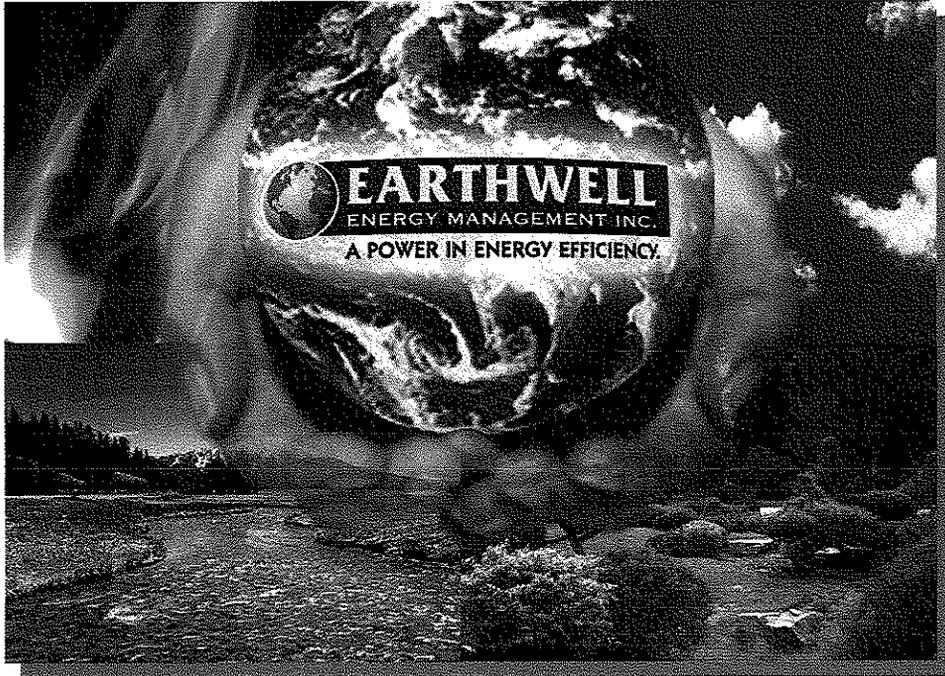




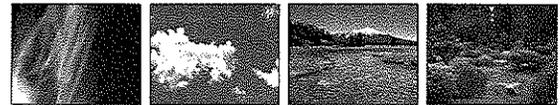
# Response to Request for Proposal

Louisville / Jefferson Co. Metro Government

Bid Number: 1985



Original



**A POWER IN ENERGY EFFICIENCY.**

February 8, 2010

Metro Purchasing Department  
611 West Jefferson Street  
Mezzanine Level  
Louisville, KY 40202

Bid Number: 1985

Dear Selection Committee,

Earthwell Energy Management, Inc. is pleased to submit this response to your Request for Proposal (RFP) for the administration of an energy audit program for the non-profit sector. We are confident that as you become familiar with Earthwell's experience in the energy services industry and our in-house capabilities you will conclude we are well qualified to execute this program.

Earthwell Energy Management, Inc. is a Louisville based company incorporated in 1996. For the past 14 years, Earthwell has been offering solutions to rising energy costs and increasing environmental regulatory compliance that impact organization's operating budgets. Earthwell has grown from a start-up operation with one employee to 28 full-time employees, and we are poised for continued growth. Earthwell is a proven leader in the sustainability movement and will make a valuable partner in helping Metro Louisville's non-profit organizations move into an economy based on conservation, renewable energy and stewardship of the earth's natural resources.

Earthwell's professional energy management team is driven to maximize energy and operational savings without compromising building comfort or employee productivity. Our professional staff has a broad range of backgrounds, technical expertise, and certifications. With over 100 years of combined experience, our team of engineers and technical personnel has earned the following credentials:

Licensed Professional Engineer	Certified Energy Manager
Mechanical Engineer	LEED Accredited Professional
Electrical Engineer	Certified Sustainable Development
Civil Engineer	Professional
Masters in Environmental Science	Certified Lighting Efficiency Professional
Certified Measurement and Verification	Master Electricians
Professional	

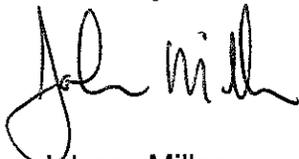
As an industry leader in energy conservation and environmental stewardship, Earthwell is continuously evaluating the most promising energy saving technologies and tracks the latest developments in energy standards and environmental regulations. Our efforts ensure our clients stay on the cutting edge, support a sustainable future, and achieve an elevated status as socially responsible organizations.

Earthwell projects have encompassed energy efficient improvements ranging from lighting design, building automation, energy efficient drives and motors, HVAC modifications, and water conservation to solar photovoltaic and solar thermal installations. Many firms do not have the capability to implement the energy conservation measures identified in an energy audit. Earthwell, however, with 28 full-time employees in our Louisville office and being a licensed electrical contractor has the ability to self-perform a high percentage of the energy conservation measures that are identified. By self-performing a large percentage of the work, Earthwell removes a tier of mark-up which can translate into substantial savings for our customers.

Earthwell is currently under contract with E.ON US to provide investment grade energy audits for their commercial customers throughout the state. Under this contract, our responsibilities include marketing, administration, conducting the audit, report generation, delivering the audit to the LGE/KU customer as well as E.ON, reporting of energy savings measures (in kwh and Btu's saved) and total monetary savings if all of the measures are implemented.

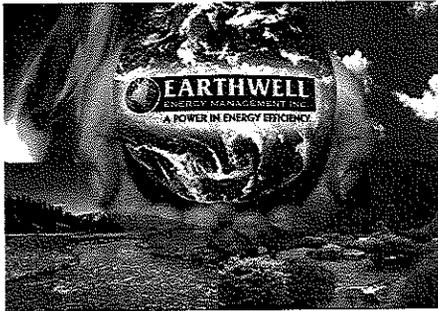
In summary, Earthwell has the experience, expertise and in-house capabilities to make Metro Louisville an ideal energy partner. We not only listen to our customers, but we are driven to go the extra mile to keep our customers happy. Our commitment to customer satisfaction has been what has ensured our success. Thank you for considering us for this opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "Johnny Miller". The signature is fluid and cursive, with a large initial "J" and "M".

Johnny Miller  
President

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# Request For Proposal

Louisville/Jefferson Co Metro Government

**Bid Number:** 1985

**Revision:** 0  
**Date:** 22-JAN-10

Sealed bids will be received until 3.00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3.00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

**Mark envelope with Bid Number, Reply By Date and Address to:**

Metro Purchasing Department  
611 West Jefferson Street  
Mezzanine Level  
Louisville, KY 40202

**Reply By:** 09-FEB-10

# Description

- 1 A Request for Proposals price contract for a portion of Louisville Metro Government's need for a Non-Profit Energy Auditor ReBid for a period of twelve (12) months, per the attached specifications.

No Pre-Bid.

DELIVERY TIME: \_\_\_\_\_  
(# of days A.R.O.)

We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.

**UNSIGNED BIDS WILL NOT BE CONSIDERED**

FIRM NAME: Earlwell Energy Management, Inc.

OFFICIAL'S SIGNATURE: Joe Mill

ADDRESS: 1831 Plantside Dr.  
Louisville, Ky. 40299

PHONE: (502) 587-8447

DATE: 2/8/10



# Request For Proposal

Bid#: 1985

Louisville/Jefferson Co Metro Government

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## Standard Text

SUBMIT BIDS WITH A COMPLETE UNBOUND ORIGINAL (please mark original) AND TWO BOUND COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification. If you do not plan to sub-contract any of this work, you must complete and sign Form GFE-1 to indicate work will be self-performed.

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

All materials submitted in response to the solicitation document will become the property of Metro. One copy of a submitted proposal will be retained for official files and will become public record. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act, should not be included in the vendor's proposal, as it may be made available to the public.

If a vendor's proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its proposal because such information may be disclosed to the public.

Metro Government will accept no price increases for the first year of the annual price contract. All price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Purchasing may either accept the price change or cancel the contract.

### RENEWAL OPTION:

Metro Government reserves the right to renew & extend contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew/extend will be sent prior to the expiration date.

Metro Government reserves the right to issue a separate bid for this product / service when it is in it's best interest.



