ECTOR COUNTY HOSPITAL DISTRICT
D/B/A MEDICAL CENTER HEALTH SYSTEM

Request For Proposals
(RFP)

FOR

THERMAL SYSTEM OPTIMIZATION

SOLICITATION NO: 2025-01
RELEASE DATE: Monday, June 30, 2025

DEADLINE: July 25, 2025 at 2:00 p.m. (CDT)
****Electronic Submittals Only****

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By responding to this RFP, each Respondent acknowledges that Norton Rose Fulbright US LLP, Dallas, Texas is solely representing Ector County Hospital District in this transaction and waives any potential conflicts.

I. Project Information

A. Objective

The Ector County Hospital District doing business as Medical Center Health System (referred to herein as the "District") is requesting proposals from qualified firms (each, a "Respondent") with extensive experience in the management, operation, improvement and optimization of thermal plants and energy assets servicing hospitals and local government entities. The selected firm or team ("Successful Respondent") will be expected to leverage their experience to improve, operate and effectively manage the District's thermal system and energy assets including buildings, equipment, distribution systems, easements and rights of way, via a lease, services agreement and/or or other beneficial arrangements to achieve the economic and sustainability goals of the District.

B. Background

The Ector County Hospital District was established in 1989 as a political subdivision of the state of Texas created and existing under Article IX, Section 9 of the Texas Constitution and Chapter 1024 of the Texas Special District Local Laws Code. The District is also a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. The District was formed for the purpose of operating hospital facilities and furnishing hospital and medical care to the residents of Ector County. Residents of Ector County elect the Board of Directors of the District (the "Board") which is composed of seven members serving staggered, four-year terms. Board members are "public officers" under the Texas Constitution who as a body exercise sovereign functions of government independent of the control of others and serve without pay.

The District is a regional medical center serving over 100,000 patients annually, earning revenues primarily by providing inpatient, outpatient and emergency care services to patients in Ector County and the surrounding areas. The District owns and operates a 402-licensed bed hospital ("Medical Center Hospital") and several annex buildings, health centers, and clinics (collectively, the "Hospital System"). The District also owns and operates a Thermal Services Distribution System and various "Energy Assets" which provides the cooling and conditioning services to the Hospital System. The District desires to improve and optimize its Thermal Services Distribution System, Energy Assets and related infrastructure so as to expand the energy capacity and increase the efficiency of its plants and related infrastructure and interior facilities of the Hospital System.

C. Scope of Services and Structure of Proposed Transaction

The District intends to enter into a contract, lease or other agreement (the "Agreement") with respect to the District's heating and cooling facilities which service the Hospital System (the "Thermal Services Distribution System") and related Energy and Non-Energy Assets. Attached hereto as Exhibits A, B and C are a description of the Thermal Services Distribution System, a Schedule of the Energy Assets and a Schedule of the Non-Energy Assets, respectively. Pursuant to the Agreement, the District will grant exclusive use and access to the Thermal Services Distribution System, the Energy Assets and the Non-Energy Assets (collectively referred to herein as the "Facilities") to the Successful Respondent for a term of up to thirty (30) years in exchange for construction improvements and an upfront payment that the Successful Respondent will pay to the District upon contract execution. The Agreement will require that the Successful Respondent make certain improvements to the Facilities and related hospital buildings (the "Improvements") at no upfront cost to the District, as well as to provide certain maintenance, upkeep, and repairs to the Facilities as needed. If requested by the Successful Respondent, the title for the energy asset portion of the Improvements may be held by a trustee during the term of the Agreement. As part of the Agreement, the District will provide an easement to the

Successful Respondent to allow access to the Facilities.

In addition, the District will enter into a thermal services agreement ("TSA") with the Successful Respondent which obligates the Successful Respondent to provide heating and cooling services to the District for the term of the Agreement. The District will pay a monthly fee pursuant to the TSA. The TSA will also require the Successful Respondent to guarantee certain energy savings.

All payments to be made by the District (whether pursuant to the TSA, the Agreement or otherwise) will be subject to annual appropriation. All agreements will be governed by Texas law.

II. Selection Process

A. Selection Committee

1. The District will evaluate all proposals through a Selection Committee comprised of the subject matter experts and members of the Board. Others may be included to evaluate these proposals, if deemed necessary.

