting on 4-2-19 with David Davis/Mike Posey, and the information requested to date.

Information requested to date:

Mechanical/Electrical/plumbing Drawings of the buildings if available (or we can come make copies of them) – **Downtown campus received on 5-14, West campus not received (multiple requests)**

Current fire evacuation plans – **Not Received, original request only**

We would look at Ice Storage, Battery Storage and other Renewable Energy options – **N/A**

Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with Trane as a partner should our project meet all desired goals of PCC stakeholders – **N/A**

Water Bills--1 month will suffice; however, 12 months will enable us to conduct a full water balance. – **West Campus received on 5-23, unable to view due to lack of access to Google Drive (requested access 5-24). Downtown Campus received on 4-8, unable to view due to lack of access to Google Drive (requested Drive access on 5-22)**

If you don't have access to water bills at this juncture, please identify the water/ sewer utility and schedule they fall under.

Occupancy—Attending students, staff counts, and visitors counts will provide accurate usage data. **NOT received, original request only**

If attendance and staff data are not available, please provide what you have.

Copy of the Smith Group 10 year plan – **Received 4-9**

Copy of the GLHN consultation report – **NOT received, original request only**

Signed Letter of Authorization for Trane to request/collect energy/gas usage data on your behalf (attached) – **Received 4-17, had to request utility specific release forms on 5-16 (not received)**

Agreement to answers to additional information and questions moving forward – **N/A**

Note – David Davis has been out on Vacation for the last 2 weeks. He has been working from home on trying to get us access to the Drives.

Highlights from the meeting on April 2nd:

David is required to ask for permission to request the info listed above – at this point, I have received gas bills for East Campus and West Campus (he mentioned that this would take some time to gather)

Current front end campus wide – Allerton (Compass Essentials)

Provided PCC's official Controls Spec (attached)

Currently a mix of Allerton/Delta/Inet controls across all campuses

West Campus – no schedule used, no economizing/temp resets or ECM's in general

West Campus – Automation infrastructure issues; frequent comm loss issues that knock out entire system

Talk soon,

Brice May

Account Manager

Trane Commercial Systems

4520 S. Coach Dr

Tucson, AZ 85714

Mobile: [\(480\) 773-5905](tel:(480)773-5905)

Email: brice.may@irco.com

From: Knutson, James <Jim.Knutson@trane.com>

Sent: Tuesday, July 9, 2019 3:50 PM

To: May, Brice <Brice.May@irco.com>

Subject: Pima CC

Hey Brice,

Can you send me the latest info request for the LTP data at PCC and also what we have been given?

If nothing new, send the last one you sent me.

Thanks!

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

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EXHIBIT 32

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: dbea@pima.edu
CC: gwilson@pima.edu
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Please review and let me know if you have any questions. I can be in Tucson this Thursday or Friday if you want to have a follow up visit to our call/meeting last week.

Best,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Lee, Jeremy <Jeremy.Lee@trane.com>
Sent: Monday, July 15, 2019 12:54 PM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: RE: MOU

Jim,

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I'd like to copy Scott Albin 469-744-8402 on this e-mail. He works directly with OMNIA partners / U.S. Communities on their higher education team and is a great resource to utilize. Trane is the HVAC and services supplier with OMNIA partners, but there are many other vendors with offerings that Pima College can save time and money working with too. Scott can support all of these vendors

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Multiple public entities in Arizona have a history with OMNIA Partners. They are all utilizing the Arizona State Statute endorsing cooperative procurement:

State Statute

Arizona

Title 11 Counties

Chapter 7 Intergovernmental Operations

Article 3 Joint Exercise of Powers

11-951: Definition

For the purposes of this article, the term "public agency" shall include the federal government or any federal department or agency Indian tribe, this state, any other state, all departments, agencies, boards and commissions of this state or any other state, counties, school districts, cities, towns, all municipal corporations, and any other political subdivisions of the state or any other state.

11-952: Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties, except that if two or more school districts arrange to become contracting parties under the terms of this section, such contract shall first be approved by the state board of education.

Compliance validation

Our process for supporting an owner request to validate pricing and compliance is to supply them with an example of the (attached). This was a \$4.9M project we fulfilled for Snyder ISD early last year. We supply multiple letters like this weekly. [Heim Lantz](#) is a true 3rd party CPA firm that evaluates the scope of work and validates against the terms of our contract.

Overview of the Program

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Portfolio OMNIA Partners has the most robust portfolio of quality contracts in the cooperative space. Our agreement portfolio has everything your organization needs to run efficiently and effectively.

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With over 170 combined years of public procurement experience and over 300 years of cooperative purchasing experience, you can trust that you are in good hands with our team. OMNIA Partners is also a founding member of the National Coalition for Public Procurement.

Process Our contracts are competitively solicited and publicly awarded by a government entity acting as the lead agency. Awards are made utilizing this best practice ensuring maximum value and absolute security with complete transparency of the process.

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OMNIA Partners, Public Sector participation has almost tripled over the past six years. They continue to put the people, processes, and solutions in place to support the needs of public agencies and education institutions nationwide.

Lead Public Agency Model

U.S. Communities utilizes a "Lead Public Agency" model, meaning all U.S. Communities contracts are competitively solicited through a sealed bid process by a public agency (Lead Public Agency) and made available to all eligible agencies nationwide (participating public agencies). The Lead Public Agency, with the assistance of an evaluation team comprised of purchasing professionals from other public agencies, completes the full solicitation and award process. As a result, all contracts offered through U.S. Communities have been awarded in a fair and competitive manner by government, for government, with no awards influenced in any manner by U.S. Communities. The Lead Public Agency then manages the contract for the entire term and is available to answer any participating public agency questions or concerns and provide additional documentation if necessary. Working alongside the LPA, U.S. Communities holds quarterly reviews with the contracted vendor(s). In addition to these reviews, a third party firm, Heimlantz, is contracted to verify the contract pricing integrity.

Some examples of Lead Public Agencies include Fresno Unified School District, CA, Fairfax County, VA, Harford County Public Schools, MD, County of Los Angeles, CA, and the City of Seattle, WA. All solicitations, master agreements and supplemental documents are available on the U.S. Communities public website.

Advertising

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Awards: Lowest Bidder/Best Value

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The advantage of U.S. Communities to owners is to avoid the time and expense of re-soliciting for each individual participating entity. Writing specifications, evaluating bids, considering value engineering, and dealing with the frustrations of low cost manufacturers that do not perform can be a costly use their time. U.S. Communities allows them to select a manufacturer and utilize competitively bid pricing to make a true life cycle decision and quickly move to procurement. U.S. Communities is currently processing orders from over 55,000 participating entities. Each solicitation contains language that advises all suppliers that the contract may be used by other government agencies throughout the United States. This language is based on the lead jurisdiction "Joint Powers Authority" or "Cooperative Procurement Authority." Each solicitation is publicly advertised and includes specific notice and instruction that includes a deadline of when responses will be received. Trane's contract includes three main components including OEM Trane equipment, ancillary supporting equipment and materials including lighting, and labor. The labor is supplied by a specific labor rate per category and the volume of hours is governed by RS Means. There is also a labor coefficient specific to your area to adjust the labor to a competitive level. Also, when the labor portion of a cooperative procurement solution is compared to a traditional bid or RFP process, there are inherent additional savings including reduced general contractor mark up, reduced project schedule, and better service to the owner with one point of contact being Trane.

The owner should not be required to bid the labor again on the specific job, since Trane has already bid the labor nationally via the Lead Public Agency Process.

The process is:

- Open—to everyone, no preference
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- Assist entities in maintaining the essential controls for budget and accounting purposes.

Thanks,

Jeremy Lee (913) 208-8215



Ingersoll Rand Family of Brands



From: Knutson, James <Jim.Knutson@trane.com>
Sent: Sunday, July 14, 2019 7:16 PM
To: Lee, Jeremy <Jeremy.Lee@trane.com>
Subject: Re: MOU

Jeremy,
I'd love to see your response for Pima CC. I'd like to get it to David Bea so we can schedule a follow up meeting.
Thanks
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Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

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LET'S GO BEYOND™

EXHIBIT 34B

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: dbea@pima.edu
CC: gwilson@pima.edu
Date: 7/15/2019 12:23:30 PM
Subject: FW: MOU
Attachments: [Snyder ISD - Cert Letter - 039 - PDF.pdf](#)
[PROD-SLB033-EN_04182019.pdf](#)

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Jeremy Lee (913) 208-8215



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To: Lee, Jeremy <Jeremy.Lee@trane.com>
Subject: Re: MOU

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Ingersoll Rand family of brands: Club Car ®, Ingersoll Rand ®, Thermo King ® and Trane ®



LET'S GO BEYOND™

EXHIBIT 35

From: "David Bea" <dbea@pima.edu>

To: Jim.Knutson@trane.com

CC: kshill1@pima.edu

Date: 7/18/2019 7:42:53 PM

Subject: Re: Talk today or tomorrow?

Sounds good. Talk to you tomorrow

Dave

Sent from my iPhone

On Jul 18, 2019, at 6:45 PM, Knutson, James <Jim.Knutson@trane.com> wrote:

Thanks David. I'll send an invite for 12:30 PM so I hope you can at least grab a sandwich!

Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: David Bea <dbea@pima.edu>

Sent: Thursday, July 18, 2019 2:22:00 PM

To: Knutson, James

Cc: Keri Hill

Subject: Re: Talk today or tomorrow?

Alert: This is an external email.

Yes, that would be good.

I'm available between noon and 1pm (Pacific time) for sure and likely have some additional time later in the afternoon but can't commit to specific times right now as we are trying to schedule a couple of calls with board members.

-Dave Bea

Sent from my iPhone

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Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

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EXHIBIT 36

From: "David Bea" <dbea@pima.edu>
To: Jim.Knutson@trane.com
CC: kshill1@pima.edu
Date: 7/18/2019 1:22:00 PM
Subject: Re: Talk today or tomorrow?

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Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

EXHIBIT 37

From: "Knutson, James" <Jim.Knutson@trane.com>

To: dbea@pima.edu
kshill1@pima.edu

CC:

Date: 7/18/2019 7:45:09 PM

Subject: Follow Up Visit

EXHIBIT 38

From: "Knutson, James" <Jim.Knutson@trane.com>
To: gwilson@pima.edu
CC:
Date: 7/18/2019 8:00:52 PM
Subject: FW: Talk today or tomorrow?

FYI – Set to talk to David at 12:30 PM AZ time tomorrow.

Jim Knutson
Director, Integrated Solutions
Trane Commercial Services
Direct/Mobile/Text: (303) 349-4281
Email: Jim.Knutson@Trane.com

From: David Bea <dbea@pima.edu>
Sent: Thursday, July 18, 2019 8:43 PM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: Keri Hill <kshill1@pima.edu>
Subject: Re: Talk today or tomorrow?

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Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

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EXHIBIT 39

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: gwilson@pima.edu
CC:
Date: 7/19/2019 6:02:13 AM
Subject: Re: FW: Talk today or tomorrow?

One last comment. My best guess at the moment is that if we can start with the IGA on the existing campuses. We can find \$3M or more to contribute to new facilities systems AND create the living labs simultaneously.
ttyl

Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Knutson, James
Sent: Friday, July 19, 2019 6:47:03 AM
To: Wilson, Greg <gwilson@pima.edu>
Subject: Re: FW: Talk today or tomorrow?

Thanks Greg.

Just a heads up President Dr. Patty Erjavek from Pueblo Community College signed their IGA contract with us yesterday for their three campuses! Their architect and engineering team is also designing a VRF (ductless) system for their major medical training center renovation that we plan to be a phase two of the IGA.

<https://www.coolingpost.com/world-news/mitsubishi-trane-units-now-available-in-us/>

<https://www.trane.com/commercial/north-america/us/en/products-systems/equipment/ductless/vrf.html>

This is the new high efficiency HVAC system that we need to turn into a lab as discussed with you on your new buildings.

We would love an audience with the design team to potentially integrate a system with your education programs. I can send a better or

more detailed description. I think we can fund a part of this through a new our construction program to help your over budget situation.

We did a nice 45 min overview of this technology with Bill Ward and Michael Smith in Denver. I'm sure they told everyone about that??

Best,
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To: Knutson, James <Jim.Knutson@trane.com>
Subject: Re: FW: Talk today or tomorrow?

Alert: This is an external email.

Good stuff. We'll be meeting about the Center at that time, but I hope it goes well.

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Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: David Bea <dbea@pima.edu>
Sent: Thursday, July 18, 2019 2:22:00 PM
To: Knutson, James

Cc: Keri Hill

Subject: Re: Talk today or tomorrow?

Alert: This is an external email.

Yes, that would be good.

I'm available between noon and 1pm (Pacific time) for sure and likely have some additional time later in the afternoon but can't commit to specific times right now as we are trying to schedule a couple of calls with board members.

-Dave Bea

Sent from my iPhone

On Jul 18, 2019, at 12:34 PM, Knutson, James <Jim.Knutson@trane.com> wrote:

David,

Just connecting to see if you're interested in a follow up call as we briefly discussed last week? Feel free to call or drop me a reply if that works for you.

Thanks!

Jim

Jim Knutson, Director of Integrated Solutions

Ingersoll Rand/Trane

Mobile/Direct: [REDACTED]

Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

EXHIBIT 40

From: "Knutson, James" <Jim.Knutson@trane.com>
To: gwilson@pima.edu
CC:
Date: 7/19/2019 3:01:02 PM
Subject: Fwd: Pima Community College
Attachments: [VRF Elevator Pitch.pptx](#)

FYI. Hope your meetings went well. I had a 90 min visit with David Bea ! Let's talk, maybe Monday?
Jim

Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Eitemiller, Evan <EvanP.Eitemiller@trane.com>
Sent: Friday, July 19, 2019 3:20:39 PM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: RE: Pima Community College

Jim,

See attached.

Thanks,

Evan Eitemiller
VRF Specialist – Rocky Mountain District
Trane - Ingersoll Rand Climate Solutions
Office: 303.209.3221
Mobile: 720.434.7223
email: evanp.eitemiller@trane.com



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From: Knutson, James
Sent: Friday, July 19, 2019 7:08 AM
To: Eitemiller, Evan <EvanP.Eitemiller@trane.com>
Subject: Pima Community College

Evan,
Can you send me a copy of the overview VRF PPT you gave to the Pima Community College guys or Regis University Dir?
Thanks.
Jim

Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

EXHIBIT 41

From: "Lambert, Lee" <llambert@pima.edu>

To: Jim.Knutson@trane.com

CC: PArchambault@trane.com

dbea@pima.edu

ddore@pima.edu

Michael.Hines@irco.com

gwilson@pima.edu

Date: 7/22/2019 8:09:16 PM

Subject: Re: NC3 Attendee List

Hi Jim, we look forward to seeing you on Wednesday. David and I arrive tomorrow evening. Let's connect Wednesday. Lee

On Mon, Jul 22, 2019 at 5:47 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee and David,

I hope your summer and travel has been going well! I'm very much looking forward to seeing you both in Wisconsin!

If time allows, it would be great to meet on Wednesday PM maybe prior to the facility tour or at dinner or after? Otherwise let me know what might be good for you. (I arrive at 10:00 AM Wed in Milwaukee)

Also, David, Bea and I have had some very good conversations and I'm very excited to see first-hand and discuss the Trane Energy Lab and the Campus Wide Living Lab ideas with you.

Best,

Jim

PS: I'm attaching a copy of the attendee list. What an exciting group!

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Archambault, Patrick <PArchambault@trane.com>

Sent: Friday, July 19, 2019 12:04 PM

To: Knutson, James <Jim.Knutson@trane.com>

Subject: RE: Attendee List

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

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EXHIBIT 42

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: llambert@pima.edu
CC: PArchambault@trane.com
dbea@pima.edu
ddore@pima.edu
Michael.Hines@irco.com
gwilson@pima.edu
Date: 7/22/2019 9:22:19 PM
Subject: Re: NC3 Attendee List

Thanks. Sounds good. Safe travels.

Jim Knutson, Director of Integrated Solutions
Ingersoll Rand/Trane
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Lambert, Lee <llambert@pima.edu>
Sent: Monday, July 22, 2019 9:09:16 PM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: Archambault, Patrick <PArchambault@trane.com>; David Bea <dbea@pima.edu>; Dore, David <ddore@pima.edu>; Hines, Michael <Michael.Hines@irco.com>; gwilson@pima.edu <gwilson@pima.edu>
Subject: Re: NC3 Attendee List

Alert: This is an external email.

Hi Jim, we look forward to seeing you on Wednesday. David and I arrive tomorrow evening. Let's connect Wednesday. Lee

On Mon, Jul 22, 2019 at 5:47 AM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee and David,

I hope your summer and travel has been going well! I'm very much looking forward to seeing you both in Wisconsin!

If time allows, it would be great to meet on Wednesday PM maybe prior to the facility tour or at dinner or after? Otherwise let me know what might be good for you. (I arrive at 10:00 AM Wed in Milwaukee)

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Best,

Jim

PS: I'm attaching a copy of the attendee list. What an exciting group!

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

From: Archambault, Patrick <PArchambault@trane.com>

Sent: Friday, July 19, 2019 12:04 PM

To: Knutson, James <Jim.Knutson@trane.com>

Subject: RE: Attendee List

Jim Knutson

Director, Integrated Solutions

Trane Commercial Services

[445 Bryant St., Unit 5](#)

[Denver, CO 80204](#)

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com

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LET'S GO BEYOND™

EXHIBIT 43

From: "Knutson, James" <Jim.Knutson@trane.com>

To: dbea@pima.edu

CC:

Date: 7/23/2019 10:24:28 AM

Subject: Follow Up Call

David,

Thanks again for the good visit last week. I'll send you feedback I got from my Account Manager and our Energy Engineer on the data requests and responses from the past month or two. We can discuss on Friday if you'd like.

Friday call discussion items:

1. Energy, Water data response or not.
2. Also, I'm curious if you had a chance to visit with Lee and how that discussion went? (I'll be with him and David Dore tomorrow thru Thursday in Kenosha WI at the NC3 Leadership Summit.)
3. Any questions or thoughts on the Omnia/US communities GPO email and information that Jeremy Lee provided?
4. If so, I can get you an Investment Grade Audit draft contract and pricing. We are budgeting about \$0.12 per square foot (includes solar and other operating cost evaluation aspects) not the 15 to 20 cents as I had mentioned that was the example I mentioned that the State of Colorado mandates. Again, this cost is typically funded out of savings during the construction phase.
5. Next steps and meeting dates?
 - a. I can be in Tucson anytime on Aug 1st or AM of the 2nd, or August 9th if you want to meet in person to review any existing building, energy lab and new building system options.
 - b. I'd like to also schedule a meeting with you, Lee, DD, maybe Ian and Greg on the 14th of August as my National Education Director, Mike Hines will be with me in AZ for a few days and we would like to discuss details of the three phased approach we discussed. (Aug 14th or 15th could work but the 14th is better for us.)

Let me know if this meeting time is not good. (the earlier in the day is better for me if you still have an opening).

Best,

Jim

EXHIBIT 44A.&.B

From: gwilson@pima.edu
To: jim.knutson@trane.com
CC:
Date: 8/8/2019 10:20:01 AM
Subject: Accepted: New Construction/Learning Lab HVAC Options and Trends@ Wed Aug 14, 2019 1pm - 2:30pm (MST) (Knutson, James)
Attachments: [invite.ics](#)

gwilson@pima.edu has accepted this invitation.

New Construction/Learning Lab HVAC Options and Trends

When Wed Aug 14, 2019 1pm – 2:30pm Mountain Standard Time - Phoenix

Where Pima CC Downtown Campus (Meeting Room TBD) ([map](#))

Calendar Knutson, James

Who

- Knutson, James - organizer
- gwilson@pima.edu - creator, optional
- Archambault, Patrick - optional
- Hines, Michael - optional
- Dore, David - optional

Attachments [image002.png](#)
[image004.png](#)
[image009.png](#)

Greg,

As per our brief discussions on your new building systems over the past few months, we know you are just beginning to plan for the new construction system designs. Thus, as this window of time is short, are offering to discuss and present some initial ideas and insight to technology trends and impacts on areas such as; the learning environment, construction costs, energy efficiency, operating costs and various technology and control strategies. We hope to help you integrate potential learning lab designs that will not only condition your new facility for today but can also easily adapt to building load and learning condition changes over time.

Additionally, it only makes sense to leverage your new construction investment to allow for simultaneous and "state of the art" learning lab opportunities for students.

Please feel free to invite others whom you feel would benefit from this overview.

Best,

Jim

[cid:image002.png@01D5460A.770A5200]

[cid:image004.png@01D5460A.770A5200]

[cid:image009.png@01D5460A.770A5200]

Invitation from [Google Calendar](#)

You are receiving this courtesy email at the account jim.knutson@trane.com because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at <https://www.google.com/calendar/> and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to send a response to the organizer and be added to the guest list, or invite others regardless of their own invitation status, or to modify your RSVP. [Learn More](#)

EXHIBIT 45



Fwd: Request for Letter To Proceed

2 messages

----- Forwarded message -----

From: **Lambert, Lee** <llambert@pima.edu>

Date: Tue, Feb 19, 2019 at 9:05 PM

Subject: Re: Request for Letter To Proceed

To: Knutson, James <Jim.Knutson@trane.com>

Cc: Archambault, Patrick <PArchambault@trane.com>, Bill Ward <wward@pima.edu>, Dan Ramirez <dan.ramirez@nc3.net>, Dore, David <ddore@pima.edu>, Michael McAlice <michael.mcalice@nc3.net>, Wax, Rob <Rob.Wax@trane.com>, gwilson@pima.edu <gwilson@pima.edu>

Hi Jim, thanks for sending this request. As discussed, Pima would like to proceed. I am copying Vice Chancellor Bill Ward on this reply. He will work with you and your team to receive the requested information. Please let me know if there is anything else you need me to do at this time. Best, Lee

On Tue, Feb 19, 2019 at 5:14 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Lee and Greg,

This email is our request for a Letter To Proceed (LTP) for Trane to produce a Preliminary Assessment for PCC at the Downtown Campus and West Campus, and all I need in return is an email from you agreeing to the terms in this email.

As we spoke about last week, Trane is willing to commit resources and is looking forward to evaluating the facilities at PCC's Downtown and we would like to add the West Campus as well. After our meeting, our technical team mentioned we have Trane systems on the West Campus and we have some great additional savings options to evaluate for you.

Thus, we will investigate utility data and provide a high level on site review to determine if there is a potential self-funding, cash flow positive energy project at the campus. It will include potential improvements such as: upgrades to energy & water consuming infrastructure, reduce utility expenditure, reduce operational & maintenance cost, provide new technologies and potential programs, increase resiliency, aid in compliance, and put some bottom line dollars back in the bank.

For us to continue the process we would look for confirmation of the following items:

Agreement that Pima Community College gives permission to Trane to proceed with a Preliminary Energy Assessment at no cost to PCC and permits Trane to evaluate its facilities and utility bills to see if there is a possible self-funding energy project to upgrade their infrastructure. We may add some temporary measurement devices (with your approval) or systems for data collection.

- Mechanical/Electrical/plumbing Drawings of the buildings if available (or we can come make copies of them).
- Current fire evacuation plans.
- We would look at Ice Storage, Battery Storage and other Renewable Energy options
- 24 - 36 months of utility bills (electricity, water, gas)
- Agreement to answers to additional information and questions moving forward.
- Commitment to offer Trane time to present and review our proposed project and financial structure with the intent or working with Trane as a partner should our project meet all desired goals of PCC stakeholders

This is a formal request that we need to proceed, but is not a binding contract. As the Chancellor of PCC, your email reply in agreement to these items is all we need. Once we have this information, we can invest the necessary resources to continue our preliminary development for PCC. We expect a 60 to 90 day period for us to collect, evaluate and put together our report after we receive the utility data. Please let me know of any questions or concerns at any time.

Thank you again for the opportunity to work together and build upon a partnership between our organizations!

Very Truly Yours,

Jim

Jim Knutson

Director, Integrated Solutions

Trane Ingersoll Rand

445 Bryant St., Unit 5

Denver, CO 80204

Direct/Mobile/Text: (303) 349-4281

Email: Jim.Knutson@Trane.com



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Trane- PCC IGA Ccontract-Updated Revisions 6.15.2020 with Exhibits FINAL.docx
170K

maria garcia <jlgarci1215@gmail.com>
To: [REDACTED]

Wed, Oct 14, 2020 at 11:58 AM

[Quoted text hidden]



Trane- PCC IGA Ccontract-Updated Revisions 6.15.2020 with Exhibits FINAL.docx
170K

EXHIBIT 46



Ward, Bill <wward@pima.edu>

Fwd: Trane Building Automation

1 message

Ward, Bill <wward@pima.edu>
To: David Dore <ddore@pima.edu>

Tue, Oct 1, 2019 at 11:06 AM

FYI.

-Bill

William R. Ward II
Vice Chancellor, Facilities & College Police
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
(520) 206-2736 fax.



----- Forwarded message -----

From: **Davis, David** <ddavis57@pima.edu>
Date: Tue, Oct 1, 2019 at 11:01 AM
Subject: Trane Building Automation
To: Mike Posey <mposey@pima.edu>
Cc: Bill Ward <wward@pima.edu>

As you are aware of I asked for proposals from Trane for a retrofit of building automation at the Downtown RV building. I also asked for a proposal for interface software and configuration to support PCC BACnet devices. This was originally to be a pilot project to evaluate Trane controls on a single building before signing on for further use. When I received the proposal I found the price to be high compared to similar projects completed very recently in other PCC buildings by ACC (Arizona Control Contractors) using Delta controls. For this reason I asked ACC to provide proposals for the identical projects.

ACC installed and configured Delta software = \$9,239.00
Trane installed and configured Trane software = \$ 14,631.00
Trane proposal is approximately 37% more.

Trane installed Trane retrofit of DT RV automation = \$ 111,623.00
ACC installed Delta retrofit of DT RV automation = \$83,762.00
Trane proposal is approximately 25% more.

Although first cost is important, the District HVAC shop has a larger issue regarding the brand of control product used in PCC facilities. We have invested significant time in becoming experts in the installation, configuration, and programming of the Delta product. We also have factory tech level access to documentation and support materials. ACC's Tucson office has 35+ technicians who have provided excellent technical support of their products when needed.

The District HVAC shop also interacts with the Tucson Trane office and uses Trane technical documents to support Trane mechanical equipment. The Trane office has nowhere near the available technical resources found at ACC. As a result there is a significant lag in support when needed. The access to Trane documentation is also nowhere near where it is with the Delta products.

In short, the District HVAC shop is concerned that a switch to Trane automation will bring about an increase in outage time and will be an impairment to the support and proper operation of PCC building automation systems. This will in turn result in increased cost and site support needed by Trane technicians.

--

David Davis, CEM, CDSM - Energy Resource Manager
Pima Community College - M&S
6680 S. Country Club Rd, Tucson, AZ 85709-1810
520 206-2631

EXHIBIT 47

Request for Proposal

Comprehensive, Integrated Energy Management Program

Pima County Community College District (“**College**”) is seeking proposals from qualified firms for a comprehensive, integrated energy management program

The deadline for receipt of sealed proposals is: **December 18, 2019 at 3:00 PM (Arizona Time)**. Sealed proposals must be received by this deadline at the following location:

Pima County Community College District
Finance / Contracts & Purchasing
4905D East Broadway, Room D-232
Tucson, Arizona 85709-1420

Any proposal received after the date and time listed above will be returned and will not be considered.

Questions pertaining to this Request for Proposal (“**RFP**”) must be communicated in writing and be received via email, listed below, by **November 13, 2019 at 3:00 PM (Arizona Time)**. Questions shall include the specified Buyer’s name and proposal number, a reference to the appropriate page and section number of the RFP. Questions and answers will be posted on the College’s webpage listed below by **November 27, 2019 at 5:00 PM (Arizona Time)**:

Jan Posz
do-bids-proposals@pima.edu

Copies of this RFP, questions and answers, and any related documents are available at:
<http://www.pima.edu/administrative-services/purchasing/current-requests-for-proposals-bids-quotes.html>

Accommodations for People with Disabilities. If the vendor or any of the vendor’s employees participating in this RFP need, or have questions about the College’s accommodations for people with disabilities, please make arrangements with the specified College buyer, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

Jan Posz, C.P.M.
Sr. Procurement Analyst
Pima County Community College District
4905 East Broadway, Room D-232
Tucson, Arizona 85709-1420



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Section 1

Project Summary

1. Request for Proposal Summary

Pima County Community College District (“College”) is seeking proposals from qualified firms for consulting services to develop and implement a comprehensive, integrated energy management program in accordance with the Scope of Work specified in this RFP.

- 2. Entity Submitting RFP.** The terms “vendor,” “offeror,” “firm,” “consultant,” “company,” or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

Section 2

Scope of Work

Pima Community College is seeking a qualified firm to develop and implement a comprehensive energy management program, to include system controls and equipment and training services for integration into the Center of Excellence of Applied Technology, including (but not limited to) the following expectations:

- Assessing current systems and equipment to develop lifecycle replacement plans for systems, controls, and equipment in a large multi-location organization
- Establishing and tracking sustainability and energy and cost reduction goals
- Identifying and/or providing funding sources and financing options suited to the College's needs
- Implementing smart technology and data analytic platforms to monitor efficiency and optimize system performance
- Designing and implementing living labs, including integrating industry-standard technology and training into academic curricula and facilitating hands-on, experiential learning opportunities for faculty and students
- Promoting program awareness and accomplishments via interactive web-based dashboards, publications, etc.

The College is seeking responses that show experienced, capable firms/provider(s) that have provided the full suite of services to colleges, universities, or analogous organization.

Include in your response:

1. Description of the Firm, who will be involved in the project, etc.
2. Detailed evidence of experience conducting comprehensive energy systems and equipment assessments and developing practical replacement and lifecycle plans, nonproprietary equipment and engineering capabilities, in the form of projects completed.
3. Detailed evidence of ability to develop a sustainable energy management program within the College's Facilities operations (performance contracting would fall within this)
4. Detailed evidence of experience implementing data analytics and business intelligence platforms to optimize energy management
5. Detailed evidence of experience partnering with academic organizations to develop integrated academic programs, incorporating industry standards and certifications.

Responses must include contact names, phone numbers and email addresses of individuals that are currently connected to these projects, noting the corresponding number above.

Section 3

Proposal Preparation and Submittal

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including the Scope of Work, sample Agreement for Services, College's insurance requirements, and all laws, regulations and other factors affecting the firm's performance. The firm is responsible for fully understanding the requirements of a subsequent contract, and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

Proposals must conform to all requirements stated below. **Disregarding these requirements will result in disqualification of the proposal:**

- A.** All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm's name.
- B.** It is the responsibility of the firm to ensure that proposals are received in the office of the College Director of Contracts & Purchasing by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email) or telegraph.
- C.** The firm proposal package must consist of both, one (1) original hard copy of the proposal, clearly marked "Original" and **one (1) digital (PDF) copy of the proposal on a USB flash drive.**
- D.** All proposals must be typewritten on standard paper size (8½ x 11 inches), and must include page numbers.
- E.** The proposal shall incorporate the forms provided in this RFP package. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.
- F.** The proposal should be organized in sections as outlined below:

1. Cover Letter

All proposals must include a cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College. The cover letter must also identify the primary contact for this proposal and include the College's RFP number found within this RFP. The cover letter should express the firm's interest and serve as an executive summary of the proposal. Claims of proprietary information must be included in the cover letter.

2. Proposal Form

All proposals must include the complete Proposal Form signed by a person or an official authorized to commit the firm to a contract with College.

By signing the Proposal Form the offeror certifies that the submission of the proposal did not involve collusion or other anti-competitive practices; that the offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted

proposal. The Offeror also certifies whether it is a small business under the federal regulations, and if so, the category of eligible small business.

3. Cost Proposal

The offeror shall complete the Cost Proposal Form included in this RFP (Section 6), or in alternative, use the enclosed Form as a guide in completing its own cost proposal, and shall submit such detailed Cost Proposal together with its original proposal packet. The Cost Proposal shall conform to the following guidelines:

- a. Prices shall be shown by item and individually extended, unless otherwise indicated. In case of a conflict between unit price and extension, unit price prevails.
- b. Proposals that include equipment or materials should include itemized sales tax in the amount of your proposal; Proposals for services only, are not taxable. Note, the College is not exempt from paying State and local transaction privilege tax (sales tax).
- c. Prices for services shall be listed hourly, including the total cost and the total number of hours required to complete the services, and, if applicable, any individual category of the services.
- d. For multi-year projects, include the total annual cost for each service.
- e. Provide detailed explanations of any assumptions that the offeror made in calculating the project costs in order to provide sufficient information for the College to be able to prepare a detailed cost analysis and comparison.
- f. Identify when the offeror proposes to invoice the College (e.g., progress payments, milestone, weekly, monthly, etc.).
- g. Indicate if any items are optional and specify them in a separate section(s).
- h. The college is interested in responses that address both a financing options as well as non-financing options

The College expects that all costs are included in the overall fee for services proposed, and that there will be no additional expenses billed to the College for any reason.

4. Qualifications

The proposal must describe the firm's qualifications to provide the requested products and/or services, and include the following:

- a. Description of the nature of the firm's business; include a description of experience, competencies, and overall organizational capabilities.
- b. Corporate organization chart indicating key management team members.
- c. Number of years in business.
- d. Description of the firm's capabilities to provide the requested product(s)/service(s).
- e. Description of the project staff structure, the background, qualifications and relevant experience of all staff involved in the project, including length of time at contractor; include the responsibilities that each staff member will have during the execution of this project.
- f. Overview of approach and description of methodology to be used.
- g. Description of project structure and detailed project timelines and phases (if applicable).

- h. References: The offeror must provide three (3) independent references from three (3) different projects of similar scope, nature, and complexity to that requested by the College. The College prefers educational or governmental entity references. Each of the references must include the following information:
- i. Entity Name
 - ii. Industry Type
 - iii. Address, City, Province/State/Country
 - iv. Contact Name, Title, Phone Number, and Email address
 - v. Year(s) service(s) provided
 - vi. Comments (include details regarding the current status of the product/service provided by offeror)

5. Response to Scope of Work

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFP.

Any exceptions to the requirements of this RFP that the firm requests the College to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement, including page and section number. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal.

6. Exceptions to College's Agreement for Services.

Offeror should NOT include its own standard form of agreement with the proposal. The College's Agreement for Services (including the Insurance Requirements, general and supplemental Terms and Conditions) will be used to consummate any resulting agreement between the College and successful offeror. (See Sample Agreement in Section 7). Any exceptions requested from the College' Sample Agreement must be included in this section, using the Exception Form provided.

NOTE: interested offeror is expected to engage in good faith negotiations with the College and, as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy exceptions lists or requests for exceptions to non-negotiable contract provisions (e.g., state-mandated requirements; federal compliance, etc.) will not be considered. (See also Paragraph 9).

7. Offeror's Proprietary/Confidential Information

In the event the offeror elects to include in its proposal any information deemed "proprietary" or "protected," it shall package such information separately from the balance of the proposal and clearly mark as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the offeror.

8. Certifications

Include all Mandatory Certification Forms with the proposal. By signing the Certification Forms the offeror certifies (1) whether or not an employee of the College has, or whose relative has, a substantial interest in any agreement subsequent to this RFP; (2) whether it does not and will not engage in boycott of Israel activities; (3) whether it complies with the legal worker verification requirements; (4) the status with regard to debarment, or suspension by any governmental entity; and (5) anti-lobbying certification and disclosure.

9. Appendix

The Proposal Appendix must include all of the applicable:

- a. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.
- b. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.
- c. If any customer has stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.
- d. If the firm utilizes an Order Form, Sales Form or similar document for placement of orders under an existing agreement, include sample form in this section. **No ordering form to be used during the awarded contract term may contain provisions contradicting or conflicting with the underlying agreement.** (See also Paragraph 7).
- e. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. **The services provided under the Scope of Work proposed, in part or in whole, shall not be subcontracted without prior written permission of the College.**

Section 4

Selection and Contract Award

Selection Process and Criteria

Proposals will be evaluated based on the requirements set forth in the RFP. Selection of the firm(s) will be at the discretion of the College and will be based on the proposal that the College deems to be the most responsive and responsible and serves the best interests of the College.

Selected offeror(s) may be required to make on-site oral and visual presentations or demonstrations at the request of the College. The College will schedule the time and location for any presentations. Costs and equipment for such presentations are the responsibility of the offeror. Best and Final offers may be solicited from the pool of finalists prior to selection of the successful firm.

Proposals will be reviewed by the College Selection Committee and will be evaluated based on the following criteria and points allotted, maximum point value listed for each criteria.

1. Appropriate Market Sector Experience/Expertise **35 Points**
2. Project Management and Coordination **25 Points**
3. Experience integrating systems into training experiences and marketing opportunities **10 Points**
4. Project Personnel and Staffing **10 Points**
5. Cost/Price Proposal **10 Points**
6. References **10 Points**

Contract Award

It is the intent of the College to negotiate and enter into a written agreement with the selected firm or firms. College's standard form (sample provided in Section 6) will be used for any resulting agreement with selected firm. The term of the resulting agreement may range from one to any number of years, but may not exceed a continuous ten-year period including the renewals.

Extended Contract; Cooperative Purchasing

The College is an active member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Cooperative Agreement. Under the SAVE Agreement, and with the concurrence of the successful Proposer, other members of SAVE may access any subsequent contract resulting from this solicitation. If the proposer does not want to grant such access, it must be stated in its proposal. In the absence of a statement to the contrary, the College will assume that access is granted by the proposer to any subsequent agreement/contract.