# Request For Proposal

Bid#: 1985

Louisville/Jefferson Co Metro Government

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Any Kentucky Public Procurement Agency will have the option of making purchases or establishing a Price Contract under the terms and conditions of this bid.

Contractor shall notify Louisville-Jefferson County Metro Purchasing of any change in their status within 30 days of the change.

The prices on the resulting contract shall be the maximum that will be charged for the covered products and/or services. Any requested increase of these prices shall be requested in writing to the Metro Division of Purchasing. The Division of Purchasing will either accept or decline the request. Increases shall not be effective until approval is received in writing.

Any Kentucky Public Procurement Agency will have the option of making purchases using this bid / contract by issuing a separate Purchase Order.  
If you have any questions concerning the Purchasing Requirements of this solicitation, please call Teresa Burton at 502-574-6396.

**STANDARD TEXT**

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number [REDACTED] and your Federal Tax Identification Number [REDACTED]. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number (502) 587-8272.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing  
611 West Jefferson Street - Mezzanine Level  
Louisville, KY 40202

**Louisville/Jefferson Co Metro Government CONDITIONS**

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representating a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

**PLEASE READ CAREFULLY**

This Invitation for Bids contains a signature page at the end of the document. By signing the signature page, the Bidder agrees to be bound by the following terms and conditions:

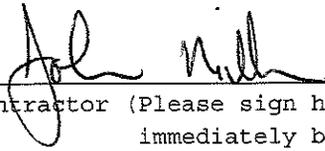
Bidder agrees that this document shall become the final contract and shall be legally bound by the bid document including all terms, conditions and specifications contained in the Invitation for Bids.

Bidder acknowledges that the individual signing the bid document for the Bidder has the authority to contractually and legally bind Bidder to the bid document and all terms, conditions and specifications contained therein.

Once this Invitation for Bids document has been signed and received by the Purchasing Department of the Metro Government, Bidder will not be allowed to change, alter, amend or withdraw their bid except with the express permission of the Director of Purchasing or in accordance to law.

In accordance with Condition #2 attached to the Invitation, if the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SIGNATURE PAGE

  
Contractor (Please sign here and type in company name on line immediately below. Please leave all other lines blank)

Earthwell Energy Management, Inc.  
Company Name

  
Director of Purchasing

Contract Term:  
Effective: 3/30/10  
Expires: 3/29/11

Items Covered:  
All: RFP1985  
See Attached: ✓

The Invitation for Bid and response will become part of the contract

**ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:**

**TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.**

**BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!**

DIVISIONS OF WORK (BIDDER WILL SELF PERFORM)

**Signature of Company Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.**



**Louisville**  
METRO GOVERNMENT  
**HUMAN RELATIONS COMMISSION**  
**Carolyn Miller-Cooper, Executive Director**

**GOOD FAITH EFFORT (“GFE”) REQUIREMENTS**

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises (“MFHBES”):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBES of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBES;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBES that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBES for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBES meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

**SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)**  
**FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

**NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.**

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

**MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)**  
**FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS FAILING TO MEET THE MFHBE GOALS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION** (Failure to timely submit Form GFE-2 by Bidders who did not meet the MFHBE goals on GFE-1 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder who did not meet the MFHBE goals (as presented on GFE-1) shall submit Form GFE-2 with one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.
- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

**SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)**  
**FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD**

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:  
<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
502-574-3631 phone • 502-574-3577 fax • 502-574-4332 TDD

**Form GFE-1**

**LOUISVILLE METRO GOVERNMENT  
GOOD FAITH EFFORTS ("GFE")  
SUBCONTRACTOR AND SELF-PERFORM WORK LIST**

**DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION**

**Bidder Name:** Earthwell Energy Management, Inc. **Total Bid Amount:** \$200,000.00  
 MBE  FBE  HBE **Email Address:** johnny.miller@earthwell.cc  
**Bid Number:** 1985 **Project Name:** Non-Profit Energy Auditor  
 Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
 502-574-3631 phone • 502-574-3577 fax • 502- 574-4332 TDD

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)
<b>ALL</b> <input type="checkbox"/> (CHECK HERE IF YOU ARE NOT SUBCONTRACTING ANY WORK)

DIVISIONS OF WORK (UNDETERMINED WHO WILL PERFORM)

LEGAL NAME OF ALL SUBCONTRACTORS	SUPPLIER	DIVISION OF WORK	SUBCONTRACT AMOUNT	% of Total Bid	CERTIFIED SUBCONTRACTOR		
					MBE GOAL (15%)	FBE GOAL (5%)	HBE GOAL (.5%)
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total</b>			\$0.00		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Signature of Company Official:** *Johnny Miller*  
**Printed Name:** Johnny Miller

**Date:** February 4, 2010

**Form GFE-2**

**LOUISVILLE METRO GOVERNMENT  
GOOD FAITH EFFORTS ("GFE")  
MFHBE SUBCONTRACTOR GFE LOG**

**DUE DAY AFTER BID OPENING BY 4:00 PM TO THE HUMAN RELATIONS COMMISSION**

**Bidder Name:** \_\_\_\_\_ **Bid Total:** \_\_\_\_\_

**Bid Number:** \_\_\_\_\_ **Project:** \_\_\_\_\_

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

NAME OF MFHBE SUBCONTRACTORS CONTACTED	DIVISION OF WORK	REQUEST FOR QUOTES (Attach)	BID ACTIVITY						Reason for Rejection
			No Response	Quote Received (Attach)	Quote Amount	% of Bid Total	Quote Used	Quote Rejected	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
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		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	
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Other Good Faith Efforts (Attach Supporting Documentation)


**Signature of Company Official:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Form GFE-3**

**LOUISVILLE METRO GOVERNMENT  
GOOD FAITH EFFORTS ("GFE")  
SUBCONTRACTOR PAYMENT CERTIFICATION**

**DUE EACH MONTH OF THE CONTRACT PERIOD TO THE HUMAN RELATIONS COMMISSION**

**Bidder Name:** \_\_\_\_\_ **Total Bid Amount:** \_\_\_\_\_  
**Bid Number:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**REPORTING MONTH:** \_\_\_\_\_

Fax or mail this form to Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202  
 502-574-3631 phone • 502-574-3190 fax • 502- 574-4332 TDD

ALL SUBCONTRACTORS APPEARING ON FORM GFE-1	ORIGINAL CONTRACT AMOUNT ON FORM GFE-1	AMENDED CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach cancelled checks)				CONTRACTOR PAYMENT TOTAL (ATTACH INVOICES)		
			Date	Payment Amount	Retainage		Invoice Date	Payment Amount	Retainage
ALL SUBCONTRACTORS NOT LISTED OF FORM GFE-1	DIVISION OF WORK	CONTRACT AMOUNT	SUBCONTRACTOR PAYMENT TOTAL (Attach Canceled Checks)			Certified MFHBE	CONTRACTOR PAYMENT TOTAL (Attach Invoices)		
			Date	Payment Amount	Retainage		Date	Payment Amount	Retainage
						<input type="checkbox"/>			
						<input type="checkbox"/>			
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						<input type="checkbox"/>			

**Signature of Company Official:** \_\_\_\_\_  
 \_\_\_\_\_

**Date:** \_\_\_\_\_

## REQUIRED FEDERAL TERMS

Per 10 CFR 600.236:

1. Contractor agrees to provide the Purchaser, the United States Department of Energy Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Energy, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
3. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
4. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
5. Clean Water –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Energy and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Energy.
6. Clean Air –
  - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Energy and the appropriate EPA Regional Office.
  - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.

7. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
8. **Copyrights** –
  - a. The United States Department of Energy reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
    - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
    - ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
9. **Patent Rights** - This following requirements apply to each contract involving experimental, developmental, or research work:
  - a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Energy is ultimately notified.
  - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Energy, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
  - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Energy.
10. The Contractor agrees that the reporting requirements contained in 10 CFR 600.240 and 600.241 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
11. This contract is a covered transaction for purposes of 29 CFR Part 98. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 29 CFR 98.995, or affiliates, as defined at 29 CFR 98.905, are excluded or disqualified as defined at 29 CFR 98.940 and 98.945.