2. The Selection Committee will review, evaluate, and rank the proposals according to the criteria listed below. Although not required, the Selection Committee may select one or more firms to be interviewed. The Selection Committee will make a recommendation of award to the Board.

B. Non-Mandatory Virtual Site Visit & Pre-Submittal Meeting

If Respondents express an interest, the District will conduct a **non-mandatory** virtual pre-submittal meeting via TEAMS at a date and time acceptable to the parties. Any potential Respondent who wishes to participate in such meeting should contact Matt Collins, at (432) 640-2445, on or before 10:00 am on July 15, 2025, in order to obtain an invitation to join a meeting via TEAMS.

Technical questions may also be submitted in accordance with Section III.B. below.

C. Estimated Timeline

June 30, 2025 ..... RFP Released

July 11, 2025 by 4:00 p.m. ..... Receipt of Written Questions Due

Week of July 14, 2025 ..... Responses to Written Questions Emailed to All Respondents

July 25, 2025 by 2:00 p.m. ..... Proposals Due

July 29, 2025 ..... Proposals Evaluated

July 31, 2025 ..... Interviews, if necessary

August 5, 2025 ..... Board Consideration and Award

August 6, 2025 – August 22, 2025 ..... Contract Negotiations

September 30, 2025 ..... Funding and Start Work

The dates listed above are preliminary and subject to change without prior notice.

D. Interviews

In its sole discretion, the District may select one or more submitting firms to be interviewed after receiving and reviewing the RFP submissions. In the event interviews are deemed necessary, Respondents will be asked to provide a brief presentation summarizing their qualifications and project approach as well as answer any questions posed by the Selection Committee.

E. Anticipated Evaluation Criteria and Scoring Summary

Respondents not providing a response to each of the criteria listed in this solicitation may be considered non-responsive and ineligible for consideration.

- Experience and Qualifications .....25 pts
- Past Performance .....25 pts
- Project Approach .....25 pts
- Cost/Compensation Proposal .....25 pts

- TOTAL.....100 pts

III. Communication

A. Restrictions

1. Respondents or their representatives are prohibited from communicating with any District officials, including members of the Board, and staff, from the time the solicitation June 30, 2025 is released until Board action on the proposed award currently scheduled for August 5, 2025 except as expressly permitted by the terms of this RFP, including submission of questions in accordance with Section III. B below.

2. This includes "thank you" letters, phone calls, emails, and any contact that results in direct or indirect discussion of the RFP and/or proposal submitted by Respondents.

3. Violation of this provision by the Respondent and/or their agent may lead to disqualification of the Respondent's proposal from consideration.

B. Submission of Questions

1. Respondents may submit technical questions regarding this RFP or concerning the services to be provided pursuant to this RFP via e-mail. The contact person for this solicitation is:

Matt Collins
Chief Operating Officer
(432) 640-2445
Email: MatthewCollins@echd.org

2. The deadline for any such submitted questions is set forth in Section II.C. above. Questions regarding this RFP received after the deadline will not be answered in order to allow ample time for the distribution of answers and/or addenda to this RFP.

3. Answers to the questions will be emailed to all respondents.

IV. Submitting a Response

A. Deadline

RFP responses are due no later than 2:00pm Central Daylight Time on July 25, 2025. Respondents are strongly encouraged to submit their proposals at least two (2) hours prior to the Due Date and Time to avoid last minute system issues. If you believe there is an issue, please contact Matt Collins at (432) 640-2445 for assistance before the due date deadline.

B. Submission of RFP – *****Electronic Submittals Required*****

1. Submission of Responses – ***Please address a PDF of your submittal to MatthewCollins@echd.org***. Entitle the subject line of the submission email with "RFP – Thermal Services Optimization Transaction Response" and then the name of your firm. Only one (1) file with all required response information should be submitted. To avoid problems with the e-mailed submission, please keep any attached files to less than 25 MB in size. A brief e-mail response will be provided to acknowledge receipt of your submission. Pages requiring signatures shall be scanned or electronically signed. The submission shall be tabbed and "bookmarked" in PDF to match the response.