Section 5

RFP Completion Checklist

This checklist is a summary of some of the required components of the RFP. It is provided as a convenience to offerors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the offeror to submit complete and compliant proposals.

- Cover Letter**
- Proposal Form (refer to Section 6)**
- Cost Proposal Form (refer to Section 6)**

- Qualifications**
- Response to Scope of Work**
- Exceptions Requested Form (refer to Sections 6 and 7)**
- Completed and Signed Certification Forms (refer to Section 8)**
- Appendix, if applicable**

Section 6
Proposal Form

Date _____

Proposal of _____,
(Company Name)

- a corporation organized and existing under the laws of the State of _____;
- a partnership, registered in the State of _____, and consisting of _____;
- an individual trading as _____, located at _____

This Proposal is submitted in response to RFP No. _____, _____
[provide title or brief description]

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for responses to the RFP.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date:
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned hereby certifies that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that your firm (check the appropriate areas):
 women-owned business; minority-owned business; labor surplus area firm

does **or** does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102).



If it does, please “CHECK” one of the following:

- small business; veteran-owned small business; service-disabled veteran-owned small business;
- HUB Zone small business; small disadvantaged business; or women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFP.

(Offeror’s Full Legal Name)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Phone)

(Federal Taxpayer ID Number)

Section 6 (continues)
Cost Proposal Form

(See specific requirements for this Form in Section 3, Paragraph 3.

Note: All costs shall be included here; No additional expenses shall be billed to College for any reason).

The college is interested in responses that address both a financing option as well as non-financing option

Please include your hourly rate for additional services as needed.

Section 6 (continues)
Exceptions Requested Form

After carefully reviewing the College's sample agreement (See Section 7), the offeror: (*select one only*)

Requests no exceptions

Requests the following exceptions:

For each exception, the offeror shall provide all of the following information: **(i) Name of the Document/Attachment; (ii) Page and Paragraph Number; (iii) Exception; (iv) Justification for Exception.** Blank, unjustified, or unsupported requests will be disregarded.

Section 7 Sample Agreement

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made as of _____, 2018 (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and _____[insert Contractor’s full legal name]_____ (“**Contractor**”), a(n) _____[insert Contractor’s State of incorporation/registration]_____corporation, with a principal place of business at _____[insert complete address]_____.

RECITALS:

- A. Contractor is a successful offeror under the College’s request for proposal (RFP # _____)
- B. This Agreement is funded, in whole or in part with federal funds under _____.

NOW, THEREFORE, in exchange of mutual promises and other valuable consideration, the parties agree as follows:

1. SERVICES

1.1. Subject to the terms and conditions stated in Attachment A and, if applicable, Attachment E, attached to and made part of this Agreement, Contractor shall provide College the _____ services (“**Services**”). Attachment B, which is attached to and made part of this Agreement, provides detailed description of the Services, including the Scope of Work, to be performed by Contractor.

1.2. As part of the Services, Contractor shall deliver to College all goods, reports, documents and other materials (“**Deliverables**”) as set forth in Attachment B.

2. COMPENSATION

In exchange for the Services, College shall pay Contractor as compensation the total amount of _____ (\$_____) dollars, as and when set forth on Attachment C, which is attached to and made part of this Agreement. Unless states expressly in Attachment C, Contractor shall be solely responsible for all expenses it incurs in connection with the Contractor’s obligations under this Agreement.

3. TERM

The term of this Agreement shall commence on _____, 2018 and, unless terminated earlier pursuant to Section 4 of this Agreement or as stated in the terms and conditions, expire [on the _____, 201_] (“**Term**”).

4. TERMINATION

4.1. **Termination for Cause.** Notwithstanding the Term, College reserves the right to terminate this Agreement in whole or in part due to the failure of Contractor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, licenses and permits, or to make satisfactory progress in performing the

Services. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, the services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-procuring the services.

4.2. **Termination for Convenience.** College reserves the right to terminate this Agreement in whole or in part at any time when in the best interests of College without penalty or recourse. Upon receipt of the written notice, Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to College. In the event of termination under this provision, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and delivered to College. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of termination. Such compensation shall be Contractor's sole remedy against College in the event of termination under this provision.

5. INSURANCE

Contractor shall (and shall cause its subcontractors to) procure and maintain until all of the Contractor's obligations under this Agreement have been discharged or satisfied, including any warranty periods, insurance coverage described in Attachment D, and shall otherwise comply with the requirements of Attachment D, which is attached to and made part of this Agreement.

6. NOTICES

Any notice to be given under this Agreement shall be in writing and sent to the intended party's address indicated below:

To COLLEGE:

Name: _____
Phone: _____
Email: _____
Address: _____

To CONTRACTOR:

Name: _____
Phone: _____
Email: _____
Address: _____

7. ENTIRE AGREEMENT; AMENDMENTS

7.1. This document, including all Attachments constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and understandings, written or oral, between the parties.

7.2. This Agreement shall not be modified, amended, or extended except by written amendment signed by both parties.

[SIGNATURE PAGE CONTINUES]

IN WITNESS WHEREOF, the parties' duly authorized representatives have signed this Agreement on the dates indicated below:

For **COLLEGE**

PIMA COUNTY COMMUNITY COLLEGE DISTRICT:

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

For **CONTRACTOR**

[INSERT CONTRACTOR'S FULL LEGAL NAME]:

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

ATTACHMENTS:

- Attachment A – General Terms and Conditions
- Attachment B – Scope of Work; Deliverables
- Attachment C – Compensation
- Attachment D – Insurance Requirements

ATTACHEMENT A to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. **Contractor's Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of the Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
 - 5.1. Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
 - 5.2. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
 - 5.3. To the extent applicable to the subject matter of this Agreement, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either party to act as agent for the other.
7. **Intellectual Property.**
 - 7.1. **College's Intellectual Property** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
 - 7.2. **Contractor's Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with

the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

- 7.3. College Data** As between the parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College Data**"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

8. Confidentiality

- 8.1.** If, during the Term, either party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other party's business practices, strategies, and technologies, as well as the other party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other party's prior written consent.
- 8.2.** Notwithstanding the preceding paragraph, neither party will have obligation to maintain as confidential the other party's Confidential Information that the party can show: (i) was already lawfully in the possession of or known by the party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the party from a third party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other party sufficient to allow that party to contest such order; or (v) is approved in writing by the party for release or other use.
- 8.3.** Upon expiration or termination of this Agreement, the parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the party's possession or under the party's control, and shall either (i) promptly return such Confidential Information to the other party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.
- 9. Educational Records; FERPA.** College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.
- 10. Public Records.** The parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor party prior to disclosure.

11. Privacy and Security.

- 11.1.** If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or

maintenance of that information meets applicable legal and industry security standards, including qualifying for “safe harbor” rules under applicable data breach laws.

- 11.2. At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College’s information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
- 11.3. Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies.
- 11.4. In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College’s Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
- 11.5. In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College’s Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.
12. **Indemnification.** Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees (“**Indemnitees**”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College’s Confidential Information.
13. **Use of Names; Trademarks.** Neither party shall use the other party’s trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature (“**Marks**”), or the names of the party’s employees in any publicity or advertising material without prior written approval by the other party. Contractor’s use of any College’s Marks, if and when authorized, shall comply with the College’s design and drawing specifications.
14. **Use of College Property.** While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found [here](#). Contractor’s personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.
15. **Compliance Generally.** The parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.
16. **Equal Opportunity; Non-Discrimination.** The parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

- 17. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.
- 18. Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
- 19. Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
- 20. Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
- 21. Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
- 22. Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 23. Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
- 24. Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.
- 25. Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not

discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.

- 26. Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other party or a Contractor to any other party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 27. Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor party in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of then fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, that party is unable to prevent.
- 29. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 30. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 31. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 32. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.



ATTACHMENT B to AGREEMENT FOR SERVICES

SCOPE OF WORK; DELIVERABLES

(This Attachment will be developed from the Scope of Work defined in Section 2 of this RFP and successful Offeror's proposal)



PimaCommunityCollege

Contracts&Purchasing

**Proposal No. P20/10015
10/11/2019**

ATTACHMENT C to AGREEMENT FOR SERVICES

COMPENSATION

(This Attachment will be developed based on the Cost Proposal Form of the successful Offeror's proposal)

ATTACHMENT D to AGREEMENT FOR SERVICES

INSURANCE REQUIREMENTS

1. GENERAL INSURANCE REQUIREMENTS:

A. Certificates of Insurance: Contractor shall, upon request, submit to the College Purchasing Representative certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.

B. Self-Insurance: Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.

C. Scope of Insurance Coverage: All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.

D. Additional Insureds: For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

E. Notice of Cancellations, Changes to Coverage: Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Purchasing Representative.

F. Contractor's Personnel, Agents, and Subcontractors: Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.

G. Failure to Maintain Insurance: In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

2. INSURANCE COVERAGE REQUIRED:

A. Workers' Compensation Insurance - Contractor shall procure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

Employer's Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

B. Commercial (Business) Automobile Liability Insurance – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit	\$1,000,000 (CA 0001)
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C. Commercial General Liability Insurance – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee

acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$ 50,000
Fire Legal Liability	\$100,000,000

And, if applicable (in addition to the required coverages listed above), Contractor shall procure and maintain the following policies:

D. Professional Errors and Omissions (including Environmental Impairment Liability)	\$1,000,000 per occurrence
E. Hangar Keepers’ Liability	\$50,000,000 per occurrence
F. Garage Keepers’ Liability	\$50,000,000 per occurrence
G. Aviation Liability (including Aircraft Products and Completed Operations), War, Hijacking and Other Perils (AVN 52D)	\$50,000,000 per occurrence
H. All Risk Property/Builder’s Risk Coverage (including Contractor’s Equipment, Business Interruption, and Terrorism Coverage)	\$50,000,000 per occurrence and aggregate
	Replacement cost value at 100%



Section 8 Mandatory Certification Forms

Fillable (pdf) Certification Forms can be found [here](#).



CONFLICT OF INTEREST CERTIFICATION

Date:

RFP #

Offeror legal name:

The undersigned certifies that to the best of his/her knowledge: (check only one)

- There is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this RFP.***
- The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this RFP, and the nature of the substantial interest, are included below or as an attachment to this certification:***

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



BOYCOTT OF ISRAEL CERTIFICATION

Date:

RFP #

Offeror legal name:

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

Accordingly, the Offeror certifies that:

it is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Offeror.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



WORKER ELEGIBILITY VERIFICATION

Date:

RFP #

Offeror legal name:

As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 23-214 governing the employee verification requirement through the federal e-verify program.

Accordingly, the Offeror warrants that:

(1) it complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it shall, as applicable or required under A.R.S. § 23-214, verify, through the e-verify program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and

(2) that it shall, as applicable or required under A.R.S. §23-214, require its subcontractors and sub-subcontractors to provide the same warranties to the Offeror.

A breach of the foregoing warranty shall be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College shall have the right to terminate the resulting agreement with the Offeror.

Upon request, the College shall have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



FEDERAL DEBARMENT AND SUSPENSION CERTIFICATION

[FOR FEDERALLY-FUNDED PURCHASES OF SERVICES OR GOODS IN EXCESS OF \$25,000]

Date:

RFP #

Offeror legal name:

In accordance with the OMB guidelines at 2 C.F.R. 180, and the Federal Acquisition Regulation, 52.209-6, other than a subcontract for a [commercially available off-the-shelf item](#), College is prohibited to enter into any subcontract in excess of \$35,000 (or \$25,000, for Federal *Grant*-funded purchases) with a contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(1) The Offeror, other than a contractor providing a commercially available off-the-shelf item, hereby certifies that:

(A) the Offeror or its Principals as of the time of award of the contract by the College is or is not debarred, suspended, or proposed for debarment by the Federal Government; and

(B) Unless this is a contract for the acquisition of commercial items, the Offeror shall include the requirements of this clause, including this paragraph (B) (appropriately modified for the identification of the parties), in each subcontract that exceed \$35,000 (or \$25,000, for Federal Grant-funded services) in value.

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

A certification that any of the items in Section (1)(A) of the above 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 Offeror's responsibility. Failure of the Offeror to provide certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible. This Certification in Section 1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to College, College may terminate an agreement resulting from this solicitation for default.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:



ANTI-LOBBYING CERTIFICATION AND DISCLOSURE

[FOR FEDERALLY-FUNDED PURCHASES OF SERVICES OR GOODS IN EXCESS OF \$100,000]

Date:

RFP #

Offeror legal name:

In accordance with the Byrd Anti-Lobbying Amendment, (31 U.S.C. § 1352) and the Federal Acquisition Regulation, 52.203-11:

(1) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(A) 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;

(B) 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 Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(C) 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.

Submission of this certification and disclosure is a prerequisite for making or entering into the agreement with College. 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.

Signature:

Phone:

Print name:

Email:

Print title:

Taxpayer ID Number:

Bid/Proposal No. P20/10015 - Comprehensive, Integrated Energy Management Program

Answers to Vendor Questions – Questions are in black, **Answers are in red**

1. Question: Can you please provide a list of buildings with the square footage and primary function of each?

Answer:

Building Name	Type	Address 1	External Property ID 1	Total Sq Ft
29-A	ACADEMIC	4355 E. CALLE AURORA	29-A	15975
29-B	ACADEMIC	4355 E. CALLE AURORA	29-B	28888
29-C	ACADEMIC	4355 E. CALLE AURORA	29-C	2524
29-D	ACADEMIC	4355 E. CALLE AURORA	29-D	840
29-E	ACADEMIC	4355 E. CALLE AURORA	29-E	864
29-F	ACADEMIC	4355 E. CALLE AURORA	29-F	856
29-G	ACADEMIC	4355 E. CALLE AURORA	29-G	832
29-H	ACADEMIC	4355 E. CALLE AURORA	29-H	832
AT-ATC	ACADEMIC	7211 SOUTH PARK AVENUE	AT-ATC	48274
DC-AH	ACADEMIC	1255 NORTH STONE AVENUE	DC-AH	15839
DC-CC	ACADEMIC	1255 NORTH STONE AVENUE	DC-CC	48230
DC-CD	ACADEMIC	1255 NORTH STONE AVENUE	DC-CD	3011
DC-CO	ADMINISTRATIO N	1255 NORTH STONE AVENUE	DC-CO	9900
DC-CP	FACILITIES	1255 NORTH STONE AVENUE	DC-CP	2563
DC-FA	FACILITIES	1255 NORTH STONE AVENUE	DC-FA	1792
DC-LB	ADMINISTRATIO N	1255 NORTH STONE AVENUE	DC-LB	33511
DC-RV	ACADEMIC	1255 NORTH STONE AVENUE	DC-RV	23095
DC-SL	ACADEMIC	1255 NORTH STONE AVENUE	DC-SL	5706
DC-ST	ACADEMIC	1255 NORTH STONE AVENUE	DC-ST	61395
DO-A	ADMINISTRATIO N	4905 EAST BROADWAY BLVD	DO-A	19798
DO-B	ADMINISTRATIO N	4905 EAST BROADWAY BLVD	DO-B	22800
DO-C	ADMINISTRATIO N	4905 EAST BROADWAY BLVD	DO-C	33844
DO-D	ADMINISTRATIO N	4905 EAST BROADWAY BLVD	DO-D	23201
DV-E	ACADEMIC	5901 SOUTH CALLE SANTA CRUZ	DV-E	3360
DV-F	ACADEMIC	5901 SOUTH CALLE SANTA CRUZ	DV-F	43131
DV-FC	ACADEMIC	5901 SOUTH CALLE SANTA CRUZ	DV-FC	12713
DV-G	ACADEMIC	5901 SOUTH CALLE SANTA CRUZ	DV-G	1989
DV-K	FACILITIES	5901 SOUTH CALLE SANTA CRUZ	DV-K	996
DV-PUEBLO	ACADEMIC	5901 SOUTH CALLE SANTA CRUZ	DV-PUEBLO	86961



PimaCommunityCollege

Contracts&Purchasing

EC-AB	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-AB	704
EC-CP	FACILITIES	8181 EAST IRVINGTON ROAD	EC-CP	2703
EC-E1	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-E1	7596
EC-E2	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-E2	12065
EC-E3	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-E3	7596
EC-E4	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-E4	14137
EC-E5	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-E5	12115
EC-E6	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-E6	7200
EC-E7	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-E7	15748
EC-LSC	ADMINISTRATIO N	8181 EAST IRVINGTON ROAD	EC-LSC	67246
EC-M5	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-M5	1440
EC-M6	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-M6	547
EC-O1	ADMINISTRATIO N	8181 EAST IRVINGTON ROAD	EC-O1	9213
EC-O2	ADMINISTRATIO N	8181 EAST IRVINGTON ROAD	EC-O2	4890
EC-SB	FACILITIES	8181 EAST IRVINGTON ROAD	EC-SB	400
EC-UR	FACILITIES	8181 EAST IRVINGTON ROAD	EC-UR	306
EC-VT	ACADEMIC	8181 EAST IRVINGTON ROAD	EC-VT	1457
MS-AS	FACILITIES	6680 SOUTH COUNTRY CLUB	MS-AS	9856
MS-MS	ADMINISTRATIO N	6680 SOUTH COUNTRY CLUB	MS-MS	58042
NW-A	ACADEMIC	7600 NORTH SHANNON ROAD	NW-A	39841
NW-B	ACADEMIC	7600 NORTH SHANNON ROAD	NW-B	35209
NW-C	ACADEMIC	7600 NORTH SHANNON ROAD	NW-C	16478
NW-D	ACADEMIC	7600 NORTH SHANNON ROAD	NW-D	14489
NW-E	ACADEMIC	7600 NORTH SHANNON ROAD	NW-E	14926
NW-G	ACADEMIC	7600 NORTH SHANNON ROAD	NW-G	59245
NW-L	ACADEMIC	7600 NORTH SHANNON ROAD	NW-L	3797
NW-M	ACADEMIC	7600 NORTH SHANNON ROAD	NW-M	1728
WC-A	ACADEMIC	2202 WEST ANKLAM ROAD	WC-A	83443
WC-B	ACADEMIC	2202 WEST ANKLAM ROAD	WC-B	51606
WC-C	ACADEMIC	2202 WEST ANKLAM ROAD	WC-C	145066
WC-CC	ACADEMIC	2202 WEST ANKLAM ROAD	WC-CC	5918
WC-CD	ACADEMIC	2202 WEST ANKLAM ROAD	WC-CD	31437
WC-CM	ACADEMIC	2202 WEST ANKLAM ROAD	WC-CM	10304
WC-CT	FACILITIES	2202 WEST ANKLAM ROAD	WC-CT	6312
WC-D	ACADEMIC	2202 WEST ANKLAM ROAD	WC-D	15125
WC-E	ACADEMIC	2202 WEST ANKLAM ROAD	WC-E	21810
WC-F	ACADEMIC	2202 WEST ANKLAM ROAD	WC-F	43466
WC-FS	ACADEMIC	2202 WEST ANKLAM ROAD	WC-FS	23278
WC-H	ACADEMIC	2202 WEST ANKLAM ROAD	WC-H	41718



WC-J	ACADEMIC	2202 WEST ANKLAM ROAD	WC-J	39378
WC-K	ACADEMIC	2202 WEST ANKLAM ROAD	WC-K	40819
WC-L	ACADEMIC	2202 WEST ANKLAM ROAD	WC-L	17941
WC-R	ADMINISTRATIO N	2202 WEST ANKLAM ROAD	WC-R	11110
				156142
Total Conditioned Space controlled by building automation				5

2. Question: We would like some clarification on whether PCC would like a consultant, or a turnkey contractor. According to the language below, it cites both “developing” a program, which is usually what we do as consultants, and “implementing” a program, which is usually done by contractor(s) under quality assurance oversight by the consultant and Owner.

Request for Proposal Summary

Pima County Community College District (“College”) is seeking proposals from qualified firms for consulting services to develop and implement a comprehensive, integrated energy management program in accordance with the Scope of Work specified in this RFP.

2. Entity Submitting RFP. The terms “vendor”, “offeror”, “firm”, “consultant”, “company”, or “contractor” used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

Answer: We are asking for development and implementation

3. Question: The Cost Proposal (Section 3) is asking for a fixed price for a set of services whose level of effort can vary widely depending on many factors, including:
 - a. Campus size (square feet) **we have included (see answer to #1)**
 - b. Current energy usage profile and costs **we have included this (see answer to #6)**
 - c. Exact objectives of PCC

In situations like this where the exact scope isn’t fully defined, we are usually selected based on qualifications, and then hold discussions with the client, agree on a defined scope, and submit a price proposal.

Answer: We will entertain cost proposals based on historical projects of similar size and scope with the clarification that you are submitting estimates. Please include financing as well as non-financing options.

4. Question: What is the total number of square feet on the campus?

Answer: See #1



5. Question: How many buildings?

Answer: See #1

6. Question: What is the annual utility expense? Can this be broken down by utility?

Answer: See attached

7. Question: Can twelve months of utility bills be provided?

Answer: See #6

8. Question: What is the annual O&M budget for the campus?

Answer: FY 2018-2019 - \$14,767,795

9. Question: What type of building automation system does the campus utilize? What percent of floorspace is covered by this system?

Answer: The College currently uses 3 different control systems (iNET, Alerton & Delta). The College is currently converting all controls to Delta controls. No other automation controls will be considered. 100% of the space provided in answer 1 is controlled by the building automation systems.

Pima County Community College District

Summary of Monthly Usage by Commodity /

Electric usage in kWh

	Jan - 18	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18
29th St Campus Wide	28,200	26,040	30,240	32,160	42,960	133	59,040	60,240	65,520	54,240	38,400
Aviation Center	25,000	28,000	27,000	31,800	30,400	33,400	47,000	49,000	44,800	43,600	29,200
CARPENTER SHOP	410	406	429	465	563	539	529	530	506	375	0
CC Building	24,320	24,800	20,640	19,520	18,480	19,600	0	0	0	7,280	7,520
CC Campus Wide	54,600	51,400	56,600	63,400	78,200	84,400	91,400	82,600	86,000	61,400	59,400
CFA Building	48,000	45,000	37,500	41,700	47,100	44,100	19,500	11,700	24,300	26,400	0
CL,WT,CT Building	26,880	27,264	24,576	22,656	19,968	21,504	19,584	23,808	29,952	30,720	31,872
COS Building	11,884	12,427	11,022	11,338	12,363	13,034	11,748	11,648	12,494	11,256	12,145
DC 227 W Drachman St	0	0	0	0	0	0	0	0	0	0	80
DC Campus Wide	57,600	61,400	55,400	62,000	55,800	55,000	44,200	54,600	71,600	71,400	55,600
DO Campus-wide	210,600	160,200	161,000	164,400	162,200	187,400	221,800	214,800	215,400	191,800	188,400
DV Campus Wide	52,400	-8,000	0	-35,600	-8,400	-30,000	0	0	0	0	23,600
East Campus	161,000	173,800	183,000	227,400	231,800	241,800	292,000	285,400	265,800	230,200	179,700
EAST COMFORT STATION	320	335	327	330	302	294	293	283	348	293	0
EC College Sign	1,024	984	615	242	212	182	229	233	415	571	607
EC Practice Field	160	160	240	160	160	160	160	160	160	160	160
Fitness Center	8,560	9,120	8,240	9,120	9,840	7,280	6,720	8,080	13,760	13,920	9,920
FSS Building	19,680	13,560	13,080	24,240	28,800	26,040	9,960	35,040	33,840	16,320	0
MECH Bldg.	-9,120	-17,280	-15,000	-3,480	-4,560	-6,600	0	0	1,200	26,880	360
MS Site-wide	12,386	22,400	21,760	18,560	17,760	18,480	0	0	0	0	0
NW Campus Wide	215,700	222,900	227,100	261,000	261,900	249,900	242,100	291,300	291,300	247,800	254,100
RV Building	20,080	20,800	18,800	19,840	19,200	20,240	20,640	21,290	24,376	21,000	21,539

Summary of Monthly Usage by Commodity /

	Jan - 18	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18
WC Campus-wide	544,600	541,800	557,200	621,600	644,000	625,800	659,400	667,800	750,400	593,600	0
Total	1,514,284	1,417,516	1,439,769	1,592,851	1,669,048	1,612,686	1,746,303	1,818,512	1,932,171	1,649,215	912,603
Natural Gas usage in THERM											
	Jan - 18	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18
ADM	1,338	884	983	161	50	45	61	55	68	66	76
AL Building/Santa Catalina Bldg.	1	1	4	3	1	0	0	0	0	0	0
ART Building	0	0	0	0	0	0	0	0	0	0	0
Aviation Center	2,208	2,626	1,185	537	24	11	11	9	21	551	2,716
Building A	10,454	9,796	8,317	7,872	5,483	321	307	321	330	1,647	7,044
Building A & B	380	384	433	164	70	4	0	0	0	24	149
Building C	59	61	61	81	71	65	66	66	67	66	69
Building C, D, & E	375	372	436	190	107	75	50	34	65	85	140
CBS,GYM,AL,ME,LCN,LCS, & LC Bldg	30,732	22,546	23,435	14,594	3,542	1,137	611	652	685	6,564	21,935
CC Building	0	0	0	0	0	0	0	0	0	0	0
CC Campus Wide	1,997	1,869	1,476	1,058	1,168	876	919	875	888	1,148	2,075
CFA Building	5,011	4,326	2,479	1,911	2,028	41	47	50	50	1,202	3,745
CL Building	10	15	15	14	16	10	8	9	9	11	24
DC Campus Wide	0	1	2	0	0	0	3	17	0	0	0
DC Tucson Inn	0	0	0	0	0	0	0	0	0	0	0
DV Campus Wide	4,010	3,848	2,885	1,974	717	460	713	1,456	3,300	4,513	5,757
E1,E2, E3 Building	7,230	6,622	6,972	5,185	5,853	5,448	4,358	2,668	6,079	4,430	5,568
E4 Building	797	763	894	576	627	30	147	5	47	387	613
E5,E6,CP, SU Building	770	657	662	295	189	5	4	3	7	4	532
E6 Building	9	14	17	8	6	5	4	4	4	6	9
E7	1	3	2	2	3	0	0	0	2	3	2

Fitness Center	299	485	211	34	18	3	4	3	3	34	246
FSS Building	2,002	1,551	767	734	674	353	249	470	372	305	1,423
	Jan - 18	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18
HRP Building	1	2	4	1	2	1	2	1	1	2	1
KILN	33	116	226	393	165	227	64	101	282	249	408
LIBRARY	78	80	91	15	0	0	0	0	0	0	0
MECH Bldg.	6,659	6,661	6,401	4,293	2,749	1,548	611	804	1,629	2,647	3,647
MS Auto Shop	355	488	127	9	3	3	3	3	3	37	349
MS Main Complex	1,650	1,758	84	0	0	1,208	0	0	0	4	1,499
Plaza Building	1,042	1,154	1,039	691	118	24	20	108	908	1,338	1,512
RA Building	50	62	42	2	0	0	0	0	0	0	0
SC Building	0	0	0	0	0	0	0	0	0	0	0
SCI Building	2	4	2	5	3	3	2	2	7	7	8
ST Building	6,238	5,328	5,712	3,258	2,678	2,538	575	618	1,238	2,405	3,019
Total	83,791	72,477	64,964	44,060	26,365	14,441	8,839	8,334	16,065	27,735	62,566

Solar PV usage in kWh

	Jan - 18	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18
CC Building	27,083	29,520	42,451	50,149	56,401	52,196	43,235	41,811	37,741	31,582	28,849
CC Campus Wide	4,515	5,013	6,024	8,703	9,937	9,333	6,652	7,608	6,572	4,809	4,192
CFA Building	55,115	58,413	83,239	99,196	112,159	105,172	94,068	89,744	80,559	63,259	57,222
CL,WT,CT Building	12,379	13,787	19,830	23,457	26,685	23,204	21,038	21,842	19,551	15,004	13,285
DC Campus Wide	50,146	52,559	73,054	84,442	94,220	86,774	73,978	71,672	65,816	53,680	47,180
DV Campus Wide	152,985	190,309	276,082	232,078	242,690	319,649	299,886	274,258	275,058	21,001	174,198
FSS Building	21,661	23,160	32,948	39,660	45,220	40,405	35,956	36,092	31,254	24,417	21,975
MECH Bldg.	32,405	33,783	46,701	53,777	61,479	63,074	60,984	59,331	38,722	26,380	31,027
MS Site-wide	32,760	33,154	45,522	52,314	58,003	53,713	48,615	46,490	43,115	35,109	32,506
Total	389,048	439,698	625,851	643,775	706,793	753,520	684,412	648,848	598,387	275,241	410,435

Water usage in Kgal

	Jan - 18	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18
29th St Campus Wide	44	33	22	23	27	34	42	61	47	25	20
ADM	370	313	290	155	117	108	94	99	111	56	12
Aviation Center	1	6	4	20	46	78	85	85	77	48	67
Building A	5	8	7	5	7	8	7	5	7	7	5
Building A & B	10	13	12	13	13	13	13	12	12	11	10
Building B	8	25	17	26	25	9	10	15	37	25	28
Building D	201	206	119	217	218	236	277	358	314	175	150
Building G	4	16	10	15	13	11	9	7	19	19	19
CC Building	2	34	33	31	45	24	19	22	36	41	39
CC Campus Wide	25	75	100	42	157	24	76	68	70	61	61
CL,WT,CT Building	18	24	19	18	22	14	10	10	18	22	20
COS Building	7	6	7	4	5	5	4	4	6	4	17
DC 127 W Drachman	0	0	0	0	0	0	0	0	0	0	0
DC Campus Wide	298	388	334	449	614	783	876	830	902	745	405
District Central Offices	183	56	73	170	155	158	236	224	206	164	153
Downtown Campus	0	0	0	0	0	0	0	0	0	0	0
DV Campus Wide	114	199	203	262	337	391	444	537	532	356	248
E2,E3,E4,E5,CP,O Building	242	329	144	349	413	467	486	506	556	336	149
E6 Building	4	22	30	14	10	2	2	4	10	14	9
East Campus	204	177	123	218	212	192	207	257	115	167	296
GV Site-Wide	0	0	0	0	0	0	0	0	0	0	0
M4,M5 Domestic	1	1	1	2	2	1	1	2	2	2	1
MS Main Complex	0	0	0	0	0	0	0	0	0	0	0
	Jan - 18	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18

MS Site-wide	12	17	21	30	59	115	87	97	105	51	51
NW Campus Wide	55	55	47	56	62	91	71	74	184	101	89
Plaza Building	0	31	19	21	39	52	50	55	56	49	55
RA Building	0	0	0	0	0	0	0	0	0	0	0
RV Building	31	39	40	34	28	0	67	29	40	42	44
RV Irrigation Shop	0	1	0	0	1	0	0	0	0	1	0
ST Building	143	82	77	99	177	250	281	217	239	129	131
SU Building	22	41	45	34	34	18	19	27	49	40	34
WC Campus-wide	1,758	1,472	1,436	1,925	1,593	1,834	2,315	2,477	2,140	1,688	1,172
West Campus	1,016	740	515	1,186	2,654	4,316	4,581	2,506	2,103	2,154	989
Total	4,777	4,411	3,748	5,419	7,086	9,234	10,369	8,589	7,995	6,532	4,275

Requested by: ddavis57

Client Version:

Report version: 6

Filters: Account Name Not equals X; Billing Period Equals Dec 2018; Commodity Not equals Butane; Meters in Building Name: Not equals x; Bill is Void Equals 0; Acco Active Equals 1; Bill is from External Vendor Equals 1;

05/21/2019 1:35:03PM

AN - 25PT

Dec - 18	Total
33,720	470,893
26,400	415,600
333	5,085
12,480	154,640
51,200	820,600
30,046	375,346
32,256	311,040
13,107	144,466
0	80
53,800	698,400
187,800	2,265,800
32,800	26,800
168,250	2,640,150
332	3,457
691	6,005
240	2,080
8,240	112,800
7,643	228,203
0	-27,600
4,881	116,226
238,200	3,003,300
21,372	249,177

AN - 25PT

Dec - 18	Total
527,262	6,733,462
1,451,053	18,756,010

Dec - 18	Total
304	4,091
1	11
0	0
4,393	14,292
8,864	60,756
322	1,930
45	777
419	2,348
26,394	152,827
0	0
1,980	16,329
4,249	25,139
30	171
0	23
0	0
6,413	36,046
7,526	67,939
584	5,470
798	3,926
10	96
3	21

542	1,882
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1,220	10,120
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Dec - 18	Total
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2	20
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245	2,509
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57	321
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6,957	44,606
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574	1,954
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2,028	8,231
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1,429	9,383
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35	191
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0	0
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2	47
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6,137	39,744
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81,563	511,200
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Dec - 18	Total
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23,452	464,471
--------	---------

3,388	76,745
-------	--------

45,737	943,882
--------	---------

10,711	220,774
--------	---------

44,877	798,396
--------	---------

150,471	2,608,663
---------	-----------

17,634	370,382
--------	---------

32,837	540,500
--------	---------

26,484	507,783
--------	---------

355,591	6,531,598
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Dec - 18	Total
15	394
10	1,736
26	543
7	80
10	141
16	242
151	2,621
13	155
33	359
53	811
19	215
5	76
0	0
367	6,992
200	1,977
0	0
153	3,776
146	4,121
7	129
134	2,304
0	0
1	19
0	0

Dec - 18 **Total**

55	700
70	955
50	477
0	0
40	432
1	3
144	1,968
30	394
1,366	21,176
1,850	24,609
4,972	77,407

unt is



Bid/Proposal No. P20/10015 - Comprehensive, Integrated Energy Management Program

Clarification/Correction to Question 9 of Questions and Answers

9. Question: What type of building automation system does the campus utilize? What percent of floorspace is covered by this system?

Answer: The College currently uses 3 different control systems (iNET, Alerton & Delta). The College is currently converting all controls to Delta controls. No other automation controls will be considered. 100% of the space provided in answer 1 is controlled by the building automation systems.

Correction:

Answer to Question 9 should read:

**The College currently uses 3 different control systems (iNET, Alerto & Delta)
100% of the space provided in answer 1 is controlled by the building automation systems.**

EXHIBIT 48



Ward, Bill <wward@pima.edu>

RFP - Request for info. Energy usage and costs.

1 message

Davis, David <ddavis57@pima.edu>

Tue, Nov 19, 2019 at 9:17 AM

To: Mike Posey <mposey@pima.edu>

Cc: David Clark <djclark3@pima.edu>, Bill Ward <wward@pima.edu>

Question 3b asks for "Current energy usage profile and costs"

Not sure if this matters, but we were directed a number of months by a Chancellor's email to provide utility info, and previous GLHN energy study information to Trane. This was before the RFP process.

The email thread showing the Chancellor's authorization for records requested can be seen in an attachment to this email.

Also attached to this email is an Excel doc showing all utility usage for 2018. I imagine that the RFP process will want to include the same docs provided to Trane earlier. This will be difficult as some were provided directly from TEP to Trane, acquired with a release provided by Trane; and some were provided via thumbdrive as they were too large to email.

--

David Davis, CEM, CDSM - Energy Resource Manager

Pima Community College - M&S

6680 S. Country Club Rd, Tucson, AZ 85709-1810

520 206-2631

2 attachments**Pima Community College Mail - Re_ Request for Letter To Proceed.pdf**

2253K

**Utility Usage 2018.xls**

58K

EXHIBIT 49



Ward, Bill <ward@pima.edu>

Response to asking to add evaluation criteria.

1 message

Davis, David <ddavis57@pima.edu>
To: Bill Ward <ward@pima.edu>

Mon, Jan 6, 2020 at 1:20 PM



Davis, David

12:36 PM (41 minutes ago)

I noticed that all 6 evaluation criteria areas came from page 5 of the Trane RFP response. Would it be possible to add categories for ECM evaluation, cos...



Posz, Jan

1:09 PM (9 minutes ago)

to me, Gregory, Agnes, Raj, Jim, Jessica, David, David

No and David this is an individual evaluation you are not allowed to discuss this with other members (or anyone) per your confidentiality form during this process.

Thanks

Jan Posz, C.P.M. Sr.Procurement Analyst
Pima Community College Purchasing
520-206-4876

--
David Davis, CEM, CDSM - Energy Resource Manager
Pima Community College - M&S
6680 S. Country Club Rd, Tucson, AZ 85709-1810
520 206-2631

EXHIBIT 50



Fwd: Comprehensive Integrated Energy Management Program Proposal

Ward, Bill <wward@pima.edu>

FYI.

-Bill

William R. Ward II
Vice Chancellor, Facilities Operations
Pima County Community College District
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.
(520) 206-2736 fax.

----- Forwarded message -----

From: **Davis, David** <ddavis57@pima.edu>
Date: Wed, Oct 14, 2020 at 10:09 AM
Subject: Fwd: Comprehensive Integrated Energy Management Program Proposal
To: Bill Ward <wward@pima.edu>

----- Forwarded message -----

From: **Davis, David** <ddavis57@pima.edu>
Date: Thu, Jan 16, 2020 at 12:02 PM
Subject: Re: Comprehensive Integrated Energy Management Program Proposal
To: Posz, Jan <jposz@pima.edu>
Cc: Mike Posey <mposey@pima.edu>, Bill Ward <wward@pima.edu>

I apologize for not providing advance notice that I would be rating proposals with zeroes. I am afraid that as PCC's Energy Resource Manager this was necessary in order to not imply acceptance or approval of this RFP as written. I am very disappointed that Pima Community College would not consult the Energy Resource Manager in the drafting of an RFP for the largest energy related project ever taken on by the organization. I am absolutely certain that Bill Ward and Mike Posey would have been happy to have me assist in the writing of this RFP.