The contractor is required to comply with 29 CFR 98, Subpart C and must include the

requirement to comply with 29 CFR 98, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **The United States Department of Energy**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **the United State Department of Energy**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

**PREAMBLE**

*To the extent that this contract or grant involves the use of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5 ("ARRA") funds, the following terms and conditions apply.*

*For the purposes of applying these terms and conditions, the following definitions apply:*

- I. A "prime recipient" is a non-Federal entity that receives Recovery Act funding as Federal awards in the form of grants, loans, or cooperative agreements directly from the Federal government.*
- II. A "subrecipient" is a non-Federal entity that expends Federal awards received from another entity to carry out a Federal program but does not include an individual who is a beneficiary of such a program.*
- III. A "vendor" is defined as a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a Federal program. Prime recipients or subrecipients may purchase goods or services needed to carry out the project or program from vendors. Vendors are not awarded funds by the same means as subrecipients and are not subject to the terms and conditions of the Federal financial assistance award.*

*The vendor or subrecipient specifically agrees to comply with each of the terms and conditions contained herein.*

*The vendor or subrecipient understand and acknowledges that the federal stimulus process is evolving and that new requirements for ARRA compliance may still be forthcoming from federal government, the Commonwealth of Kentucky and the Louisville/Jefferson County Metro Government ("Metro Government"). Accordingly, the subrecipient/vendor specifically agrees that both it and any subgrantees/subcontractors will comply with all such requirements during the contract period.*

**AVAILABILITY OF FUNDING**

Vendor/subrecipient agrees that programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

**BUY AMERICAN REQUIREMENT (IF APPLICABLE)**

Vendor/subrecipient agrees that in accordance with ARRA, Section 1605, neither vendor/subrecipient or its subcontractors/subgrantees will use ARRA funds for a project for the construction, alternation, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

produced in the United States in a manner consistent with United States obligations under international agreements. The vendor/subrecipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

**CONFLICTING REQUIREMENTS**

Vendor/subrecipient agrees that, to the extent ARRA requirements conflict with Commonwealth of Kentucky and Metro Government requirements, the ARRA requirements shall control.

**FALSE CLAIMS ACT**

Vendor/subrecipient agrees that it shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subgrantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

**ENFORCEABILITY**

Vendor/subrecipient agrees that if the vendor/subrecipient or one of its subcontractors/subgrantees fails to comply with all applicable federal and state requirements governing the use of ARRA funds, the Metro Government may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Metro Government under all applicable state and federal laws.

**INSPECTION OF RECORDS**

Vendor/subrecipient agrees that it shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of vendor/subrecipient or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

**PROHIBITION ON USE OF ARRA FUNDS**

Vendor/subrecipient agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

**REPORTING REQUIREMENTS**

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

Pursuant to Section 1512 of the ARRA, entities receiving ARRA funds must submit reports to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below.

Accordingly, each subrecipient agrees to provide the Metro Government with the following information in a timely manner:

- a. Subrecipient's DUNS number;
- b. Award number or other identifying number assigned by the prime recipient;
- c. The total amount of ARRA funds received by subrecipient during the reporting period;
- d. The amount of ARRA funds that were expended or obligated during the reporting period;
- e. A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
  - i. the name of the project or activity;
  - ii. a description of the project or activity;
  - iii. an evaluation of the completion status of the project or activity; and
  - iv. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
  - v. the primary place of performance of the subaward, including the city, state, congressional district and country;
  - vi. The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; and 2) \$25M or more in annual gross revenue from Federal awards.
- f. Any other information reasonably requested by the Metro Government or required by state, local or federal law or regulation.

Each vendor must supply their DUNS number and an estimate of the number of jobs created and number of jobs retained as a result of the award of ARRA funds.

OMB Memorandum M-09-21 dated June 22, 2009 outlines the standard data elements and federal implementation guidance for use in complying with the reporting requirements under Section 1512 of the ARRA.

**SEGREGATION OF FUNDS**

Vendor/subrecipient agrees that it shall segregate obligations and expenditures of Recovery Act funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

**SUBCONTRACTOR/SUBGRANTEE REQUIREMENTS**

**STANDARD TERMS AND CONDITIONS FOR  
CONTRACTS AND GRANTS USING ARRA FUNDS**

*Revised August 14, 2009*

Vendor/subrecipient agrees that it shall include these standard terms and conditions, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

**WAGE REQUIREMENTS (IF APPLICABLE)**

Vendor/subrecipient agrees that, in accordance with Section 1606 of the ARRA, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the Commonwealth of Kentucky, and therefore in Metro Louisville as well, are located at: <http://www.gpo.gov/davisbacon/ky.html>

**WHISTLEBLOWER PROTECTION**

Vendor/subrecipient agrees that both it and its subcontractors/subgrantees shall comply with Section 1553 of the ARRA, which prohibits all non-federal Vendor/subrecipients of ARRA funds, including the Metro Government, and all contractors and grantees of the Metro Government, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. Vendor/subrecipient agrees that it and its subcontractors/subgrantees shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

Bidder agrees to pay all subcontractors, including but not limited to, all MFHBE and DBE vendors promptly.

Bidder's DUNS Number [REDACTED]

If you do not have a DUNS number, contact Dun & Bradstreet at (866) 705-5711 or go to <http://fedgov.dnb.com/webform/displayHomePage.do>

**The Metro Government and Bidder shall comply with *Title VI of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. § 701) and the *Kentucky Equal Employment Act 1978* (K.R.S. § 45.550 to 45.640) and the *Americans with Disabilities Act* (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.**

1/22/2010



Louisville Jefferson County  
Metro Government

**Economic Development Department**

Request for Proposal Number 1985

**Non-Profit Energy Auditor**

1/22/2010

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### **REQUEST FOR PROPOSALS**

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
- III. Hold Harmless Agreement**
- IV. General Specifications**

## SECTION I

### INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville/Jefferson County Metro Government ("Metro Government") is now accepting proposals for NON-PROFIT ENERGY AUDITOR. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:  
(check one of the reasons below)

- (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- (d) Sealed bidding is inappropriate because the price is regulated by law.
- (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Department of Finance and Administration, Division of Purchasing, until 3:00 PM February 9, 2010, 611 West Jefferson Street - Mezzanine Level, Louisville, KY, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3PM deadline on Tuesday, February 9, 2010 will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

Rebecca Fleischaker  
Economic Development Department  
444 South Fifth Street, Suite 600  
Louisville, KY 40202  
502-574-2974  
[rebecca.fleischaker@louisvilleky.gov](mailto:rebecca.fleischaker@louisvilleky.gov)

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions

or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

**Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.**

## SECTION II

### GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et.seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.8 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.9 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.10 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.

- 2.11 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.12 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.13 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

## B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.14 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.15 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.16 Authority to do Business: The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested 11/21/2005. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.17 Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.18 Ability to Meet Obligations: Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

## **VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS**

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

RFP

SUBMITTED BY:

By signing below you are agreeing to all Louisville-Jefferson County Metro Government Terms & Conditions that are a part of this Request for Proposals.

**Include this page in your response to this RFP**

Firm: Earthwell Energy Management, Inc.  
By: John Miller  
Title: President  
Address: 1831 Plantside Dr  
Louisville, Ky 40299  
Telephone: 502-587-8447  
Fax: 502-587-8272  
Date: Feb 3, 2010  
Email Address: johnny.miller@earthwell.cc  
Metro Louisville Revenue  
Commission Number: [REDACTED]  
Federal ID Number: [REDACTED]

**Please include a copy of your W-9 with your submitted proposal.**

**You cannot be awarded a contract until this is submitted.**

I acknowledge receipt of the following Addendum:

Addendum #1: \_\_\_\_\_

Addendum #2: \_\_\_\_\_

Addendum #3: \_\_\_\_\_

John Miller  
Vendor Signature (all items above have been read and completed)

### **SECTION III**

#### **HOLD HARMLESS AND INDEMNIFICATION CLAUSE, AND INSURANCE REQUIREMENTS**

##### **I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

##### **II. INSURANCE REQUIREMENTS**

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Purchasing Division, (who may request review by Louisville/Jefferson County Metro Government's Risk Management Division). The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."
- B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:
1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, and \$2,000,000 aggregate including:
    - a. Premises - Operations Coverage
    - b. Products and Completed Operations
    - c. Contractual Liability
    - d. Broad Form Property Damage
    - e. Independent Contractors Protective Liability
    - f. Personal Injury

### III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

### IV. MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government Purchasing Division shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government Purchasing Division at least 30 days prior to the expiration of any policy(s).
- B. Certificates of Insurance as required above shall be furnished, as called for no later than five (5) days after the award of the bid to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Purchasing Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
  
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

## **REQUEST FOR PROPOSAL**

### **Non-Profit Energy Auditor**

Louisville Metro Government is seeking experienced energy service providers for the administration of an energy audit program for the non-profit sector. The respondent would propose an energy audit program, including application and contact with non-profit organizations, cost of audit including how audit fees are to be calculated, and reporting of energy-saving measures (in kw/h saved) and potential monetary savings.