2. The District will not be responsible for slow or delayed electronic submissions that do not reach the intended recipient within the designated timeframe regardless of whether it is caused by, but not limited to, the World Wide Web, Internet Service Provider, third party system, firewalls or infrastructure. Therefore, a hard copy may also be submitted, along with the electronic submittal, to arrive by the submittal deadline at the following address:

   Medical Center Health System
   c/o Matt Collins
   Chief Operating Officer
   500 West 4th Street
   Odessa, Texas 79761

3. Number each page starting with the first page following the table of contents, including text charts and graphic images.

4. Brochures, visual or other presentations, artwork and marketing information beyond those sufficient to present a complete and effective proposal are neither necessary nor desired.

5. Responses should be clear, concise, and complete. They should be submitted using an 8 ½" by 11" portrait format (up to 11" by 17" will be permitted for drawings, where warranted).

6. By submission of a response, Respondent acknowledges that they have read and thoroughly understand the scope of services as described in this RFP, agree to all terms and conditions stated herein, and acknowledge that it can perform all tasks as required.

7. Once issued, this RFP is subject to revision via written Addenda any time before the submittal deadline. Any such Addenda will be provided to respondents via email. Each Respondent is solely responsible for obtaining all Addenda prior to submitting its proposal. Respondents can contact Matt Collins at

MatthewCollins@echd.org to obtain documents. The District assumes no responsibility or liability whatsoever for the distribution of Addenda to Respondents.

C. Content of RFP Response

The response shall be organized as follows, and each section shall be titled accordingly:

1. General Information

Provide the following information regarding the Respondent: Respondent Name; Principal Address (including City, State and Zip Code); and Telephone No.

List the name, title, address and contact information (including phone number and e-mail) of the one person who the District may contact concerning Respondent's proposal or setting dates for meetings.

Provide a brief history of the firm and the ownership structure, including affiliations, subsidiaries and employee ownership.

2. Experience and Qualifications.

Respondent should submit a narrative detailing the experience and qualifications of each team member to provide all of the scope of services set out above for the project and for the privatization, disposition, optimization and/or management of municipally owned assets similar to the Thermal Services Distribution System and the Energy Assets.

- Identify key staff to be assigned to the project and provide a resume of not more than two (2) pages for each staff member, describing their professional qualifications to include:
    - Education, licenses, certifications
    - Team member office location and associations
    - Experience relevant to the scope of services specified in this RFP, specifically experience in relation to the privatization, disposition, optimization and/or management of municipally owned assets similar to the Thermal Services Distribution System and the Energy Assets.
    - Identify the percentage of time that each staff member will be committing to this project.

- Identify any sub-consultants that are included as part of the proposed team, their role, and experience relevant to the scope of services specified in this RFP. Provide an abbreviated, one-page resume for any key staff of sub-consultants if applicable.
- Describe the firm's experience relevant to the scope of services requested by this RFP, specifically experience in relation to the privatization, disposition, optimization and/or management of municipally owned assets similar to the Thermal Services Distribution System and the Energy Assets.
- Provide an organizational chart of the team and the personnel who will be assigned to this project.
- Additional Information: Identify any additional skills, experiences, and qualifications that distinguish the firm or team related to the specific scope of services contained in this RFP.

3. Past Performance

- List and describe relevant projects of similar size and scope to the Project, specifically experience in providing services related to privatization, disposition, optimization and/or management of municipally owned assets similar to the Thermal Services Distribution System and the Energy Assets, performed over the past five (5) years. Include the following info:

    - Description of the scope of services performed by Respondent
    - The dates in which such services were performed
    - Description of the project, including asset value and result of the project
    - Identify project owner
    - Contact names
    - Current phone numbers
    - E-mail addresses

- Demonstrate record of performance, including completion schedule and quality of work product.

4. Project Approach

- Include a statement with respect to Respondent's understanding of the proposed project, approach to successful completion, specialized skills needed, special considerations, and possible difficulties in completing the project.
- Describe any potential alternative or innovative approaches to the project, if applicable.
- Describe firm's approach to assuring timely completion of the project, proposed timeline and methods for schedule recovery, if necessary.
- Describe how firm will ensure success of its work.
- Describe firm's existing quality control process. Detail the team members responsible for quality control reviews and indicate when these reviews are performed.
- Describe firm's proposed communication plan with the District.