Having participated in numerous performance contracts, I am concerned that this RFP as written may open up PCC for some significant financial and operational difficulties. That being said, once awarded I will do all that I can to make this effort as successful as possible. As I stated in this morning's meeting, I am not anti Performance Contract.

Attached are copies of the documents that I provided at the committee meeting. In these documents you will find a great deal of information that should be kept in mind as you continue your RFP process.

On Thu, Jan 16, 2020 at 11:35 AM Posz, Jan <jposz@pima.edu> wrote:

David,

I just wanted to remind you that although you have withdrawn from the evaluation committee, you are still to comply with the confidentiality of the process and are not allowed to speak to anyone outside of the committee regarding

anything relating to this until after the award.

David Clark will probably reach out to you specifically for some advice surrounding the presentations.

I have sent thru campus mail the folder you left in the conference room.

Thanks

Jan Posz, C.P.M. Sr.Procurement Analyst
Pima Community College Purchasing
520-206-4876

--

David Davis, CEM, CDSM - Energy Resource Manager
Pima Community College - M&S
[6680 S. Country Club Rd, Tucson, AZ 85709-1810](#)
520 206-2631

--

David Davis, CEM, CDSM - Energy Resource Manager
Pima Community College - M&S
[6680 S. Country Club Rd, Tucson, AZ 85709-1810](#)
520 206-2631

2 attachments



Beware of the Fine Print in Performance Contracts.docx
16K



PCC Performance Contract considerations.pdf
97K

EXHIBIT 51



PimaCommunityCollege

Contracts&Purchasing

Request For Qualification Summary Evaluation Team Recommendation		Team Lead - Greg Wilson Date: <u>2-18-2020</u>	
P20/10015 – Comprehensive, Integrated Energy Management			
Proposals Received	Round 1 Score		
Ameresco	87.2		<p>Appropriate Market Sector Experience/Expertise – exclusively in industry, very extensive examples of involvement in energy and water management in diverse applications – including public sector and educational institutions provided example projects with similar goals, numerous completed projects, experience in Arizona environment including ASU, UA, NAU, been performing in the industry for 19 years, recognized by NAESCO and DOE; Project Management and Coordination – comprehensive project approach, design & engineering, implementation, ECM construction, long list of successful project completions, 33 years of experience, diverse team with considerable experience and knowledge in industry and related areas; Experience Integrating systems into training experiences and marketing opportunities – “living lab” not addressed in proposal, training experiences for students referred to in a familiarization for behavior modification and not technical capacity, training is identified primarily for College staff, overview and methodology section identifies a process for multi-phase project, phases are well planned, consumption-side services, auditing, design, engineering, and equipment selection, construction management, monitoring, training, marketing and media relations, awards, case studies, community affairs, Earth Day activities, expos and events; Project Personnel and Staffing – program development and engineering, financing, implementation, performance period, PM with team of 10 for support in engineering, renewable energy, software solutions, construction and service/maintenance, all work done by sub-contractors, historically 50 – 70% local sub-contractors, project plan identified as multi-phase, relies heavily on analytics and data, key program outline identified, primary point of contact in Tucson, 67 team members in state, 12 person team defined in proposal including members in Tucson, selection process for subcontractor selection well defined; Cost/Price Proposal – financing options available as well as a variety of strategies, multiple Cooperative purchasing agreements cited on proposal, initial project costs projected at?, (calculation required), investment grade audit \$78,071.00 based on .05 cents per square foot, References – ASU, New Mexico State University, West Texas A & M, NAU, good, 3 complete and relevant references included, provided example projects with similar goals, diverse references</p> <p>Interview – M&V protocol explained in detail, savings calculated options available and determined in contracting stage, maintenance responsibilities defined, also contractual arrangement, addressed the integration process for existing equipment, described “turn-key roles and noted that this might not be the best option, very knowledgeable on financing options with other solutions presented, highly collaborative and flexible</p>
	Interview		
	22		
	Total Score		
	104.8		

<p>Bath Energy</p>	<p>69.4</p>	<p>Appropriate Market Sector Experience/Expertise – 63 years electrical, approximately 25-30 years in building commissioning, experience cited in public sector and education projects, experience with a Community College, extensive experience with laboratories and medical centers, projects completed in other states but none in Arizona, has completed retrofits for educational institutions including ASU; Project Management and Coordination – project phases include – planning, investigation, implementation, operation, minimally addressed in broad reference of commissioning, clear identification of staff structure for project, only two individuals are identified as having primary responsibility for project, clear table that identifies which partner has primary roles and secondary roles, no Tucson based resources, closest branch out of Phoenix recently established, primary point of contact lists experience with projects in Arizona including Tucson, approach to project management sequencing logical; Experience Integrating systems into training experiences and marketing opportunities – training listed in proposal focused only on operational considerations with no reference to "Living Labs" or any other academic student related activities, even training for staff was not greatly detailed, overview and methodology section identifies clear experience and a process for integrating systems into training experiences, no clear identification of marketing, firm has completed hospital project including a web-based energy management system; Project Personnel and Staffing – principal in charge, PM, commissioning engineer and building analytics consultant, only 3 personnel mentioned in the proposal, provided in table on page 6 of proposal, staff is small which leads to concerns about how they will meet deadlines, primary listed project point of contact, branch manager, has only one year with company, commissioning engineer has only one year with the company, additional technicians, plumbers, electricians, and engineers referenced by not detailed; Cost/Price Proposal – \$686,517 base, \$144,966 annual ongoing, no financing options, allocated based on space and 200 cost per month for software subscription, no clear budget narrative, References – no higher education facilities referenced, 4 related projects provided none w/CC, did not include details on respective projects, project profiles listed were not affiliated with references.</p>
<p>Bernhard</p>	<p>52.5</p>	<p>Appropriate Market Sector Experience/Expertise – experience and knowledge in scope of focus, related work performed with clients in higher learning and public sector, positive outcomes defined, considerable state work described, company well established and involved in area of energy management, projects being performed in Tucson in public sector education facilities, limited community college experience, provided example projects with similar goals, highly experienced company, 100 years' experience with over \$650M in revenue in 2018, 80% of work is with repeat customers, firm has local experience including UA, ASU, numerous educational projects across the US, Project Management and Coordination – project development, operational support, energy engineering, construction, service & maintenance, multi-faceted company that could include all required services, project lead has 11 years of experience has worked with higher ed., identified an agnostic approach to project delivery, team has related experience, and includes a number of individuals, clear process outline, more heavily uses analytics and software, resources in Tucson for management and coordination time, related projects in public sector and education; Experience Integrating systems into training experiences and marketing opportunities – system integration training not detailed and no mention of "living labs" or student engagement beyond general education of participation in utility reduction practices, overview and methodology section identifies clear experience and a process for multi-phase project, communications campaign, behavior change plan, stakeholder meetings, campus participation in EPA Energy Star Battle of the Buildings, press releases and marketing materials, Project Personnel and Staffing – Experienced engineers and technicians with education project experience (engineering, retro-commissioning, financing, project development), 11 engineers and/or CEM personnel based in Tucson, team bios are robust and appropriate to the project, in house resources in areas of electrical and mechanical, Cost/Price Proposal – \$95,000 + \$150,000 and the recurring annual fee of \$75,000, experience with financing options and partnerships, fixed fee for firm on assessment, unclear on need for annual fee, is college expected to maintain software?; References – good provided example projects with similar goals, examples include a point of contact, references cited applicable in scope and included some higher learning institutions, cost savings metrics were presented, all examples were out of state</p>

<p>Trane</p>	<p>93.8</p> <p>Interview</p> <p>24</p> <p>Total Score</p> <p>113</p>	<p>Appropriate Market Sector Experience/Expertise – in business in mechanical HVAC industry for 100 years, controls for 40 years and energy for 25, very well resourced and diverse company with commitment to sustainability and energy conservations having received awards, Federal certifications and qualifications in energy, manufacturer of control systems and equipment regarding energy related systems, although vendor neutrality stated for selection of equipment and produce, there could be concerns about objectivity with purchasing of assets, experience with higher education, community college's provided in reference, very good, in Tucson for over 50 years, there are 246 Arizona based team members, can easily integrate into legacy systems, including systems that are more than 20 years old, in performance contracting business since 1995, accredited by NAESCO, ASHRAE, USGBC, DOE; Project Management and Coordination – management tools (Primavera), communication, planning and scheduling field validation, mobilization, implementation, commissioning, project closeout, includes a subcontractor evaluation process, good understanding of the "learning lab", Identified program manager has 11 years of experience – none with community college, but extensive energy projects, clear project timeline, strategy, and process, logical sequenced project management for coordinated and cohesive approach, project management personnel has considerable experience in industry and area of focus; Experience Integrating systems into training experiences and marketing opportunities – Extensive comprehensive plan for integration of technology and systems to directly relate to student training educational experience, reference commitment to STEM as well as involvement in multiple levels of education as it relates to student engagement in industry, overview and methodology section identifies clear experience and a process for multi-phase project, understands what PCC is looking for in the living lab area and the vision of PCC for future students, excellent, plan includes virtual living labs that allow for a campus-wide learning application with building data points (i.e., BIMS, water, energy, solar, analytics, alarms, open protocol systems), student engagement portion does not compromise cybersecurity and campus IT security, link to NCS; Project Personnel and Staffing – key personnel have industry experience and experience building educational partnerships, including ASU, UA U of Colorado, and other institutions like the Town of Oro Valley, Banner university Medical Center, very good, has over 200 employees in Arizona with 20+ located in Tucson, organizational structure and team staffing identified and specific project team identified, team bios are robust and appropriate to the project, personnel identified had considerable time in industry as well as time with company, Tucson point of contact however has less than 5 years in the industry, Arizona staff 246, 10 technicians, close proximity for support; Cost/Price Proposal – hypothetical model presented shows 10 year investment with savings to be repurposed into infrastructure as well as potentially providing additional savings over the 10 year period, financing opportunities and partnerships available as well as diverse funding examples; References – included work in Arizona as well as higher learning although not combined, additional higher learning references stated in length including work in Arizona but not detailed, includes CC's, Town of Oro Valley, Central Piedmont Community College, Washburn Tech, Gateway Technical and many other educational projects. Interview – knowledgeable on M&V protocol and have experience implementing all protocols, noted cases for both types of calculated savings (component by component or major system), maintenance responsibilities tailored per needs of customer, independent commissioning service is available which include options, addressed integration of existing equipment specifically Copper Cube software, replacement of equipment done in the best interest of the college with collaboration of vendor, "turn-key" install also collaborative and contractual issue, have several in-house maintenance personnel able to respond within hours of need, local presence good, clear experience with learning labs, highly collaborative approach</p>
<p>Wendel Energy</p>	<p>87</p> <p>Interview</p>	<p>Appropriate Market Sector Experience/Expertise – 80 years in industry, Federal qualifications, direct focus on energy/utility, diverse experience within higher education, clear experience with energy saving base projects, has completed energy projects for Yale University, the NY Power Authority, Ohio State University, the State of AZ, Maricopa Community Colleges, and other educational institutions, NAESCO, DOE, ISO certified; Project Management and Coordination – planning (initial assessment of systems, tactics, funding sources, stakeholder meetings), Investigation, formulation, energy conservation measures.</p>

	<p>18.8</p> <p>Total Score</p> <p>102</p>	<p>identified program manager has 11 years of experience-none with community college, but extensive energy projects, clear project timeline, strategy, and process, focus strategic approach, well-structured and defined implementation, office in Phoenix, experienced team, well described structure to implementation as well inclusion of various elements of scope; Experience Integrating systems into training experiences and marketing opportunities – structured approach on integration of technology and College systems to academic side for student learning and creation of 'Living Labs', educational resources available to structure program, overview and methodology section identifies clear experience and a process for integrating systems into training experiences (limited); Project Personnel and Staffing – executive VP, PM, and then split to Energy Services, Design (mechanical and electrical), and construction, organizational structure and team staffing provided for project, staffing appears to be robust including 11 individuals, extensive and applicable credentials with experience in industry and time with company, project manager has experience with higher education projects including instate, local Tucson support not detailed; Cost/Price Proposal – financing managing options available, extensive and comprehensive breakdown on various financial approaches including pros & cons for different types, initial strategy cost \$20,500 plus \$250 per building, this has the benefit of a scalable approach if so selected, additional fee schedule included, \$1,500 per building for walk-through, estimated 15-30 cents per sq. ft. for audits; References – Yale University, Maricopa Community College District, NY Power Authority, references included strong letters of recommendation from higher learning, government entity and an instate community college. Interview – IPMVP – 4 options, system level analysis discusses maintenance options, both independent & in-house commissions are options, demonstrated an understanding of integration process, equipment replacement handled through a collaborative process, "turn-key" is usually how projects go, discussed warranty and after hours support, no option regarding solid lender relationship, unclear on experience regarding learning labs.</p>
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Evaluation Team Recommendation: The team recommends award to: Trane

Team Signatures

x _____
 Greg Wilson

x James H. Russell
 Jim Russell

x Jessica Normoyle
 Jessica Normoyle

x _____
 David Clark

x Raj Murthy
 Raj Murthy

Reviewed By:

Terryl A. Robinson 2/19/2020
 Terry Robinson/Purchasing Director Date

EXHIBIT 52

From: "Knutson, James" <Jim.Knutson@trane.com>

To: gwilson@pima.edu

CC:

Date: 3/23/2020 11:12:45 AM

Subject: FW: Message from Mike Lamach - An Update on Coronavirus and Our Business

Lee,

I thought it would be good to share this with you. See message below from our CEO. Also, we have a call with Pat Archambault, Mike Hines, myself and James Palacios and Greg tomorrow morning to discuss.

FYI - Here are some initial thoughts and planning steps we would like to discuss with you/PCC:

1. Taking the appropriate curriculum Trane has for our internal technicians and our customers and then hosting some "PCC On-Line/Simulcast or other On-Line Training courses" that can be started as soon as possible without the "hands on" lab training right away as that could be Phase 2/201 course.
2. We can hopefully use our status as mentioned in the announcement below to begin (almost immediately) to develop critical space on campus for training programs that could be performed at Pima Community College for the next phase of hands on training. *"Due to the critical nature of our business, Trane Technologies is considered an essential service provider by the U.S. Department of Homeland Security and will continue operating our plants, and installing and servicing our products. Our HVAC businesses ensure heating, cooling and air quality vital to the health and safety of homes, hospitals, pharmacies, nursing homes, grocery stores, data centers, military bases, emergency services and other essential operations. Our Thermo King businesses ensure a proper cold chain as perishable foods and medicines are moved around the world. It's more important than ever that we continue to serve."*
3. I'd love to see what you feel would be a possibility of creating courses and follow up hands on training at PCC (even if we need to repurpose some of your facilities training areas) that would help with the critical medical or training space needs.

Jim Knutson

Director, Integrated Solutions
303 349 4281 Cell

Trane Technologies
<https://www.tranetechnologies.com>
Jim.Knutson@Trane.com



TRANE
TECHNOLOGIES

From: Office of the CEO <office_of_the_CEO@tranetechnologies.com>
Sent: Monday, March 23, 2020 8:47 AM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: Message from Mike Lamach - An Update on Coronavirus and Our Business



Message from Mike Lamach

Chairman & CEO

Dear Colleagues,

Governments, schools and businesses are taking extraordinary measures in response to the coronavirus. I want to share with you some important measures we are taking to protect our people, meet the critical needs of our customers and ensure the long-term sustainability of our business.

First, we have made the difficult decision to delay merit pay increases for our global salaried employees by three months (six months for those in the executive band). Each year, we spend tens of millions of dollars on well-deserved merit increases. We are

delaying merit through the worst of this crisis to reduce the impact on our business and minimize layoffs as much as possible. This delay in merit pay increases does not include our hourly associates in production and technician roles, and also excludes any government-mandated increases.

Due to the critical nature of our business, we are considered an essential service provider by the U.S. Department of Homeland Security and will continue operating our plants, and installing and servicing our products. Our HVAC businesses ensure heating, cooling and air quality vital to the health and safety of homes, hospitals, pharmacies, nursing homes, grocery stores, data centers, military bases, emergency services and other essential operations. Our Thermo King businesses ensure a proper cold chain as perishable foods and medicines are moved around the world. It's more important than ever that we continue to serve.

We have implemented specific policies and protocols to safeguard our operations, and to support our people who need to take leave for quarantine or illness.

- We have enhanced our cleaning procedures across all sites, and are implementing shift and production line changes to support social distancing.
- We have asked those who can work from home to do so, to limit the number of people in our sites.
- If there is a confirmed or suspected case among our workforce, we will communicate with all associates who have been in close contact with that person, asking them to immediately quarantine.
- If you are asked to quarantine, benefits are available to support you through this time away from work; check with your manager, as they differ by country.

This unprecedented situation has affected us all more than words can say. I want to acknowledge those of you who are dealing with illness, either your own or a family member, and those who are managing work as well as school and child care closures. In addition, I know we all share concerns about the ongoing health of our families and friends, and the economic impact of this pandemic.

Please be assured that our company is financially stable and prepared to weather this crisis. We are taking appropriate actions now, such as delaying merit increases, to avoid more significant actions in the future as much as possible.

I appreciate everything you are doing to take care of each other and help us meet critical climate needs during this crisis. I'm proud of the courage our team has displayed in the face of this challenge, and how we continue to look for new and better solutions to sustain our team, our customers and our company. I'll keep you informed as the situation evolves.

Sincerely,

Mike Lamach
Chairman and CEO

EXHIBIT 53

From: **Hill, Keri** <kshill1@pima.edu>
Date: Fri, Mar 27, 2020 at 11:08 AM
To: Wilson, Greg <gwilson@pima.edu>
Cc: Silvyn, Jeff <jsilvyn@pima.edu>, Bea, David <dbea@pima.edu>, Davis, David <ddavis57@pima.edu>, Scott A. Holcomb <SHolcomb@dickinson-wright.com>, Angie Wesson <awesson@pima.edu>

Do we need additional folks to sign a confidentiality agreement since this is still in the bid stage?

Keri Hill
Executive Assistant
Office of the Executive Vice Chancellor for Finance & Administration
(520) 206-4792



PimaCommunityCollege

From: **Wilson, Greg** <gwilson@pima.edu>
Date: Fri, Mar 27, 2020 at 11:16 AM
To: Hill, Keri <kshill1@pima.edu>
Cc: Silvyn, Jeff <jsilvyn@pima.edu>, Bea, David <dbea@pima.edu>, Davis, David <ddavis57@pima.edu>, Scott A. Holcomb <SHolcomb@dickinson-wright.com>, Angie Wesson <awesson@pima.edu>

Hi,

Yes, the BCT faculty are available next week. They are:

Patrick Lawless, BCT Dept. Head (plawless@pima.edu)
John Gerard, BCT Disc. Coordinator (jgerard@pima.edu)
Himat Khalsa, BCT faculty (hkhalsa1@pima.edu)
Jim Russell, BCT faculty (jrussell34@pima.edu)

Also, Jim and I are on the review committee, and we have signed confidentiality agreements. Patrick, John, and Himat would need to sign forms.

Greg

Greg Wilson
Dean of Applied Technology
Pima Community College
[1255 N. Stone Avenue](#)
[Tucson, AZ 85709-3125](#)
520-206-7134 office
520-904-0843 mobile
gwilson@pima.edu



PimaCommunityCollege

/// Keep striving.

EXHIBIT 54

Fax: 520-206-4990

Confidentiality Notice: This email may contain confidential attorney-client information and, if so, should not be disclosed or shared unless necessary. If you are not the intended recipient, please notify the sender and delete the email. **Note to PCC staff:** Forwarding this email may waive the attorney-client privilege.

On Fri, Mar 27, 2020 at 2:30 PM Davis, David <ddavis57@pima.edu> wrote:

We were told in the earlier process that out materials were premature, and that they would be used in the contract process.

On Fri, Mar 27, 2020, 1:59 PM Silvyn, Jeff <jsilvyn@pima.edu> wrote:

Allow me to clarify - I'm not looking for information about the process. With Jan's involvement, I have arranged for outside legal counsel who has experience with energy performance contracts to assist us with negotiating and drafting the contract with the selected vendor. There are personnel at the College, such as you, who have expertise that would be very helpful in crafting the specific provisions of the agreement. This meeting would be using Google hangouts, Zoom or some other remote technology.

Jeff Silvyn

General Counsel
Pima Community College
4905C E. Broadway Blvd.
Tucson, AZ 85709
Ph: 520-206-4678
Fax: 520-206-4990

Confidentiality Notice: This email may contain confidential attorney-client information and, if so, should not be disclosed or shared unless necessary. If you are not the intended recipient, please notify the sender and delete the email. **Note to PCC staff:** Forwarding this email may waive the attorney-client privilege.

On Fri, Mar 27, 2020 at 12:43 PM Clark, David <djclark3@pima.edu> wrote:

Good afternoon,

As we are both still under the confidentiality non-disclosure agreements of the selection committee, I do not believe we are at liberty to provide any details regarding the process.

My recommendation would be to contact Jan Posz for this information, as she lead the selection committee. Hopefully she should still have all of the details that we presented. I am sure she would be knowledgeable on the procedure of how to distribute the material.

Thank you,
David Clark
Superintendent of Operations
Pima Community College Facilities and Operations
6680 S. Country Club Rd
Tucson, AZ 85709-1700

520.206.2704 tel.
520.206.2665 fax.
djclark3@pima.edu

EXHIBIT 55



Soaring Hawk <[REDACTED]>

Fwd: Performance Contract notes for committee

1 message

maria garcia <jlgarcia1215@gmail.com>

Wed, Oct 14, 2020 at 12:01 PM

To: [REDACTED]

----- Forwarded message -----

From: **maria garcia** <jlgarcia1215@gmail.com>
Date: Sun, Sep 27, 2020, 9:51 AM
Subject: Fwd: Performance Contract notes for committee
To: Luis Gonzales <[REDACTED]>

----- Forwarded message -----

From: **maria garcia** <jlgarcia1215@gmail.com>
Date: Sat, Sep 26, 2020, 8:55 PM
Subject: Fwd: Performance Contract notes for committee
To: <Delaluz54@msn.com>

----- Forwarded message -----

From: **william ward** <[REDACTED]>
Date: Sat, Sep 26, 2020, 10:19 AM
Subject: Fwd: Performance Contract notes for committee
To: maria garcia <jlgarcia1215@gmail.com>

----- Forwarded message -----

From: **Davis, David** <ddavis57@pima.edu>
Date: Fri, Mar 27, 2020 at 3:38 PM
Subject: Re: Performance Contract notes for committee
To: Silvyn, Jeff <jsilvyn@pima.edu>
Cc: David Clark <djclark3@pima.edu>, Mike Posey <mposey@pima.edu>, Bill Ward <ward@pima.edu>

My email yesterday focusing on independent engineering/analysis is essential.

On Fri, Mar 27, 2020, 3:21 PM Silvyn, Jeff <jsilvyn@pima.edu> wrote:

We have now transitioned to the contracting phase. Input will be very helpful for ensuring that we have an agreement that best advances the College's interests.

Jeff Silvyn

General Counsel
Pima Community College
4905C E. Broadway Blvd.
Tucson, AZ 85709
Ph: 520-206-4678

EXHIBIT 56



Soaring Hawk <[REDACTED]>

Fwd: Performance Contract notes for committee

1 message

maria garcia <jlgarcia1215@gmail.com>

Wed, Oct 14, 2020 at 12:01 PM

To: [REDACTED]

----- Forwarded message -----

From: **maria garcia** <jlgarcia1215@gmail.com>
Date: Sun, Sep 27, 2020, 9:51 AM
Subject: Fwd: Performance Contract notes for committee
To: Luis Gonzales <[REDACTED]>

----- Forwarded message -----

From: **maria garcia** <jlgarcia1215@gmail.com>
Date: Sat, Sep 26, 2020, 8:55 PM
Subject: Fwd: Performance Contract notes for committee
To: <Delaluz54@msn.com>

----- Forwarded message -----

From: **william ward** <[REDACTED]>
Date: Sat, Sep 26, 2020, 10:19 AM
Subject: Fwd: Performance Contract notes for committee
To: maria garcia <jlgarcia1215@gmail.com>

----- Forwarded message -----

From: **Davis, David** <ddavis57@pima.edu>
Date: Fri, Mar 27, 2020 at 3:38 PM
Subject: Re: Performance Contract notes for committee
To: Silvyn, Jeff <jsilvyn@pima.edu>
Cc: David Clark <djclark3@pima.edu>, Mike Posey <mposey@pima.edu>, Bill Ward <wward@pima.edu>

My email yesterday focusing on independent engineering/analysis is essential.

On Fri, Mar 27, 2020, 3:21 PM Silvyn, Jeff <jsilvyn@pima.edu> wrote:

We have now transitioned to the contracting phase. Input will be very helpful for ensuring that we have an agreement that best advances the College's interests.

Jeff Silvyn

General Counsel
Pima Community College
4905C E. Broadway Blvd.
Tucson, AZ 85709
Ph: 520-206-4678

EXHIBIT 57

From: gwilson@pima.edu
To: jim.knutson@trane.com
CC:
Date: 3/27/2020 12:28:34 PM
Subject: Accepted: Pima/NC3/Trane Analytics' Certs Follow up Call @Fri Mar 27, 2020 12:30pm - 1:30pm (MST) (Knutson, James)
Attachments: [invite.ics](#)

gwilson@pima.edu has accepted this invitation.

Pima/NC3/Trane Analytics' Certs Follow up Call

When Fri Mar 27, 2020 12:30pm – 1:30pm Mountain Standard Time - Phoenix

Where Skype Meeting ([map](#))

Calendar Knutson, James

Who

- Knutson, James - organizer
- gwilson@pima.edu - creator
- Clark Coco
- Tortline, Chris
- Hines, Michael
- Archambault, Patrick
- May, Brice
- Patrick Lawless - optional

Attachments [image001.png](#)

Pima and Trane Team,
Am looking forward to our call in 15 Min. Here are the 4 Certs we will be discussing plus a potential addition that we are working on for a 5th.
Thanks,
Jim

[cid:image001.png@01D6043A.01DC08E0]

.....
Join Skype Meeting
Trouble Joining? Try Skype Web App
Join by phone

+17043709959,,131566599# (Dial-in Number) English (United States)

Find a local number

Conference ID: 131566599
Forgot your dial-in PIN? |Help

![OC([1033])!]
.....

Invitation from [Google Calendar](#)

You are receiving this courtesy email at the account jim.knutson@trane.com because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at <https://www.google.com/calendar/> and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to send a response to the organizer and be added to the guest list, or invite others regardless of their own invitation status, or to modify your RSVP. [Learn More](#)

EXHIBIT 58

From: **Hill, Keri** <kshill1@pima.edu>
Date: Fri, Mar 27, 2020 at 3:52 PM
To: Wilson, Greg <gwilson@pima.edu>
Cc: Silvyn, Jeff <jsilvyn@pima.edu>, Bea, David <dbea@pima.edu>, Davis, David <ddavis57@pima.edu>, Scott A. Holcomb <SHolcomb@dickinson-wright.com>, Angie Wesson <awesson@pima.edu>, Jan Posz <jposz@pima.edu>

Thanks, Greg.

Jan is out today, but we can follow up with her on Monday regarding confidentiality agreements.

Much appreciated!

Keri Hill
Executive Assistant
Office of the Executive Vice Chancellor for Finance & Administration
(520) 206-4792



From: **Davis, David** <ddavis57@pima.edu>
Date: Mon, Mar 30, 2020 at 8:32 AM
To: Silvyn, Jeff <jsilvyn@pima.edu>

A number of questions shown in the attached doc seem as though they should have been asked/worked out during the drafting of the RFP. The proposals were all over the place because we were not clear about what we were specifically looking for.

This was broken out in an earlier email to you, but we should be looking for independent consultation and validation.

Describe pre-ECM monitoring and assessment? We then need to engage an engineering company for oversight of the contractor calculations and recommendations. Again, my recommendations regarding estimates of savings on individual ECMs is important.

Let me know what I can do to help.

On Fri, Mar 27, 2020 at 9:30 AM Silvyn, Jeff <jsilvyn@pima.edu> wrote:

--
David Davis, CEM, CDSM - Energy Resource Manager
Pima Community College - M&S
6680 S. Country Club Rd, Tucson, AZ 85709-1810
520 206-2631

From: **Silvyn, Jeff** <jsilvyn@pima.edu>

EXHIBIT 59

From: "Wilson, Greg" <gwilson@pima.edu>
To: Jim.Knutson@trane.com
CC:
Date: 4/8/2020 6:00:37 PM
Subject: Re: CISA - Cybersecurity and Infrastructure Security Agency

Hi Jim,

I just reviewed the email to Lee, and it looks good to me. Your direction is aligned with what he mentioned to me during a quick call this afternoon. One other point to consider...does Trane address general safety issues?

Greg
Greg Wilson
Dean of Applied Technology
Pima Community College
1255 N. Stone Avenue
Tucson, AZ 85709-3125
520-206-7134 office
520-904-0843 mobile
gwilson@pima.edu



On Wed, Apr 8, 2020 at 12:59 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Thanks Greg, I know you are slammed so see my follow up note I sent around noon.

I mentioned to Lee these are just some ideas we would work with you and NC3 to bake the details (Pat Archambault is in charge of our program development) and coordinate with you and your team.

If you have time to send some feedback, that would be great and I'll incorporate in follow up and any subsequent meetings.

Hope you are doing well through all this craziness.

Jim

Jim Knutson

Director, Integrated Solutions

303 349 4281 Cell

Trane Technologies

<https://www.tranetechnologies.com>

Jim.Knutson@Trane.com



Trane Red Email (1)

From: Wilson, Greg <gwilson@pima.edu>

Sent: Wednesday, April 8, 2020 1:35 PM

To: Knutson, James <Jim.Knutson@trane.com>

Subject: Re: CISA - Cybersecurity and Infrastructure Security Agency

Alert: This is an external email.

Hi Jim,

Sorry for my delayed response. The deans have been inundated with scheduling and grading issues, and I haven't had a chance to respond. Responding to your morning message now...

Greg

Greg Wilson

Dean of Applied Technology

Pima Community College

1255 N. Stone Avenue

Tucson, AZ 85709-3125

520-206-7134 office

520-904-0843 mobile

gwilson@pima.edu



On Mon, Apr 6, 2020 at 3:23 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Greg,

I was hoping to connect as I'd like to get this to Lee, Ian and David with your notes if that's still a good idea.

Let me know your thoughts.

Best,

Jim

Jim Knutson

Director, Integrated Solutions

303 349 4281 Cell

Trane Technologies

<https://www.tranetechnologies.com>

Jim.Knutson@Trane.com

 Trane Red Email (1)

From: Knutson, James

Sent: Friday, March 27, 2020 8:55 AM

To: gwilson@pima.edu

Subject: CISA - Cybersecurity and Infrastructure Security Agency

Greg,

We look forward to the follow up call with you, Patrick and your team today.

In addition and as per our visit earlier this week, I'd like to get your thoughts and insight before or after our Analytics Certs call today. I know you and Lee, as well as our Trane team can see a silver lining for students and the exploding list of unemployed through your CTE programs amidst the Covid-19 turmoil.

So here's a few ideas I'm led to share:

1. If we were to prioritize critical infrastructure needs in the US (see attached CISA Guidance Doc pages 3-12 and the AZ Exec Order) and then overlay your current programs with the CISA Critical Services Guidance Document, it is an unbelievably amazing symbiotic opportunity.
2. What a positive message for all of those recently unemployed to “Shout-Out” to every news organization in Arizona and around the country. I could see Pima being the poster child news release story (with NC3) that would apply or represent all the NC3 Certification Centers across the US.
3. I didn’t fully realize until now how aligned PCC is to provide and support the CISA and the Department of Homeland Security needs with critical infrastructure health, medical, analytics, data centers, healthcare IT, cybersecurity programs, and other Essential Services. What an amazing drawing card that’s in unison to the programs or jobs that the Feds/State/Local healthcare organizations are in short supply of.
4. Our team is also in position to help you repurpose some of your current facilities, classrooms, labs and training facilities to accommodate these changes. Additionally, we would be able to repurpose classrooms and labs accordingly at the same time we perform the Investment Grade Energy Audit (IGA) and retrofit/remodel and then include the design & construction phase and/or in combination with the Trane IGA plus the Energy Infrastructure Utility Master Plan we would need to do to support the changes. (EIUMP)

Questions: If it’s of interest, we can help identify and compare and support NC3 with Essential Workers with Pima CC’s expanded or re-aligned programs?

1. What are the current or potential “on-line courses” we could help you to highlight?
2. What would be the obstacle and barriers that we might help to break down for you to go after a larger sector of potential on-line students and then help to prepare for the follow up labs for students?

In summary, this could show the potential students/parents the potential for immediate on-line training near term (or 0-3 Months) and related hands on training (4-12 Months) and degrees or careers (13-24 Months). Based on some of our new Trane/NC3 On-Line training programs and/or existing CTE/Basic Trane University Courses it would give us time to then have the 201 Hands On courses and facilities retrofitted and ready in a few months. We can imagine that you wouldn’t have time to administer this without help so we would like to lead NC3 other business partners in an effort to step up to the plate. From my earlier visit with Lee, some of these potential members and partners could be from Lee’s Board of Director organizations and

with our business partners at the AZ Chamber, Achieve60AZ, the AZIDP, Transformgov.org, AZ Superintendents Assoc., etc.

Would love to discuss and get your feedback when it works for you.

Best,

Jim

These are the workers the U.S. government deems ‘essential’ amid the coronavirus pandemic

[TERRY COLLINS](#), Fortune

March 20, 2020 3:23 PM EST

As more states like California and New York are ordering its millions of residents to stay home because of the [coronavirus](#), the U.S. Department of Homeland Security (DHS) has listed which industries and workers are “essential” to fighting the pandemic.

The list of essential employees—which is advisory, not a federal directive—was made as the U.S. has more than 16,000 confirmed cases of the virus, according to the Johns Hopkins University [coronavirus tracker](#) on Friday.

“If you work in a critical infrastructure industry, as defined by the Department of Homeland Security, such as health care services and pharmaceutical and food supply, you have a special responsibility to maintain your normal work schedule,” President Donald Trump said Monday.

And, according to the DHS [Cybersecurity & Infrastructure Security Agency](#) (CISA), there are 14 employment

categories that the agency identifies as Essential Critical Infrastructure Workers.

These include:

1. Health care and public health workers

Hospital and laboratory personnel, caregivers, mental health workers, doctors, nurses, researchers, pharmacists, dentists, social workers, technicians, as well as funeral home and cemetery workers.

2. Law enforcement, public safety, and first responders

Emergency management personnel, including police officers, firefighters, paramedics, and emergency medical technicians. The list also includes 911 call center workers and those who oversee emergency service operations.

3. Food and agriculture workers

Food and agriculture workers include those who work in grocery stores, pharmacies, restaurants (including delivery drivers), company cafeterias, animal agriculture workers, and the food and beverage industries. Farmers, food processing workers, warehouse workers, and food truck delivery drivers are also on the list.

4. Energy employees

This category includes utilities, telecommunications staffers, natural gas/propane workers, the electricity industry, engineers, cybersecurity/risk management staff, and environmental remediation.

5. Water and wastewater

Employees needed to operate and maintain drinking water and wastewater/drainage infrastructure.

6. Transportation and logistics

This includes mass transit workers, auto repair and maintenance workers, trash collectors, postal and shipping workers, air traffic controllers, air transportation employees, dispatchers, maintenance and repair technicians, warehouse workers, truck stop and rest area workers, and workers who maintain and inspect infrastructure.

7. Public works

Public works employees who operate, inspect and maintain dams, locks, levees, and bridges. This also includes

workers who oversee sewer main breaks, traffic signals and buried/underground utilities.

8. Communications and information technology

Technicians, operators, call centers, wireline and wireless providers, cable service providers, satellite operations, and manufacturers and distributors of communications equipment. Workers who support radio, television, and media service, including news reporters, studio, and technicians for news gathering and reporting, are also included in this category, as well as data center operators, HVAC and electrical engineers, security personnel, IT managers, software and hardware engineers, and database administrators.

9. Other community-based government operations and essential functions

Elections personnel, building employees, security staff, trade officials, weather forecasters, customs workers, and educators.

10. Critical manufacturing

Workers necessary for the manufacturing of materials and products needed for medical supply chains, transportation, energy, communications, food and agriculture, chemical manufacturing, nuclear facilities, the operation of dams, water and wastewater treatment, emergency services, and the defense industrial base.

11. Hazardous materials

Workers at nuclear facilities, workers managing medical waste, workers managing waste from pharmaceuticals and medical material production, and workers at laboratories processing test kits.

12. Financial services

Bank employees and other financial/lending institutions, as well as those needed to keep ATM services available to consumers.

13. Chemical workers

Workers supporting the chemical and industrial gas supply chains, including workers at chemical manufacturing plants, workers in laboratories, workers at distribution facilities, workers who transport basic raw chemical materials to the producers of industrial and consumer goods, including hand sanitizers, food and food additives, pharmaceuticals, textiles, and paper products.

14. Defense industrial base

Workers who support the essential services required to meet national security commitments to the federal government and U.S. military. These individuals, include but are not limited to aerospace; mechanical and software engineers, manufacturing/production workers; IT support; security staff; security personnel; intelligence support, aircraft and weapon systems mechanics and maintainers.