Funding for the energy audit grants comes from American Recovery and Reinvestment Act of 2009 (ARRA) made available through the U. S Department of Energy Efficiency and Conservation Block Grant (DOE - EECBG) to Louisville Metro. The available pool for this project is \$200,000; and once this money is expended, the energy audit program will be complete. The selected firm must be approved by DOE and will make audit findings available to Louisville Metro Economic Development Department. Respondents also will be responsible for reporting number of jobs created and saved through this audit program.

Applications for non-profit organizations must include Articles of Incorporation and a statement that they are in good standing with the Commonwealth of Kentucky. After audits are performed and reports are made available to applicants, the respondent will be asked to follow up at end of Years 1 and 2 to determine if any implementation of audit findings was performed. These findings also must be reported to Louisville Metro Economic Development Department.

Include a description of previous marketing experience, and marketing plans for this project.

The selected firm will need to demonstrate the expertise, commitment, and business philosophy to perform the energy audits and administer a program. A proven track record is essential.

**STATEMENT OF PROPOSAL FOR  
LOUISVILLE METRO NON-PROFIT ENERGY AUDITOR**

**Required Submittals:**

**1. Letter of Interest (2 pages maximum)**

A letter of interest must accompany the submission, signed by a principal of the proposed project team. Documentation must be provided listing the officer(s) in the firm authorized to negotiate and execute agreements on behalf of the firm.

**2. Statement of Qualifications**

Name, address, and telephone number of the principal on the project team assigned by the firm to negotiate on its behalf. Individual performing audit must be a licensed professional engineer, and the firm selected must have an engineering business entity permit through the KY State Board of Licensure for Professional Engineers and Land Surveyors.

**a. Identification of the energy service provider and/or project team with proposed roles and responsibilities and personnel to be assigned to the project**

**Project Team Organization**

A chart describing all partnering firms and key personnel of each. Describe the anticipated management structure for development of the project, including the identification and role of the day-to-day Project Manager, energy auditors, and other key firms or individuals who are to be involved in the implementation of the project, their background, experience and potential roles. Include as an appendix resumes for all key personnel.

Identify the type of legal entity with whom Louisville Metro would potentially contract and the date of the organization's formation. If the legal entity is different from the parent corporation, please indicate the relationship to the parent corporation.

Identify principals of the organization (corporate officers, principal stockholders, general and limited partners, project manager) including the names, addresses, titles, and extent of participation in the project.

**b. Experience and examples of similar work**

Provide a description of the organization's previous relevant experience in the design and implementation of projects similar in size and character over the past 10 years. Describe certifications of employees. Describe previous experience in marketing outreach and marketing plans for this project.

**c. Financial Capacity**

Statement describing the organization's financial strength and business experience. Provide evidence of available capacity to the extent to convince Louisville Metro the respondent has the resources to commit to the project.

List similar projects and values.

Illustrate financial capacity to complete and carry out the project, including assurances that sources are firm and reliable to protect Louisville Metro and ensure a timely and successful completing of the project.

Illustrate financial capacity to complete and carry out the project, including, as applicable, what funding sources will be committed to the project and assurances that sources are firm and reliable to protect Louisville Metro and ensure a timely and successful development.

**d. Criminal Checks**

Include whether your organization does criminal record checks on employees who enter private businesses.

**e. Additional Relevant Information**

Any additional relevant information which may assist in evaluating the firm's qualifications for this project.

**Criteria for Selection:**

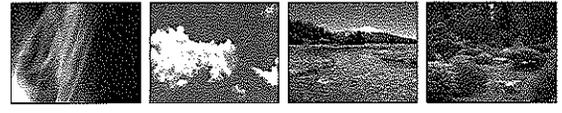
The review team will evaluate the submittals and interview selected proposers.

The following criteria will be used in the selection for interview:

Firm Experience:	30 points
Personnel Experience:	20 Points
Financial Capacity:	30 points
Similar Projects Completed:	10 points
Appropriateness/Thoroughness of Application and Reports:	10 points



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## **2. Statement of Qualifications**

**Individuals assigned by the firm to negotiate and execute agreements on its behalf.**

Johnny Miller  
1831 Plantside Drive  
Louisville, KY 40299  
502-587-8447  
President

Phillip R. Kruer, PE  
1831 Plantside Drive  
Louisville, KY 40299  
502-587-8447  
VP of Engineering

Earthwell Energy Management, Inc.  
1831 Plantside Drive  
Louisville, KY 40299  
Engineering Permit # 2053

Earthwell Energy Management, Inc. is a Sub-Chapter S Corporation incorporated in the State of Kentucky on March 22, 1996.

### **Officers of Corporation:**

Johnny Miller, Founder and President 100% Ownership  
3511 St. Germaine Court  
Louisville, KY 40207

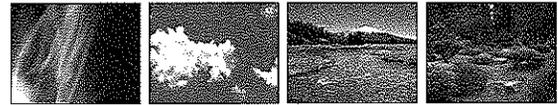
Phillip R. Kruer, PE., Vice President  
10017 Atkins Road  
Floyd Knobs, IN 47119

Kathryn M. Miller, Secretary/Treasurer  
3511 St. Germaine Court  
Louisville, KY 40207

- a. Johnny Miller, President; will oversee all activities and will be the primary negotiator and the point of contact for Metro Louisville. Mr. Miller will coordinate the allocation of resources and will lead the team developing the marketing strategy for the audit program. It will be Mr. Miller's responsibility to ensure the contract responsibilities are effectively and professionally carried out to the satisfaction of the Louisville Jefferson County Metro Government.



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Mr. Miller is primarily responsible for hiring and personnel issues. Mr. Miller will be available to assist in field audits.

Phillip R. Kruer P.E., VP of Engineering; will ensure all audits are professionally executed, verify and confirm all energy conservation measures are viable and that the energy savings are correctly calculated. As a Certified Measurement and Verification Professional, Mr. Kruer will establish the methods to be used to estimate energy savings for each recommended measure. This will include algorithms/models, data collected in the field, and all assumptions required by estimation methods. Mr. Kruer will be available to assist in field audits.

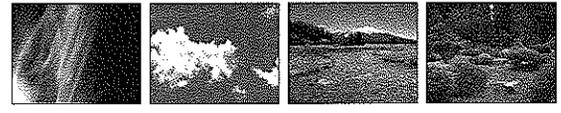
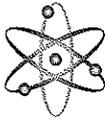
Mary Minoff, Commercial Audit Manager; will provide program management and program administration and will be responsible for processing the audit applications. Ms. Minoff will have the responsibility to assign the audit applications to the appropriate auditor and ensure the timely execution of the audit process. Ms. Minoff will also be responsible for the follow up at the end of Year 1 and 2 to determine the implementation of audit findings performed. Ms. Minoff will be available to assist in field audits

Patti Gravelle, Audit Support Administrator; will be responsible for database management, company call/assistance, maintaining the database that will be used to track customer request, copulation of YTD energy savings (in kwh and btu's), and administrative duties. Ms. Gravelle will also assist the Audit Team in writing audit reports. Ms. Gravelle shall provide the Louisville Jefferson County Metro Government with a monthly report of activity, including audits requested, current backlog, audits in progress and audits completed.

Melanie Hawkins, Office Manager; will assist in administrative duties, company call/assistance and will assist the Audit Team in writing audit reports. Ms. Hawkins processes all invoicing and handles accounts payables.