5. Cost/Compensation Proposal

- Provide a detailed competitively priced compensation proposal for all of the Services required to be performed as described in Section I. C of this RFP. Respondent's compensation proposal may be utilized for negotiating the final terms of the Agreement and TSA. At a minimum, the compensation proposal should specifically set forth the following in clear, understandable terms:

    - The amount or other compensation to be paid by the Respondent to the District pursuant to the Agreement
    - Minimum amount of Improvements to be made to the Facilities.
    - Any termination fee payable under the Agreement if terminated and any associated conditions
    - Monthly service fee to be paid by the District pursuant to the terms of the TSA
    - Costs or expenses for which Respondent would seek to be compensated under the TSA or otherwise
    - For TSA fee payments, also include the itemized cost breakdown for the specific services to be provided

V. Other Required Documents to Submit

A. Insurance Requirements and Proof of Insurability

1. Attached hereto as Exhibit D are the minimum insurance requirements applicable to the transactions described in this RFP. Respondent shall submit a copy of a Certificate(s) of Insurance giving evidence of the various lines of Respondent's commercial insurance coverage currently in force. The final negotiated contracts will determine the final required limits on Insurance Coverage.

B. Disclosure of Interested Parties (Form 1295)

For applicable contracts entered into after January 1, 2016, an ethics law was enacted by H.B. 1295 in 2015 that prohibits a governmental entity from entering into a contract with a business entity unless the business entity submits a Disclosure of Interested Parties Form 1295. The Texas Ethics Commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.

For further information, please go to the following link:
https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please consult your own legal advisor if you have questions regarding the statute or form. This form is required and is considered part of the response to this RFP.

C. Conflict of Interest Questionnaire

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District shall file a completed Conflict of Interest Questionnaire ("CIQ") with the District.

The CIQ will be submitted as part of the response to this RFP from the District. The CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us.

Please consult your own legal advisor if you have questions regarding the statute or form. This form is required and is considered part of the response to this RFP.

VI. Other Requirements

A. **Other key requirements** that should be noted are as follows:

- All expenses associated with the submissions under this RFP shall be borne by the Respondents only. In no event shall a Respondent be entitled to any refund or monetary compensation in connection with its participation in this RFP.
- All contracts will require the provision for a "Right-to-Audit" clause.
- The District shall retain the right to approve or disapprove any changes/variances of proposed sub-consultants and their related percentage of work "as proposed" from the original submittal form of the selected Respondent.
- The District may transfer information received from this RFP to its consultants and to every person entitled by law to receive it. If the information provided includes components that are proprietary, confidential, and professional or trade secrets, this should be explicitly noted.

B. The District reserves the right to:

1. Reject any and all proposals received;

2. Issue a subsequent RFP;

3. Cancel the entire RFP;

4. Remedy technical errors in the RFP process;

5. Negotiate with any, all, or none of the Respondents to the RFP;

6. Accept the written proposal as an offer;

7. Waive informalities and irregularities;

8. Accept multiple proposals;

9. Make multiple recommendations to the Board;

10. Contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such is deemed desirable by the District.

C. All responses and their contents will become the property of the District.

D. The District will not reimburse Respondents or sub-contractors for any costs associated with any travel and/or per diem incurred in any presentations associated with the selection process.

E. This RFP does not commit the District to enter into an Agreement or any other contract nor does it obligate it to pay any costs incurred in the preparation and submission of proposals or in anticipation of such agreements.

F. Gift Policy – District employees are prohibited from soliciting, accepting or agreeing to accept any gifts from outside sources.

Exhibit A – Description of Thermal Services Distribution System
(See attached)

Exhibit A

MCH Thermal Energy Asset Description

Chilled Water Systems

Main Hospital Chiller Plant

The Main Hospital Chiller Plant features **four centrifugal chillers**:

- **CH-1 and CH-2**: 750-ton capacity each, installed in 2010.
- **CH-3 and CH-4**: 900-ton capacity each, renewed in 2017 and 2016, respectively.

These chillers are supported by associated pumps and cooling towers that are currently in operation. They supply a **variable primary loop** with pumps headered together within the chiller plant. Each hospital wing has dedicated, remotely located building/secondary pumps, which are a mix of variable and constant flow installations.

There is also **one free-cooling heat exchanger** located in the Chiller Room, though it is not currently in use.

Note: The first floor of the Cancer Center Wing of the Hospital is *not* served by the Main Hospital Chiller Plant. This area is served by its own dedicated **100-ton Air-Cooled Chiller (ACC-11)**, located in the ACC Yard.