Personnel working for companies, and their subcontractors, who perform under contract to the Department of Defense providing materials and services to the Department of Defense, as well as government-owned/contractor-operated and government-owned/government-operated facilities.

The following list identifies workers who conduct a range of operations and services essential to continued critical infrastructure viability, including staffing operations centers, maintaining and repairing critical infrastructure, operating call centers, working construction, and performing management functions, among others. The industries they support represent, but are not necessarily limited to, medical and healthcare, telecommunications, information technology systems, defense, food and agriculture, transportation and logistics, energy, water and wastewater, law enforcement, and public works.

<https://www.cbia.com/resources/coronavirus/coronavirus-state-federal-updates/department-homeland-security-essential-industries/>

<https://www.cbia.com/wp-content/uploads/2020/03/CISA-Guidance-on-Essential-Critical-Infrastructure-Workers-1-20-508c.pdf>

Jim Knutson

Director, Integrated Solutions

Pacific Southwest / Pacific Northwest - Rocky Mountain Regions


Commercial HVAC North America

303 349 4281 Cell

Trane Technologies

<https://www.tranetechnologies.com>

Jim.Knutson@Trane.com

 Trane Red Email (1)



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TECHNOLOGIE

EXHIBIT 60

From: "Knutson, James" <Jim.Knutson@trane.com>
To: llambert@pima.edu
CC:
Date: 4/16/2020 5:55:41 AM
Subject: FW: EMPA Application & Resume
Attachments: EMPA Application with resume.pdf

Lee,
Would like to visit with you about Joe at some point.
You met him briefly last summer in Kenosha at the NC3 Annual Summit. Very interesting past and experience in a variety of roles.

Call and I can explain my thought on a role for Joe working for you at Pima CC.
Best,
Jim

Jim Knutson
Director, Integrated Solutions
303.349.4281 Cell

Trane Technologies
<https://www.tranetechnologies.com>
Jim.Knutson@Trane.com



From: Waneka, Joe <Joe.Waneka@pueblocc.edu>
Sent: Monday, April 13, 2020 1:21 PM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: EMPA Application & Resume

Greetings,

Please see the attached Executive MPA application that I used back in 2018 along with the most recent resume.

Thank you sir,
Joe

Joe Waneka
Director of Facility Services | Pueblo Community College
900 W. Orman Ave. | Pueblo, CO 81004
Office (719) 549-3291 | Cell (719) 924-4250



Jim Knutson, Director of Integrated Solutions
Trane Technologies
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

EXHIBIT 61

From: "Knutson, James" <Jim.Knutson@trane.com>
To: gwilson@pima.edu
CC:
Date: 4/24/2020 9:57:27 AM
Subject: FW: APPA Covid Financial Impacts
Attachments: BKD Webinar 4_23_2020 Learning Materials R.pdf

FYI – thought you might want to review this. It sure seems we need to push hard to repurpose on-line programs (and labs) that align with essential services. (as per my previous email). Am very anxious to get under contract and so we can get going and maybe at least have outdoor meetings! J

Jim Knutson
Director, Integrated Solutions
303 349 4281 Cell

Trane Technologies
<https://www.tranetechnologies.com>
Jim.Knutson@Trane.com



From: Huberty, Thomas <Thomas.Huberty@tranetechnologies.com>
Sent: Friday, April 24, 2020 10:32 AM
To: Knutson, James <Jim.Knutson@trane.com>; Bauer, Eric <Eric.Bauer@tranetechnologies.com>; Cummings, Lawrence <Larry.Cummings@trane.com>; Hines, Michael <Michael.Hines@tranetechnologies.com>; Alexander, Neil <neil.alexander@trane.com>; Archambault, Patrick <PArchambault@trane.com>
Cc: Schnetzka, Mark <MSchnetzka@trane.com>
Subject: RE: APPA Covid Financial Impacts

Ditto- I'm registered as well for this. NACUBO had one yesterday that I participated in as well. I attached the slides from that here While the later portions got deep into Endowment management, there were a few interesting nuggets/talking points in the beginning which touched on changing value props for Institutions and rigorous review of academic programs.

Thomas

From: Knutson, James <Jim.Knutson@trane.com>
Sent: Friday, April 24, 2020 11:22 AM
To: Bauer, Eric <Eric.Bauer@tranetechnologies.com>; Cummings, Lawrence <Larry.Cummings@trane.com>; Huberty, Thomas <Thomas.Huberty@tranetechnologies.com>; Hines, Michael <Michael.Hines@tranetechnologies.com>; Alexander, Neil <neil.alexander@trane.com>; Archambault, Patrick <PArchambault@trane.com>
Cc: Schnetzka, Mark <MSchnetzka@trane.com>
Subject: RE: APPA Covid Financial Impacts

Yes – will do. They also post the entire conversation on the APPA website. I'll get whomever my APPA member log-in too if there's something really helpful. There was about a 10 minute section of last week's Town Hall that was very insightful.

Jim Knutson
Director, Integrated Solutions
303 349 4281 Cell

Trane Technologies
<https://www.tranetechnologies.com>
Jim.Knutson@Trane.com



From: Bauer, Eric <Eric.Bauer@tranetechnologies.com>
Sent: Friday, April 24, 2020 10:19 AM
To: Knutson, James <Jim.Knutson@trane.com>; Cummings, Lawrence <Larry.Cummings@trane.com>; Huberty, Thomas <Thomas.Huberty@tranetechnologies.com>; Hines, Michael <Michael.Hines@tranetechnologies.com>; Alexander, Neil <neil.alexander@trane.com>; Archambault, Patrick <PArchambault@trane.com>
Cc: Schnetzka, Mark <MSchnetzka@trane.com>
Subject: RE: APPA Covid Financial Impacts

Assuming 1 or all of you are attending this webinar??

I am double booked and cannot. A debrief or summary of the call/discussions would be greatly appreciated.

Thanks,
Eric

-----Original Appointment-----

From: Knutson, James <Jim.Knutson@trane.com>

Sent: Friday, April 24, 2020 6:50 AM

To: Cummings, Lawrence; Huberty, Thomas; Bauer, Eric; Hines, Michael; Alexander, Neil; Archambault, Patrick

Subject: APPA Covid Financial Impacts

When: Friday, April 24, 2020 10:30 AM-12:00 PM (UTC-07:00) Mountain Time (US & Canada).

Where:

COVID-19: The Higher Education Financial Situation & Futures Friday, April 24, 2020 12:30 pm - 2:00 pm (ET) Approved for CEU, APPA Points, and AIA CLUs (1.5) Presenters: Jim Hundrieser, Inaugural Vice President for Consulting Services, NACUBO Bill Paulus, Associate Vice President for Facilities Management, University of Minnesota Andrew Sharman, Vice President, Facilities & Operations, University of Alberta, Canada Moderator: Lander Medlin, Executive Vice President, APPA SAVE THE DATE: May 1, 2020 12:30 pm - 2:00 pm (ET) Impact of COVID-19 on Space - A Very New Frontier CONNECT WITH US: APPA: Leadership In Educational Facilities 1643 Prince Street | Alexandria, VA 22314 Ph: 703-684-1446 | Fax: 703-549-2772 | Web: www.appa.org Unsubscribe Here

EXHIBIT 62

From: "Knutson, James" <Jim.Knutson@trane.com>

To: llambert@pima.edu

CC:

Date: 4/30/2020 5:35:09 AM

Subject: RE: Thoughts

Lee,

My initial feedback is that we have been, are fully positioned, and selected but not under contract yet with you/PCC and are ready to step up with the full strength and resources of our Trane Technologies teams to come alongside you in this research, design, and implementation. This slide below is my very rough attempt at explaining all the impacts that we are currently preparing for ASU too and dozens if not hundreds of customers across the country who are asking the same questions and looking at hundreds of potential solutions. We have our National Lighting team involved with **Three of our Tiger Teams researching UV Germicidal Lighting and Photo Biology...** We have a checklist of questions to ask these types of UV and various analytics companies so here's just one of many questions on our list:

- Ask for testing from 3rd party test lab like UL or Intertek including safety and specific performance of radiation emitted
 - IES LM-58-13, LM-51-13 or LM-79-19, LM-85-14 with full color report and spectral distribution that includes distribution for each: UVA, UVB & UVC that they are saying the light contains so we can see how much of each is in the source
 - Polar plot to show intensity and distribution and distances

I'm not personally qualified to vet the companies, products, effectiveness & the right application in your buildings, plus cost, etc. regarding the info you sent last night, but I have forwarded the emails to our technical teams for review and I hope to get feedback as soon as possible.

Regarding the Senseware analytics company/sensors/products, it may be a good product but they are a young start-up (7 years) with 750 connected buildings and their analytics does not seem to be as robust as ours. We could potentially select them in our design effort as a vendor/partner if their sensors or products might be best value, but does it truly fit into the "hour one, day one and day two" evaluation that needs to be done? My thought is that we have our very versatile analytics platform and contract ready to be signed (David Bea said he was sending early this week but am still waiting to see it) with the Virtual Living Learning Lab so it could fit into our NC3 certs too that Pat Archambault is ready to roll out. Plus, Trane is over 100 years old think we are about 20,000 connected buildings with our analytics with local design support (GLHN and Trane National resources) local AZ service & support team members, energy impact analysis and there are so many other potential options to consider. We are also a "politically safe" company to work with in this effort too.

We would include these reliable resources and many more too in our support during the IGA:

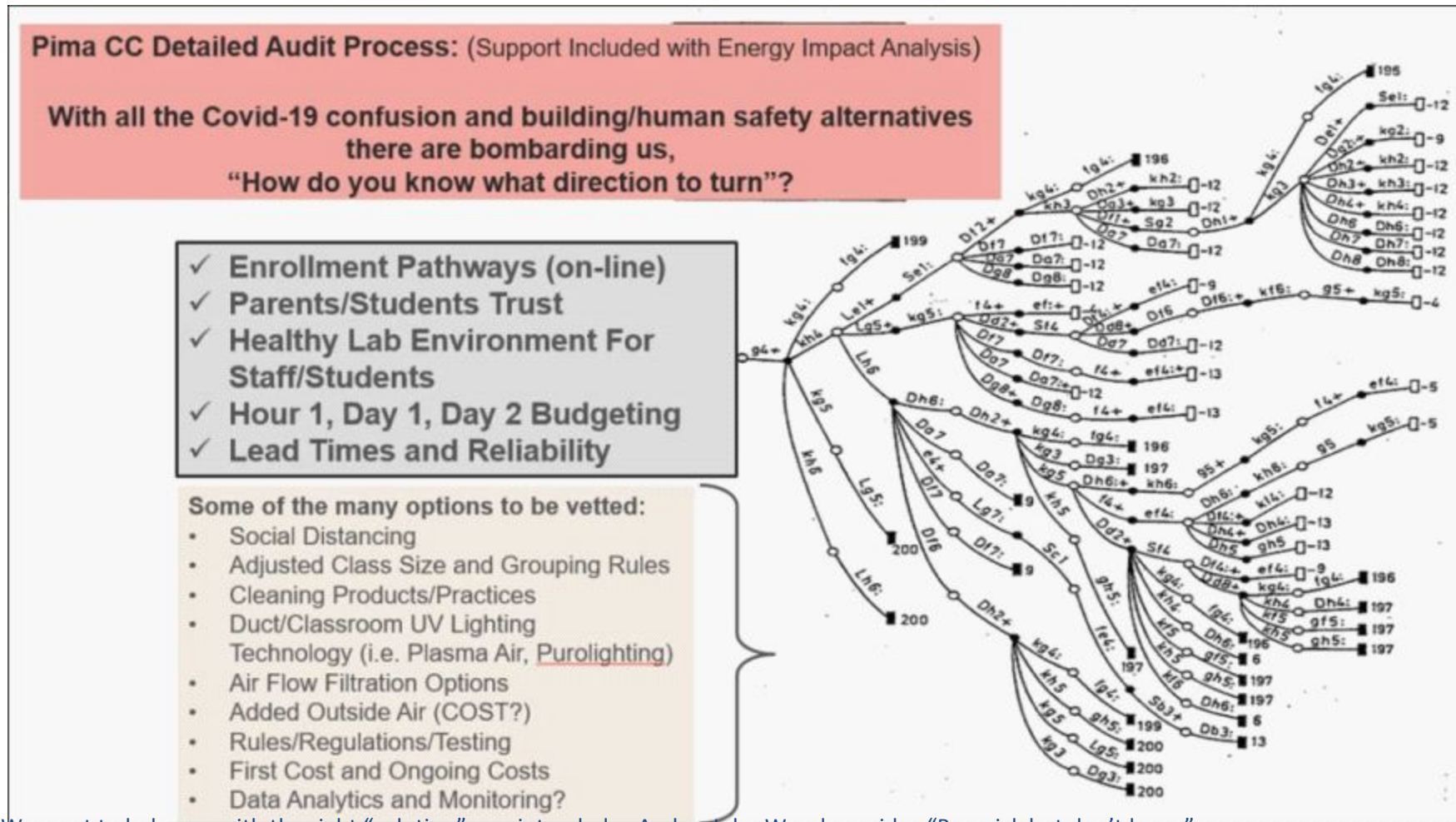
<https://www.ies.org/standards/committee-reports/ies-committee-report-cr-2-20-faqs/> (Illumination Society)

<https://www.ashrae.org/technical-resources/schools#getready> (ASHRAE)

<https://www.ashrae.org/technical-resources/commercial#review> (ASHRAE)

https://www.ashrae.org/file%20library/technical%20resources/covid-19/schools_a3.pdf (ASHRAE)

<https://www.cushmanwakefield.com/en/netherlands/six-feet-office> (Cushman & Wakefield)



We want to help you with the right “solution” pun intended... And as John Wooden said... “Be quick but don’t hurry”.

More to follow and as you know, it’s been so frustrating as it has taken way too long getting us on board so we can come alongside you with the full depth and breadth of resources as your partner in all the exciting ways we’ve been talking about.

Be well and stay healthy and am so much looking forward to helping you in this effort.

Jim

Jim Knutson

Director, Integrated Solutions
303 349 4281 Cell

Trane Technologies
<https://www.tranetechnologies.com>
Jim.Knutson@Trane.com



From: Lee Lambert <llambert@pima.edu>
Sent: Wednesday, April 29, 2020 6:28 PM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: Thoughts

Alert: This is an external email.

Hi Jim, I would love to get your thoughts on this. I will forward another one of those in a separate email. Thanks, Lee

Sent from my iPhone

EXHIBIT 63



**District Office
Procurement Services**

Procurement & Payment Services
4905D E Broadway Blvd.
Tucson, AZ 85709
Telephone (520) 206-48769
Fax (520) 206-4536

PimaCountyCommunityCollegeDistrict

May 12, 2020

Mr. Dean Oakley
Trane U.S. Inc.
850 W. Southern Ave.
Tempe, AZ 85282

Re: Request for Proposal P20/10015: Comprehensive, Integrated Energy Management Program

Mr. Oakley:

Congratulations! Pima Community College has completed the RFP evaluation process for the above referenced solicitation and is pleased to invite your firm to enter into contract negotiations. Please note that the formal contractual agreement required for these services is attached for your review and execution.

Please provide the following information for the basis of our negotiations:

1. Please provide your firms Best & Final Cost Proposal, based on your review of the attached required contract for these services; and your firm's reconsideration of its original offer presented for evaluation.
2. Exceptions to College's Agreement for Services:
 - a. Your firm should NOT include its own standard form of agreement with the proposal. The College's Agreement for Services (including the Insurance Requirements, general and supplemental Terms and Conditions) will be used to consummate any resulting agreement between the College and successful offeror (see the attached Contract Agreement).

- b. Any exceptions requested for the attached College' Agreement must be presented as part of this negotiation process, using the Exception Form provided as attachments to the RFP (see the attached Exceptions Form).
- c. Your firm is expected to engage in good faith negotiations with the College and, as such, is encouraged to select a reasonable number of agreement terms of substance and importance. Lengthy exceptions lists or requests for exceptions to non-negotiable contract provisions (i.e. state-mandated requirements; federal compliance, etc.) will not be considered.

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship with the PCC. In the event that the College is not able to negotiate a satisfactory contract with your firm, the College will terminate negotiations.

Please provide your response to this notice on or before Tuesday, May 19, 2020 to the following Contract Officer's email address; jposz@pima.edu, please contact me should you have any questions.

Thank you for your attention to this matter. We look forward to hearing from you.

Sincerely,

Jan Posz 05/12/2020

Jan Posz, C.P.M.
Sr. Buyer

Enclosures



**COMPREHENSIVE, INTEGRATED
ENERGY MANAGEMENT PROGRAM
AGREEMENT**

Between

PIMA COUNTY COMMUNITY COLLEGE DISTRICT

And

TRANE U.S. INC.

[Date]

Proposal No. P20/10015

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- 11 INSURANCE**
- 12 TERMINATION**
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- B Insurance Requirements**
- C College Facilities**
- D IGA Scope of Services**
- E PDP) Requirements**
- F CEAT Requirements**
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- H Cost and Pricing for IGA Development**
- I Sample Savings Measurement and Verification Plan**
- J ESPP Amendment**

COMPREHENSIVE, INTEGRATED ENERGY MANAGEMENT PROGRAM AGREEMENT

THIS COMPREHENSIVE, INTEGRATED ENERGY MANAGEMENT PROGRAM AGREEMENT (“**Agreement**”) is made effective as of the date of last signature hereto (“**Effective Date**”) by and between PIMA COUNTY COMMUNITY COLLEGE DISTRICT (“**College**”), a political subdivision of the State of Arizona, located in Tucson, Arizona, and _____ (“**Contractor**”/“**CONTRACTOR**”), a(n) _____ corporation, with a principal place of business at _____. College and Contractor are collectively referred to as Parties (“**Parties**”) and individually as Party (“**Party**”) herein.

RECITALS:

- A. College is authorized pursuant to Arizona Revised Statutes (“**A.R.S.**”) § 34-105 to enter into a guaranteed energy cost savings agreement with a qualified provider in furtherance of its comprehensive energy management program.
- B. On October 11, 2019, College issued Request for Proposals No. P20/10015 (“**RFP**”) to develop and implement a comprehensive energy management program, to include system controls and equipment and training services for integration into College’s Center of Excellence of Applied Technology, including (but not limited to) the following expectations:
 - Assessing current systems and equipment to develop lifecycle replacement plans for systems, controls, and equipment in a large multi-location organization;
 - Establishing and tracking sustainability and energy and cost reduction goals;
 - Identifying and/or providing funding sources and financing options suited to the College’s needs;
 - Implementing smart technology and data analytic platforms to monitor efficiency and optimize system performance;
 - Designing and implementing living labs, including integrating industry-standard technology and training into academic curricula and facilitating hands-on, experiential learning opportunities for faculty and students; and
 - Promoting program awareness and accomplishments via interactive web-based dashboards, publications, and other media.
- C. Contractor was selected as the successful qualified provider under the RFP.
- D. College wishes to engage Contractor to perform the Services as set forth in **Article 2** below pursuant to the terms of this Agreement and the Contract Documents (“**Services**”).

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual promises and obligations herein, the Parties agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 Contract Documents

1.1.1 The following listed documents are listed in order of precedence and constitute the Contract Documents, and they are all fully a part of this Agreement and General Conditions and incorporated by this reference:

- 1.1.1.1 This Agreement, including the above Recitals, as may be modified by written Change Order under **Article 7** below agreed to in writing and executed by the Parties;
- 1.1.1.2 The Exhibits hereto;
- 1.1.1.3 The ESPP Amendment, if and as formally accepted and entered into by College ;
- 1.1.1.4 The Final Report, including the IGA and PDP;
- 1.1.1.5 The RFP;
- 1.1.1.6 Contractor's Response to the RFP;
- 1.1.1.7 The Deliverables (including specifications, drawings, warranties, etc.) provided by Contractor under this Agreement
- 1.1.1.8 Contractor's Insurance Endorsement and Certificates of Insurance
- 1.1.1.9 The College Policies as set forth in § 1.5 below.

1.2 Conflicts

In the event of any inconsistency between any of the terms of the before enumerated documents, such inconsistencies shall be resolved by giving precedence to the terms of the lowest numbered of the above numbered documents.

1.3 Legal Requirements

Anything in these Contract Documents to the contrary notwithstanding, the provisions of all applicable laws, rules and/or regulations including without limitation of the Federal government and its agencies, State of Arizona and its agencies, Pima County, and any municipalities, in effect at the time of the execution of this Agreement shall be a part of the contract between the Parties and shall take precedence over the Contract Documents.

1.4 Changes

- 1.4.1 **Change Orders:** Other than the ESPP Amendment under **Article 7** below, all changes or modifications of the Contract Documents may only accomplished through written agreement of the Parties executed by the Parties designated Project Representatives in a Change Order pursuant to **Article 9** below.
- 1.4.2 **Emails:** Communications may be exchanged by e-mail upon the written agreement of College and Contractor, but e-mail cannot change the terms of the Contract

Documents or the Scope of Services, or effectuate any change that requires a written amendment or approval. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

1.5 College Policies

As a public institution of higher education, a government entity of the state of Arizona and employer, College has important policies in place, including without limitation, relating to activities engaged in on or relating to: its facilities; procurement of services and materials; dealing and communications with its staff, students and constituents; maintaining confidentiality of records and data; and harassment and discrimination (collectively “**College Policies**”). Failure to comply with the College Policies shall be a material default under this Agreement and may, in College’s sole discretion, be considered a basis for termination or other remedies under this Agreement.

1.6 Communications

Contractor shall not communicate with any College employee, staff, student, constituent, contractor or supplier, including members of the College Governing Board (“**Board**”), without the prior written approval of the College Designated Representative (as defined in Article 10 of this Agreement). The Parties will endeavor to create an agreed written communication protocol before or shortly after the execution of this Agreement.

1.7 Time

Time is of the essence of this Agreement and each deadline and milestone in the Contract Documents is a material term.

1.8 Marketing and Promotional Materials

Contractor shall not utilize the name or likeness or any photograph, video, or any other materials related to College, College Facilities, or the Services without the prior written consent and approval of College’s Executive Vice Chancellor of Finance. Any press release or other publications related to College or the Services must be pre-approved in writing by College.

1.9 A.R.S. § 34-105

All terms and requirements in the Contract Documents will be interpreted consistent with and incorporate all applicable provisions of, and all Services will be performed and provided in full compliance with, A.R.S. § 34-105.

ARTICLE 2 - SERVICES

2.1 Scope of Services

The Services will be performed in integrated individual statements of work, as set forth in the RFP, including the following key components:

- 2.1.1 **Investment Grade Audit and Project Development Proposal:** Contractor to perform an IGA and develop a PDP to determine the feasibility of entering into the

ESPP as set forth in **Article 3** below, and **Exhibit D** (“**IGA Scope of Services**”) and **Exhibit E** (“**PDP Requirements**”) at College’s designated Facilities as set forth in **Exhibit C** (“**Facilities**”) and present them to College for review and possible acceptance.

- 2.1.2 **Energy Savings Performance Program:** If the IGA establishes to the satisfaction of College that energy, water, demand, and operational saving measures set forth in the PDP (developed and presented as set forth in **Article 3** below and **Exhibit 4**), are feasible, and if the amount of savings will be reasonably sufficient to cover all costs, as defined and determined by the College, associated with an **ESPP**, the Parties intend to negotiate an ESPP Amendment (“**ESPP Amendment**”) under which Contractor will design, procure, install, implement, provide training and support, maintain, measure and verify savings from such energy and operating saving measures for such facilities as College specifies and determines are appropriate. However, this intent to negotiate the ESPP Amendment does not commit College to any portion of the ESPP, nor to enter into the ESPP Amendment.
- 2.1.3 **Commissioning, Training, Support, and Monitoring:** Contractor shall be responsible for providing, and the IGA, PDP, ESPP, and ESPP Amendment shall consider and include, all necessary commissioning, training, support and monitoring to establish and track sustainability and energy, water, and cost reduction goals, implementing smart technology and data analytic platforms to monitor efficiency and optimize system performance; and promoting program awareness and accomplishments via interactive web-based dashboards, publications, etc., as set forth in the RFP.
- 2.1.4 **Center of Excellence of Applied Technology:** Throughout Contractor’s performance under this Agreement, Contractor will work collaboratively with College’s administration and faculty in designing and implementing a program to integrate the components, technology and systems included in the ESPP and ESPP Amendment: designing and implementing living labs, including integrating industry-standard technology and training into academic curricula and facilitating hands-on, experiential learning opportunities for faculty and students and other industry standards into the **CEAT** as set forth in **Article 5** below and **Exhibit F** hereto (as more fully developed and amended throughout performance of this Agreement). Contractor’s plan for the implementation, schedule, support, collaboration, documenting, curriculum, investment in, and cost for the CEAT shall be considered and included in the IGA, PDP, Final Report, ESPP, and ESPP Amendment.
- 2.1.5 **Funding Sources:** Contractor shall identify and/or provide funding sources and financing options suited to College’s needs and appropriate for the PDP and ESPP. Contractor’s funding proposal shall be included in the IGA, PDP, Final Report and ESPP, if such funding is accepted by College a separate agreement may be required.

2.2 Team Approach

College desires to implement a comprehensive “Team Approach” to the design, construction, implementation and documentation of all aspects of the Services, creating a “team” or “win-win-win” arrangement. This “Team Approach” will include, but not be limited to, attendance and participation in all meetings and work sessions required under the Contract Documents or by College, to facilitate College’s intension to follow a highly interactive process and team approach, designed to incorporate many interests and the participation of key stakeholders, including College administrators, faculty, students and staff, and the Parties’ respective contractors, consultants, subcontractors and subconsultants working together in an integrated, coordinated and cooperative manner for the benefit of all the members of the team and College’s constituents.

2.3 Standard of Care

College is relying upon Contractor’s qualifications and professional expertise in performing the Services. Contractor shall perform its Services in accordance with the highest standard of care, and no less than commercially acceptable standards, practiced by firms in performing the type of services encompassed in this Agreement.

2.4 Contractor Diligence And Thoroughness

Contractor will be responsible for performing proper due diligence in and thoroughly investigating and documenting all necessary information, investigation, testing and analysis in performing the Services.

2.5 Meetings and Presentations

Contractor shall fully participate in the preparation for, and attend and participate in, meetings and presentations related to the Services and the ESPP when and as requested by College.

2.6 Notice of Changed Conditions

Contractor shall provide prompt and early written notice to College’s Designated Representative of any issues, changes or unanticipated circumstances, problems, or anything else that could negatively impact Contractor’s performance of the Services, and/or the scope, cost, timing, quality, or implementation of the ESPP, including the: (i) budget; (ii) schedule; (iii) the ability to timely, efficiently, effectively, and fully achieve the ESPP or the benefits thereunder; (iv) College’s expectations and/or objectives as reflected in the Contract Documents; and/or (v) the ability for to fully and accurately manage the ESPP.

2.7 Critical Path Schedules

Contractor shall develop and maintain a Master Schedule (“**Master Schedule**”) for the ESPP and schedules for each projects and/or major component of the ESPP. Unless otherwise directed in writing by College, all schedules related to performance of the Services and implementation of the ESPP (including for individual projects under the ESPP) shall be created and maintained on a Critical Path Basis (“**Critical Path Basis**”) in a form approved in writing by College. Once approved by College, schedules will not be changed without College’s prior written approval. Unless another timeframe is agreed to by the Parties, all schedules will be

updated no later than the 10th (tenth) day of each month unless otherwise agreed to by the Parties in writing.

ARTICLE 3 - INVESTMENT GRADE AUDIT AND PROJECT DEVELOPMENT PROPOSAL

3.1 Final Report Including the IGA and PDP

- 3.1.1 Contractor agrees to complete a Final Report (“**Final Report**”), prior to the assessment/audit, in the form and substance acceptable to College, which will include the IGA and PDP, and tender the Final Report to College a final report within [REDACTED] calendar days from the effective date of this Agreement.
- 3.1.2 Prior to formally presenting the Final Report to the College, Contractor shall provide a draft of the Final Report to College to review and comment upon, and the Parties may negotiate and refine the draft Final Report in the best interest of College, and if College determines that it is in the best interest of College to extend the time period under § 3.1.1 above, College may, at its sole and absolute discretion, do so by written notice to Contractor.
- 3.1.3 If a Final Report in full compliance with the Contract Documents is not presented to College with the time period set forth in § 3.1.1 above, College may terminate this Agreement immediately upon giving written notice to Contractor without any liability or further obligation on College.

3.2 IGA

Contractor agrees to perform the IGA in accordance with **Article 2** and § **3.1** above and **Exhibit D**, including, without limitation:

- 3.2.1 Contractor CONTRACTOR agrees to complete the Milestones (“**IGA Milestones**”) and provide the Deliverables (“**IGA Deliverables**”) in compliance with the schedule (“**IGA Schedule**”) set forth in **Exhibit D** to be included in the Final Report.
- 3.2.2 The IGA will establish the exact scope of the guaranteed energy cost savings contract, the fixed cost savings guarantee amount and the methodology for determining actual savings using a properly established energy baseline (“**Energy Baseline**”).
- 3.2.3 Pursuant to A.R.S. § 34-105, the information to develop the Energy Baseline shall be derived from historical energy costs or actual energy measurements or shall be calculated from energy measurements at the facility where energy cost savings measures are to be installed or implemented. The Energy Baseline shall be established before the installation or implementation of energy cost savings measures.
- 3.2.4 The cost and pricing analysis for the IGA will be based upon **Exhibit H** (Cost and Pricing for IGA Development).
- 3.2.5 The specific resources College will to commit and/or provide (and the cost thereof), including administrative staff, facility staff, records and data, technology and other infrastructure, office space and other resources (“**College Committee Resources**”).

3.3 PDP

Contractor agrees to prepare, in accordance with **Article 2** and **§ 3.1** above and **Exhibit E**, and offer, as part of the Final Report, the PDP based upon and incorporating the findings and elements of the IGA, including, without limitation:

- 3.3.1 Contractor agrees to complete the Milestones (“**PDP Milestones**”) and provide the Deliverables (“**PDP Deliverables**”) in compliance with the schedule (“**PDP Schedule**”) set forth in **Exhibit E**;
- 3.3.2 The PDP Deliverables will include, without limitation, plans for: commissioning, training, support and monitoring, College Committee Resources to be allocated/utilized, and to provide as-built documentation and databases that will fully integrate with College’s facilities management systems and software.
- 3.3.3 Contractor agrees to work with College to develop and present as an integral part of the PDP a comprehensive program to make the CEAT a successful ongoing academic, training, research and development program as set forth in **§ 2.1.3** above and in **Exhibit F**.
- 3.3.4 A written guarantee by Contractor pursuant to A.R.S. § 34-105 that the energy cost savings of each project will meet or exceed the costs of the energy cost savings measures over the expected life, according to the manufacturer's equipment standards, of the energy cost savings measures implemented, the term of the financial agreement (if any) or twenty-five (25) years, whichever is shortest.
- 3.3.5 The PDP Deliverables will also include a Savings Measurement and Verification Plan in a form and substance acceptable to College and fully conforming to A.R.S. § 34-105.

3.4 COOPERATIVE AND COLLABORATIVE

Consistent with the Team Approach, College agrees to reasonably assist Contractor in performing the IGA and developing the PDP, and agrees to work diligently to provide full and accurate information. Contractor agrees to work diligently to assess the validity of information provided, perform all necessary investigation and testing, and perform the proper analysis to confirm or correct the information as needed. The Parties contemplate that this will be an interactive process and that College will have a reasonable amount of time, but no less than days, to review and determine acceptance at each Milestone, and the 30%, 90% and 100% stage of completion of the Final Report.

ARTICLE 4 - ACCEPTANCE OF IGA AND PDP**4.1 Acceptance of IGA and PDP**

The process for submitting the Final Report, including the IGA and PDP, for approval will include the following, together with any other process the College may request:

- 4.1.1 During and after receipt of the Final Report, College shall have the right to review and verify any portion thereof, including without limitation the supporting data,

documentation, assumptions and information, and to engage its own consultants to do so.

- 4.1.2 The Parties shall meet and Contractor shall respond to any questions or concerns prior to presenting the Final Report to the Board.
- 4.1.3 If and to the extent requested by College, Contractor shall participate in the presentation of the Final Report to College's Board, and in any communication or presentations, to staff, students, constituents and/or the public.
- 4.1.4 College may reject or accept the IGA and/or PDP in whole or in part and/or request modifications thereto before acceptance.
- 4.1.5 Any acceptance shall only be effective after a proper vote by the Board and execution of a formal written Notice of Acceptance by all required representatives of College ("**Acceptance Notice**").

4.2 Submittal to Governor's Office

Pursuant to A.R.S. § 34-105, if an ESPP Amendment is entered into by the Parties, Contractor shall transmit a copy of the approved Final Report to the Governor's office of energy policy.

ARTICLE 5 - CENTER OF EXCELLENCE OF APPLIED TECHNOLOGY

The IGA, PDP, Final Report, ESPP and ESPP Amendment will each include an analysis of and plan for implementing the CEAT pursuant to § 2.1.4 above and **Exhibit F**.

ARTICLE 6 - FINANCING PROPOSAL

The IGA, PDP, Final Report, ESPP and ESPP Amendment will each include an analysis and proposal of viable options and recommendations for financing the ESPP in whole or in part pursuant to § 2.1.4 above and **Exhibit G**.

ARTICLE 7 - ENERGY SAVINGS PERFORMANCE PLAN (ESPP) AMENDMENT

7.1 ESPP Amendment Approval

The accepted IGA and PDP shall be the basis for the ESPP to be finalized by the Parties and memorialized in a formal ESPP Amendment in the form attached as **Exhibit J**.

- 7.1.1 The Parties shall negotiate an appropriate ESPP Amendment which shall not be effective unless and until executed by the Parties and in the event that the dollar amount exceeds the Simplified Acquisition Threshold (SAT) limit, the ESPP Amendment shall be submitted to the Board for review and approval.
- 7.1.2 If determined to be appropriate by College, the ESPP Amendment may be submitted to the Board at the same time as the Final Report.

- 7.1.3 If and to the extent requested by College, Contractor shall participate in the presentation of the ESPP Amendment to the Board, and in any communication or presentations, to staff, students, constituents and/or the public.
- 7.1.4 Any ESPP Amendment shall only be effective after a proper vote by the Board and execution of a formal written ESPP Amendment by all required representatives of College and Contractor.

7.2 Compensation

The ESPP Amendment shall set forth the compensation to be paid to Contractor for implementation of the ESPP, including without limitation:

- 7.2.1 Contractor fee not to exceed [REDACTED] percent of the actual savings realized.
- 7.2.2 Other costs and payments consistent with **Exhibit H**.
- 7.2.3 The payment processing process and schedule.
- 7.2.4 Contractor's payments for, and committed investments in the CEAT.

7.3 Bonds

In relation to installation of any equipment pursuant to an approved ESPP, as amended, Contractor shall secure and provide to College the bonds required under A.R.S. § 34-105(L), including construction payment and performance bonds under Title 34 and the College Policies, as determined by College.

7.4 Energy Cost Saving Guarantee

The ESPP Amendment shall include a written guarantee by Contractor that the energy cost savings will meet or exceed the costs of the energy cost savings measures over the expected life, according to the manufacturer's equipment standards, of the energy cost savings measures implemented, the term of the financial agreement or twenty-five years, whichever is shortest, and Contractor shall:

- 7.4.1 For the term of this Agreement, prepare a measurement and verification report on an annual basis in addition to an annual reconciliation of savings.
- 7.4.2 Reimburse College for any shortfall of guaranteed energy cost savings on an annual basis.
- 7.4.3 Use the international performance and measurement and verification protocol standards or the federal energy management program standards to validate the savings guarantee.

7.5 Performance Under the ESPP Amendment

The performance, rights and duties of the Parties and the implementation of the ESPP shall be governed by this Agreement as amended by the executed ESPP Amendment, and the other Contract Documents.

7.6 Construction Activities

To the extent Contractor's performance under the ESPP Amendment involves construction by Contractor or by subcontractors engaged by Contractor, the terms of College's current standard Construction Contract and General Conditions Between College and Contractor then in place shall apply to those scopes of work in addition to the terms of the Contract Documents, and College will administer those scopes of work accordingly, unless otherwise expressly agreed in writing by the Parties in relation to that specific scope of work.

7.7 Related Party Transactions

7.7.1 The term "**Related Party**" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with Contractor; any entity in which any stockholder in, or management employee of, Contractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Contractor as well as any member of the immediate family of any party identified above.

7.7.2 If any of the costs to be reimbursed arise from a transaction between Contractor and a Related Party, Contractor shall notify College in writing of the specific nature of the contemplated transaction, including the identity of the Related Party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If College, after such notification, authorizes in writing the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and Contractor shall procure the work, equipment, goods or service from the Related Party. If College fails to authorize the transaction, Contractor shall procure the work, equipment, goods or service from some person or entity other than a Related Party.

ARTICLE 8 - COMPENSATION TO CONTRACTOR

8.1 Savings Not Possible

Should Contractor determine at any time during the IGA that savings cannot be attained to meet the covenants set forth herein, Contractor shall give immediate written notice to College and if College agrees in writing or the issues causing the determination that sufficient savings cannot be obtained cannot be resolved to the satisfaction of College, the IGA will be terminated by written notice to Contractor by College, and College shall have no obligation under this Agreement or otherwise to pay, in whole or in part, any amount for non-disputed services already rendered.