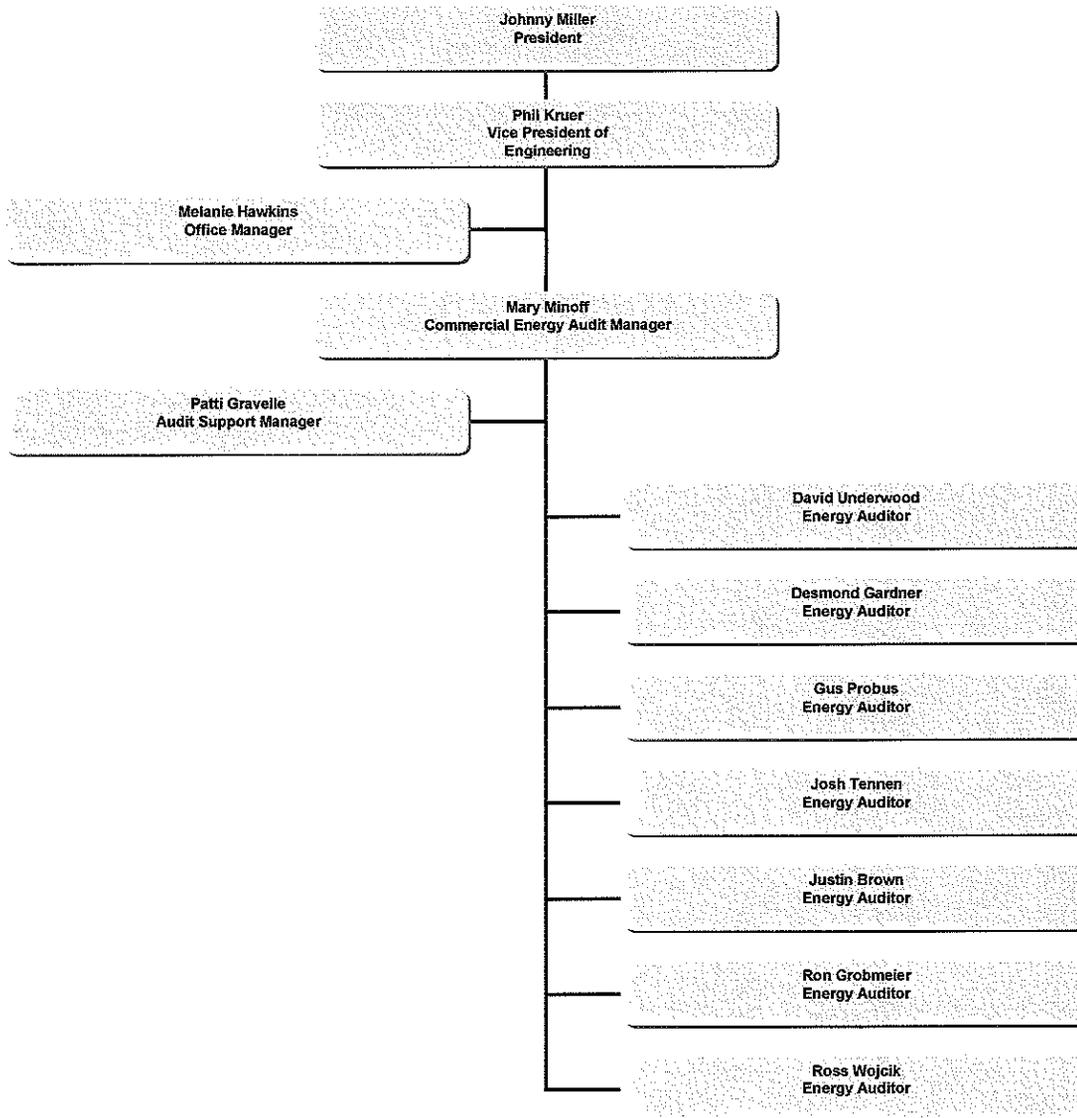
Audit Team; will conduct site surveys, identify energy efficiency opportunities, input and analyze data, generate reports and follow up with customers to answer questions. The Audit Team will consist of the following energy auditors:

Justin Brown  
Desmond Gardner  
Ron Grobmeier  
Gus Probus  
Josh Tennen  
David Underwood  
Ross Wojcik

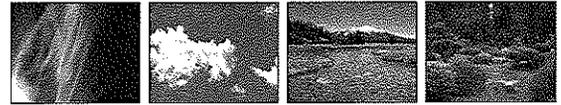


An organizational chart is shown on the next page and resumes of all key personnel are included in the Appendix.

## Organizational Chart AUDIT TEAM



In addition, Earthwell will continue to provide opportunities for students participating in the Engineering Cooperative Education program at the J.B. Speed School of Engineering, University of Louisville.



**b. Experiences and examples of similar work**

As of January 1, 2010 Earthwell Energy Management, Inc. has been contracted by E.ON U.S. to perform energy audits and identify energy efficiency opportunities for customers served on commercial rates. E.ON U.S. is the parent of Louisville Gas & Electric Co. (LG&E) based in Louisville and Kentucky Utilities (KU) based in Lexington. The duration of the contract is three years.

The objectives of the program are to identify energy efficiency opportunities for the company's medium and large commercial class customers through energy audits and to increase implementation rates for effective measures above what had been accomplished previously. The primary emphasis of these audits are for prescriptive measures such as lighting, automation controls, water heating, air conditioning, pumps, motors, HVAC tune-up and other measures that are cost effective, and can be identified and analyzed relatively easily. Cost effective for the purposes of this context means a 7 year payback or less.

To build awareness for the commercial audit program and to enhance the Earthwell brand, direct mail, newspaper advertisement, outdoor advertising and email blast are utilized by Earthwell as a compliment to a comprehensive E.ON marketing campaign.

In 2009, Earthwell exceeded E.ON's expectations in all areas and received a very favorable review. Included in the Appendix is E.ON's year end evaluation for Earthwell and a sample energy audit report.

**Similar Project Experience**

- 1) Earthwell has had a business relationship with Siemens Building Technologies, Inc. since 2004. Contact: Michael Azzara, Business Development Manager, (502) 267-1571. Below is a summary of projects with Siemens Building Technologies, Inc.:

**Featured Energy Projects**

- 2009 Eastern Kentucky University
- 2009 University of Louisville Predictive Medicine
- 2007 Osram Sylvania
- 2006 Presbyterian Theological Seminary
- 2006 St. Joseph Hospital
- 2005 Federal Building Lighting Controls
- 2005 University of Louisville Cardiovascular Innovation Research

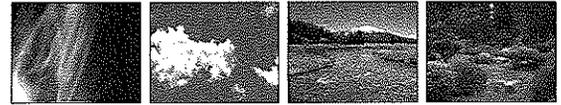
**Building**

- 2004 Knox Central High School



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2004 University of Louisville Dental School  
2004 Cabinet for Human Resources

Major energy conservation measures included on these projects included:

- Investment grade audit
- Energy efficient lighting
- Lighting controls
- Energy management and control systems

2) Earthwell has had a relationship with Humana, Inc. since 2003. Contact: David Noltemeyer, Facility Manager, (502) 580-1380. Testimonial Letter included in Appendix. Below is a summary of Earthwell projects with Humana, Inc.:

#### Featured Energy Projects

2007 Humana Waterside Building  
2003 Humana World Headquarters Building

Major energy conservation measures included on these projects include:

- Investment grade audit
- Retrofit / Replacement of existing lighting system
- Installation of 1116 occupancy sensors
- New fluorescent lighting in the parking garage

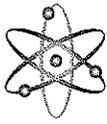
3) Earthwell has had a relationship with Department of Army at Fort Knox since 1996. Contact: Gary Meredith, Directorate of Public Works, Energy / Program Manager, (502) 624-8358. Testimonial Letter included in Appendix. Below is a sampling of Earthwell's projects at Ft. Knox:

#### Featured Energy Projects

2007 Ft. Knox Eco 75  
2006 Ft. Knox Eco 42 – 46  
2006 Ft. Knox Eco 56 High Bays  
2005 Ft. Knox Bldg. 2807 High Bays  
2004 Ft. Knox Disney Barracks  
2004 Ft. Knox Eco 51

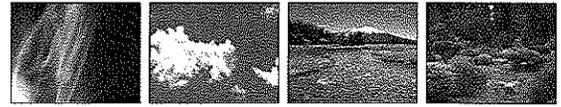
Major energy conservation measures included on these projects include:

- Investment grade audit
- Energy efficient lighting
- Lighting controls
- Agricultural water service
- Domestic water booster pump replacement
- Domestic water conservation
- Solar Photovoltaic/Thermal energy installation



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- Hydrogen Fuel Cell installation
- 4) Earthwell has had a relationship with the Commonwealth of Kentucky since 2004. Contact: Joe Wolford, Finance and Administration Cabinet, (502) 564- 3155 ext. 275. Testimonial Letter included in Appendix. Below is a summary of projects with the Commonwealth of Kentucky:

#### Featured Energy Projects

- 2007 Kentucky International Convention Center
- 2005 Library and Archives
- 2004 Capital Plaza Tower
- 2004 London Madisonville State Office Building
- 2004 Commonwealth of Ky Postal Service Building
- 2004 L&N Building
- 2004 Frankfort Surplus Properties

Major energy conservation measures included on these projects:

- Investment grade audit
- Energy efficient lighting
- Lighting controls
- Agricultural water service
- Domestic water booster pump replacement
- Domestic water conservation
- Condenser water pump variable frequency drive (VFD)
- Energy management and control system strategies

#### c. Financial Capacity

Earthwell Energy Management, Inc. has consistently grown and prospered since incorporating in 1996. We have grown from a start-up operation with one employee to having 28 full-time employees and over a \$1,000,000 annual payroll. Earthwell has completed numerous energy related projects throughout the Midwest saving businesses over \$40,000,000 in energy savings.