Wheatley Stewart Medical Plaza

The Wheatley Stewart Medical Plaza is served by the W.S. Chiller Plant, which houses **two 250-ton screw chillers**. These units were originally installed in 2003 and renewed in 2023. Each chiller has a dedicated pump in a **constant primary chilled water configuration**. Associated pumps and cooling towers are installed and operating.

CONE Professionals Building

The CONE Professionals Building is independent of both the Main Chiller Plant and the Wheatley Stewart plant.

- The **1st and 2nd floors** are served by an **Air Cooled Chiller (ACC-CONE)** with a 60-ton capacity, installed in 2024 and located in the ACC Yard.
- The **3rd and 4th floors** are served by package Air Handling Units (AHUs).

Tower Water System

Main Hospital Chiller Plant

The Main Hospital's Chiller Plant is served by **four 756-ton cooling towers** located on the Chiller Plant's Roof:

- **CT-1-11 and CT-2-11** were installed in 2010.
- **CT-3-11 and CT-4-11** were installed in 2008.

These towers are interconnected via an equalizer line and headered piping, allowing any tower to serve any chiller. Tower water is also piped to a free-cooling heat exchanger, which is not currently in use.

Wheatley Stewart Medical Pavilion

The Wheatley Stewart Medical Pavilion's chiller plant is served by **two 250-ton cooling towers (CT-North and CT-South)**, installed in 2003. They are located on the W.S. Plant Roof, within the parking garage. These towers are interconnected through a shared basin and serve CH-9 and CH-10.

Steam System

Main Hospital Steam Plant

The Main Hospital Steam Plant contains **four steam boilers**:

- **B-1, B-2, and B-4**: Each rated at 300 BHP, installed in 1995, 1995, and 1997, respectively.
- **B-3**: Rated at 250 BHP, installed in 1975, and currently **not operational**.

These boilers supply the heating hot water heat exchangers and additional steam loads, including sterile processing. The deaerator system for the boilers was replaced in 2023, and water softeners are used to treat all makeup water.

Wheatley Stewart Steam Plant

The Wheatley Stewart Steam Plant houses **two steam boilers (B-5, B-6)**, each rated at 250 BHP and installed in 2003. These boilers serve the heating hot water heat exchangers and other steam loads. The deaerator system was also installed in 2003.

Heating Water System

Main Hospital Heating Plant

The Main Hospital's Heating Plant generates heating hot water (HHW) from steam using **heat exchangers**. There are **twelve heat exchangers** located remotely throughout the hospital. All reheat coils, in both AHUs and terminal units, utilize heating water.

Wheatley Stewart Medical Pavilion

The Wheatley Stewart Medical Pavilion receives heating water through **two heat exchangers** located within its plant.

Exhibit B – Schedule of Energy Assets
(See attached)