8.2 Calculation of Compensation for Pre-ESPP Amendment Services

For performance of the Services under this Agreement prior to the ESPP Amendment, Contractor shall be compensated consistent with A.R.S. § 34-105 as follows:

- 8.2.1 **Project With Insufficient Savings:** College shall have no payment obligations under this Agreement in the event that Contractor's IGA and PDP do not contain a package of energy, water and operating savings measures which, if implemented meet the terms of the Contract Documents, including specifically **Exhibits D and E**, will provide College with cash savings in accordance with A.R.S. § 34-105 sufficient to fund College's payments of all expenses and fees associated with the ESPP, including: 1) the fee associated with generating the IGA and PDP, 2) all monthly payments or other payments on a lease purchase agreement or other agreement to finance the ESPP (if any), and 3) any annual fees for monitoring and maintenance to be paid to Contractor, but excluding the separate costs associated with the CEAT.
- 8.2.2 **Payment through ESPP Amendment:** College shall have no payment obligations under this Agreement unless Contractor and College execute an acceptable ESPP Amendment within [Number of Days – 120 days suggested, allowing sufficient time for contract negotiation, attorney review, and City processing] days, after issuance of the Acceptance Notice. If an ESPP Amendment is not entered into by the Parties for Services provided to College, College shall pay to Contractor a sum to be determined not to exceed _____ based on a maximum of _____ gross square feet at _____ cents per square foot (\$0._____) of audited square-footage. College shall only pay for square-footage actually audited. The cost will be adjusted in the event that audited square footage is changed by either Contractor or College. College shall only pay for square-footage actually audited.

8.3 Compensation Under the ESPP Amendment

Subject to the limitations, under Arizona law, including A.R.S. § 34-105, and College's standard procurement and contracting regulations, including those relating to reimbursable costs, invoicing and payment, Contractor shall be paid for the Services actually performed by Contractor and approved and received by College.

8.4 Payments Based Upon Energy Savings

- 8.4.1 Pursuant to A.R.S. § 34-105, in determining whether the projected energy savings calculations have been met, the energy costs savings shall be computed by comparing the Energy Baseline before installation or implementation of the energy cost savings measures with the energy consumed after installation or implementation of the energy cost savings measures.
- 8.4.2 Pursuant to A.R.S. § 34-105, Contractor and College may agree to make modifications to the Energy Baseline only for any of the following:
1. Changes in utility rates.
 2. Changes in the number of days in the utility billing cycle.
 3. Changes in the square footage of the facility.
 4. Changes in the operational schedule of the facility.

5. Changes in facility temperature.
6. Significant changes in the weather.
7. Significant changes in the amount of equipment or lighting utilized in the facility.
8. Significant changes in the nature or intensity of energy use such as the change of classroom space to laboratory space.

ARTICLE 9 - CHANGES

9.1 Change Order

Any and all changes to the Contract Documents must be entered into only by a fully executed Change Order following College's standard construction practices, on a form required by College. No payments will be made by College for additional Services performed, work completed, or materials or supplies provided without a prior written fully-executed Change Order.

9.2 Signature by Designated Representative

Change Orders may only be executed on behalf of College by College's Designated Representative. Change Orders executed by any other individual on behalf of College will not be binding upon College.

ARTICLE 10 - DESIGNATED REPRESENTATIVES

10.1 The Parties agree that the success of this Agreement will depend in large part on the individuals designated to represent College and Contractor for the purposes of this Agreement. Contractor's Designated Representative will not be changed except upon prior written consent of College, which will not be unreasonably withheld. College and Contractor have each designated their Representatives below:

College:

Name and title of Person
Department Name
Address
Town, State Zip
Email

Contractor:

Name and title of Person
Department Name
Address

Town, State Zip
Email

10.2 The Parties' Designated Representatives shall communicate with each other as often as needed during the term of this Agreement and, at a minimum, shall confer either personally or by telephone at least [REDACTED].

10.3 The personnel identified by Contractor in the RFP as well as any other individuals whom Contractor or College designate as Key Personnel will not be changed without College's prior written approval.

10.4 No approval, agreement, acceptance, extension, amendment or other document shall be effective to change the rights or obligations of Contractor or College under this Agreement unless such is in a written amendment to this Agreement signed by College's Designated Representative and, if required by Arizona law or the Contract Documents, or in the event the amendment exceeds the Simplified Acquisition Threshold, approved by the College's Board.

ARTICLE 11 - INSURANCE

11.1 General Requirement

Contractor will provide insurance coverage at its own cost and expense as set forth in **Exhibit B**.

11.2 Insurance for ESPP Projects

College may, in relation to specific projects under the ESPP Amendment, designate additional insurance requirements, and all construction activities shall, at a minimum, comply with College's standard construction contract insurance requirement then in place.

11.3 Failure to Maintain

Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of this Agreement.

11.4 Subcontractors

Contractor's certificate(s) of insurance shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to College separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including **Exhibit B** to this Agreement.

ARTICLE 12 - TERMINATION

12.1 Termination for Cause.

In the event of Contractor's failure to, comply with any term or condition of this Agreement, acquire and maintain all required insurance policies, licenses and permits, acquire **payment and performance bonds**, or to make satisfactory progress in performing the Services (collectively a

“**Material Breach**”), College shall notify Contractor in writing of any such Material Breach, Contractor shall have ten (10) days after such notification to remedy such Material Breach (“**Cure Period**”), if Contractor has not remedied such Material Breach within the Cure Period, College may, at its sole option and discretion, immediately terminate this Agreement upon written notice to Contractor.. College shall provide written notice of the termination and the reasons for it to Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by Contractor under this Agreement shall become the property of and be delivered to College on demand. College may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, services to replace those under this Agreement. Contractor shall be liable to College for any excess costs incurred by College in re-procuring the services.

12.2 Termination for Convenience.

College reserves the right, by prior written notice, to terminate this Agreement in whole or in part at any time without penalty or recourse upon thirty (30) days advance written notice to Contractor. Upon receipt of the written notice, Contractor shall notify all subcontractors of the effective date of the termination and minimize all further costs to College. In the event of termination under this provision, all documents, data and reports prepared by Contractor under this Agreement shall become the property of and delivered to College. Contractor shall be entitled to payment pursuant to the terms of the Contract Documents, for work completed and materials accepted before the effective date of termination. Such compensation shall be Contractor's sole remedy against College in the event of termination under this provision.

12.3 No Payment for Services Not Performed or Anticipated Loss

Under no circumstances shall College have any liability to Contractor or any subcontractor thereof for any costs, expenses, overhead, or profits in relation to any Services or work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

ARTICLE 13 GENERAL TERMS AND CONDITIONS

13.1 The General Terms and Conditions set forth in **Exhibit A** are incorporated as a part of this Agreement.

13.2 Pursuant to **§ 7.5** above, to the extent Contractor's performance under the ESPP Amendment involves construction by Contractor or by subcontractors engaged by Contractor, the terms of College's then current standard Construction Contract and General Conditions Between College and Contractor shall apply to those scopes of work in addition to the terms of the Contract Documents, and College will administer those scopes of work accordingly, unless otherwise expressly agreed in writing by the Parties in relation to that specific scope of work.

[Signatures on next page]

For **COLLEGE**

PIMA COUNTY COMMUNITY COLLEGE DISTRICT:

By: _____
Print Name: _____
Title: _____
Date: _____

Approved as to Form:

Attorneys for College

For **CONTRACTOR**

By: _____
Print Name: _____
Title: _____
Date: _____

Approved as to Form:

Attorneys for Contractor

Exhibit A**GENERAL TERMS AND CONDITIONS**

1. **Contractor's Performance of Services.** Contractor shall provide all tools, equipment, and supplies Contractor determines to be necessary to perform the Services.
2. **Supervision.** Contractor is using its own knowledge, skill, and technical know-how in the performance of the Services and is not being supervised by College.
3. **Government Fees; Licenses.** Contractor shall be solely responsible for complying with all laws and regulations regarding taxes, permits, and fees as they may apply to any matter under this Agreement. Contractor shall, at its own cost, obtain and maintain in full force and effect during the entire Term all business registrations or licenses required to perform the Services. Upon request by College, Contractor shall demonstrate that it is duly licensed by whatever regulatory body may so require during the performance of this Agreement.
4. **Work to Be Performed by Others.** College reserves the right to perform any and all services in-house or to utilize the services of other firms on unrelated projects.
5. **Warranties.**
 - 5.1. Contractor warrants that the Services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of services they are assigned to perform.
 - 5.2. Contractor further warrants that (i) it owns or has sufficient rights in all Deliverables, and no Deliverables will infringe on or violate any intellectual property rights of any third parties; (ii) no code or software developed or delivered by Contractor under this Agreement will contain any viruses, worms, or other disabling devices or code; and (iii) in addition to any implied warranties, all Deliverables will conform to the specifications and descriptions created therefor.
 - 5.3. To the extent applicable to the subject matter of this Agreement, Contractor warrants that the Services, Deliverables, all electronic and information technology to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq.) and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and maintain Web Content Accessibility Standards 2.0 at Level AA.
6. **Scope of Relationship.** Contractor is an independent contractor. Neither Contractor nor any of Contractor's employees, agents, or subcontractors, or their employees or subcontractors (collectively, with Contractor, "**Contractor Parties**"), shall be deemed employees, agents, partners, or joint venturers of College, and nothing in this Agreement will be construed to authorize either Party to act as agent for the other.
7. **Intellectual Property.**
 - 7.1. **College's Intellectual Property** All intellectual property that Contractor may make, conceive, discover, develop, or create, either solely or jointly with any other person or persons including College, pursuant to or in connection with the Services, including all intermediate and partial versions ("**Contract IP**"), will be owned by College, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. §101 et seq. To the extent that any Contract IP is not, by operation of law, agreement or otherwise considered work made for hire for College (or if ownership of all rights therein do not otherwise vest exclusively in College), Contractor hereby irrevocably assigns, without further consideration, to College, all rights, title, and interest to all Contract IP. For purposes of this Agreement, "**Intellectual Property**" or "**IP**" means all forms of legally protectable intellectual property, including copyrights, trademarks, inventions, patent applications, patents and mask works, drawings and/or blueprints.
 - 7.2. **Contractor's Intellectual Property.** Contractor will retain ownership of its pre-existing Intellectual Property, including any of its pre-existing Intellectual Property that may be incorporated into the Contract IP, provided that Contractor informs College in writing before incorporating any pre-existing Intellectual Property into any

Contract IP. Contractor hereby grants to College a perpetual, irrevocable, royalty-free, worldwide right and license (with the right to sublicense), to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on such pre-existing Intellectual Property as may be incorporated into the Contract IP or otherwise provided to College in the performance of the Services.

7.3. College Data As between the Parties, College will own, or retain all of its rights in, all data and information that College provides to Contractor, as well as all data managed by Contractor on behalf of College, including all output, reports, analyses, and other materials relating to or generated by the Services, even if generated by Contractor, as well as all data obtained or extracted through College's or Contractor's use of the Services (collectively, "**College Data**"). The College Data also includes all data and information provided directly to Contractor by College students and employees, and includes personal data, metadata, and user content. The College Data will be College's Intellectual Property and Contractor shall treat it as College's confidential and proprietary information. Contractor will not use, access, disclose, or license or provide to third parties any College Data, or any materials derived therefrom, except: (i) to the extent necessary to fulfill Contractor's obligations to College under this Agreement; or (ii) as authorized in writing by College. Contractor may not use any College Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without College's prior written consent. Upon request by College, Contractor shall deliver, destroy, and/or make available to College any or all of College Data.

8. Confidentiality

8.1. If, during the Term, either Party is provided with access to or otherwise is exposed to confidential and proprietary information relating to the other Party's business practices, strategies, and technologies, as well as the other Party's confidential information, including personnel records, health and safety reports, or any other documentation of a private or confidential nature, including educational records covered by Section 9, and College Data, covered by Section 7.3 of this Agreement (collectively, "**Confidential Information**"), the Party shall handle and store such Confidential Information in a secure manner so as to prevent that information from being intercepted by unauthorized persons, lost, published or otherwise disseminated. Neither Party shall reproduce or otherwise use any Confidential Information except in the performance of the Services, and will not disclose any Confidential Information in any form to any third party, either during or after the Term, except with the other Party's prior written consent.

8.2. Notwithstanding the preceding paragraph, neither Party will have obligation to maintain as confidential the other Party's Confidential Information that the Party can show: (i) was already lawfully in the possession of or known by the Party before receipt; (ii) is or becomes generally known in the industry through no violation of this Agreement or any other agreement; (iii) is lawfully received by the Party from a third Party without restriction on disclosure or use; (iv) is required to be disclosed by court order following notice to the other Party sufficient to allow that Party to contest such order; or (v) is approved in writing by the Party for release or other use.

8.3. Upon expiration or termination of this Agreement, the Parties shall cease using all originals and all copies of Confidential Information, in all forms and media, in the Party's possession or under the Party's control, and shall either (i) promptly return such Confidential Information to the other Party; or (ii) where required and/or authorized by law, maintain in a confidential and secure manner until the information is properly destroyed at the end of any applicable retention period.

9. Educational Records; FERPA. College is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and any educational records that may be provided to Contractor pursuant to this Agreement shall be used solely for the purposes of performing Services under the Agreement and shall not be disclosed except as provided by law.

10. Public Records. The Parties acknowledge that College is a public entity subject to the provisions of the Arizona Public Records Laws, A.R.S. §§ 39-121 et. seq. In the event that a public records request is received by College requesting records described as confidential, which College determines must be disclosed, College shall notify Contractor prior to disclosure.

11. Privacy and Security.

- 11.1.** If Contractor, or its agents, or any tier of Contractor's subcontractors in the performance of this Agreement hosts or maintains College's Confidential Information on its technology, Contractor warrants that the hosting or maintenance of that information meets applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 11.2.** At all times during the Term, Contractor shall maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and regulations, as long as they meet or exceed College's information security and privacy policies and procedures. Upon request, Contractor shall provide College with copies of those policies and plans.
- 11.3.** In the event Contractor has reason to believe that an actual or suspected security incident or any other circumstance has occurred in which College may be required to perform a risk assessment and/or provide a notification under applicable law, Contractor shall immediately, and in no event later than twenty four (24) hours, notify the College's Chief Privacy Officer and the Office of General Counsel. Any such notice shall provide a description about the Confidential Information that was accessed as Contractor has available at the time of the notice. Contractor shall keep the Office of General Counsel updated promptly as additional details about the nature of the Confidential Information become available.
- 11.4.** In the event of a breach, Contractor shall mitigate, to extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Confidential Information in violation of this Agreement by Contractor or its subcontractor. Furthermore, in an event of a breach involving College's Confidential Information, Contractor shall obtain a mutually agreed upon vendor to provide at no cost to College forensic services, including, but not limited to, the collection of information in connection with a forensic and risk analysis.

12. Indemnification. Contractor shall indemnify, defend, and hold harmless to the fullest extent allowed by law, College, its officers, agents, and employees ("**Indemnitees**") from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Contractor or Contractor Parties in connection with or incident to the performance of this Agreement. Such indemnification shall specifically include (i) infringement claims made against any and all intellectual property supplied by Contractor and third party infringement under the Agreement; and (ii) claims related to the disclosure of College's Confidential Information.

13. Use of Names; Trademarks. Neither Party shall use the other Party's trade name, trademark, service mark, logo, domain name, or any other distinctive brand feature ("**Marks**"), or the names of the Party's employees in any publicity or advertising material without prior written approval by the other Party. Contractor's use of any College's Marks, if and when authorized, shall comply with the College's design and drawing specifications.

14. Use of College Property. While on College property, Contractor shall comply, and shall ensure that its employees, agents, and subcontractors comply, with College policies and procedures governing security and privacy, the Drug-Free Environment, Smoking, Weapons, and Anti-Harassment (including Sexual Harassment), all of which can be found here. Contractor's personnel, agents, and subcontractors shall comply with all reasonable requests of College communicated to Contractor regarding personal and professional conduct, and shall otherwise conduct themselves in a businesslike manner.

15. Compliance Generally. The Parties shall comply with the requirements of all applicable state and federal rules, regulations, and executive orders, including the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, Immigration and Nationality Act (INA), 8 U.S.C. § 1324a, and A.R.S. § 41-4401.

16. Equal Opportunity; Non-Discrimination. The Parties shall comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), prohibiting discrimination against qualified individuals based on their status

as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

- 17. Misuse of Public Funds.** Contractor warrants that, with respect to any Federal, State, or local government funds: (i) Contractor has not been terminated under section 432 of the Higher Education Act for a reason involving the acquisition, use, or expenditure of such funds; (ii) has not been administratively or judicially determined to have committed fraud or any other material violation of law involving such funds; and (iii) Contractor or its officers or employees have not been convicted of, or pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of such funds, or administratively or judicially determined to have committed fraud or any other material violation of law involving such funds. A breach of the foregoing warranty shall be deemed a material breach of this Agreement. In addition to the legal rights and remedies available to College under the Agreement and law, in the event of such a breach, College shall have the right to terminate this Agreement.
- 18. Federally-Funded Agreement.** If this Agreement is funded through federal contract or grant, directly or indirectly, Contractor shall comply with all applicable provisions of Attachment E.
- 19. Non-Assignment.** This Agreement is personal to Contractor. Contractor shall not assign any of the Contractor's rights or delegate any of the Contractor's obligations under this Agreement to any other person or entity without the written permission of College. Any attempted assignment or delegation by Contractor shall be void and ineffective.
- 20. Referencing of Orders.** For each order issued against this Agreement, College intends in good faith to reference the RFP used in procuring the Contractor's services for pricing, terms and conditions, delivery location, and other particulars. However, in the event College fails to do so, College's right to such terms, conditions, and particulars shall not be affected, and no liability of any kind or amount shall accrue to College.
- 21. Price Adjustment for Multi-Year Contracts.** Price changes will normally only be considered at the end of one Agreement Term and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Term, and shall be supported by written evidence of increased costs to Contractor. College will not approve unsupported price increases that will merely increase the gross profitability of Contractor at the expense of College. Price change requests shall be a factor in the Agreement extension review process. College shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of College.
- 22. Right to Offset.** College shall have the right to offset against any sums due to Contractor, any expenses or costs incurred by College, or damages assessed by College concerning the Contractor's non-conforming performance or failure to perform the Services under this Agreement, or any other debt owing College.
- 23. Stop Work Order.** College may at any time, by written order to Contractor, require Contractor to stop all or any part of the work called for by the Agreement ("**Stop Work Order**") for a period of up to ninety (90) days after the order is delivered to Contractor, and for any further period to which the Parties may agree. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incidence of costs allocable to the work covered by the order during the period of work stoppage. If a Stop Work Order issued under this provision is canceled or the period of the order or any extension expires, Contractor shall resume work. College shall make an equitable adjustment in the delivery schedules, pricing, or both, and the Agreement shall be amended in writing accordingly.
- 24. Gratuities.** College may, by written notice to Contractor, cancel this Agreement if it is discovered by College that gratuities, in the form of entertainment, gifts or other were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of College with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by College pursuant

to this provision, College shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

- 25. Insolvency.** College shall have the right to terminate the Agreement at any time in the event Contractor files a petition in bankruptcy; or is adjudicated bankrupt; or if a petition in bankruptcy is filed against Contractor and not discharged within thirty (30) days; or if Contractor becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy law; or if a receiver is appointed for Contractor or its business.
- 26. Cancellation for Conflict of Interest.** Pursuant to the provisions of A.R.S. § 38-511, College may, within three (3) years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of College becomes an employee or agent in any capacity of any other Party or a Contractor to any other Party with reference to the subject matter of the Agreement while the Agreement or any extension thereof is in effect.
- 27. Non-Appropriation.** Contractor acknowledges that College is a public institution and that the continuation of this Agreement from each fiscal year to the next during the Term shall be contingent upon the obligation of sufficient funding by the governing body for College. College shall notify Contractor in writing as soon as reasonably possible after the unavailability of funding comes to its attention, but no later than sixty (60) days prior to the end of the fiscal year. This provision shall not be construed so as to permit College to terminate the Agreement in order to acquire similar goods or services from another party.
- 28. Force Majeure.** In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of a natural disaster, actions, pandemics, epidemics, war, civil unrest, or decrees of governmental bodies, or other circumstances not the fault, and beyond the reasonable control, of the affected Party ("**Force Majeure Event**"), the Party who has been so affected shall immediately give notice to the other Party and shall take all reasonable steps necessary to resume performance in a prompt and timely manner. Upon receipt of such notice, this Agreement shall immediately be suspended for the duration of the Force Majeure Event. If the period of nonperformance by the Party affected by the Force Majeure Event exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving fifteen (15) days' written notice to the affected Party, terminate this Agreement. If the Parties are both affected by the Force Majeure Event, performance by both Parties under this Agreement shall be suspended during the period the Parties are affected.
- 29.**
- 30. No Waiver of Right by College.** No waiver by College of any breach of the provisions of this Agreement by Contractor shall in any way be construed to be a waiver of any future breach or bar the College's right to insist on strict performance of the provisions of this Agreement.
- 31. Dispute Resolution; Arbitration.** In the event of a dispute arising under this Agreement, the Parties shall exhaust all applicable administrative remedies provided for under the College Administrative Provisions. Additionally, this Agreement is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518, and Rule 3.9 of Pima County Superior Court Local Rules.
- 32. Severability.** If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded, then the rest of the Agreement will remain in effect as written.
- 33. Governing Law; Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona, without regard to its conflicts of law principles. Jurisdiction and venue for any dispute arising out of this Agreement shall exclusively rest in the Pima County, Arizona.

34. Key Personnel.

Contractor shall promptly notify College of any intended reassignment and proposed replacement of key personnel performing assigned for work under this Agreement within thirty (30) days any such reassignment. Any such reassignment and replacement shall be subject to College's approval. Contractor shall promptly replace any key personnel if requested by a College Representative.

35. Background Checks.

Contractor shall maintain and enforce personnel policies that appropriately check the backgrounds of its employees who will be providing services to College. Upon request, Contractor shall provide College with copies of those policies. Contractor shall be responsible for conducting investigations into the background of Contractor's employees responsible for providing the Services hereunder to College, including, but not limited to, Contractor's technicians, delivery personnel, retail employees, and other employees who, as part of this Agreement, provide Services to College or on College property. Contractor shall additionally ensure that its vendors and permitted subcontractors who are engaged in the performance of any Services under this Agreement conduct the same or equivalent investigations into the background of their respective employees or other members of their workforce who provide Services to College. The scope of the investigation shall include at least the following elements and shall include indicated records for a ten (10) year period:

- a. Previous employment verification. Previous work history shall be verified, accounting for all gaps in time during the ten (10) year period. Gaps in employment history exceeding six months shall give cause for further investigation and explanation. Those employees without appropriate explanation for employment gaps shall not be approved work under this Agreement.
- b. Criminal background check. A Level 2 criminal background check, as defined by the State of Arizona, which includes fingerprint checks, with the criminal justice agencies most appropriate to the employee's home residence within the ten (10) year period, including, but not limited to, through the Arizona Department of Public Safety (ADPS) and the Federal Bureau of Investigation (FBI), shall be conducted for each Contractor employee engaged in providing any Services to College.

Those Contractor employees with a police/criminal record, other than minor traffic violations shall not be assigned duties related to this Agreement. This background check procedure shall be conducted for every new employee hired by Contractor to provide Services related to this Agreement and shall be accomplished prior to assignment of duties under this Agreement.

Contractor shall ensure the proper maintenance of the background check verification documents for each employee for a period of not less than one year after the expiration or termination of this Agreement.

- a. Contractor agrees and acknowledges that its employees and agents' employees, as well as any permitted subcontractors or permitted subcontractor's personnel, working under this Agreement must be United States citizens or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. § 1101, et seq.
- b. To the extent legally applicable to Contractor, Contractor agrees to adhere to the principles and requirements set forth in all United States state, federal and local laws including those pertaining to non-discrimination, such as the equal opportunity clause contained in section 202 of Executive Order 11246. Contractor specifically agrees to comply with the following EEO clauses that are here by incorporated by reference: 41 CFR 60-14; 41 CFR 60-250.4 and 41 CFR 60-741.4. Contractor further agrees by entering into this Agreement to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority-group persons at all job levels and in all aspects of employment, with outside recruiting services and the minority community at large; and provide non-segregated facilities for all employees. Contractor further agrees to obtain a similar agreement in the event that Contractor engages any subcontractors or other contractors in the performance of this Agreement.

College reserves the right to conduct background checks on personnel assigned by Contractor to College for services conducted per this Agreement. College reserves the right to terminate this Agreement, or request

replacement personnel in the event the background check conducted by College on assigned personnel is not satisfactory to College at College's sole discretion. College shall notify Contractor of the results of the background check within five (5) business days of the receipt of the same.

EXHIBIT B
INSURANCE REQUIREMENTS
1. GENERAL INSURANCE REQUIREMENTS:

A. Certificates of Insurance: Contractor shall, upon request, submit to the College Purchasing Representative certificates of insurance evidencing the coverage required in this Attachment as proof that the policies providing the required coverages are in full force and effect. The amounts shall not be less than the amounts specified below or such other amounts as specified in advance in writing by College.

B. Self-Insurance: Any deductibles and self-insured retentions contained in any insurance coverage required by this Attachment shall be declared to College, and are subject to approval by College. Contractor shall be solely responsible for any such deductible and/or self-insured retention.

C. Scope of Insurance Coverage: All policies, except for Workers' Compensation, shall contain a waiver of subrogation in favor of the Pima County Community College District, its Board of Governors, employees, students, and any of its affiliates, subsidiaries or related entities. Contractor's insurance coverages shall be primary as to any other insurance or source, and shall include a severability of interest clause. Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the agreement with College.

D. Additional Insureds: For policies shown in Sections 2(B), 2(C), and 2(E) below, the insurance certificates shall name Pima County Community College District, its Board of Governors, employees, and students as an additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor.

E. Notice of Cancellations, Changes to Coverage: Coverage afforded under the policies may not be cancelled, terminated, or materially altered until at least thirty (30) days' prior written notice has been provided by Contractor to the College's Purchasing Representative.

F. Contractor's Personnel, Agents, and Subcontractors: Contractor shall cause its subcontractors to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by College, proportionate to the type of work to be performed and exposure to risk. Contractor shall not permit all persons or entities retained by, through, or under Contractor, from entering upon College's premises or continuing the performance of the work unless such person or entity is and continues to be insured in accordance with requirements stated in this Attachment.

G. Failure to Maintain Insurance: In the event Contractor and/or any person or entity retained by, through, or under Contractor fail to maintain required insurance coverage, College may, at its discretion, procure or renew such missing insurance coverage and charge the cost of such insurance premiums to Contractor.

2. INSURANCE COVERAGE REQUIRED:

A. Workers' Compensation Insurance - Contractor shall secure and maintain Workers Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor, its employees, or both, engaged in the performance of the Agreement, as follows:

Employer's Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

B. Commercial (Business) Automobile Liability Insurance – Contractor shall procure and maintain Commercial Automobile Liability Insurance with respect to Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of the services under this Agreement, with the minimum coverage for each occurrence for bodily injury and property damage below. Insurance shall be endorsed for "any auto."

Combined Single Limit	\$1,000,000 (CA 0001)
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C. Commercial General Liability Insurance – Contractor shall procure and maintain Commercial General Liability Insurance which shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products, with the minimum coverage limits below. Contractors with excavation and underground risks shall have coverage for and exclusions removed for “x, c, and u.”

Each Occurrence	\$1,000,000 (CG 0001)
General Aggregate	\$3,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability – Written and Oral	\$ 50,000
Fire Legal Liability	\$100,000,000

And, if applicable (in addition to the required coverages listed above), Contractor shall procure and maintain the following policies:

D. Professional Errors and Omissions (including Environmental Impairment Liability)	\$1,000,000 per occurrence \$3,000,000 aggregate
E. Hangar Keepers’ Liability	\$50,000,000 per occurrence
F. Garage Keepers’ Liability	\$50,000,000 per occurrence
G. Aviation Liability (including Aircraft Products and Completed Operations), War, Hijacking and Other Perils (AVN 52D)	\$50,000,000 per occurrence \$50,000,000 per occurrence and aggregate
H. All Risk Property/Builder’s Risk Coverage (including Contractor’s Equipment, Business Interruption, and Terrorism Coverage)	Replacement cost value at 100%
I. Cyber Liability Coverage	\$10,000,000 aggregate

EXHIBIT C
COLLEGE FACILITIES

[To be added]

EXHIBIT D

INVESTMENT GRADE AUDIT (IGA) SCOPE OF SERVICES

[To be added]

EXHIBIT E

PROJECT DEVELOPMENT PROPOSAL (PDP) REQUIREMENTS

[To be added]

EXHIBIT F

CENTER OF EXCELLENCE OF APPLIED TECHNOLOGY (CEAT) REQUIREMENTS

[To be added]

EXHIBIT G

FINANCING PROPOSAL REQUIREMENTS

[To be added]

EXHIBIT H
Cost and Pricing for IGA Development

[Sample]

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Project Cost and Pricing – Definitions

1. Investment Grade Audit (IGA) Costs

The Investment Grade Audit (IGA) is an audit that fulfills the obligations outlined in the Investment Grade Audit and Project Proposal Contract. The cost for the IGA is based on cost per square foot and is intended to be the market rate for a technical energy audit.

2. Pre-Construction Costs

Pre-Construction Cost includes all costs, as described below, except for costs contained in the Investment Grade Audit which will be required prior to construction of all measures.

2.1 Design and Other Engineering

Design and other engineering includes all professional architecture and engineering costs required to design and specify projects to be installed as part of the Work. If design work is completed in-house, this includes burdened labor associated with design of measures included in the ESPC. If design work is subcontracted to an A&E firm, this is the quoted cost from the A&E firm plus burdened labor from Contractor energy engineers to oversee and direct A&E design services. Design and other engineering services include applicable code review costs. Any non-billable time or non-engineering supervision of engineers associated with engineers and/or design efforts will be included in the Other PreConstruction Costs category.

Energy engineering includes all energy modeling, energy savings calculations and any additional energy engineering costs that were not accounted for in TEA costs. Costs include burdened labor, any non-billable time for energy engineers, supervision of energy engineers or other support, training costs for energy engineers shall be included in the Other Pre-Construction Indirect Costs category.

2.2 Pre-Construction Services

Pre-construction services include both construction management as well as project development services. In order to coordinate and bring many complex technical details together and present such proposal to the Owner, CONTRACTORS may employ Business Development Representatives, Project Developers, and/or other resources that act as the key contact between the Owner and the CONTRACTOR. This line item includes all burdened labor, commission, and any other direct cost associated with presenting the best information to the Owner in an understandable format.

As an additional level of coordination, CONTRACTORS may utilize a construction manager prior to construction of projects to solicit bids for final construction and also help review designs to ensure constructability. This cost includes all burdened construction manager costs associated with these efforts, if applicable.

2.3 Other Pre-Construction Costs

Site visits and Owner meetings are necessary before construction to ensure designs and equipment meet customer needs and fit project objectives. Other Pre-construction Costs may include but are not limited to: administrative support, legal review, accounting services, printing, copying, binding, office supplies, business travel, business meals and supervision of project development staff.

3. Construction Costs

All costs in this category are the direct costs from the subcontractors, vendors, and material providers to complete the Work, but shall not include any CONTRACTOR profit. The CONTRACTOR may add profit to these services but CONTRACTOR profit is not to be included in this line item. Profit shall be identified in the overhead and profit line item.

3.1 Trade Subcontractors

Trade subcontractors are construction contractors that are subcontracted directly to the CONTRACTOR. These subcontractors are selected by the CONTRACTOR from bidding on specifications developed by the CONTRACTOR. Such subcontractors may include lighting contractors, sheet metal contractors, piping contractors, electricians, plumbers, carpenters, controls contractors, and other trade contractors as necessary to complete the Work.

3.2 Design-Build Subcontractors

Design-build subcontractors are construction and design contractors that are subcontracted directly to the CONTRACTOR. Design-build subcontractors act as their own design agent and finalize the design of the Work Product to be installed. Such subcontractors include lighting contractors that complete their own audit and design; mechanical contractors that coordinate all of their own electrical, sheet metal work, piping and other support work; specialty contractors like pool cover vendors, and other specialty contractors necessary to complete the Work are included in this category. The designbuild subcontracts work will be through the CONTRACTOR, with the CONTRACTOR approving all drawings and specifications prior to construction and with the CONTRACTOR taking responsibility for the performance of the design-build subcontractors.

3.3 Direct Purchase Equipment

Any equipment that is directly purchased by the CONTRACTOR is included in this category.

3.4 Construction Management

Construction Management includes the burdened labor cost of a construction manager and site superintendent directly supporting the implementation effort required to oversee and coordinate subcontractors on the project.

3.5 Project Engineering

During construction the CONTRACTOR's design engineers or contract A&E firm may make periodic inspections of work and support the construction manager with engineering analysis of required field modifications. This cost includes the burdened cost of engineering labor or quoted subcontract A&E services to support the construction manager in this effort.

3.6 General Conditions

General Conditions may be required on larger and longer term projects. General conditions may cover miscellaneous non-staffing costs directly related to the project, such as; job trailer, trailer office equipment, temporary utilities, permanent utility connection fees, barriers/security fencing, scaffolding, equipment rental, site guards, cleaning and trash and recycling dumpsters.

3.7 Construction Completion

3.7.1 Commissioning

At the completion of the construction, the CONTRACTOR shall complete pre-functional and post-functional tests of all installed measures to ensure proper operation under load. This work is normally completed by commissioning agents. If this scope is completed by CONTRACTOR employees, it includes the burdened cost of commissioning staff. If this scope is outsourced to a commissioning firm, this cost includes the turnkey cost to provide necessary commissioning services.

3.7.2 Construction M&V

At the completion of construction, the CONTRACTOR shall complete the measurement and verification of installed equipment to verify post-retrofit energy efficiency and operation. This effort is necessary to ensure systems will meet the guaranteed energy savings and start the M&V Services phase. If completed by CONTRACTOR staff, this cost shall include burdened labor of Measurement & Verification Engineers. If completed by external M&V agency, this cost includes the turnkey cost to provide necessary measurement & verification services.

3.7.3 As-Built Plans and O&M Manuals

At the completion of projects, the CONTRACTOR is required to provide complete Operation and Maintenance Manuals to the Owner to allow for quick reference to written documents to provide sufficient maintenance to installed equipment. O&M manuals shall include necessary as-built architectural and/or engineering drawings. The cost to prepare most operations and maintenance raw materials should be included in relevant subcontractor costs above. This cost is to combine all subcontractor provided material into single O&M Manuals; print, copy, bind and deliver both printed and electronic copies to the Owner.

3.7.4 Training

Training costs may be provided by subcontractors and as such will be included in their subcontractor bid. However, if the CONTRACTOR plans to provide training to the Owner, the burdened labor cost for such training shall be included in this line item. In addition to labor, this line item may include formal classroom training, training videos, online training programs, and other training efforts that include labor and materials required to provide necessary training to the Owner. This line item cannot be a repeat of training provided directly by subcontractors in subcontractor costs. Training labor may be utilized to supervise and coordinate subcontractor training sessions with the Owner.

3.8 Other Construction Costs

Site visits and Owner meetings are necessary at the conclusion of construction to ensure the project has been completed properly before Owner signs final acceptance notification. Such items as administrative support, legal review, accounting services, printing, copying, binding, office supplies, business travel, business meals and supervision of staff are all considered acceptable post-construction indirect costs. Other construction costs may include:

3.8.1 Permits

Construction is completed in various jurisdictions requiring compliance with jurisdictional codes. CONTRACTORS must pay code reviewers to review design drawings; and render decisions on designs meeting code. In addition, the CONTRACTOR must apply for and receive any necessary construction permits and licenses to operate based on designs and/or code review. These line items include all costs associated with paying code reviewers and application fees and inspections fees for such permits. This line item does not include design fees or engineering labor to work with code officials or submit permit applications. These labor fees shall be included in the engineering and/or construction management categories listed above.

3.8.2 Insurance

CONTRACTORS may be required to possess various levels of Builder's Risk Insurance, Automobile Liability Insurance, Professional Liability Insurance, and other General Liability Umbrella policies. This line item shall include an average amount of insurance that would be attributed to this project. Worker's Comp Insurance is not included in this line item and shall be included in the appropriate burdened labor cost categories.

3.8.3 Performance & Payment Bonds

All CONTRACTORS are required to bond the performance and payment of all work by a reputable surety approved for such work. The cost of the performance and payment bond shall be included in this category for the anticipated amount of work to be completed without expending contingency funds. If and when contingency funds are expended, any increase in bond cost must be included with contingency cost expenditure proposals.

3.8.4 Warranty Labor

Warranty labor is the burdened labor cost associated with time anticipated to be expended by CONTRACTOR staff in supporting their direct purchase equipment warranties; and/or equipment provided by subcontractors. All actual warranty replacement costs shall be included with the three line-items above and shall not be included in this line item. This item does not include the annual cost of supporting warranties post-construction, which is provided in item 9.1 below.

4. Implementation Cost Subtotal

This is a subtotal of all the implementation cost expended by the CONTRACTOR to complete the Work for the Owner. No profit can be included in this subtotal for the CONTRACTOR or any close affiliate, parent, or subsidiary entity belonging to the CONTRACTOR. The Owner is entitled to audit or request as part of any pay application any and all costs included in any and all cost categories to ensure that all costs can be accounted for within standard Generally Acceptable Accounting Principles (GAAP).