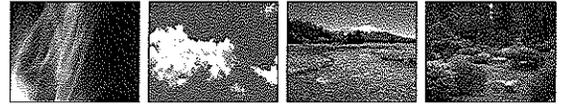
During the last four months of 2009, Earthwell performed an average of 114 audits per month. Current commitments with EON are for 80 to 100 audits per month, which provides an available capacity of roughly 15 to 25 audits per month for this program. As noted earlier, Earthwell can also provide capacity through the use of students in the Engineering Cooperative Education program at the J.B. Speed School of Engineering.

#### d. Criminal Checks

It is Earthwell's corporate policy to conduct criminal background checks on all prospective employees prior to hiring. Earthwell also performs random drug testing on its employees. Available upon request.



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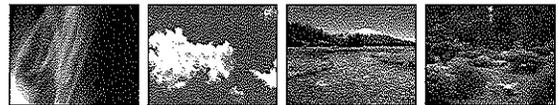
**e. Additional Relevant Information**

Included in Tab 4 of this proposal are sample marketing materials that would be used to market this program to non-profit organizations. These materials include a proposed introductory letter, application form, and follow up postcard. An outline of the energy audit process that is followed once an organization has decided to have an audit is included in Tab 5 of this proposal.

Included in Tab 6 is a preliminary list of non-profit agencies. Based upon this list, there are approximately 255 agencies that may qualify under this program. As such, Earthwell's initial pricing proposal would be that each audit would cost \$500 plus \$0.05 per square foot.



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## Audit Team

### Overview of Staff Experience



**John L. Miller, CSLT** is the Founder and President of Earthwell Energy Management, Inc. and has twenty years of marketing and managerial experience in both structured and entrepreneurial environments. Aside from managing all aspects of the business, Johnny focuses on customer and supplier relations, marketing and company vision. Johnny's responsibilities include business/strategic planning, all financial and administrative responsibilities, facilitation of the establishment of short and long-term goals in the areas of capital allocations and expenditures, sales and team development. Johnny has created the business model that has driven Earthwell from a start-up operation to an organization that has seen positive growth in each of the past fourteen years. Johnny is a graduate of the University of Louisville with a Bachelor of Arts degree in Marketing and is certified by the National Association of Lighting Management Companies. Johnny was recently elected to the Bingham Fellows program for 2010. The topic for the class will be how to position Louisville as a "green" leader in the sustainability movement.

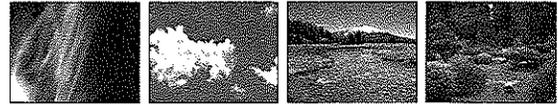


**Phillip R. Kruer, P.E., CEM, CMVP, CSDP, CLEP, CLMC** is the Vice President of Engineering for Earthwell. Phil joined the Earthwell team in 1999. Phil's responsibilities include the development of comprehensive, cost-effective technical solutions to increase customer's operational and energy efficiency, measurement and verification, and new technology research. Phil assists in the design, specification and selection of HVAC systems as well as other energy conservation measures and is primarily responsible for the design of interior and exterior lighting systems and controls. Phil also assists in the measurement and verification of ECM's. Prior to joining the Earthwell team, Phil had over seven years of experience in building automation, facility management, and multi-site energy conservation implementation with BellSouth and Honeywell, Inc. At BellSouth, Phil was the manager of mechanical / building facility management systems (BFMS) where he managed major mechanical and BFMS projects, designed, specified, and selected HVAC systems, supervised consulting engineers, administered HVAC maintenance for over 200 buildings, managed capital and expense budgets, and developed control sequences for energy conservation. At Honeywell, Inc., Phil was a Performance Contracting Engineer (PCE). His responsibilities as a PCE included developing operational and energy efficiency improvements and designing, specifying, and selecting HVAC systems. Phil is a graduate of Purdue University with a Bachelor of Science in Mechanical



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Engineering and is a licensed professional engineer in the State of Kentucky.



**Mary Cabral Minoff** is the Commercial Energy Audit Manager for Earthwell Energy Management. Mary joined Earthwell in 2009. Mary's responsibilities include managing the daily operations of Earthwell's audit program and performing technical audits and energy surveys. Prior to joining the Earthwell team, Mary has over twenty eight years of experience in various capacities in the commercial lighting industry including electrical distribution, independent manufacturer's sales representative, and manufacturer sales. As an independent manufacturer's sales representative, Mary was responsible for providing technical lighting support to architects, electrical engineers and lighting designers while securing and managing projects. As a National Accounts Regional Sales Manager for a major lighting manufacturer, Mary was responsible for a territory that covered over twenty states. Mary helped end users, lighting designers, architects, and electrical distributors develop energy efficient, lighting designs that enabled businesses to increase sales while lowering their operating costs. Mary has a Bachelor of Science in Sociology from Towson University in Baltimore, Maryland.



**Justin A. Brown, EIT, EMIT, LEED AP, CSLT** is an Energy Engineer and a member of the Audit Team for Earthwell Energy Management, Inc. Justin's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Justin also assists in the design, specification, and selection of solar photovoltaic and solar hot water systems ranging from residential to large scale commercial projects. He is proficient with energy efficiency and solar design software including ESim and AutoCad. Prior to working with Earthwell, Justin served as a co-op with General Electric's Appliance Park where he assisted in the organization and efficiency of an assembly line consisting of over 50 employees. Justin also has field experience with Indoor Comfort Controls, a HVAC services company, where he both serviced and repaired residential HVAC systems. Justin is a graduate of the University of Dayton with a Bachelor of Science in Mechanical Engineering and a focus in energy efficiency.

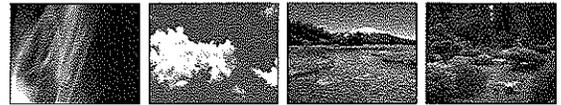


**Gus E. Probus P.E. CSLT**, is a Project Engineer and a member of the Audit Team for Earthwell Energy Management, Inc. Gus's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Prior to joining Earthwell, Gus had over twenty years in the field of construction project management and project development. He most recently worked for Brash and Barry General



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Construction as a Project Manager. Gus has managed projects in excess of \$15,000,000 for both the public and private sector and has run his own construction company for six years. In the field of construction project management, Gus obtained valuable experience in cost control, resource allocation and customer satisfaction. Gus is a graduate of the University of Louisville Speed School and is a licensed professional engineer in both Kentucky and Indiana.



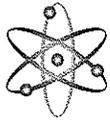
**David J. Underwood, CSLT, EIT, LEED GA**, is an Energy Engineer and a member of the Audit Team for Earthwell Energy Management, Inc. David's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Prior to joining Earthwell, David worked at the University of Louisville conducting graduate research on active and passive solar energy and facilitated the usage of solar energy equipment for educational purposes. David's former research team has submitted a journal article regarding the blockage of passive solar heating during the summer months on a passive solar heating wall. David also traveled to Belize with Engineers without Borders to work on bringing water and waste treatment to a remote village. David has a Masters of Mechanical Engineering and a Certificate in Environmental Engineering from the University of Louisville.