ENERGY ASSETS

Exhibit B

Site	Serves	Description	Plant / Building Name	Designation	Quantity	Capacity	Units	Year Installed
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	Boiler Room	FWP-4	1	7.5	HP	1995
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	Boiler Room	FWP-1	1	7.5	HP	2023
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	Boiler Room	FWP-2	1	7.5	HP	2023
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	Boiler Room	TP-1	1	1	HP	2023
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	Boiler Room	TP-2	1	1	HP	2023
MCH Main Campus	Feedwater (Steam)	Deaerator Tank	Boiler Room	DA-1	1	725	BHP	2023
MCH Main Campus	Feedwater (Steam)	Surge Tank	Boiler Room	SGT-1	1	725	BHP	2022
MCH Main Campus	Feedwater (Steam)	Storage Tank	Boiler Room	ST-4	1	1	Count	1995
MCH Main Campus	Feedwater (Steam)	Storage Tank	Boiler Room	ST-5	1	1	Count	1995
MCH Main Campus	Feedwater (Steam)	Reverse Osmosis System	Boiler Room	ROS-1	1	1	Count	1995
MCH Main Campus	Feedwater (Steam)	Water Softener	Boiler Room	WS-1	1	1	Count	1995
MCH Main Campus	Feedwater (Steam)	Water Softener	Boiler Room	WS-1	1	1	Count	1995
MCH Main Campus	Feedwater (Steam)	Water Softener	Boiler Room	WS-2	1	1	Count	1995
MCH Main Campus	Feedwater (Steam)	RO System Membrane	Boiler Room	ROSM-1	1	1	Count	1995
MCH Main Campus	Steam	Steam Boiler	Boiler Room	B-1	1	300	BHP	1995
MCH Main Campus	Steam	Steam Boiler	Boiler Room	B-2	1	300	BHP	1995
MCH Main Campus	Steam	Steam Boiler	Boiler Room	B-4	1	300	BHP	1997
MCH Main Campus	Steam	Steam Boiler	Boiler Room	B-3	1	250	BHP	1975
MCH Main Campus	Steam	Pressure Reducing Station	Boiler Room	PRV-1	1	1	Count	2000
MCH Main Campus	Chilled Water	Centrifugal Chiller	Chiller Room	CH-1	1	750	Tons	2010
MCH Main Campus	Chilled Water	Centrifugal Chiller	Chiller Room	CH-2	1	750	Tons	2010
MCH Main Campus	Chilled Water	Centrifugal Chiller	Chiller Room	CH-3	1	900	Tons	1997
MCH Main Campus	Chilled Water	Centrifugal Chiller	Chiller Room	CH-4	1	900	Tons	1997
MCH Main Campus	Chilled Water	Hori. Split Pump	Chiller Room	CHP-1-11	1	100	HP	2011
MCH Main Campus	Chilled Water	Hori. Split Pump	Chiller Room	CHP-3-11	1	100	HP	2011
MCH Main Campus	Chilled Water	Hori. Split Pump	Chiller Room	CHP-2-11	1	100	HP	2011
MCH Main Campus	Chilled Water	Hori. Split Pump	Chiller Room	CHP-4-11	1	100	HP	2011

Site	Serves	Description	Plant / Building Name	Designation	Quantity	Capacity	Units	Year Installed
MCH Main Campus	Chilled Water	Air Separator	Chiller Room	AS-1	1	1	Count	2011
MCH Main Campus	Chilled Water	Refrigerant Monitoring System	Chiller Room	RMS-1	1	1	Count	2020
MCH Main Campus	Chilled Water	Chiller VFD	Chiller Room	CH-1	1	750	Tons	2010
MCH Main Campus	Chilled Water	Chiller Starter	Chiller Room	CH-2	1	750	Tons	2010
MCH Main Campus	Chilled Water	Chiller Starter	Chiller Room	CH-3	1	900	Tons	2017
MCH Main Campus	Chilled Water	Chiller Starter	Chiller Room	CH-4	1	900	Tons	2016
MCH Main Campus	Chilled Water	Plate and Frame Heat Exchanger	Chiller Room	FCHX-1	1	1	Count	2010
MCH Main Campus	Tower Water	Cooling Tower	Chiller Room	CT-1 -11	1	756	Tons	2010
MCH Main Campus	Tower Water	Cooling Tower	Chiller Room	CT-2-11	1	756	Tons	2010
MCH Main Campus	Tower Water	Cooling Tower	Chiller Room	CT-3-11	1	756	Tons	2008
MCH Main Campus	Tower Water	Cooling Tower	Chiller Room	CT-4-11	1	756	Tons	2008
MCH Main Campus	Tower Water	Hori. Split Pump	Chiller Room	CWP- 1-11	1	50	HP	2011
MCH Main Campus	Tower Water	Hori. Split Pump	Chiller Room	CWP- 2-11	1	50	HP	2011
MCH Main Campus	Tower Water	Hori. Split Pump	Chiller Room	CWP- 3-11	1	50	HP	2011
MCH Main Campus	Tower Water	Hori. Split Pump	Chiller Room	CWP- 4-11	1	50	HP	2011
MCH Main Campus	Tower Water	Cooling Tower Fill	Chiller Room	CTF-1-11	1	756	Tons	2010
MCH Main Campus	Tower Water	Cooling Tower Fill	Chiller Room	CTF-2-11	1	756	Tons	2010
MCH Main Campus	Tower Water	Cooling Tower Fill	Chiller Room	CTF-3-11	1	756	Tons	2008
MCH Main Campus	Tower Water	Cooling Tower Fill	Chiller Room	CTF-4-11	1	756	Tons	2008
MCH Main Campus	Chilled Water	Screw Chiller	W.S. Plant	CH-10	1	250	Tons	2003
MCH Main Campus	Chilled Water	Screw Chiller	W.S. Plant	CH-9	1	250	Tons	2003
MCH Main Campus	Chilled Water	Refrigerant Monitoring System	W.S. Plant	RMS-MOB	1	1	Count	2012
MCH Main Campus	Chilled Water	Air Separator	W.S. Plant	AS-1	1	1	Count	2012
MCH Main Campus	Chilled Water	Chemical Station	W.S. Plant	CS-1	1	1	Count	2012
MCH Main Campus	Chilled Water	End Suction Pump	W.S. Plant	CHWP-22	1	20	HP	2003
MCH Main Campus	Chilled Water	End Suction Pump	W.S. Plant	CHWP-23	1	20	HP	2003
MCH Main Campus	Chilled Water	Chiller Starter	W.S. Plant	CH-9	1	160	Tons	2012
MCH Main Campus	Chilled Water	Chiller Starter	W.S. Plant	CH-10	1	160	Tons	2012
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	W.S. Plant	FWP-1	1	7.5	HP	2003
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	W.S. Plant	FWP-2	1	7.5	HP	2003