5. Total Project Price

The Total Project Price includes the estimated project cost, profit markup, audit, and contingency. The price is not estimated until the Investment Grade Audit is completed.

6. Profit

The anticipated, but not guaranteed, gross profit associated with the project. Note that overhead is included in Construction Costs - General Conditions.

7. Contingency

The project contingency is the asset of College, and is held in escrow or encumbered, with the project total financed funding. As part of the project's overall budget, it is co-managed by the Agency and Contractor. The intended purpose of the project contingency is to provide funds for unforeseen elements of the scope of work, which may become known only after implementation of the scope of work has begun. The Contractor will identify any unforeseen scope of work items, as well cost impact for those unforeseen scope of work items, to the Agency for review and approval prior to any of the project contingency being spent. Contractor will maintain an on-going record of the project contingency throughout the project. If, once all of the contracted scope of work has been completed or is nearing completion and there are project contingency monies remaining the Contractor will work with the Agency to determine the best use of the remaining funds. One option is for the Agency to consider additional energy conservation or capital improvement measures for implementation utilizing the remaining contingency dollars. Contractor and Agency will work together to review the potential added measures with the finance company to assure that the potential added measures are acceptable to the finance company.

8. Self-Performed Work Fee

In order to enable confirmation through open book pricing, position descriptions are requested with hourly rates for labor and services as performed by the CONTRACTOR.

9. Annual Cost Categories

9.1 Warranty

Warranty is the burdened labor cost associated with time anticipated to be expended by CONTRACTOR staff in supporting their direct purchase equipment warranties; and/or equipment provided by subcontractors. This warranty cost may also include costs for extended equipment warranties in those cases where the required/specified equipment warranty is longer than the equipment warranty offered by the manufacturer.

9.2 Measurement and Verification

The Measurement and Verification Services cost is the annual cost for the services necessary after acceptance of the project to annually verify the Energy Performance Contract guarantees. The cost for the guarantee is based upon the M&V option utilized, the risk of savings failure, the field time to measure building performance, and the time to document and present the report.

9.3 Costs/Expenses

Any and all costs and expenses of Contractor and any subcontractors must be pre-approved, in writing, by College, failure by Contractor to secure College's prior written approval shall result in Contractor being responsible for such cost or expense.

EXHIBIT I
SAVINGS MEASUREMENT AND VERIFICATION PLAN

[Sample]

Prepare the M&V Plan as outlined below.

List of Processes and Tables:
Risk, Responsibility and Performance Matrix.
M&V Plan and Savings Calculation Methods

- Proposed Annual Savings Overview
- Site Use and Savings Overview (Optional)
- M&V Plan Summary
- Schedule of Verification Reporting Activities
- Proposed Annual Savings For ECM
- Expected Year 1 Savings for ECM
- ENERGY STAR Ratings

Risk, Responsibility and Performance Matrix.

The CONTRACTOR shall complete and include the matrix below to summarize the allocation of responsibility for key items related to M&V.

RISK, RESPONSIBILITY AND PERFORMANCE MATRIX

RESPONSIBILITY/DESCRIPTION	CONTRACTOR PROPOSED APPROACH
1. Financial	
a. Interest rates: Neither the contractor nor the Institution has significant control over prevailing interest rates. Higher interest rates will increase project cost, financing/project term, or both. The timing of the TO signing may impact the available interest rate and project cost.	
b. Construction costs: The contractor is responsible for determining construction costs and defining a budget. In a fixed-price design/build contract, the Institution assumes little responsibility for cost overruns. However, if construction estimates are significantly greater than originally assumed, the contractor may find that the project or measure is no longer viable and drop it before TO award. In any design/build contract, the Institution loses some design control. Clarify design standards and the design approval process (including changes) and how costs will be reviewed.	
c. M&V confidence: The Institution assumes the responsibility to determine the confidence that it desires to have in the M&V program and energy savings determinations. The desired confidence will be reflected in the resources required for the M&V program, and the CONTRACTOR must consider the requirement prior to submittal of the final proposal. Clarify how project savings are being verified (e.g., equipment performance, operational factors, energy use) and the impact on M&V costs.	
d. Energy Related Cost Savings: The Institution and the contractor may agree that the project will include savings from <i>recurring</i> and/or <i>one-time</i> costs. This may include one-time savings from avoided expenditures for projects that were appropriated but will no longer be necessary. Including one-time cost savings before the money has been appropriated may involve some risk to the Institution. Recurring savings generally result from reduced O&M expenses or reduced water consumption. These O&M and water savings must be based on actual spending reductions. Clarify sources of nonenergy cost savings and how they will be verified.	

<p>e. Delays: Both the contractor and the Institution can cause delays. Failure to implement a viable project in a timely manner costs the Institution in the form of lost savings, and can add cost to the project (e.g., construction interest, re-mobilization). Clarify schedule and how delays will be handled.</p>	
<p>f. Major changes in facility: The Institution controls major changes in facility use, including closure. Clarify responsibilities in the event of a premature facility closure, loss of funding, or other major change.</p>	
<p>2. Operational</p>	
<p>a. Operating hours: The Institution generally has control over operating hours. Increases and decreases in operating hours can show up as increases or decreases in “savings” depending on the M&V method (e.g., operating hours multiplied by improved efficiency of equipment vs. whole-building/utility bill analysis). Clarify whether operating hours are to be measured or stipulated and what the impact will be if they change. If the operating hours are stipulated, the baseline should be carefully documented and agreed to by both Parties.</p>	
<p>b. Load: Equipment loads can change over time. The Institution generally has control over hours of operation, conditioned floor area, intensity of use (e.g., changes in occupancy or level of automation). Changes in load can show up as increases or decreases in “savings” depending on the M&V method. Clarify whether equipment loads are to be measured or stipulated and what the impact will be if they change. If the equipment loads are stipulated, the baseline should be carefully documented and agreed to by both Parties.</p>	
<p>c. Weather: A number of energy efficiency measures are affected by weather. Neither the contractor nor the Institution has control over the weather. Should the Institution agree to accept risk for weather fluctuations, it shall be contingent upon aggregate payments not exceeding aggregate savings. Clearly specify how weather corrections will be performed.</p>	
<p>d. User participation: Many energy conservation measures require user participation to generate savings (e.g., control settings). The savings can be variable and the contractor may be unwilling to invest in these measures. Clarify what degree of user participation is needed and utilize monitoring and training to mitigate risk. If performance is stipulated, document and review assumptions carefully and consider M&V to confirm the capacity to save (e.g., confirm that the controls are functioning properly).</p>	
<p>3. Performance</p>	
<p>a. Equipment performance: The contractor has control over the selection of equipment and is responsible for its proper installation, commissioning, and performance. The contractor has responsibility to demonstrate that the new improvements meet expected performance levels including specified equipment capacity, standards of service, and efficiency. Clarify who is responsible for initial and long-term performance, how it will be verified, and what will be done if performance does not meet expectations.</p>	
<p>b. Operations: Performance of the day-to-day operations activities is negotiable and can impact performance. However, the contractor bears the ultimate risk regardless of which party performs the activity. Clarify which party will perform equipment operations, the implications of equipment control, how changes in operating procedures will be handled, and how proper operations will be assured.</p>	
<p>c. Preventive Maintenance: Performance of day-to-day maintenance activities is negotiable and can impact performance. However, the contractor bears the ultimate risk regardless of which party performs the activity. Clarify how long-term preventive maintenance will be assured, especially if the party responsible for long-term performance is not responsible for maintenance (e.g., contractor provides maintenance checklist and reporting frequency). Clarify who is responsible for performing long-term preventive maintenance to maintain operational performance throughout the contract term. Clarify what will be done if inadequate preventive maintenance impacts performance.</p>	

M&V PLAN SUMMARY

ECM No.	ECM Description	M&V Option Used*	Summary of M&V Plan

*M&V options include A, B, C, and D of the International Performance Measurement and Verification Protocol (IPMVP).

b)

SCHEDULE OF VERIFICATION REPORTING ACTIVITIES

Item	^a Recommended time of submission	^a Institution's review and acceptance period
Post-Installation Report	30 to 60 days after acceptance	30 days
Annual Report	30 to 60 days after annual performance period	30 days

^aTimes are recommended based on industry practice; modify as needed.

PROPOSED ANNUAL SAVINGS FOR EACH ECM

[Include all applicable fuels/commodities for project, such as: electric energy, electric demand, natural gas, fuel oil, coal, water, etc.]

	Total energy use (MBtu/yr)	Electric energy use (kWh/yr)	Electric energy cost, Year 1 (\$/yr)	Electric demand* (kW/yr)	Electric demand cost, Year 1 (\$/yr)	Natural gas use (MBtu/yr)**	Natural gas cost, Year 1 (\$/yr)	Water use (gallons/yr)	Water cost, Year 1 (\$/yr)	Other energy use (MBtu/yr)**	Other energy cost, Year 1 (\$/yr)	Other energy-related O&M costs, Year 1 (\$/yr)	Total costs, Year 1 (\$/yr)
Baseline use													
Post-installation use													
Savings													

c) **Notes**
 *Annual electric demand savings (kW/yr) is the sum of the monthly demand savings.
 MBtu = 10⁶ Btu.
 **If energy is reported in units other than MBtu, provide a conversion factor to MBtu for link to cost schedules (e.g., 0.003413 MBtu/kWh).

ECM-SPECIFIC M&V PLAN AND SAVINGS CALCULATION METHODS
Develop section for each ECM.

- Summarize the scope of work, location, and how cost savings are generated. Describe source of all savings including energy, water, O&M, and other (if applicable).
- Specify the M&V guideline and option used from the International Performance Measurement and Verification Protocol (IPMVP).
- Provide an overview of M&V Activities for ECM. Explain intent of M&V plan, including what is being verified.
- Provide an overview of savings calculations methods for ECM. Provide a general description of analysis methods used for savings calculations.

Proposed Energy and Water Savings Calculations and Methodology

- Provide detail description of analysis methodology used. Describe any data manipulation or analysis that was conducted prior to applying savings calculations.
- Detail all assumptions and sources of data, including all stipulated values used in calculations.
- Include equations and technical details of all calculations made. (Use appendix and electronic format as necessary.) Include description of data format (headings, units, etc.).
- Details of any savings or baseline adjustments that may be required.
- Detail energy and water rates used to calculate cost savings. Provide post-acceptance performance period energy and water rate adjustment factors.
- Detail proposed savings for this energy conservation measure for post-acceptance performance period. Include table - Proposed Annual Savings for Each ECM.

Operations and Maintenance Cost Savings

- Provide justification for O&M cost savings. Describe how savings are generated. Detail cost savings calculations.
- Provide post-acceptance performance period other cost savings adjustment factors.

Details of other savings (if applicable)

- Provide justification for cost savings. Describe how savings are generated. Detail cost savings calculations.
- Provide post-acceptance performance period other cost savings adjustment factors.

Post-Installation M&V Activities - Describe the intent of post-installation verification activities, including what will be verified.

- Describe variables affecting post-installation energy or water use. Include variables such as weather, operating hours, set point changes, etc. Describe how each variable will be quantified, i.e., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.
- Define key system performance factors characterizing the post-installation conditions such as lighting intensities, temperature set points, etc.
- Define requirements for Institution witnessing of measurements if different than whole project data requirements.
- Provide details of post-installation data to be collected, including: Parameters to be monitored, Details of equipment to be monitored (location, type, model, quantity, etc.), Sampling plan, including details of usage groups and sample sizes, Duration, frequency, interval, and seasonal or other requirements of measurements, Monitoring equipment to be used, Installation requirements for monitoring equipment, Calibration requirements/procedures, Expected accuracy of measurements/monitoring equipment, Quality control procedures to be used, Form of data to be collected (.xls, .csv, etc.), Sample data collection forms (optional)
- Detail data analysis to be performed.

Post-Acceptance Performance Period Verification Activities

- Describe variables affecting post-acceptance performance period energy or water use. Include variables such as weather, operating hours, set point changes, etc. Describe how each variable will be quantified, i.e., measurements, monitoring, assumptions, manufacturer data, maintenance logs, engineering resources, etc.
- Define key system performance factors characterizing the post-acceptance performance period conditions. Include factors such as comfort conditions, lighting intensities, temperature set points, etc.
- Describe the intent of post-acceptance performance period verification activities – what will be verified.
- Provide detailed schedule of post-acceptance performance period verification activities and inspections.
- Define requirements for Institution witnessing of measurements if different than whole project data requirements.

- Provide details of post-acceptance performance period data to be collected, including: Parameters to be monitored, Details of equipment to be monitored (location, type, model, quantity, etc.), Sampling plan, including details of usage groups and sample sizes, Duration, frequency, interval, and seasonal or other requirements of measurements, Monitoring equipment to be used, Installation requirements for monitoring equipment, Calibration requirements/procedures, Expected accuracy of measurements/monitoring equipment, Quality control procedures to be used, Form of data to be collected (.xls, .cvs, etc.), Sample data collection forms (optional)
- Detail data analysis to be performed.
- Define O&M and repair reporting requirements. Detail verification activities and reporting responsibilities of Institution and contractor on operations and maintenance items. Define reporting schedule.

ENERGY STAR: For each building included in the project, CONTRACTOR will provide a Portfolio Manager rating. Also, for applicable buildings, CONTRACTOR includes the cost to provide services and complete the annual application for a building ENERGY STAR label. CONTRACTOR shall provide a Portfolio Manager rating and energy performance target score estimate. For each eligible building, CONTRACTOR shall provide a pre-retrofit Energy Performance Rating using EPA ENERGY STAR's Portfolio Manager, the weather normalized energy intensity in kBtu/SF, and an estimated post-retrofit Energy Performance Rating. If the building type is not eligible for rating in Portfolio Manager, then the normalized source EUI will suffice. CONTRACTOR shall provide a completed Cash Flow Opportunity Calculator (CFO Calculator) for the project, with variables inserted that represent the most likely options available to the customer. This will enable the CONTRACTOR and the customer to have an agreed-upon format for discussing project financing options and the potential costs of project delays. The CFO Calculator will be provided in both hard copy and electronic format, so that the agency can run its own analyses on financing options in the agreed format. CONTRACTOR will submit a completed Cash Flow Opportunity spreadsheet using the Cash Flow Opportunity Calculator (CFO Calculator) for the total project which shall include all facilities to be improved.

EXHIBIT J**ENERGY SAVINGS PERFORMANCE PROGRAM (ESPP) AMENDMENT**

[To be added]

4817-8403-5002 v1 [80990-1]

Exceptions Requested Form

After carefully reviewing the College's sample agreement (See Section 7), the offeror: (*select one only*)

Requests no exceptions

Requests the following exceptions:

For each exception, the offeror shall provide all of the following information: **(i) Name of the Document/Attachment; (ii) Page and Paragraph Number; (iii) Exception; (iv) Justification for Exception.** Blank, unjustified, or unsupported requests will be disregarded.

EXHIBIT 64

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: llambert@pima.edu
CC: gechavarri@pima.edu
Date: 5/28/2020 2:54:10 PM
Subject: RE: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Hi Gaby,
If it works, let's connect tomorrow regarding the meeting options for next week as I'm still booked up this afternoon on calls.
Hope all is well with you!
Jim

Jim Knutson
Director, Integrated Solutions
303 349 4281 Cell

Trane Technologies
<https://www.tranetechnologies.com>
Jim.Knutson@Trane.com



TRANE
TECHNOLOGIES

From: Lee Lambert <llambert@pima.edu>
Sent: Thursday, May 28, 2020 3:27 PM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: Gabriela De Echavarri <gechavarri@pima.edu>
Subject: Re: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Alert: This is an external email.

Hi Jim, this is a great idea. Please feel free to work with my assistant, Gaby, to set up the time and date that works best. We are very excited about your next level partnership with you. I have included Gaby on this reply.

Lee

Sent from my iPad

On May 28, 2020, at 1:58 PM, Knutson, James <Jim.Knutson@trane.com> wrote:

Lee,

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Finally, we would plan for a formal project kickoff for the 17th, 18th or 19th of June. That starts getting all the logistics of access, keys, building surveys/guides, CTE programs, VL3, utilities, schedules, etc... Guessing probably 3 or 4 hours of meetings. (combined MS Teams and potentially on Site team members).

Please advise if this is a good plan.

And last but not least THANK YOU AND YOUR TEAM FOR SELECTING TRANE as I can't express how excited we are to partner with you!!!

PS: We hope to complete the legal comment agreement discussion tomorrow morning so we are set for next Wednesday's board meeting.
Jim

Join Microsoft Teams Meeting

+1 704-370-9959 United States, Charlotte (Toll)

Conference ID: 488 846 379#

[Local numbers](#) | [Reset PIN](#) | [Learn more about Teams](#) | [Meeting options](#)

<mime-attachment.ics>

EXHIBIT 65

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: llambert@pima.edu
CC:
Date: 6/2/2020 9:18:47 AM
Subject: Canceled: Board Meeting Potential Questions Prep

I'm working to get final contract terms completed this morning. Is this a possible time instead to meet?

Please advise or suggest a better time if this is not good.

Thanks,

Jim

[Join Microsoft Teams Meeting](#)

[+1 704-370-9959](#) United States, Charlotte (Toll)

Conference ID: 424 837 468#

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EXHIBIT 66

From: ["Knutson, James" <Jim.Knutson@trane.com>](mailto:Jim.Knutson@trane.com)
To: avkachur@pima.edu
gwilson@pima.edu
ddore@pima.edu
CC: Michael.Hines@tranetechnologies.com
PArchambault@trane.com
llambert@pima.edu
dbea@pima.edu
Date: 6/22/2020 6:13:03 AM
Subject: RE: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Am really looking forward to the call this afternoon!

Andrew, Here are some talking points that would be good to add to the invite: Thank You!

Jim Knutson: Meeting Kick off and Thank you to Pima CC and your team for selecting Trane as your Partner

- We may ask a couple questions to Pima Team Members on what were some of the differentiators that helped you to select Trane from other competitors in the selection process?

David Dore /Lee Lambert/Greg Wilson: Pima's Current status and critical steps to get students back in the labs/classroom and high level needs to support you from the Trane Team/Partnership

- Pima's current plan and occupancy schedule overview so Trane can appropriately plug into this aspect of our guidance and resources during the Investment Grade Audit process
- New Construction status and plans – overview so we can plug in with support, VL3 and NC3 integration.
- Existing Building social distancing, outside air and other guidance resources?

NC3 Update: Pat Archambault and Mike Hines on our VL3 and NC3 Analytics Certs and Covid-19 Guidance

Jim Knutson: Briefly review three separate breakout or Re-Introduction Meetings planned for this week with the Trane and Pima CC Team (In person and/or On-Line) Wed-Fri

1. New construction updates (New Construction team) VL3 and other labs, certs
2. NC3/CTE and Living Learning Labs (VL3) plans, updates and Trane progress and our NC3 Analytics Certs
3. Existing Buildings: Energy, Controls, Mechanical systems, deferred maintenance and energy related opportunities
§ and potentially some PCC Covid-19 Response or transition plans (Pima Facilities team leadership)

Formal IGA Kickoff (To Be scheduled after the 4th of July Holiday) With safety/logistics/access/data/plans/site survey details and requirements.

Other Questions and Answers with Wrap Up

Jim Knutson

Director, Integrated Solutions
303 349 4281 Cell

Trane Technologies
<https://www.tranetechnologies.com>
Jim.Knutson@Trane.com



From: Kachur, Andrew <avkachur@pima.edu>
Sent: Friday, June 19, 2020 9:22 AM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: Gregory Wilson <gwilson@pima.edu>; David Dore <ddore@pima.edu>
Subject: Re: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Alert: This is an external email.

Hi Jim,

It looks like this Monday 4-5pm still works for that first virtual meeting. I can set up as google hangouts if that works for your team. Feel free to send their email addresses.

Those invited from Pima include:

Lee Lambert, Chancellor (will attend if time allows)
David Dore, President and Executive Vice Chancellor
Dolores Duran-Cerda, Provost
Greg Wilson, Dean of Applied Technology
Ian Roark, Vice President of Workforce Development & Strategic Partnerships
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Lamata Mitchell, Assistant Vice Chancellor for Student Learning

Bill Ward, Vice Chancellor, Facilities Operations

Thank you!

Andrew Kachur, M. Ed.
Executive Assistant
Office of the President of Campuses and Executive Vice Chancellor
Pima Community College, Downtown Campus
520.206.7100, 520.206.7048

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Thanks, Andrew. Jim and I will work out the times in the morning. We'll keep you posted.

Greg
Greg Wilson
Dean of Applied Technology
Pima Community College
1255 N. Stone Avenue
Tucson, AZ 85709-3125
520-206-7134 office
520-904-0843 mobile
gwilson@pima.edu



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Hi Jim,

Thanks for the quick phone chat. I'll take a look at calendars to see if we could do the first virtual meeting this Friday afternoon; if not, I'll follow up with a time for next week for that initial meeting.

I am also copying Greg to work with you directly for the break-out sessions.

Thank you for working with us on this!

Take care,

Andrew Kachur, M. Ed.

Executive Assistant

Office of the President of Campuses and Executive Vice Chancellor

Pima Community College, Downtown Campus

520.206.7100, 520.206.7048

On Tue, Jun 16, 2020 at 8:38 AM Kachur, Andrew <avkachur@pima.edu> wrote:

Hi Jim,

Thank you for reaching out! I'll take a look at everyone's calendar and get back to you today.

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Good Morning Gaby and Andrew,

I was not able to get my Friday emails until this morning so please see the string below and we will look forward to working with David Dore as Executive POC and your team! I am scheduled to land in Tucson on Thursday (18th in the AM) and will be in Tucson through the 19th. We received the final approved T's and C's for the Investment Grade Audit from Jeff and the language was accepted by our attorney. So we will be sending the final exhibit information today so we can get both Pima's and Trane's signatures on the Contract by Wednesday if all goes as planned.

Here was my May 28th request and I edited it in red to update the timelines:

Please advise if the One Hour Video Call is possible for this Thursday or Friday. (hopefully Thursday PM or Friday AM)

Best,

Jim

On May 28, 2020, at 1:58 PM, Knutson, James <Jim.Knutson@trane.com> wrote:

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As a follow up seeing I will be in Tucson on Friday, we could have up to three additional break out meetings but these would NOT be a formal kickoff as we would plan for **the Informal project audit kickoff on June 18th – 19th time frame.**

Topics for the three additional 1 hour breakouts on Friday June 19th would be a combo of “In-Person updates and On-Line Team members: with very high level initial planning for:

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Jim Knutson

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Jim.Knutson@Trane.com



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From: De Echavarri, Gabriela <gechavarri@pima.edu>

Sent: Friday, June 12, 2020 9:15 AM

To: Knutson, James <Jim.Knutson@trane.com>

Cc: Kachur, Andrew <avkachur@pima.edu>

Subject: Re: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Alert: This is an external email.

Hi Jim,

I hope you are doing well. Chancellor Lambert tells me that moving forward, David Doré is the point of contact For all Trane matters and

all meetings should also be coordinated through his office. Please feel free to reach out to David's assistant, Andrew, which I am copying on this email.

Take care,
Gaby

On Fri, May 29, 2020 at 1:38 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Hi Gaby,
If possible could you give me a call and we can pull up calendars and see what might work best for the Exec Overview Call? Thursday PM is also an option. Monday the 8th is not the best so let's talk if that works. [REDACTED] Cell
Thanks!
Jim

Jim Knutson
Director, Integrated Solutions

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Jim.Knutson@Trane.com



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From: De Echavarri, Gabriela <gechavarri@pima.edu>
Sent: Friday, May 29, 2020 10:48 AM
To: Knutson, James <Jim.Knutson@trane.com>
Subject: Re: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Alert: This is an external email.

Everyone has unavoidable commitments. How about Monday, 6/8 at 2:30 Arizona Time?

On Thu, May 28, 2020 at 3:16 PM Knutson, James <Jim.Knutson@trane.com> wrote:

Thanks Gaby, I hope it works to get a quorum! I just had a call cancel, so I just checked the calendar on the Trane side of the ledger for the 7 calling in from Trane's side for the one hour Goals and Vision overview.

A one hour slot between 8AM – 11 AM is looking pretty good for now for our Trane team members for next Friday 5th for the on-line meeting/overview discussion.

Jim Knutson

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Ok. Jim.

I will have to check on everyone's schedule before I offer you a couple of options.

Hope you are safe and healthy.

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Hi Gaby,

If it works, let's connect tomorrow regarding the meeting options for next week as I'm still booked up this afternoon on calls.

Hope all is well with you!

Jim

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From: Lee Lambert <llambert@pima.edu>

Sent: Thursday, May 28, 2020 3:27 PM

To: Knutson, James <Jim.Knutson@trane.com>

Cc: Gabriela De Echavarri <gechavarri@pima.edu>

Subject: Re: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

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Hi Jim, this is a great idea. Please feel free to work with my assistant, Gaby, to set up the time and date that works best. We are very excited about your next level partnership with you. I have included Gaby on this reply.

Lee

Sent from my iPad

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Gaby

Gabriela Echávarri

Sr. Executive Assistant to the Chancellor

[4905 E. Broadway Blvd.](#)

[Tucson, AZ 85709](#)-1005

Voice (520) 206-4747

Fax (520) 206-4990

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Fax (520) 206-4990

EXHIBIT 67

From: "Knutson, James" <Jim.Knutson@trane.com>

To: avkachur@pima.edu

CC: gwilson@pima.edu
ddore@pima.edu

Date: 6/19/2020 9:19:20 AM

Subject: RE: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Andrew,

That sounds great! Here's the list of our Trane team members you can add to the invite.

Hines, Michael Michael.Hines@tranetechnologies.com ; Archambault, Patrick PArchambault@trane.com ; Wax, Rob Rob.Wax@trane.com ; Oakley, Dean Dean.Oakley@trane.com ; May, Brice Brice.May@tranetechnologies.com ; Perry, Dean Dean.Perry@trane.com ; Bauer, Eric Eric.Bauer@tranetechnologies.com

Best,

Jim

Jim Knutson

Director, Integrated Solutions
303 349 4281 Cell

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TECHNOLOGIES

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To: Knutson, James <Jim.Knutson@trane.com>
Cc: Kachur, Andrew <avkachur@pima.edu>
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Jim.Knutson@Trane.com



TRANE

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From: Lee Lambert <llambert@pima.edu>

Sent: Thursday, May 28, 2020 3:27 PM

To: Knutson, James <Jim.Knutson@trane.com>

Cc: Gabriela De Echavarri <gechavarri@pima.edu>

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I had a good visit yesterday with Greg and also with David Bea this morning. Seeing it has been over 6 months since we've been able to openly communicate with you and your team, we thought it would be good to have an informal executive overview with all the changes in our world and on your campus since then. We also want to Thank everyone and review your goals, vision and update you on Trane Technologies and our progress in developing programs for PCC. We think a 1 hour MS Teams Meeting with you, David D, David B, Greg, Ian, Bill and _____ from PCC and we would have Pat Archambault, Mike Hines, Dean Oakley, Rob Wax, Bruce Locke, Brice May< dean Perry and me from Trane. (I will send another invite to everyone after you've had a chance to consider this)

As a follow up seeing I will be in Tucson on Friday, we could have up to three additional break out meetings but these would NOT be a formal kickoff as we would plan the formal project audit kickoff on June 17th – 19th time frame.

Topics for the three additional 1 hour breakouts on Friday would be updates and very high level planning for:

1. Existing Buildings, systems and energy related opportunities and potentially some PCC Covid-19 Response or transition

plans (Facilities leaders)

2. Include Arnie, Greg and _____ regarding new construction updates (New Construction team)
3. NC3/CTE and Living Learning Labs (VL3) plans, updates and Trane progress and our NC3 Analytics Certs

Finally, we would plan for a formal project kickoff for the 17th, 18th or 19th of June. That starts getting all the logistics of access, keys, building surveys/guides, CTE programs, VL3, utilities, schedules, etc... Guessing probably 3 or 4 hours of meetings. (combined MS Teams and potentially on Site team members).

Please advise if this is a good plan.

And last but not least THANK YOU AND YOUR TEAM FOR SELECTING TRANE as I can't express how excited we are to partner with you!!!

PS: We hope to complete the legal comment agreement discussion tomorrow morning so we are set for next Wednesday's board meeting.

Jim

[Join Microsoft Teams Meeting](#)

+1 704-370-9959 United States, Charlotte (Toll)

Conference ID: 488 846 379#

[Local numbers](#) | [Reset PIN](#) | [Learn more about Teams](#) | [Meeting options](#)

<mime-attachment.ics>

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Gaby

Gabriela Echávarri
Sr. Executive Assistant to the Chancellor

[4905 E. Broadway Blvd.](#)
[Tucson, AZ 85709-1005](#)

Voice (520) 206-4747

Fax (520) 206-4990

--

Gaby

Gabriela Echávarri

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Gabriela Echávarri

Sr. Executive Assistant to the Chancellor

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Fax (520) 206-4990

EXHIBIT 68

From: "Knutson, James" <Jim.Knutson@trane.com>
To: avkachur@pima.edu
CC: gwilson@pima.edu
ddore@pima.edu
Date: 6/19/2020 9:19:20 AM
Subject: RE: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Andrew,

That sounds great! Here's the list of our Trane team members you can add to the invite.

Hines, Michael Michael.Hines@tranetechnologies.com ; Archambault, Patrick PArchambault@trane.com ; Wax, Rob Rob.Wax@trane.com ; Oakley, Dean Dean.Oakley@trane.com ; May, Brice Brice.May@tranetechnologies.com ; Perry, Dean Dean.Perry@trane.com ; Bauer, Eric Eric.Bauer@tranetechnologies.com

Best,

Jim

Jim Knutson

Director, Integrated Solutions
303 349 4281 Cell

Trane Technologies
<https://www.tranetechnologies.com>
Jim.Knutson@Trane.com



TRANE
TECHNOLOGIES

From: Kachur, Andrew <avkachur@pima.edu>
Sent: Friday, June 19, 2020 9:22 AM
To: Knutson, James <Jim.Knutson@trane.com>
Cc: Gregory Wilson <gwilson@pima.edu>; David Dore <ddore@pima.edu>
Subject: Re: PCC and Trane Reconnect and Informal Pre-Kickoff Level Setting Meetings

Alert: This is an external email.

Hi Jim,

It looks like this Monday 4-5pm still works for that first virtual meeting. I can set up as google hangouts if that works for your team. Feel free to send their email addresses.

Those invited from Pima include:

Lee Lambert, Chancellor (will attend if time allows)

David Dore, President and Executive Vice Chancellor

Dolores Duran-Cerda, Provost

Greg Wilson, Dean of Applied Technology

Ian Roark, Vice President of Workforce Development & Strategic Partnerships

David Bea, Executive Vice Chancellor for Finance & Administration

Lamata Mitchell, Assistant Vice Chancellor for Student Learning

Bill Ward, Vice Chancellor, Facilities Operations

Thank you!

Andrew Kachur, M. Ed.

Executive Assistant

Office of the President of Campuses and Executive Vice Chancellor

Pima Community College, Downtown Campus

520.206.7100, 520.206.7048

On Tue, Jun 16, 2020 at 7:27 PM Wilson, Greg <gwilson@pima.edu> wrote:

Thanks, Andrew. Jim and I will work out the times in the morning. We'll keep you posted.

EXHIBIT 69

From: **Ward, Bill** <wward@pima.edu>
Date: Sat, Jun 20, 2020 at 12:03 PM
Subject: Re: Trane IP Language Modifications
To: Silvyn, Jeff <jsilvyn@pima.edu>
Cc: Bea, David <dbea@pima.edu>

Dave and Jeff,

Since this is the first time I've seen this agreement draft, I have a few more questions/thoughts to consider in order to ensure the best interests of the College are met:

- 1) In paragraph 7.2.1 which states that Trane could realize up to 99.9% of any energy cost savings (realized over the life of the equipment or 25 years whichever is less). Does this mean that the College will be okay with only 0.1% of any energy savings realized? Or, will the College have the opportunity to negotiate that percentage later in the process, such as at the Project Development Proposal (PDP) stage? If so what percentage savings will be deemed acceptable?
- 2) The agreement clearly states that Pima will provide guidance to develop savings estimates. All of the items listed in Exhibit D will require significant effort on the Facilities unit part. The 150 day/5 month expectation is concerning to me given that our unit will already be finalizing the fiscal year end, kicking off the new fiscal year which are historically our busiest period of the year for operations and construction, in addition to the unique circumstances with our COVID-19 response and reopening efforts that are already stretching the College's resources. Pima definitely needs to be given the flexibility with this requirement in light of our current environmental response alone. Also, there's a chance that we may have to suspend operations again if things get worse.
- 3) Exhibit D, (5) could be perceived as the College is considering outsourcing some of our non-exempt Facilities' employees, especially in the HVAC/C-Plant Shops. ("Outside labor cost savings, including maintenance contracts"), if so, a Maintenance Contract with Trane will not be cheap and any new equipment/systems to be installed would need to follow the College's 2 year warranty process anyway. I recommend that this Exhibit be more clearly defined to include our role and processes. Pima has a very long history of working with many business partners throughout our community/state related to manufacturer's proprietary systems the College has (Trane, Carrier, Daikin, Honeywell, etc.).
- 4) There are lots of reasons why the "Energy Baseline" (8.4.2) could be recalculated to determine what the cost savings are, but one in particular is worth singling out: (#5) "Changes in facility temperature". This would require that the College strictly adhere to a set point (74* + or - 2*) and not respond to any hot/cold calls within the defined temperature set point range. If we continue our current practice of scheduling our systems and adhering to reasonable set-

points, the College should still expect to achieve significant savings through more efficient equipment based on their proposal and a significant College investment. In my 30 + years of experience with these types of contracts if not done properly this can be a big money maker for the vendor. I'd like to talk this one through with you Jeff to ensure we get the best deal.

5) Weather changes continuously in Arizona and routinely impacts our utility bills. What would constitute a "significant" change in the weather (8.4.2, #6)? This needs detailed clarification (see 3 above).

6) Need to add a clause indicating that any savings already achieved from the College's 7 megawatt Solar Array are expressly excluded from the sharing of cost savings. This is a must.

7) Strongly recommend independent engineering evaluations be allowed by Pima. Facilities will need to have the proper oversight (audits) to ensure that the calculated confirm savings and recommend measures are verified and savings calculations are correct. We have a fiduciary responsibility to track all energy usage and utility costs.

8) Strongly recommend adding a requirement that cost savings be conveyed on a measure-by-measure basis only (e.g. How much is saved from the new equipment, independent from how much is saved off of a set point and scheduling) rather than in a grouping.

9) Who will be the named College representative in Article 10 - "Designated Representative?" I'm assuming it will be someone that I pick that has the background and knowledge to manage this type of Facilities project.

10) We need to carefully review what is required for Pima to realize savings for the College. Typically, performance contracts have very stringent demands (such as certain paperwork and tight filing deadlines) that may be difficult to satisfy, and would then quickly negate the realization of any savings for the College.

Thanks, and I look forward to discussing this further with you both as the College finalizes things.

-Bill

William R. Ward II
Vice Chancellor, Facilities Operations
Pima County Community College District
6680 South Country Club Road
Tucson, AZ 85709-1800
wward@pima.edu
(520) 206-2610 tel.

(520) 206-2736 fax.

EXHIBIT 70

From: "Knutson, James" <Jim.Knutson@trane.com>
To: dbea@pima.edu
CC: plgrijalva@pima.edu
trobenson17@pima.edu
jsilvyn@pima.edu
Date: 6/24/2020 7:27:52 AM
Subject: Re: Agreement

Yes, 150 is what we were expecting to land on. If you add 5 days to the two major milestones, you could change it to 160 days instead of 150. We will do our best to beat this time frame but the major wildcard to this would be more CV19 shut downs that would be beyond our control.
thx

Jim Knutson, Director of Integrated Solutions
Trane Technologies
Mobile/Direct: [REDACTED]
Email: Jim.Knutson@Trane.com

(Sent from my mobile phone so please excuse typos)

From: Bea, David <dbea@pima.edu>
Sent: Wednesday, June 24, 2020, 8:07 AM
To: Knutson, James
Cc: Grijalva, Paul; Terry Robinson; Jeff Silvyn
Subject: Agreement

Alert: This is an external email.

Jim,

Attached is the agreement with a couple modifications for your review:

1. I added David Dore's contact info
2. I changed the milestone review to 15 days
3. I changed the 8.2.2 to be 150 days. Let me know if this is ok... This is the one that concerns me only as it is the truly critical step to get board approval and board approvals are a slow process. If this is a huge issue for you, I will go back to 120, but 150 would make me more comfortable.

I also made a few formatting edits because I couldn't help myself (i.e., double spaces, font changes, etc.). I'm sure I did not catch all of them.

If this all looks good, I will have Paul put it into the contract system and route for signatures.

-Dave

David Bea
Executive Vice Chancellor for Finance and Administration
Pima Community College
4905 E Broadway
Tucson, AZ 85718
(520) 206-4519
dbea@pima.edu

EXHIBIT 71

From: ["Bea, David" <dbea@pima.edu>](mailto:dbea@pima.edu)
To: Jim.Knutson@trane.com
CC: plgrijalva@pima.edu
trobenson17@pima.edu
jsilvyn@pima.edu
Date: 6/24/2020 7:05:49 AM
Subject: Agreement
Attachments: [Trane- PCC IGA Ccontract-Updated Revisions 6.24.2020 with Exhibits FINAL.docx](#)

Jim,

Attached is the agreement with a couple modifications for your review:

1. I added David Dore's contact info
2. I changed the milestone review to 15 days
3. I changed the 8.2.2 to be 150 days. Let me know if this is ok... This is the one that concerns me only as it is the truly critical step to get board approval and board approvals are a slow process. If this is a huge issue for you, I will go back to 120, but 150 would make me more comfortable.