**Joshua L Tennen, CSLT, CRM, LEED Green Associate** is an Environmental Scientist and a member of the Audit Team for Earthwell Energy Management, Inc. Josh's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Prior to joining Earthwell, Josh worked as an Environmental Scientist for the Louisville Metro Air Pollution Control District and the State of Indiana Office of Water Quality. Josh has successfully completed courses in the field of building science and is a Certified Infrared Thermographer. Josh graduated Magna Cum Laude from Northern Arizona University with a Bachelor of Science in Microbiology and Minor in Chemistry. He then continued his formal education at Indiana University School of Public and Environmental Affairs and received a Masters of Science in Environmental Science.

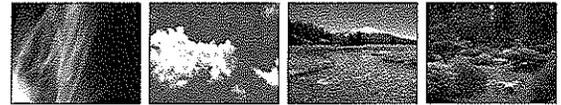


**Ross Wojcik, CSLT, LEED-AP** is a Sales Engineer and a member of the Audit Team for Earthwell Energy Management, Inc. Ross's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Ross has 14 years of experience in the commercial HVAC industry, including manufacturing, marketing, and



# EARTHWELL

ENERGY MANAGEMENT INC.



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new system design and application. Prior to joining Earthwell, Ross worked six years for Thermal Equipment Inc. as a Sales Engineer. His responsibilities included HVAC system design, application and sales to contractors and end users. In that capacity, he had the opportunity to work with numerous architects and engineers assisting in the application and design of heating and air conditioning systems. Ross has been a member of the U.S. Green Building Council (USGBC) for 3 years and serves as the Chapter Programs/CTTC Chairman for the Louisville chapter of the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE). Ross has his Bachelors Degree in Business Administration – Marketing and Management from the University of Louisville



**Ron Grobmeier** is a Senior Sales Associate and a member of the Audit Team for Earthwell Energy Management, Inc. Ron's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Prior to joining the Earthwell, Ron had over twenty eight years of experience with Osram Sylvania as a Senior Account Manager. In this capacity, Ron was responsible for the account management of two major electrical distributors with over twenty eight locations and a sales budget of \$7.5 million. His other responsibilities included national training for electrical distributors, end users, and architects in developing energy efficient lighting designs. In that position, Ron gained valuable expertise in lighting system design and product application, which has brought tremendous lighting resources to the Audit Team.

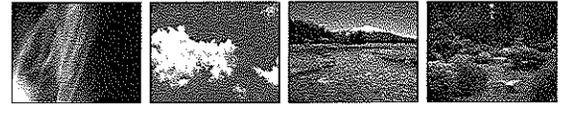


**Desmond Gardner** is a Motors and Drives Specialist and a member of the Audit Team for Earthwell Energy Management, Inc. Desmond's responsibilities include identifying energy efficiency opportunities that will generate energy savings, lower operational cost and reduce carbon emissions. Desmond has been with Earthwell for nine years. He also has fifteen years of experience in automation controls, is a Certified Andover Controls technician, and has installed Honeywell, Trane and Siemens automation systems. Desmond served five years in the United States Air Force as an Electrical Power Production Specialist where he operated and maintained diesel generators and electrical distribution systems. He also gained experience with large commercial uninterruptible power supply systems (UPS). In addition, Desmond is a Certified Healthcare Technician, which allows him to work inside hospitals that require such a certification to perform construction tasks in close proximity to patients and health care providers using proper construction and isolation protocols to isolate patients from the work area.



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**Patricia T. Gravelle** joined Earthwell in 2009 as Audit Support Manager and is responsible for data base management, company call/assistance and handles all administrative duties associated with the day to day operations of Earthwell's auditing services. She also assists the Office Manager and President in other various administrative duties. Patti's career encompasses over 30 years of corporate administration, accounting, inventory management and distribution, and information technology. Before joining the Earthwell team, Patti worked for OneSource Energy Services for eight years as the Division's Contract Manager. She was responsible for coordinating and preparing bids, processing specifications and compiling the information for data on all the service procurements. In addition, she implemented a customer based invoicing system which resulted in an 85% increase in the division's accounts receivable. Patti attended Jefferson Community College and majored in Business Administration. She has taken numerous business courses over the years and is proficient in Excel, Microsoft, Great Plains, Epicor, Vantage, Outlook, Access, Microsoft Outlook, PowerPoint, and other reference Software Training.



**Melanie S. Hawkins** is Earthwell's Office Manager and has been with the company since 2001. Melanie maintains all office records, employee records, accounts payable and receivable, and performs all other office administrative duties. Melanie assists the entire Earthwell team with the development of proposals and other official documents. Prior to joining the Earthwell team, Melanie was with Honeywell Inc. for over nine years where she was a Sales Support Specialist. In that position, she contributed to the achievement of key team goals by providing sales and marketing support to the team members and team leader. Melanie was also responsible for understanding customer needs, preparing proposal materials and assisting sales representatives in the presentation of Honeywell's proposed solutions. Her responsibility also included managing the Louisville Field Office. She has an excellent knowledge of Windows, Word, Excel, and Power Point. Melanie has a Bachelor of Science degree from Western Kentucky University.



Mr. Johnny Miller  
Earthwell Energy Management, Inc.  
1831 Plantside Drive  
Louisville, KY 40299-1931

**E.ON U.S. LLC**  
Customer Energy Efficiency  
220 West Main Street  
Louisville, KY 40202  
[www.eon-us.com/ee](http://www.eon-us.com/ee)

Lisa P. Keels  
Manager, Energy Efficiency  
Operations  
T 502-627-4517  
[Lisa.keels@eon-us.com](mailto:Lisa.keels@eon-us.com)

January 29, 2010

**Subject: 2009 Year End Evaluation**

Dear Mr. Miller

This is a note regarding the 2009 year end evaluation of Earthwell Energy Management, Inc.'s performance during its first year as a Business Partner with LG&E/KU on our commercial energy audit program.

You and your employees were instrumental in helping LG&E/KU surpass the intended 2009 objective of completed audits for our large commercial customers. Our aggressive target of 655 audits was exceeded by 9 with the help of your highly competent staff. The flexibility of your workforce allowed us to provide a large quantity of customers a high quality energy audit in a short amount of time. Strong commitments to safety and customer service are characteristics LG&E/KU continue to seek as we build relationships with Business Partners such as Earthwell.

Earthwell Energy Management, Inc. has exceeded our expectations as an Energy Management Company by demonstrating the proficient knowledge in identifying and implementing energy measures. In addition, we strongly encourage Earthwell to continue to offer E.ON their ideas on how the commercial audit program can be more efficiently implemented and marketed to our customers.

E.ON is proud to partner with an organization such as yours. We are looking forward to another successful year.

Sincerely,

A handwritten signature in cursive script that reads "Lisa P. Keels".

Lisa P. Keels



*e-on* companies

**LG&E**  
***Energy Audit – Initial Assessment***  
***Energy Conservation Measures***

Level 2

Sample  
S 2<sup>nd</sup> Street  
Louisville, KY 40202

Contact:

Title of Contact: Building & Grounds Director

Contact Phone: (502) 587-XXXX

Contact Email:

August 31, 2009

Customer ID:



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1300 West Main Street  
Louisville, KY 40203  
502-587-8447



220 West Main St.  
P.O. Box 32010  
Louisville, KY 40232

August 31, 2009

Sample  
S 2<sup>nd</sup> Street  
Louisville, KY 40202

Attention:  
Subject: Commercial Energy Audit Analysis

Dear Mr. :

E.ON is pleased to present this energy analysis, which includes a number of energy saving measures, specific to your facility. The objective of this program is to give you pertinent information about your facility so you can become more energy efficient.

When implemented, these measures can help your organization:

- Achieve approximately \$34,635.00 in savings per year in addition to a one time E.ON rebate of \$1,140.00
- Be more competitive by improving the bottom line

In addition, by using energy more efficiently, it allows E.ON to:

- Keep energy prices below national average
- Reduce the need to build new power plants
- Create a cleaner environment

This report is provided by Earthwell, our authorized business partner for Large Commercial Audits. As an experienced energy services provider and a licensed electrical contractor, Earthwell has the in-house capability of implementing a variety of energy conservation measures, including some of the measures in this audit report.

Please look at the energy-saving potential suggested in this report and consider the long-term impact and savings you could realize by implementing the recommendations.