Site	Serves	Description	Plant / Building Name	Designation	Quantity	Capacity	Units	Year Installed
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	W.S. Plant	FWP-3	1	7.5	HP	2003
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	W.S. Plant	TP-1	1	5	HP	2003
MCH Main Campus	Feedwater (Steam)	Vert. In-Line Pump	W.S. Plant	TP-2	1	5	HP	2003
MCH Main Campus	Steam	Steam Boiler	W.S. Plant	B-5	1	250	BHP	2003
MCH Main Campus	Steam	Steam Boiler	W.S. Plant	B-6	1	250	BHP	2003
MCH Main Campus	Steam	DA_Surge Tank	W.S. Plant	DEA-1	1	325	BHP	2003
MCH Main Campus	Steam	Pressure Reducing Station	W.S. Plant	PRS-HX-10	1	1	Count	2003
MCH Main Campus	Steam	Pressure Reducing Station	W.S. Plant	PRS-HX-111	1	1	Count	2003
MCH Main Campus	Steam	Pressure Reducing Station	W.S. Plant	PRV-10	1	1	Count	2003
MCH Main Campus	Steam	Condensate Return Unit	W.S. Plant	CRU-1	1	1	Count	2003
MCH Main Campus	Tower Water	Cooling Tower	W.S. Plant	CT- North	1	250	Tons	2004
MCH Main Campus	Tower Water	Cooling Tower	W.S. Plant	CT-South	1	250	Tons	2004
MCH Main Campus	Tower Water	End Suction Pump	W.S. Plant	CWP-5	1	20	HP	2012
MCH Main Campus	Tower Water	End Suction Pump	W.S. Plant	CWP-6	1	20	HP	2012
MCH Main Campus	Tower Water	Chemical Station	W.S. Plant	CS-MOB	1	1	Count	2010
MCH Main Campus	Tower Water	Cooling Tower Fill	W.S. Plant	CTF-North	1	250	Tons	2004
MCH Main Campus	Tower Water	Cooling Tower Fill	W.S. Plant	CTF-South	1	250	Tons	2004

Exhibit C—Schedule of Non-Energy Assets
(See attached)