I also made a few formatting edits because I couldn't help myself (i.e., double spaces, font changes, etc.). I'm sure I did not catch all of them.

If this all looks good, I will have Paul put it into the contract system and route for signatures.

-Dave

David Bea
Executive Vice Chancellor for Finance and Administration
Pima Community College
4905 E Broadway
Tucson, AZ 85718
(520) 206-4519
dbea@pima.edu

EXHIBIT 72



3544 N. Romero Road, Suite 102
Tucson, Arizona 85705
www.ameresco.com

Pima County Community College District
Finance/Contracts & Purchasing
4905D East Broadway, Room D-232
Tucson, Arizona 85709-1420

Attn: Jan Posz, C.P.M. Sr. Procurement Analyst

**RE: Formal Protest and Request for Consideration
RFP P20/10015 Comprehensive, Integrated Energy Management Program**

Ms. Posz,

After a careful review of the data provided regarding the proposal scoring and the content of the selected proposal versus that of Ameresco, Inc., we respectfully request that the College consider our protest of the award of this RFP to Trane Co.

We have noted a number of concerns with the content of the selected proposal and falsehoods within it that we believe have affected the scoring and outcome of this Request for Proposal.

Our protest is based on the following issues:

1. Lack of Experience with Arizona State Law Requirements for Performance Contracting

- a. The Trane Proposal contains a major falsehood that highlights their lack of experience in Performance Contracting in compliance with the applicable Arizona State Laws. On page 8 and again on page 9 of Trane's Proposal, they claim the following:

“State legislation mandates a minimum of three year term in Arizona but this term can be extended upon Pima Community College’s request.”

“The State of Arizona does not require public agencies to maintain M&V services after the first 3 successful years of achieved savings guarantee.”

While there was a time long ago when this was true, these assertions are false and have been addressed by the Arizona Attorney General's Office almost 10 years ago. Measurement & Verification as well as Annual Reconciliation of Savings is required on an annual basis for the complete term of the project. We have included a link to the Attorney General's Opinion below and provided a copy as an attachment to this document.

<https://www.azag.gov/opinions/i10-007-r10-018>

While there are two separate laws, A.R.S. 15-213.01 which is used for Public Schools which was the basis for the Attorney General’s Opinion and A.R.S. 34-105 which is used for Community Colleges, the text of both laws regarding the guarantee of energy savings term and the requirement for Measurement and Verification during the term are identical and have been confirmed to be addressed by the Opinion.

- b. The Trane Proposal also claims that Operational Savings and Deferred Maintenance can be used to provide savings to offset the project costs in direct conflict with Arizona Revised Statute 34-105. This is noted in their Sample Project Cash Flow Table on Page 9, Line 4 of the proposal

<i>Example Cash Flow - 10 Year</i>	<i>Pima CC</i>	<i>T</i>
Description of Project	First Cost	Savings Year 1
ECM's, <u>Deferred Maint</u> , Upgrades, Renewables, Labs	\$15,500,000	\$1,873,000
*Ongoing Services, M&V, Training, Instruction	\$0	(\$130,000)
Total Calculated Cost Savings		\$1,743,000
Total Construction First Cost	\$15,500,000	

and also on Page 51. The use of operational and maintenance savings was specifically removed from the Statute in 2015 and was restricted to only Energy Savings.

This was changed by the Legislature because several ESCO’s were claiming operational savings that were not being realized within the budgets of the customers and, as a result, was requiring those entities to expend additional funds out of their capital budgets for debt service payments that were not covered by the realized savings.

Based on these issues, we feel that the scoring for Trane under the “Appropriate Market Sector Experience/Expertise” is significantly incorrect and shows that they are not experienced nor have the appropriate expertise in this market.

2. Project Personnel/Staffing Comparative Scoring of the Proposals for each firm

There is a substantial difference in the scoring of this section between Ameresco (6.8) and Trane (9.4) that we cannot find cause for. A review of the project teams proposed by each vendor does suggest some differences, however, we believe that those differences are in Ameresco’s favor and not Trane’s. For Example:

- While the team members for each organization generally have similar levels of overall experience, the Ameresco team has substantially more experience working together on their reference projects as a team. When

you look at the resumes for each team member, it is clear that the Ameresco team has worked together collectively on many more projects than the Trane team.

- The average tenure of the proposed team members working with their respective teams is also in favor of Ameresco, 13.66 years compared with 10.35 years for the Trane team.
- The projects that the team members have worked on together for Ameresco are significantly more aligned with the size, scope and complexity of the Pima Community College project than those of the Trane team.
- The local point of contact in Tucson for Ameresco that is assigned to the Project has 33 years of experience in developing and managing Comprehensive Integrated Energy Management Programs and has over \$150 million of successful projects located in Arizona. The local point of contact for Trane has 4.5 years of experience and does not appear to have any reference projects of the size and scale of PCC

3. Reference Projects – Scoring and Scope, Nature and Complexity

The scoring for Trane in this section does not appear to be appropriate based on the criteria set forth in the RFP document. Section 4,h. of the RFP document clearly states that PCC asked for “... **three (3) independent references from three (3) different projects of similar scope, nature, and complexity...**” .

Of the references provided by Trane, only one of them appears to meet this requirement. The other three references are much smaller and simpler projects that are not similar to that being considered by PCC. For example, The Town of Oro Valley project submitted by Trane consists of a single facility of approximately 100,000 s.f. (formerly the Sheraton El Conquistador Golf Club) and includes a very basic scope of work. Further, this is the only project that Trane submitted that is within the State of Arizona which has very specific legal requirements which we noted earlier. As it happens, the Town of Oro Valley is also an Ameresco customer and all of the other facilities within the Town were done by Ameresco in a \$4.3 million dollar project. We did not include this project as a reference as even it was not of sufficient similarity to PCC for inclusion, although it is noted in the resumes of Mr. Byrd and Mr. Drake in the Ameresco proposal.

On the other hand, Ameresco provided three reference projects that were of similar scope, nature and complexity including multi-building, multi-campus facilities with a mix of Central Plants, Packaged HVAC Upgrades, BAS Controls, Lighting, Water Conservation, etc. as well as a separate reference from Northern Arizona University for Solar PV.

Lastly, in the table of additional reference projects completed nationwide provided by Trane there are only five nationwide that appear to be of similar size and scope to PCC. Ameresco provided a similar table that includes over \$100 Million dollars of work at Arizona State University and \$35 Million dollars for work

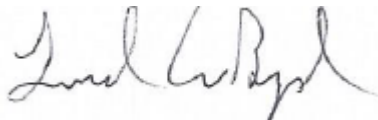
at the University of Arizona as well as at least 15 other projects of equal scope and complexity to that being contemplated by PCC.

The scoring for this section does not appear to reflect the differences noted above in the submissions by Trane and Ameresco as Trane was scored a 9.6 vs. 9.4 for Ameresco and may also have been a factor in the scoring of the "Appropriate Market Sector Experience/Expertise" area as well.

In conclusion, we ask that Pima Community College consider this protest request and revise the scoring appropriately. We believe that the items we have noted above are substantial and, once corrected, will result in Ameresco being selected. It is clear that the selected proposer clearly does not have sufficient experience in performing this type of work within Arizona while Ameresco has over \$250 Million dollars of projects in Arizona alone.

On behalf of the Ameresco team, thank you for providing information on the selection process and proposal scoring for the above referenced project. Should you have any questions or require additional information regarding this request, please do not hesitate to contact me at 520.490.3663 or at lbyrd@ameresco.com.

Respectfully Submitted,



Leonard Byrd.
Senior Project Development Manager
Ameresco, Inc.

Attachments to Email

Arizona Attorney General Opinion - I10-007.PDF

cc: Robert Georgeoff – President, Ameresco Southwest
File

EXHIBIT 73



**District Office
Procurement Services**

Purchasing Department
4905D E Broadway Blvd.
Tucson, AZ 85709
Telephone (520) 206-4759
Fax (520) 206-4536

PimaCountyCommunityCollegeDistrict

July 23, 2020

Leonard Byrd,
Senior Project Development Manager
Ameresco, Inc.
3544 N. Romero Road,
Suite 102 Tucson,
Arizona, 85705
www.ameresco.com

**Subject: Protest Determination
RFP P20/10015 Comprehensive, Integrated Energy Management Program**

Dear Mr. Byrd,

Ameresco's formal protest referencing RFP P20/10015 Comprehensive, Integrated Energy Management Program was filed with the Director of Procurement Services as of Friday, July 17, 2020. We thank you for presenting your concerns and giving us an opportunity to address them in accordance with our established procurement policies and procedures. Your notice of protest has been thoroughly reviewed and considered. The following represents the Procurement Services Director's determination:

Introduction:

The College issued a solicitation to acquire Comprehensive, Integrated Energy Management Program services on October 11, 2019. Responses to the Request for Proposals (RFPs) were due to be received by the college on December 18, 2019. A Procurement Department Representative, Sr. Procurement Analyst, Jan Posz, convened and facilitated the RFP Review and Evaluation Committee for this solicitation. The Committee Evaluation Process was finalized on February 19, 2020, an award recommendation went to the highest scored/ranked Offeror, Trane. Upon completing successful contract negotiations with Trane the contract was awarded to Trane. Notice of award letters were issued on July 8, 2020 to all unsuccessful proposers.

The Protestant's Grievances:

Summarily, Ameresco has presented the following protest grievances associated with the evaluation and scoring made by the Evaluation Committee and decision to recommend award of this solicitation to Trane. Each of the following grievance topics were followed by detailed explanations of Ameresco's concerns in their filed formal protest.

1. Lack of Experience with Arizona State Law Requirements for Performance Contracting

- “Based on these issues, we feel that the scoring for Trane under the ‘Appropriate Market Sector Experience/Expertise’ is significantly incorrect and shows that they are not experienced nor have the appropriate expertise in this market.”
2. Project Personnel/Staffing Comparative Scoring of the Proposals for each firm
 - “There is a substantial difference in the scoring of this section between Ameresco (6.8) and Trane (9.4) that we cannot find cause for. A review of the project teams proposed by each vendor does suggest some differences, however, we believe that those differences are in Ameresco’s favor and not Trane’s.”
 3. Reference Projects – Scoring and Scope, Nature of Complexity
 - “The scoring for Trane in this section does not appear to be appropriate based on the criteria set forth in the RFP document. Section 4,h. of the RFP document clearly states that PCC asked for ‘... **three (3) independent references from three (3) different projects of similar scope, nature, and complexity...**’ .”

Ameresco’s Closing Statement:

“In conclusion, we ask that Pima Community College consider this protest request and revise the scoring appropriately. We believe that the items we have noted above are substantial and, once corrected, will result in Ameresco being selected. It is clear that the selected proposer clearly does not have sufficient experience in performing this type of work within Arizona while Ameresco has over \$250 Million dollars of projects in Arizona alone.”

Background & Pertinent Solicitation Process & Procedure Information:

RFP Evaluation Process – The PCC Procurement Department is responsible for forming and facilitating the RFP Evaluation Committee. The Committee Members consist of dedicated PCC Employees from various College departments directly associated with the solicitation of the products or services needed. Typically, Committee Members include department leaders, subject matter experts (SMEs), or other highly dedicated and disciplined PCC employees representing constituent stakeholder units of the College likely to be impacted by the solicitation results. These employees receive training on evaluation-committee expectations and requirements.

Committee Evaluation Members are charged with the following responsibilities:

1. Each committee member is responsible for independently reviewing and scoring each proposal fairly and consistently, based on their own review of the materials submitted.
2. Each committee member is required to thoroughly review each proposal response and only score it against the solicitation’s specified evaluation criteria.
3. Committee members DO NOT score or evaluate vendor proposals subjectively against other competitor proposals.
4. Committee members must commit to fully participate in scheduled evaluation meetings whereby evaluation discussions take place and final independent assessments are shared and compiled.

The facilitating Procurement Analyst is responsible for compiling the evaluation committee notes, scores, and signatures necessary for making the Evaluation Committee's award recommendation.

Findings of Fact

1. PCC conducted a full and fair solicitation process in accordance with PCC policy, and no errors in process or abuses of discretion occurred that could have materially affected the outcome for Ameresco or the awarding of the contract to Trane.
2. Ameresco's protest presents a subjective reassessment and reevaluation of a competitor's (Trane's) proposal that does not provide sufficient justification to reevaluate and rescore Ameresco's or its competitor's respective proposals.
3. Ameresco did not provide a reasonable factual basis to conclude that a reevaluation and rescoring of Trane's proposal, based on Ameresco's concerns, would result in a different solicitation outcome.
4. In sum, Ameresco generally disagrees with the evaluation committee's subjective assessments of Ameresco's and Trane's proposals and the College's discretionary determination to award the contract to Trane on the basis of those assessments. Ameresco does not present a reasonable factual basis to conclude that the assessments and determination in question were made improperly or that the College's administrative practices and procedures, or its handling of the solicitation process in this instance, were materially flawed.

Director's Determination

Ameresco's protest is denied. PCC shall proceed with the contract award to Trane in accordance with PCC Procurement Policies and Procedures.

The PCC Department of Procurement & Payment Services greatly values its vendor relationships and promotes fair and open competition in accordance with purchasing "best Practices," policy, procedure and in compliance with all state and federal regulatory requirements. Thank you for presenting your concerns. We hope to have an opportunity to work with your firm in the future for potential acquisitions.

Should you have any additional questions regarding this matter, or in the future while working with my staff for any reason, please do not hesitate to contact me directly for assistance.

Sincerely,



Terryl Robinson, CPPO, CPPB, MBA
Pima Community College
Director of Procurement & Payment Services
Chief Procurement Officer

Instructions for Appeal:

Appeals of the protest this decision may be filed by the original protester only and are to be filed with the Procurement Services Director within 5 calendar days of the receipt of the decision. The notice of appeal shall contain: (a.) The information from the original protest Letter; (b.) A copy of Procurement Services Director's decision; (c.) The basis for the matter.

The Procurement Services Director shall, within 48 hours, give written notice of the pending appeal to the successful contractor if award has been made or, if no award has been made, to participating bidders. Any party so notified shall, upon request, be furnished with a copy of the notice of appeal filed in the matter.

The Procurement Services Director shall notify the Executive Vice Chancellor for Finance and Administration or its designee of the appeal. Any hearing or appeal shall be conducted by the Executive Vice Chancellor for Finance and Administration or its designee as hearing officer. A written decision will be made within 14 calendar days after the appeal has been filed.

The time limit for a decision may be extended by the Executive Vice Chancellor for Finance and Administration or its designee as hearing officer for a reasonable time not to exceed 30 calendar days. The Executive Vice Chancellor for Finance and Administration or its designee as hearing officer shall notify the protester in writing that the time for the issuance of a decision has been extended and the date by which a decision will be issued.

Non-Stay of Procurement Award:

The College has elected not to issue a stay of award during the protest review, decision or appeal process.

EXHIBIT 74

Ward, Bill <wward@pima.edu>

Re: Investment Grade Audit Deliverable

1 message

Dore, David <ddore@pima.edu>

Thu, Apr 1, 2021 at 8:23 AM

To: "Knutson, James" <Jim.Knutson@trane.com>Cc: David Bea <dbea@pima.edu>, "Ward, Bill" <wward@pima.edu>, "Lambert, Lee" <llambert@pima.edu>, Tom Davis <tdavis53@pima.edu>, "Locke, Bruce" <BLocke@trane.com>, "Mundell, Jeffrey" <Jeffrey.Mundell@trane.com>, "Hines, Michael" <Michael.Hines@tranetechnologies.com>, "Perry, Dean" <Dean.Perry@trane.com>

Hi Jim,

Thanks to you and the team for the Executive Overview and Program Summary of the Investment Grade Audit. The next step will be a thorough and detailed review and vetting by our Vice Chancellor of Facilities and his team to prepare for presenting to our Governing Board at an upcoming study session. Vice Chancellor Bill Ward will be following up directly with you and your team.

I look forward to speaking with you today.

All the best,

David

On Wed, Mar 31, 2021 at 2:05 PM Knutson, James <Jim.Knutson@trane.com> wrote:

David,

I hope all is well. Please find the link (below) with the IGA documents, appendices and an executive summary (attached) to fulfill the Comprehensive, Integrated Energy Management Program agreement deliverables. Please forward the link to the appropriate team members for review and comment. We will forward an RFI document for questions that will be helpful to keep track of questions and responses.

We truly appreciate the support by the college and also this opportunity to present our recommendations. Our team has worked hard to bring solid research, data and findings that can bring transformational opportunities for the college and students. We believe this work will provide a firm foundation for you to move forward with confidence to maximize savings and repurpose waste while incorporating student engagement all along the way. I also hope the executive summary provides a good overview and that the remaining documents provide solid backup and assurance for the board's approval of the implementation phase.

Gratefully,

Jim and the Trane Team



Jeffrey Mundell (jeffrey.mundell@trane.com) invited you to edit the folder "Pima IGA" on Dropbox.

Jeffrey said:

"The IGA and supporting documents can be found here"

[Go to folder](#)

Thanks,
The Dropbox team

Jim Knutson

Director, Integrated Solutions

303 349 4281 Cell

Trane Technologies

<https://www.tranetechnologies.com>Jim.Knutson@Trane.com**TRANE**TRANE
TECHNOLOGIES

From: Jeffrey Mundell (via Dropbox) <no-reply@dropbox.com>**Sent:** Wednesday, March 31, 2021 12:21 PM**To:** Knutson, James <Jim.Knutson@trane.com>**Subject:** Jeffrey Mundell shared "Pima IGA" with you

Alert: This is an external email.

[Report to Dropbox](#)

© 2021 Dropbox

--
David Dore, Ed.D., M.B.A
President of Campuses and Executive Vice Chancellor
Pima Community College
Office: Downtown Campus
[1255 N. Stone Ave.](#)
[Tucson, AZ 85709](#)
Tel: 520.206.7100
Fax: 520.206.4788



EXHIBIT 75

Fri, Apr 30, 12:49
PM (6 days ago)

MLopez@tep.com

Good afternoon gentlemen,

Sorry this took a bit of time to respond back to you. TEP and our contractors took a dive into your 180 energy proposal from Trane. Sorry to say TEP can't provide a full and thorough assessment since this report is missing quite a bit of data and information. Hopefully your team has also identified missing valuable data. There are quite a few areas that TEP can't figure out or validate some of the savings that are being outlined throughout all the years in this report. TEP can't tell a customer that they will save a certain amount of money on any efficiency changes made so many years out. The Arizona Corporation committee approves our energy measures every year. Not sure how they can pencil in a specific savings amounts 20 years out when TEP can't confirm from one year to the next if a measure will still be applicable and approved by the commission. In other words, what on the table now might not be there a couple of years down the road. Future rate cases could also throw a wrench into these savings amounts as the years go on.

Load factors and usage patterns also could have impacts.

Since the college is spending so much money potentially (\$15 million) on this contract, why wouldn't PCC reach out to an independent engineer to conduct a more thorough analysis? That alone could save the college a lot money and reveal a more detailed analysis without being locked into a very long contract.

If your team would like to discuss with TEP a bit more in detail as to where we would have our concerns with the info outlined in this report, please let me know and I would be happy setting something up. TEP can't tell any customer what to and what not to agree on with third party companies, however, there are concerns from what we see in this report that should be addressed with Trane for a better understanding how they came up with some of these figures.

Let me know. Thanks

Martin Lopez

Sr. Key Account Manager

Tucson Electric Power

EXHIBIT 76



Soaring Hawk <[REDACTED]>

FW: Trane RFP

6 messages

Luke Alm <luke.alm@solonamerica.com>

Thu, Jun 3, 2021 at 3:08 PM

To: Soaring Hawk <[REDACTED]> Luis Gonzales <[REDACTED]>

Please see email below. This was shared with permission from David Davis.

This can also be forwarded to Bill Ward.

Best,

Luke Alm

From: Davis, David <ddavis57@pima.edu>**Sent:** Monday, May 3, 2021 10:06 AM**To:** Luke Alm <luke.alm@solonamerica.com>**Subject:** Trane RFP

Do you know anything more about the RFP generation than what I learned independently of you; that Trane wrote it. I was told this by Brice May, and I believe you had heard this from another employee at Trane. It sounds like someone here at PCC is saying they pulled it from some off the shelf resource. This doesn't make sense as the RFP was so specific and so well aligned with what Trane had been trying to sell before the RFP went out. Do you have anything to add to this?

--

David Davis, CEM, CDSM - Energy Resource Manager

Pima Community College - M&S

6680 S. Country Club Rd, Tucson, AZ 85709-1810

520 206-2631

Soaring Hawk <[redacted]> Thu, Jun 3, 2021 at 3:31 PM
 To: Luis Gonzales <[redacted]>, mario gonzales <[redacted]>, william ward <[redacted]>
 <[redacted]>, Luis Gonzales <[redacted]>, [redacted] <[redacted]>, iegenna@berkeley.edu, [redacted]

Hmmm the plot sickens

Sent from my iPhone

Begin forwarded message:

[Quoted text hidden]

william ward <[redacted]> Thu, Jun 3, 2021 at 3:36 PM
 To: Soaring Hawk <[redacted]>
 Cc: Luis Gonzales <[redacted]>, mario gonzales <[redacted]>, Luis Gonzales <[redacted]>
 <[redacted]>, Maria Garcia <[redacted]>, Eddie Genna <iegenna@berkeley.edu>, [redacted]

Thanks Hawk...looks like they're scrambling.

[Quoted text hidden]

william ward <[redacted]> Thu, Jun 3, 2021 at 3:38 PM
 To: Soaring Hawk <[redacted]>
 Cc: Luis Gonzales <[redacted]>, mario gonzales <[redacted]>, Luis Gonzales <[redacted]>
 <[redacted]>, Maria Garcia <[redacted]>, Eddie Genna <iegenna@berkeley.edu>, [redacted]

My attorney will be reaching out to the College this week to let them know she'll be representing me...we talked today.

On Thu, Jun 3, 2021, 3:31 PM Soaring Hawk <[redacted]> wrote:

[Quoted text hidden]

mario gonzales <[redacted]> Thu, Jun 3, 2021 at 4:13 PM
 To: william ward <[redacted]>, Soaring Hawk <[redacted]>
 Cc: Luis Gonzales <[redacted]>, Luis Gonzales <[redacted]>, Maria Garcia <[redacted]>
 <[redacted]>, Eddie Genna <iegenna@berkeley.edu>, [redacted]

WOW!! The attorney that conducted the two whitewashing so called investigations, was useless and a waste of taxpayers \$\$\$.

A real forensic investigation is needed

I don't how much more incriminating evidence is needed for the board to take action

Where's Kat at this time??

Good luck Bill!!!, keep the faith. MRG

Sent from my Galaxy

[Quoted text hidden]

william ward <[REDACTED]> Thu, Jun 3, 2021 at 5:17 PM
To: mario gonzales <[REDACTED]>
Cc: Soaring Hawk <[REDACTED]> Luis Gonzales <[REDACTED]> Luis Gonzales
<[REDACTED]> Maria Garcia <[REDACTED]> Eddie Genna <iegenna@berkeley.edu>,
<[REDACTED]>

Will do...thanks.
[Quoted text hidden]

EXHIBIT 77



Facilities Review Trane Investment Grade Audit



May 2021

Background

On June 29, 2020 the College signed an agreement with Trane titled, "Comprehensive Integrated Energy Management Program Agreement." A blanket purchase order dated July 8, 2020, referencing this agreement, was issued to Trane in the amount of \$200,000 to perform an Investment Grade Audit (Audit) and a Project Development Proposal (PDP) over the next 150 days. The Facilities team facilitated Trane's access to PCC's closed campuses, and provided data, as requested. Trane delivered milestone reports throughout the Audit process and on March 31, 2021, Trane provided Audit documents, Appendices and an Executive Summary to fulfill the Comprehensive, Integrated Energy Management Program Agreement deliverables. A formal presentation of their findings was presented to the Governing Board at the April 19, 2021 study session.

For reference, here is the standard RFQ process that is required of all PCC Facilities projects per directions from PCC Purchasing:

- Purchasing requires a purchase requisition from the department to start the process for purchasing goods or services.
- Request for Qualifications (RFQ) are to be drafted by the requesting department and submitted to Purchasing. Final draft, and required purchasing forms (front end; terms and conditions), is compiled by Purchasing into the final RFQ document.
 - Receiving supporting documents or help to develop the RFQ from outside consultants or vendors may result in those consultants/vendors getting disqualified from submitting a proposal for the project, given real or perceived advantage over other bidders.

The process concluded with Trane as the successful proposer, and on June 3, 2020 the Board of Governors approved Trane to:

1. Assess the current state of the systems and controls throughout the College;
2. Identify capital projects that will improve the efficiency of the College's Heating, Ventilation, and Air Conditioning (HVAC) and control systems to reduce future utility costs; and
3. Integrate equipment and systems analysis into living lab learning opportunities for students enrolled in the College's Building and Construction Technology (BCT) programs.

Per the Board report, the terms of the contract with Trane were yet to be finalized at that time.

Overview

Trane's Investment Grade Audit final report was reviewed by PCC Facilities including the College's Energy Resource Manager (Certified Energy Manager). As part of our review, we included several College business partners who all shared data and input on the proposal including: Tucson Electric Power (TEP), GLHN Engineers and Architects, and the Solon Corporation. Findings are summarized in this document and a detailed list of errors are listed in Appendix A1. The conclusion and recommendations are found at the end of the document.

PCC Facilities

1. Solar Arrays and Net Metering

Facilities' Energy Resource Manager noted that the Audit does not convey Energy Conservation Measures (ECMs) or savings by utility meter. PCC has 22 electrical meters of which 12 are primary building meters. The remaining meters serve smaller loads such as signs, workshops, field lighting, and other small applications. Ten of these 12 primary building meters are connected to the College's solar arrays and are required by TEP to be on a net metering utility rate.

Solar arrays are engineered for a specific electrical production amount and solar arrays at the College are designed to produce approximately 80% of our average electrical load at a given meter. Unlike the TEP electric utility where the College is invoiced for the electrical energy consumed, the College is invoiced monthly for the electricity generated by the solar arrays, not for consumption.

If the energy saving strategies proposed in the Audit create a situation where our solar arrays produce more electrical energy than is consumed, such as through ECMs, then the College still pays for electricity we are not using. This could lead to a situation where ECMs have an initial investment cost, but not a dollar savings return.

2. Return on Investment Duration

Many of the efficiency measures proposed by the Audit have Return on Investments (ROIs) that are well beyond 10 years. Long-term ROIs beyond the ten-year mark are considered poor investments by most energy efficiency professionals. (Appendix A5)

- Page 33, Domestic Water Fixture Upgrades - Annual Cost Savings Summary the simple payback ranges from 8.5 to 19.3 years, depending on the campus.
- Page 36, Transformer Upgrades, Downtown Campus, has a 20.3 year ROI.
- Some of the ROIs proposed in the audit for Lighting Upgrades are in the range of 12.1 to 20.1 years.

- Page 50, HVAC Controls Upgrades, District Office has an 11.8 year ROI and Downtown Campus has a 12.7 year ROI.
- Page 54, HVAC System Upgrades, Electrical Savings, West Campus has a 17.0 year ROI (although the total shows 22.4).
- Page 55, Energy Efficiency Measures Evaluated but Not Included, lists a large number of major equipment items which were evaluated by Trane but deemed as having “insufficient ROI” to propose an ECM.

3. Temperature Setpoint & Occupancy Schedules

Another issue relates to energy savings achieved by modifying existing temperature setpoints and implementing changes to the scheduling. The temperature setpoint adjustment suggested in the Audit is a significant increase in standard space temperatures at the College. To accept this contractual requirement, the College must commit to maintaining the conditions defined for each ECM savings, which would include not only adhering to occupancy schedules outlined in the Audit, but also the need to enforce the setpoints. Enforcing setpoints will cause internal customer complaints. Non-adherence to setpoint standards is one measure by which a “guaranteed savings” can contractually *not* be delivered.

To provide a real-life example of how this temperature setpoint modification could cause issues for the College, PCC Facilities has provided the following points to fully illustrate the resulting implications the College would face if this course of action is approved and implemented to realize the associated savings:

- The College currently has a temperature standard for the operation of our HVAC systems of 74 degrees plus/minus two degrees, yet many internal customers demand temperatures closer to 70 degrees.
- The Trane proposal would institute and require building temperatures at 75 degrees, plus or minus two degrees. This does not mean that individuals can demand a 73 degree setpoint. It means that temperatures up to 77 degrees are acceptable levels for cooling comfort according to the Audit.
- The College has historically not been able to institute a non-negotiable temperature setpoint policy without significant internal complaints about the temperature.

It should be understood that the total proposed energy savings would be significantly reduced without rigid setpoints in place. Again, not adhering to these setpoints would be a contractually acceptable reason for Trane to not deliver on the promised savings.

4. Utility Costs

Trane described the graph on Page 4 of the Audit as “rough” at the April 19, 2021 Governing Board study session. This is because it is not an accurate representation of past or projected ongoing utility costs, with or without the proposed equipment retrofits or replacements. The College is already realizing decreased utility expenses over the last three fiscal years due to operational and equipment changes and a reduction in the number of buildings (Community Campus). This is not discernible from the averaging of utility costs for the 2018 and 2019 calendar years as presented on Page 5 of the Audit.

Additional College energy expense decreases are also already projected for future years given the long term solar service agreements that will result in electricity savings from the TEP power grid; the College’s solar array electrical generation costs will remain flat when compared to anticipated year over year electrical rate increases by our electrical utility provider.

5. Misrepresentation of Existing Control Systems

In the audit, it was not entirely clear what control equipment already in place at the College is to be integrated and what control equipment would be retrofitted with Trane control equipment. There is potential, with this proposal, to duplicate the investment already expended by the College. The audit conveyed the idea that only 20% of the automation at PCC has been upgraded to modern control equipment to date. This is not an accurate representation of existing control systems because the amount of modernization cannot be estimated by simply counting up controllers. All of the PCC Central Plants have been modernized to Delta Controls over the past two to three years. Evaluating the controls by significance of application should put this number above 40%.

In addition to these significant control applications, PCC has purchased enteliWEB software which can deliver all of the same benefits as the Trane Ensemble software. In short, equipment already owned by PCC is capable of delivering the benefits of the Trane equipment presently under consideration for purchase. Following these recommendations, PCC will be repurchasing items already owned.

6. Utility Rebates

Although not included in any proposed savings, the College has the ability (and has done so in the past) to apply for the utility rebates mentioned in the Audit, with or without implementation of the proposed ECMs. PCC Facilities staff meet regularly with TEP personnel and are kept abreast of opportunities available in Utility Rebate programs.

7. Operation & Maintenance (O&M)

Detailed work order data was provided by PCC Facilities; including labor, material, and purchase order expenses. Also provided were costs spent on capital projects and costs

for deferred maintenance projects planned for the future, as well as college-wide operation and maintenance (O&M) expenses.

- The table of expenses shown as a basis for determining an operational savings (Section 9. Financial Information, Page 84) appears to be a mixture of both fiscal year and annual year expenses averaged and rounded to determine the proposed savings.
- The figures shown are also a mixture of total expenses for a college-wide capital fund by fiscal year and one-time vendor expenditures. These expenses may or may not be eliminated by an ECM as some costs, such as one-time investments captured in these expenses, are not appropriate for calculating recurring O&M savings.

Annual O&M savings calculations have been proposed at a flat rate of \$250,000 per year, for 10 years.

- According to the PCC RFP Proposal, any savings calculated were to be demonstrated by year, not estimated or averaged.
- Although allowable, it is not unusual for O&M savings to be listed at zero given the new or retrofitted equipment still needs to be maintained and there are costs associated to do so. See Arizona State University's Audit as an example of \$0 included for O&M savings (Appendix A7).

O&M savings of \$250,000 per year equates to 29% of the proposed \$863,000 of average annual savings presented on Page 4 Financial Overview. If O&M savings were found to be less, or zero, this significantly impacts the overall energy savings that would actually be realized by the College.

8. Budget Reduction Theory

The Audit states the College will realize operational savings due to a reduction in budgets allocated to those expenses. Reduced budgets and actual operational savings are not comparable measures; reduced budgets do not necessarily equate to operational savings. Additionally, Trane has recommended an additional \$5,000,000 contingency fund (budget) be allocated to the project. This contingency fund (reference Pro Forma, Page 86) is in addition to the first construction period cost of \$13,328,276 which, in effect, would increase the budgets allocated for these expenses.

9. Equipment Selection

It should also be noted that on Page 68 of the Audit, in the section titled "3. a. Equipment Performance," Trane states, "The contractor has control over the selection of equipment and is responsible for its proper installation, commissioning, and performance."

10. Equipment Warranties

Equipment manufacturer's warranties for each of the products recommended for the ECMs are outlined on page 79. All have one year labor warranties, and all but lighting and transformers have 1 year material warranties. Four different Trane Maintenance Agreements/Services are offered on Pages 79-81 as options for the College to consider. The Audit states that "all new equipment will be maintained by PCC's own staff." Yet, it also states, "Trane will not be responsible for any maintenance on the newly installed infrastructure." This implies equipment warranties will be invalidated unless Trane's maintenance contracts are procured (at an additional expense) and performed by Trane. It has been verbally stated, as well as implied, that Trane staff are not meant to replace existing PCC Facilities staff, however, this statement of non-responsibility implies/advises to the contrary, and otherwise it becomes an ADDED cost to engage Trane Services. Since no associated costs are listed, one is not able to calculate what impact these service options would have on:

- The O&M savings proposed due to their associated costs.
- The costs and related staffing levels of the existing PCC Facilities staff at the College.

Any service and maintenance contract needs should be evaluated against current costs for vendor service contracts or PCC Facilities staffing to determine if they result in increased or decreased expense for the College. This evaluation cannot be performed from the information provided in the Audit.

11. Training Options

Trane lists a number of training courses (Page 82-83) and certifications that they offer for our staff. They do not list any prices for these services. Trane also desires to test and evaluate our existing trades staff capabilities relating to the equipment and then provide training they believe is needed to adequately maintain their equipment for an additional cost. **This is a direct conflict of interest.**

12. Non-energy Cost Savings

Page 67 d., Contractor Proposed Approach states that, "All non-energy cost savings were developed with the customer and Trane and are therefore mutually agreed upon by the customer and therefore will not be verified." Information provided to Trane was not a mutually agreed upon baseline for operations and maintenance savings, nor has Trane's proposal been accepted as-is for an agreed upon baseline.

- Baseline discussions and agreements have not yet occurred.
- Measurement and verification (M&V) of non-energy cost savings should be performed and not excluded.

13. Weather Conditions

Page 68 states that “weather correction” will not be required due to modeling. Energy requirements can fluctuate drastically in our region and will impact efficiency. Weather conditions should be taken into account and the to-be-agreed-upon baselines should be adjustable accordingly. Arizona Revised Statute 34-105 allows for weather to be considered for adjustment to the baseline for measurement and verification.

14. M&V Services and Software Subscription

HVAC control upgrades are proposed to be measured with TRACE 700 models (Option B) and spreadsheet calculations. Most other ECMs are proposed to be measured with Option A protocol, however Option B protocol requires a subscription to Trane software.

- See page 72, Measurement & Verification Plan, “Therefore, the customer shall maintain a subscription to Trane’s Building Performance tools for the length of the M&V period.”
- The cost for the subscription is not listed, and therefore assumed to not be included in Trane’s overall cost to perform M&V services at \$1,023,009 over 15 years. If the subscription is required in addition to the M&V services cost listed in the Audit, then it should be added to the total annual costs.
- It is in the best interest of the College to have M&V validated by a third party. Any expenses for M&V should be factored into the overall ROI and savings calculations to determine viability.



15. Project Cost

The proposed project costs presented at the April 19, 2021 Governing Board study session, although similar in total, are not the same as the total costs presented by ECM type (tables Pages 29, 34, 38, 50, 54) and it is not clear why there are differences. Proposed project costs per measure were presented in the following table:

Project Cost Table

ECM Measure:	Study Session	Audit	Difference
HVAC Controls	7,090,667	7,361,964	271,297
Lighting Upgrades	4,062,583	4,062,582	(1)
Water Fixtures	673,524	673,666	142
HVAC Equipment	719,157	569,981	(149,176)
Transformers	274,714	274,772	58
Academic Lab	254,634*	Not Listed*	N/A
Commissioning	253,097	385,312	132,215
Total	\$13,328,376	\$13,328,277	

* The Academic Lab (Energy Living Lab) is discussed on pages 56-61 of the Audit, however, it is not known where the \$254,634 project cost came from, as shown.

The Lab is a part of the programming and development plans for Building and Construction Technologies (BCT) curriculum and NC3 certification, etc. The ST building renovation, as part of the Center of Excellence for Applied Technology, includes construction costs for the Lab which are not represented by this figure.

16. Network Architecture

Trane network architecture requirements need to be coordinated with PCC Information Technology networks. As it currently stands, some of the functions available with the Trane product will not be possible at the College. The Trane Ensemble system is similar to the Delta enteliWEB systems operating at the College; however, due to PCC Information Technology network security requirements and restrictions, only a subset of this functionality will be realized, just like is currently the case for the enteliWEB system.