Non-Energy Assets

Exhibit C

Site	Serves	Description	Plant / Building Name	Designation	Quantity	Capacity	Units	Year Installed
MCH Main Campus	Air	Air Compressor	Boiler Room	AC-1	1	1	Count	2010
MCH Main Campus	Air	Air Compressor	Boiler Room	AC-5-6	1	1	Count	2010
MCH Main Campus	Air	Air Compressor	W.S. Plant	AC-25-26	1	1	Count	2003
MCH Main Campus	Air	Air Compressor	W.S. Plant	AC-24	1	1	Count	2007
MCH Main Campus	Chilled Water	Chiller Starter	ACC Yard	ACC-Cone	1	60	Tons	2026
MCH Main Campus	Chilled Water	Chiller Starter	ACC Yard	ACC-11	1	100	Tons	2026
MCH Main Campus	Chilled Water	Chiller Starter	Chiller Room	HPCH-1	1	255	Tons	2026
MCH Main Campus	Chilled Water	Chiller Starter	Chiller Room	HPCH-2	1	50	Tons	2026
MCH Main Campus	Chilled Water	Heat Pump Chiller	Chiller Room	HPCH-1	1	255	Tons	2026
MCH Main Campus	Chilled Water	Vert. In-Line Pump	Chiller Room	HPCHWP-1	1	15	HP	2026
MCH Main Campus	Chilled Water	Air Cooled Chiller	Cone Professional Building	ACC-Cone	1	60	Tons	2024
MCH Main Campus	Chilled Water	Air Cooled Chiller	Medical Center Hospital	ACC-11	1	100	Tons	2005
MCH Main Campus	Chilled Water	Exhaust Fan	W.S. Plant	EF-8	1	1	Count	2012
MCH Main Campus	Chilled Water	Heat Pump Chiller	W.S. Plant	HPCH-2	1	50	Tons	2026
MCH Main Campus	Chilled Water	Vert. In-Line Pump	W.S. Plant	HPCHWP-2	1	5	HP	2026
MCH Main Campus	Heating Water	Shell and Tube Heat Exchanger	Boiler Room	HX-1-12	1	1	Count	1995
MCH Main Campus	Heating Water	Shell and Tube Heat Exchanger	Boiler Room	HX-2-12	1	1	Count	1995
MCH Main Campus	Heating Water	Shell and Tube Heat Exchanger	Boiler Room	HX-3-12	1	1	Count	1995
MCH Main Campus	Heating Water	Vert. In-Line Pump	Chiller Room	HPHWP-1	1	30	HP	2026
MCH Main Campus	Heating Water	End Suction Pump	W.S. Plant	HWP-15	1	25	HP	2000
MCH Main Campus	Heating Water	End Suction Pump	W.S. Plant	HWP-16	1	25	HP	2000
MCH Main Campus	Heating Water	Shell and Tube Heat Exchanger	W.S. Plant	HX-10	1	1	Count	2003
MCH Main Campus	Heating Water	Shell and Tube Heat Exchanger	W.S. Plant	HX-11	1	1	Count	2003
MCH Main Campus	Heating Water	Air Separator	W.S. Plant	AS-1	1	1	Count	2006
MCH Main Campus	Heating Water	Vert. In-Line Pump	W.S. Plant	HPHWP-2	1	5	HP	2026

Exhibit D— Standard Insurance Requirements
(See attached)

Exhibit D

STANDARD INSURANCE REQUIREMENTS

The detailed terms and conditions for the parties' insurance requirements in connection with the transaction will be set out in the definitive transaction documents. The following sets out the material insurance obligations of the parties as currently anticipated, subject to change pending finalization of the scope, terms and conditions of the transaction.

Owner Insurance Requirements

Workers' Compensation: statutory limits

Employers Liability: employer limits of at least $1,000,000 each accident, at least $1,000,000 disease-policy; at least $1,000,000 disease-each employee

Commercial General Liability: at least $2,000,000 for each occurrence; at least $2,000,000 for personal injury and advertising injury; at least $4,000,000 for products and completed operations, in aggregate; at least $4,000,000 for general aggregate; provided on a primary and non-contributory basis

Boiler and Machinery Equipment Breakdown: at least equal to the replacement value of the energy services equipment for which owner maintains risk of loss

Permanent Property: at least equal to the replacement value of the in-scope facilities, plants, and energy services equipment, and must include flood coverage

Provider Insurance Requirements

Workers' Compensation: statutory limits

Employers Liability: employer limits of at least $1,000,000 each accident, at least $1,000,000 disease-policy; at least $1,000,000 disease-each employee

Commercial General Liability: at least $2,000,000 for each occurrence; at least $2,000,000 for personal injury and advertising injury; at least $4,000,000 for products and completed operations, in aggregate; at least $4,000,000 for general aggregate; provided on a primary and non-contributory basis

Commercial Automobile and Liability Insurance: at least $2,000,000 for each occurrence or accident

Excess Liability: at least $10,000,000 for each occurrence; at least $10,000,000 for aggregate

Boiler and Machinery Equipment Breakdown: at least equal to the replacement value of the energy services equipment for which provider maintains risk of loss

Builder's Risk: at least equal to the value of the labor, materials, and equipment portion of the contract price for design-build construction costs

Professional Liability and Pollution Liability: at least $2,000,000 for each occurrence; at least $10,000,000 for aggregate

General Requirements

Mutual waivers of subrogation and naming of additional insured anticipated for all policies