Network security varies with each institution and falls within the authority of the PCC Information Technology unit. Support from PCC's Information Technology staff is assumed. In order to purchase and implement information services successfully, the College needs to realize that the product may operate with reduced functionality or full product features may require a reduction in College network security. Based on the operational and security requirements placed on our existing building control systems, full functionality of the Trane product is not expected.

17. Audit Errors & Strategies

As PCC Facilities reviewed the Audit, a number of errors were documented and are listed in Appendix A1. **This appendix also captured a number of strategies referenced in the Audit, that would either undo years of work and investment by the College to improve energy efficiency or list strategies that are already in place.**

18. Additional Comments Regarding ECM's

As stated earlier, ECM implementation for electrical savings needs to be based on an acceptable amount of reduction available per electrical meter. This applies to all electrical ECMs. Proposed reduction by meter was not provided in the Audit for evaluation.

- **ECM-1 Lighting Upgrades**

The College already replaces all lower efficiency lamps during space renovation retrofits and through attrition when replacing defective lighting fixture units, expediting replacement of older lamps with newer high efficiency lamps would be an acceptable ECM. PCC Facilities staff has already changed approximately 50% of the interior and exterior light fixtures to LED. Installing additional lighting controls would depend on the application.

- **ECM-2 Domestic Water Fixture Upgrades**

The College already installs lower consumption fixtures during space renovation retrofits and through attrition, expediting replacement of fixtures with lower consumption fixtures would be an acceptable ECM.

- **ECM-3 Transformer Upgrades**

The College should consider passing on this ECM due to an excessively long ROI period.

- **ECM-4 HVAC Control System Upgrades**

The College is already retrofitting control systems with state-of-the-art, low cost Delta building automation controls. PCC Facilities plans to continue using the Delta control automation systems in the future and would accept an accelerated replacement of non-BACnet systems with new Delta controls. PCC Facilities would also accept the tuning of the new, already installed Delta controls at central plants and buildings to optimize the savings delivered.

- **ECM-5 HVAC Equipment Upgrades**

Requires independent assessment on a per unit/system basis. The format of the data provided by Trane does not allow for a per unit/system assessment.

19. Acceptance of Proposal

The College is permitted to take the following actions as permitted by Trane's contract and PCC RFP Proposal No. P20/10015, (Page 10 & 11 of 51)

Section 4.1 Acceptance of Audit and PDP:

4.1.1 During and after receipt of the Final Report, College shall have the right to review and verify any portion thereof, including without limitation the supporting data, documentation, assumptions and information, **and to engage its own consultants to do so.**

4.1.4. College **may reject or accept the IGA and/or PDP in whole or in part** and/or request modifications thereto before acceptance.

4.1.5. Any acceptance shall only be effective after a proper vote by the Board and execution of a formal written Notice of Acceptance by all required representatives of College (“Acceptance Notice”)

Information provided by third parties is as follows:

Tucson Electric Power (TEP)

1. TEP and their efficiency subcontractors reviewed the Audit. TEP informed PCC Facilities that they are unable to provide a full and thorough assessment, stating that the Audit is missing a considerable amount of data and information.
2. There are sections of the Audit that TEP cannot confirm or validate the projected savings due to the number of years being forecasted. TEP cannot tell a customer that they will save a certain amount of money on any efficiency changes made so many years out.
3. The Arizona Corporation Committee approves energy measures every year. TEP is unable to project a specific savings amount 20 years out when TEP cannot confirm from one year to the next if a measure will still be applicable and approved by the Commission.
4. In other words, current saving opportunities available now, might not be available a couple of years down the road. Future rate structures might also reduce projected savings.
5. Electrical Load factors and customer (College) usage patterns also could have impacts on projected savings.
6. Since the College is spending so much money, potentially \$15 million, on this contract, why wouldn't the College reach out to an independent engineer to conduct a more thorough analysis? That alone could save the College a lot of money and reveal a more detailed analysis without being locked into a very long contract.
7. TEP provided the following statement: “TEP cannot tell any customer what to do and what not to agree on with third party companies; however, there are concerns from what

we see in this report that should be addressed with Trane for a better understanding of how they came up with some of these figures.”

GLHN Architects and Engineers

1. GLHN comment: Claims of 20% reduction in energy costs seem somewhat overstated.
2. GLHN comment: Transformer replacement costs seem low at \$2,100 each.
3. GLHN comment: All recommendations are central to Trane selling equipment and services.
4. GLHN comment: End of life equipment replacement is not included. Only measures related to a Return on Investment (ROI) are included within recommendations.
5. GLHN comment: The Measurement and Validation Plan (M&V) requires annual subscription to Trane Building Performance Tools. Unknown associated costs.
6. GLHN comment: Trane is assuming a Notice to Proceed (NTP) on 4/19/21 with a completion of 4/14/23.
7. GLHN comment: Proposed schedule does not include design or permitting time. It jumps right into submittals and material procurement.
8. ECM #1 - Lighting Upgrades - "For the purposes of this agreement, annual hours of operation, lighting fixture quantity, light fixture type, lamp type, lighting schedules will be mutually agreed to between Trane and the customer and will not be measured or verified again."

GLHN comment: This means the M & V plan will not reflect real world conditions, but rather, agreed upon conditions that are likely to change.

9. ECM # 1 - Lighting Upgrades - "Total calculated savings is based on 10 years of savings, the duration of which is within ASHRAE defined useful life expectancy for booth controls and lighting."

GLHN comment: It is rare for Lighting Controls to last 10 years (life cycle). Five years is typical.

10. Page 87. Utility Rebates - "TEP's 2021 Rebate Program details are scheduled to be released in March or April,"

GLHN comment: This page on Utility Rebates lacks credibility. TEP is expected to announce a Rebate Program in late Summer-2021 and will probably be talking about 2022 plans. The Arizona Corporation Commission (ACC) has not finished any reviews for any utility company in over a year. Their program is designed to pay rebates for

projects with a maximum rebate of 50 percent of each incremental measure costs (the difference between the cost of installing a high efficiency piece of equipment and lower cost standard equipment. The maximum rebate that a customer can receive in a calendar year depends on available funding. Funds are available on a first-come, first-served basis. Funding is not guaranteed.

11. Page 44. Utility Rebates - "These Enhanced Control Strategies will assist Pima Community College in obtaining utility rebates from TEP."

GLHN comment: "Which strategies and how? Based on TEP's 2019 rebate structure?"

12. Page 66. Measurement & Verification Plan - Lighting: 85 %, Option A, one-time pre and post retrofit sampling measurements. Controls: 80%, Option B, twice annual trend sampling of key parameters. Transformer Upgrades: 90%, Option A, one time measurement of transformer efficiency. Water: Mutually Agreed Upon Savings, HVAC System Upgrades: 10%, Option A, post retrofit sampling measurements.

GLHN comment: Option A Sampling schedule and short term measurements meets the letter of the IPMVP Protocol, but will yield inadequate data for Lighting and Controls. Option B-measuring isolated relevant energy flows for ECMS on a regular basis will provide more actionable data. Long-term continuous measurement of performance is desirable.

Missed Opportunities Noted By GLHN

1. Page 31. Lighting Control Upgrades: Occupancy/Vacancy.

GLHN Comment: Check appendix: recommend vacancy mode sensors (Manual ON: Auto OFF) for all enclosed spaces except restrooms.

2. Page 31. Lighting Control Upgrades: Dimming.

GLHN comment: Recommend dimming that enables "high end trim" for first 25% of fixture/lamp life.

3. Page 31. Lighting Control Upgrades: Daylight Harvesting.

GLHN comment: Any indication that logical lighting zones will be established to enable effective daylight harvesting?

4. Page 31. Lighting Control Upgrades: Networked Lighting Controls (NLC):

GLHN comment: Networked controls facilitate high end trim, scheduling and troubleshooting. Highly recommended. Will NL be connected to BAS to enable use of occupancy point's information? Some utilities (SRP) provide incentives/rebates for NCL with potential for Open ADR.

5. Page 31. Lighting Control Upgrades: Parking Lot Lighting-not included in recommended lighting upgrades in this report.

GLHN comment: Recommend a minimum of Astronomical Time Clock with photo sensor override. Advanced-Networking Parking lot lighting to enable energy savings through scheduling and dimming control (based on occupancy sensor data as well as diagnostic data. This non-peak demand load is a lower priority.

6. Page 32. Notes: Electrical.

GLHN comment: These notes allow too many opportunities for added costs.

7. Page 35. Domestic Water: Gallons Per Flush (GPF)/Gallons per Minute (GPM recommendations. Toilets; 1.1/1.6 gpf.

GLHN comment: Toilet recommendation is in excess of EPA WaterSense guidelines. Toilets should be 1.28 gpf or less. 1.1.6 weighted average is 1.34 gpf. Studies show dual flush fixtures are not used correctly by the majority of occupants. The University of Arizona standard is now 1.28 gpf. Recommend PCC implement EPA's WaterSense operational practices and projects to maximize water savings beyond limits of proposal.

8. Recirculation Pumps.

GLHN comment: Verify that any recirculation pumps-for hot water systems-are at least controlled by a timer to prevent 24:7 operation.

9. Facility Information Tables and Financial Analysis Summary.

GLHN comment: A 20% reduction in operational costs from current is very significant. With the fairly limited information provided, the analysis/performance cannot be confirmed.

10. General.

GLHN comment: End of life equipment replacement is not included. Only measures related to a ROI are included within recommendations. This is not an issue, but the College needs to be aware that additional funds should be made available to deferred maintenance items.

11. General.

GLHN comment: The terms of this contract are not provided.

12. General.

GLHN comment: Demand/consumption electrical rates are not separated. Blended rates are being utilized which do not parallel actual costs.

13. Page 72, Reference to the M & V Plan.

GLHN comment: M & V requires annual subscription to Trane Building Performance Tools which poses an unknown cost.

14. Page 77. Project estimated schedule.

GLHN comment: Proposed schedule does not include allowance for design or permitting time. It moves right into submittals and material procurement.

Solon Corporation

1. The quality assurance process on a document that is used for investment grade decisions looks to be nonexistent with errors and omissions in the summary and ECM breakdowns.
2. Electrical savings rates even when demand savings is removed looks to be blended rates on the majority of recommended measures. Blended rates are inaccurate and should not be used.

Solon re: Utility Rates

1. Electrical Savings rates even when demand savings is removed looks to be blended rates on the majority of recommended measures. Blended rates are inaccurate and should not be used.
2. The campuses of West and District Offices are listed on Large General Service metering and the savings rate used for these buildings vary greatly.
 - a. See the TEP tariff screenshot that lists the correct rates below. (Appendix A4)
 - b. Questions to ask Trane:
 - i. Why are the rates blended?
 - ii. What is the best practice for demand rate savings?
 - iii. Would not calculating the current tariff pricing from TEP give an accurate depiction of savings?
 - iv. How is the savings for summer vs winter rates calculated? How is this applied with a blended rate?
3. Water savings rates are high.
 - a. How was this calculated?

- b. Does it include sewer charges? Was the sewer charge basis winter averaging taken into account?

Solon re: Savings vs Building Usage

1. Savings percent for HVAC controls on Gas and Electric look aggressive for campuses with existing building automation systems.
2. HVAC Controls savings are said to be calculated with Trane Tracer simulation software which the outputs and inputs are not available to justify the savings.
3. When adjusting the rates for West Campus and District Offices are adjusted then the savings as stated is reduced by approximately \$54,000 annually.

Solon re: Operational Savings

1. Operational savings for lighting is listed at \$23,496. This looks high and likely includes labor for general maintenance of the lighting system. It is assumed Pima has electricians on staff that would retain their jobs after the work was performed so the savings for labor will not materialize.
2. In the Cashflow a large sum of money is claimed as operational savings. \$250,000 annually. With the greatly varying dollar amounts the invoices look to be replacement capital projects not annual maintenance dollars. If the \$282,000 dollar O&M baseline is not an annual budget line item then the savings will not be realized.
 - a. Further, the warranty on the lights is ten years parts and no labor. The warranty on controls with 1 year parts and labor. This points to the savings being wholly on the lighting as if the warranty on the controls is up the contractor will charge for any parts or service.

Solon re: Cost

1. The cost for Trane's proprietary control system is \$7.3 million dollars which puts the cost as the majority of the job and also at \$5 sq. ft. Cost for this should be less than \$3 million.
2. Lighting is at \$2.5 a sq. ft. This is high. Most jobs are closer to \$2 a sq. ft. which is a \$750,000 loss to PCC because of high Trane pricing.
3. Project Measurement & Verification Plan (M&V) looks high with the 5% of energy savings rule (IMVP) being surpassed. $\$863,290 \text{ energy savings} \times 5\% = \$43,164.5$. In actuality this price should be lower since option A was selected for a majority of measures.

4. Page 94 states that PCC is to provide network architecture and IT support throughout the project including required network drops and access. The College needs to factor the ability to support the network architecture needs, and the cost to do so, into the evaluation.

Solon Summary

From the information provided in the Audit, it is calculated that this project will produce a savings deficit of approximately \$466,910 annually. This does not include the suspected losses from other items that cannot be verified because of the lack of information provided by Trane. Stated plainly, the College will be short at least \$466,910 on the payment for the project starting in year one. This equates to almost 50% of the savings promised never being realized.

Over the lifetime of the proposed project and the cost of financing at 15 years, losses will be over \$16,582,200; the College will only realize \$9,027,202 dollars of savings. A deficit of \$7,554,998. Loss from unnecessary Trane equipment reduces usage and causes over \$185,000 in losses from unused solar energy.

Independent Audits

It should be noted that the College has also had several independent agencies perform unbiased audits of facilities and equipment in the past:

- Kitchell Contractors Inc. of AZ was hired to perform a Facilities Condition Audit in 2009-2010. Their findings were instrumental in the development of the College's FAMIS work order system and preventative maintenance schedules that are still in use today.
- GLHN Architects and Engineering firm conducted an intensive audit of all electrical and mechanical (HVAC) systems at the College in 2011-2012. Their findings and recommendations were used as a guide for the past decade to make improvements to College systems and can be attributed for many of the energy expense reductions.

Ironically, these reports were provided to Trane and used by them to conduct the Audit. The College also contracted with Smithgroup to perform a Facilities Master Plan in 2014 and recently completed an update to the plan. This document serves as the primary guide for facilities space planning at the College for a decade (2015-2025).

None of the above mentioned firms recommended that the College purchase their specific services or products in order to successfully implement the findings of their reports.

Conclusion

After a thorough analysis conducted by PCC Facilities staff, and reviewing the comments provided by the energy professionals and business partners who examined the Audit, one could reasonably conclude that accepting the Trane Investment Grade Audit as proposed is not in the best interests of the College. Not only would it also contractually obligate the College to purchase only proprietary Trane equipment, software, parts, and services for a lengthy contract period of 15 years, the additional, associated costs were undefined.

Recommendations

In summary, due to the number and variety of issues, oversights, omissions and concerns identified during our review and outlined in this document, PCC Facilities recommends:

- Pay \$200,000 for the IGA performed by Trane and close the Purchase Order.
- Do not accept the recommendations proposed by Trane.
- The Academic Energy Living Lab component stands on its own and should continue under the Downtown Campus ST Building renovation project as planned.
- Consider utilizing one of the five (5) existing Energy Service Companies listed with cooperative contracts available to utilize via the State of Arizona's Cooperative Contracts for Energy Management Control System Services. (Appendix A6)
- Consider creating a new RFP under the direction of PCC Facilities with the guidance of an unbiased engineering firm, utilizing the experience and recommendations of the PCC Energy Resource Manager and independent subject matter experts. (See also resources for ESCO projects and RFPs, Appendix A8)
- Engage an independent, third-party, non-equipment manufacturing engineering firm to conduct an updated impartial comprehensive Facility Condition Audit and make unbiased recommendations. PCC Facilities has already requested funding for an independent Facilities Condition Audit for inclusion in the FY22 Capital budget.
- If the College decides to approve and move forward with the full set of Trane recommendations found in the Audit as is, PCC Facilities strongly requests to be included in the review and determination of the final contract language, prior to the execution of any signed agreement or purchase order, in order to utilize subject matter expertise to protect the best interests of the College.

Appendices

- A1 Audit Technical Errors & Discrepancies
- A2 Tucson Electric Power
- A3 GLHN Architects and Engineers
- A4 Solon Corporation
- A5 PCC Performance Contract Considerations
- A6 Available Performance Contract Cooperatives
- A7 Arizona State University Audit

EXHIBIT 78

Document Reference

Facility Information tables and Financial Analysis Summary

General

General

General

Pg. 72 Reference to the M&V Plan

Pg. 77 Project estimated schedule

ECM #1 - Lighting Upgrades

Pg. 74 "For the purposes of this agreement, annual hours of operation, lighting fixture quantity, light fixture type, lamp type, lighting schedules will be mutually agreed to between Trane and the customer and will not be measured or verified again."

Pg. 84 "Total calculated savings is based on 10 years of savings, the duration of which is within ASHRAE defined useful life expectancy for both controls and lighting."

Utility Rebates

Review Comment/Question

A 20% reduction in operational costs from current is very significant. With the fairly limited information provided, the analysis/performance cannot be confirmed.

End of life equipment replacement is not included. Only measures related to a ROI are included within recommendations. This is not an issue but the College needs to be aware that additional funds should be made available to deferred maintenance items.

The terms of this contract are not provided.

Demand/Consumption electricity rates are not separated. Blended rates are being utilized which do not parallel actual costs.

M&V-requires annual subscription to Trane Building Performance Tools which poses an unknown cost.

Proposed schedule does not include allowance for design or permitting time. It moves right into submittals and material procurement.

This means the M&V plan will not reflect real world conditions, but rather, agreed upon conditions that are likely to change.

It is rare for Lighting Controls to last 10 years. 5 yrs. Is typical.

Pg. 87 "TEP's 2021 Rebate Program details are scheduled to be released in March or April."

This page on Utility Rebates lacks credibility. TEP is expected to announce Rebate Program in late Summer2021 and will probably be talking about 2022 plans. ACC hasn't finished any reviews for any utility company in over a year. Their program is designed to pay rebates for projects with a maximum rebate of 50 percent of each incremental measure cost (the difference between the cost of installing a high-efficiency piece of equipment and lower-cost standard equipment). The maximum rebate amount that a customer can receive in a calendar year depends available funding. Funds are available on a first-come, first-served basis. Funding is not guaranteed.

Pg. 44 "These Enhanced Control Strategies will assist Pima Community College in obtaining utility rebates from TEP."

Which strategies and How? Based on TEP's 2019 rebate structure?

Pg. 66 Measurement & Verification Plan: See IGA Measurement & Verification Plan Section:

- Lighting: 85%, Option A, one-time pre and post retrofit sampling measurements
- Controls: 80%, Option B, twice annual trend sampling of key parameters
- Transformer Upgrades: 90%, Option A, one-time measurement of transformer efficiency
- Water: Mutually Agreed Upon Savings
- HVAC System Upgrades: 10%, Option A, post retrofit sampling measurements

Option A Sampling schedule and short term measurements meets the letter of the IPMVP Protocol but will yield inadequate data for Lighting and Controls. Option B - measuring isolated relevant energy flows for ECMS on a regular basis will provide more actionable data. Long-term continuous measurement of performance is desirable.

Pg. 31 **Lighting Control Upgrades**
Occupancy/Vacancy:

Missed Opportunities:
Check appendix: recommend Vacancy mode sensors (Manual ON; Auto OFF) for all enclosed spaces except restrooms.

Dimming:

Recommend dimming that enables "high end trim" for first 25% of fixture / lamp life.

Daylight Harvesting:

Any indication that logical lighting zones will be established to enable effective Daylight Harvesting?

Networked Lighting Controls (NLC):

Networked controls facilitate high end trim, scheduling and troubleshooting. Highly recommended.

Will NLC be connected to BAS to enable use of occupancy points info?

Some utilities (SRP) provide incentives/rebates for NLC with potential for Open ADR (Automated Demand Response).

Parking Lot Lighting... not included in recommended Lighting Upgrades in this report.

How is parking lot lighting controlled?

Recommend a minimum of Astronomical Timeclock with photosensor override.

Advanced = Networking Parking lot lighting to enable energy savings through scheduling and dimming control (based on occupancy sensor data) as well as diagnostic data.

This non-peak demand load is a lower priority, however.

Pg. 32 Notes: Electrical

These notes allow too many opportunities for added costs.

DOMESTIC WATER

Pg. 35 GPF / GPM recommendations:
Toilets: 1.1 / 1.6 gpf

Toilet recommendation is in excess of EPA Water Sense guidelines. Toilets should be 1.28gpf or less. 1.1/1.6 weighted average is 1.34gpf. Studies show dual flush fixtures are not used correctly by the majority of occupants.

UA std. is now 1.28gpf.

Other fixture recommendations are good.

Recommend PCC implement EPA's Water Sense operational practices and projects to maximize water savings beyond limits of proposal. <https://www.epa.gov/sites/production/files/2017-01/documents/ws-commercial-water-assessment-checklist.pdf>

Recirculation Pumps

Verify that any recirculation pumps - for hot water system - are at least controlled by a timer to prevent 24:7 operation.

EXHIBIT 79

Below is some additional analysis on the Trane project. The \$466,910 estimation of yearly losses does not include the losses that cannot be verified because of information Trane has not provided. This analysis is a little more complicated but I'm happy to talk through any of these items.

General:

QA process on a document that is used for investment grade decisions looks to be nonexistent with errors and omissions in summary and ECM breakdowns.

Utility Rates:

- Electrical Savings rates even when demand savings is removed looks to be blended rates on the majority of recommended measures. Blended rates are inaccurate and should not be used.
- The campuses of west and district offices are listed on Large general service metering and the savings rate used for these buildings vary greatly.
 - See the TEP tariff screen shot that list the correct rates below.
- Questions to ask Trane:
 - Why are the rates blended ?
 - What is the best practice for demand rate savings?
 - Would not calculating the current tariff pricing from TEP give an accurate depiction of savings?
 - How is the savings for summer vs winter rates calculated? How is this applied with a blended rate?
- Water savings rates are high
 - How was this calculated?
 - Does it included sewer charges? Was the sewer charge basis winter averaging taken into account?

Campus	Electric (\$/kWh)						Utility Rate for savings is Blended
	Blended Rates	Lighting Savings Rate (\$/kWh)	Domestic Water	Transformers	HVAC Controls	HVAC Equipment	
West	\$ 0.106	\$ 0.117	\$ -	\$ -	\$ 0.040	\$ 0.074	Utility Rate for savings is Blended
Downtown	\$ 0.119	\$ 0.119	\$ -	0.1193	\$ 0.119	\$ -	Utility Rate for savings is Blended
Desert Vista	\$ 0.160	\$ 0.138	\$ -	\$ -	\$ 0.138	\$ -	Utility Rate for savings is Blended
East	\$ 0.118	\$ 0.118	\$ -	\$ -	\$ 0.118	\$ -	Utility Rate for savings is Blended
Northwest	\$ 0.127	\$ 0.130	\$ -	\$ -	\$ 0.162	\$ -	Utility Rate for savings is Blended
Maint & Security	\$ 0.139	\$ 0.139	\$ -	\$ -	#DIV/0!	\$ -	Utility Rate for savings is Blended
District Offices	\$ 0.123	\$ 0.128	\$ -	\$ -	\$ 0.078	\$ -	Utility Rate for savings is Blended

Campus	Natural Gas (\$/Therms)			Transformers	HVAC Controls	HVAC Equipment
	Blended Rates	Lighting Savings Rate (\$/kWh)	Domestic Water			
West	\$ 0.789	\$ -	\$ 0.708	\$ -	\$ 0.708	\$ -
Downtown	\$ 0.889	\$ -	\$ 0.890	\$ -	\$ 0.889	\$ -
Desert Vista	\$ 0.885	\$ -	\$ 0.779	\$ -	\$ 0.780	\$ -
East	\$ 0.821	\$ -	\$ 0.819	\$ -	\$ 0.821	\$ -
Northwest	\$ 0.765	\$ -	\$ 0.766	\$ -	\$ 0.956	\$ -
Maint & Security	\$ 0.983	\$ -	\$ 0.986	\$ -	#DIV/0!	\$ -
District Offices	\$ 1.484	\$ -	\$ 1.485	\$ -	#DIV/0!	\$ -

Rates look appropriate when monthly service charges are taken out

Savings vs building usage

Savings percent for HVAC controls on Gas and Electric look aggressive for campuses with existing building automation systems.

HVAC Controls savings are said to be calculated with Trane tracer simulation software which the outputs and inputs are not available to justify the savings.

When adjusting the rates for west and district offices are adjusted then the savings as stated is reduced by approximately \$54,000 annually.

Loss from unnecessary Trane equipment reduces usage and causes over \$185,000 in losses from unused solar energy.



Tucson Electric Power

Tucson Electric Power Company

First Revised Sheet No.: 220
Superseding: Original

Large General Service

AVAILABILITY

Available throughout the Company's entire electric service area where the facilities of the Company are of adequate capacity and are adjacent to the premises.

APPLICABILITY

To applicable general services when all energy is supplied at one point of delivery and through one metered service.

In the event measured kW meets or exceeds 5,000 kW twice in a rolling twelve month period, the customer will be moved to the Large Power Service Time-of-Use rate.

Not applicable to resale, breakdown, temporary, standby, or auxiliary service.

Customers may switch between applicable rate tariffs once in a rolling twelve month period.

CHARACTER OF SERVICE

The service shall be three-phase, 60 Hertz, and subject to availability at point of delivery.

Primary metering shall be required for new installations with service requirements in excess of 2,500 kW.

RATE

A monthly bill at the following rate plus any adjustments incorporated herein.

BUNDLED STANDARD OFFER SERVICE - SUMMARY OF BASIC SERVICE, DEMAND AND ENERGY CHARGES:

Basic Service Charge (per month): \$950.00

Demand Charge (per kW): \$18.57

Energy Charges (per kWh): Summer (May - September) \$0.017244, Winter (October - April) \$0.014253

Energy Charge is a bundled charge that includes: Local Delivery-Energy (Local Delivery and/or Distribution exclusive of Transmission/Ancillaries), Generation Capacity, Fixed Must-Run, Transmission and Ancillary Services.

Power Supply Charges (per kWh): Summer (May - September) \$0.031989, Winter (October - April) \$0.029004

Base Power Supply: The Power Supply Charge is the sum of the Base Power Supply Charge and the Purchased Power and Fuel Adjustment Clause (PPFAC), a per kWh adjustment in accordance with Rider-1-PPFAC. PPFAC reflects increases or decreases in the cost to the Company for energy either generated or purchased above or below the base cost per kWh sold.

Filed By: Dallas J. Dukas
Title: Vice President, Energy Programs and Pricing
District: Entire Electric Service Area

Rate: TILGS
Effective: January 1, 2021
Decision No.: 77856

Table with columns for Campus, Billing, Lighting, DMW/Water/Coal, Transformer, HVAC Controls, HVAC Equipment, Total Priced, Solar kWh Produced, kWh That can be reduced, Total Savings After solar is accounted for, Savings Deficit from Promised. Includes rows for Aerial, Overhead, Direct Wire, Gas, Services, Maint & Security, and Camp Offices.

Operational Savings

Operational savings for lighting is listed at \$23,496. This looks high and likely includes labor for general maintenance of the lighting system. It is assumed Pima has electricians on staff that would retain there jobs after the work was performed so the savings for labor will not materialize.

In the Cashflow a large some of money is claimed as operational savings. \$250,000 Annually. (I emailed you on this previously) Trane calculated this by adding some invoices together. With the greatly varying dollar amounts the invoices look to be replacement capital projects not annual maintenance dollars. If the \$282,000 dollar O&M baseline is not an annual budget line item then the savings will not be realized.

Further the warranty on the lights is ten years parts no labor. The warranty on controls will 1 year parts and labor. This points to the savings being wholly on the lighting as if the warranty on the controls is up the contractor will charge for any parts or service.

Cost

The cost for Trane proprietary control system is \$7.3 million dollars which put the cost as the majority of the job and also at \$5 sqft. Cost for this should be less than \$3 million

Lighting is at \$2.5 a sqft. This is high. Most jobs are closer to \$2 a sqft which is \$750,000 loss to PCC because of high Trane pricing

Project M&V looks high with the 5% of energy savings rule (IMVP) being surpassed. \$863,290 energy savings x 5% = \$43,164.5. In actuality this price should be lower since option A was selected for a majority of measures.

Summary

From the information provided in the Audit, it is calculated that this project will produce a savings deficit of approximately \$466,910 annually. This does not include the suspected losses from other items that cannot be verified because of the lack of information provided by Trane. Stated plainly the college will be short at least \$466,910 on the payment for the project starting in year one. This equates to almost 50% of the savings promised never being realized. Over the lifetime of the proposed project and the cost of financing at 15 years, losses will be over \$16,582,200; Pima county will only realize \$9,027,202 dollars of savings. A deficit of \$7,554,998.

Luke Alm
SOLON Corporation

Direct: 602-390-6002

Email: Luke.Alm@SolonAmerica.com

Website: <https://solonamerica.com/>



Subject: Re: Complaint Submitted
Date: Sunday, August 15, 2021 at 3:07:30 PM Central Daylight Time
From: william ward <[REDACTED]>
To: Complaints <complaints@hlcommission.org>, Robert Rucker <rrucker@hlcommission.org>
CC: Linnea Stenson <lstenson@hlcommission.org>
Attachments: image001.png, HLC Letter to William Ward 7.7.21.pdf

CAUTION: This email originated from outside of the organization.

Dear Robert Rucker

Re: Additional information and evidence to support my complaint (please see below):

I write to share with you an email communication between Mr. Luke Alm of the Solon Corporation and Ms. Susan Segal of Gust Rosenfeld, the law firm who represents Pima County Community College District in their investigation of the solicitation and procurement of an energy management program.

The July 15, 2021 email from Susan Segal clearly demonstrates that she has not completed her investigation and under the direction of the college continues to solicit interviews from constituents in this matter.

This solicitation brings into question whether the college is backtracking to cover themselves after I filed my complaint. Or, has the college launched a new investigation into the solicitation and procurement of the energy management program. It is my belief that Mr. Alm is being targeted because he had issues with this project and his statement's align with my longstanding concerns related to this RFP, as I am a subject matter expert with 42 years of experience within the industry of facilities operations/management, planning and construction.

Again, thanks for your consideration.

Sincerely,

William R. Ward II

FW: Follow up on request - Trane investigation >



Luke Alm <luke.alm@solonamerica.com>

Fri, Jul 16, 11:18 AM



to me ▾

FYI.

Best,

Luke Alm

From: Luke Alm
Sent: Friday, July 16, 2021 11:14 AM
To: Susan Segal <SPSegal@gustlaw.com>
Cc: Jeffrey Silvyn (jsilvyn@pima.edu)
<jsilvyn@pima.edu>; District1@pima.edu; District2@pima.edu; District3@pima.edu; District4@pima.edu;
District5@pima.edu
Subject: RE: Follow up on request - Trane investigation

Good morning Susan,

Thank you for reaching out. I am happy to be a resource for you.

I informed Trane on March 5th, 2021 that Solon did not want to be a part of any of Jim Knutson's PCC projects and that all mentions of myself and Solon should be removed from any Trane documentation because of the many issues (likely being discussed right now by the College?) and the devastating losses that PCC will incur if the project is moved forward. This is why I Believed the Governing Board would not approve the Trane project. Solon would not like to be involved in any projects of this nature.

Please let me know if you would like a copy of the project analysis I previously sent at the request of the College. This analysis shows a minimum expected loss of \$7,554,998 for the College. In order to evaluate the full extent of the losses, additional information would need to be disclosed by Mr. Knutson.

I do not have any additional information to provide at this point.

Best regards,

Luke Alm

SOLON Corporation

Direct: 602-390-6002

Email: Luke.Alm@SolonAmerica.com

Website: <https://solonamerica.com/>



From: Susan Segal <SPSegal@gustlaw.com>
Sent: Thursday, July 15, 2021 9:46 AM
To: Luke Alm <luke.alm@solonamerica.com>
Cc: Jeffrey Silvyn (jsilvyn@pima.edu) <jsilvyn@pima.edu>
Subject: Follow up on request

Mr. Alm:

I have not heard back from you and want to complete my report. Can you please respond as this is important. Sincerely, Susan Segal

From: Susan Segal SPSegal@gustlaw.com
Sent: Tuesday, July 13, 2021 8:16 AM
To: Luke Alm luke.alm@solonamerica.com
Cc: Jeffrey Silvyn (jsilvyn@pima.edu) jsilvyn@pima.edu
Subject: Pima College

Dear Mr. Alm:

This law firm represents Pima County Community College District (the "College"). I have been assigned to investigate a solicitation and procurement of an energy management program. The College has been advised that you have information relevant to that solicitation and procurement. I would like to interview you about any information you have on this topic.

We can do the interview you for this investigation in light of new allegations. We can conduct the interview by Zoom. If you would like to be represented by legal counsel, you are welcome to bring counsel to the interview. Also, if there are any other persons at Solon Corporation who have knowledge of this solicitation and procurement, please let me know.

I would like to interview you as soon as possible and will make myself available. If you have any questions, please contact me at this email or (602)257-7425 or College General Counsel Jeffrey Silvyn at (520) 206-4678. Please let me know your availability as soon as possible.

Respectfully, Susan Segal

Subject: RE: Violations of Criteria for Accreditation

Date: Wednesday, August 18, 2021 at 1:13:33 AM Central Daylight Time

From: Garcia, Maria <mgarcia12@pima.edu>

To: Robert Rucker <rrucker@hlcommission.org>, Istenon@hlcommission.org
<Istenon@hlcommission.org>

CAUTION: This email originated from outside of the organization.

Dear Higher Learning Commission (HLC):

We write to bring to your attention serious violations of the Criteria for Accreditation at Pima Community College District (college). Our names are Maria Garcia and Luis L. Gonzales, we were both elected to the governing Board in November of 2018 and sworn into office in January 2019. I am a member of Tucson's Mexican American community and colleague Mr. Gonzales is a member of the Pascua Yaqui Tribe and we both represent big constituencies of both communities. We were informed by Jeff Silvyn (legal counsel) that the commission had received a complaint alleging violations of the Criteria for Accreditation by the PCC Governing Board and administrators of the college. The purpose of this communication is to inform the commission of our concerns regarding the complaint filed by Mr. Bill Ward but more specifically the college's response to HJC's letter.

We have carefully reviewed the complaint and accompanying documentation, and the July 7, 2021 correspondence from HLC to the college. The evidence is substantial and documents serious ethical violations by the college. As required by our responsibilities as Board members, we have also reviewed the specific Criteria for Accreditation cited in the July 7th letter. The letter listed three potential violations of Criteria for Accreditation, specifically: Criterion Two, Core Component 2.A; Criterion Two, Core Component 2.C; or Criterion Five, Core Component 5.A.

We regretfully must inform the HLC that based on our knowledge of the Board and the college's operations, it is our opinion that the college is not in compliance with Criterion Two, Core Component 2.A; Criterion Two, Core Component 2.C; or Criterion Five, Core Component 5.A. We have reached this conclusion after a careful analysis of all the relevant facts.

In our opinion there are other potential violations of Criteria for Accreditation in the practices and governing board and administrative policies. We believe that the principle of shared governance is not a deeply held value and that the institution's policies are interpreted to stifle debate and discussion. For example, my colleague Mr. Gonzales and I, who are implicated in the complaint as part of the Board, had no input or opportunity to provide feedback on the institution's response to the complaint filed by Mr. Ward. We were relegated to less than 24 hours to a read only draft of the response with no exhibits before the submission deadline. Even though we both requested through a formal communication to the Chancellor to have 48 hours to review and provide feedback. We also believe that Ms. Ripley, the Vice Chair of the Board may not have had an opportunity to participate or to give feedback because she has been unavailable and out of the country.

It is widely known that one of the major concerns that Mr. Gonzales and I have with the Governing Board Chair Demion Clinco and the Chancellor Lee Lambert is that they have made decisions on behalf of the entire Board in isolation without consulting the Governing Board as a whole.

My colleague, Mr. Luis L. Gonzales and I been advocating for an independent investigation into the same concerns contained in Mr. Wards complaint since late last year. We believe it is in the best interest of the institution and taxpayers that we all know if the institution is in full compliance with Criterion Two, Core Component 2.A; Criterion Two, Core Component 2.C; or Criterion Five, Core Component 5.A.

The institution solicited an investigation and one was completed by Susan Segal, Attorney, Gust Rosenfeld PLC, who has been retained by the institution since fiscal year 2013. Our recommendation was to retain a third-party attorney unrelated to the institution to ensure a non-bias opinion and thorough investigation. Unfortunately, our recommendation was not adhered to. And certain members of the College Governing Board appear to be substantially motivated by ideological and/or political interests and to act on those interests, does not benefit our students or support the educational mission of the College.

In our opinion, we are not in agreement with the narrative and supporting evidence of the response to Mr. Ward's complaint. Primarily, as board members implicated in the complaint and not having a single meeting to discuss and share opinions regarding the rebuttal nor the response to HLC. Clearly this is another example of Board Chairperson Clinco and Chancellor Lambert making decisions without Board discussion or approval.

The recent events described in Mr. Ward's complaint raise serious concerns that the Board has been reduced to the position of being a passive observer of the administration, and it is not fulfilling its statutory oversight duties.

Sincerely,

Maria Garcia and Luis L. Gonzales

Pima Community College Board Members