Sincerely,

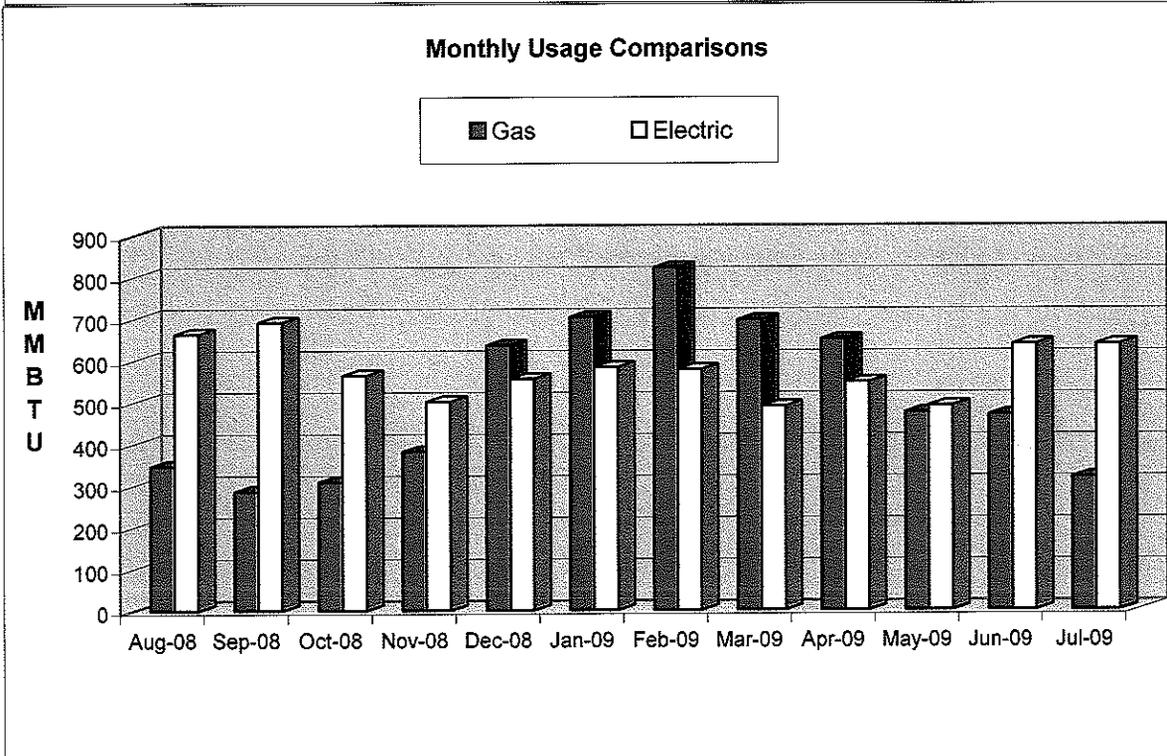
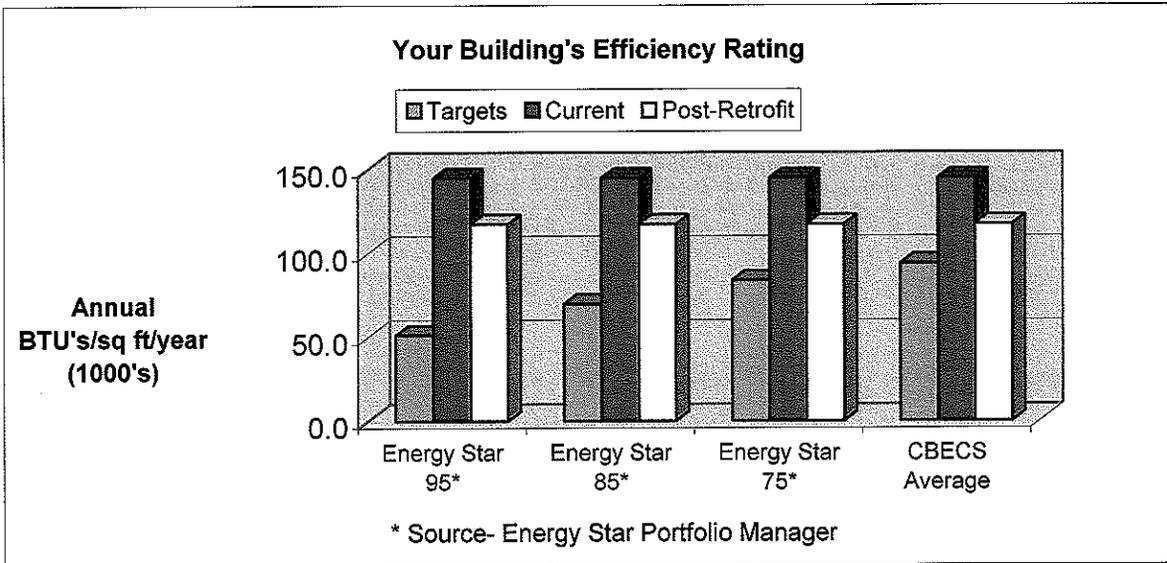
A handwritten signature in cursive script that reads 'Jennifer Rao'.

Jennifer Rao  
Program Manager, Energy Efficiency Department  
1-800-356-5467

### Energy Usage

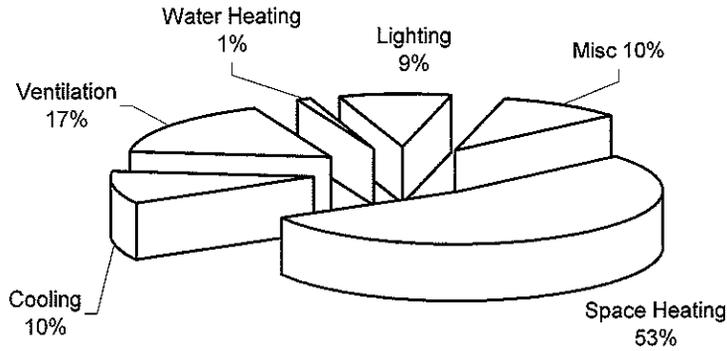
The energy use for the existing facility is 144,822 BTU's per square foot per year or \$2.26 per square foot per year. The national average energy use for this type of Public Assembly Building\*\* is 93,900 BTU's per square foot per year. The existing energy usage has been benchmarked against similar facilities using the Energy Star rating system. When applying for Energy Star certification, a rating of 75 must be achieved to obtain the award.

\*\* Data taken from the 2003 Commercial Buildings Energy Consumption Survey



**Public Space Typical Load % of Usage Annually\***

\* Source 2003 Commercial Buildings Energy Consumption Survey



**Energy Usage for Previous 12 Months**

Month	Natural Gas		Electric	
	MCF Units	Total \$ Nat. Gas	KWH Units	Total \$ Electricity
Aug-08	346.7	\$5,022	194380	\$12,397
Sep-08	285.7	\$5,095	202776	\$12,879
Oct-08	308	\$5,521	165335	\$9,803
Nov-08	382	\$6,544	147057	\$8,867
Dec-08	636	\$8,043	162796	\$9,715
Jan-09	704.2	\$9,037	170933	\$10,339
Feb-09	822.3	\$10,120	169460	\$11,236
Mar-09	696.5	\$8,137	143515	\$10,132
Apr-09	650.6	\$7,402	160373	\$9,411
May-09	474.5	\$4,950	143813	\$9,048
Jun-09	468.6	\$3,586	186824	\$11,520
Jul-09	318.5	\$2,505	186854	\$11,648
<b>Totals</b>	<b>6093.6</b>	<b>\$75,963</b>	<b>2034116</b>	<b>\$126,995</b>

Average Rate Cost of Electricity \$0.0624 /KWH

Average Rate Cost Natural Gas \$12.47 /MCF

Summer Demand  /kw

Winter Demand  /kw

Building Size  /Sq. Ft.

Total Energy Cost \$202,958

Energy \$/Sq.Ft. Before Energy Analysis \$2.26 /Sq. Ft.

**Energy Savings Opportunities**

ECM #	Title	ECM Description	Est. Annual Savings	Est. Full Install Cost	Est. E.ON Rebate **	Est. Full Install Cost After E.ON Rebate	Full Install Payback After E.ON Rebate*** (years)	Est. Materials Only Cost	Est. Materials Only Cost After E.ON Rebate	Materials Only Payback After E.ON Rebate*** (years)	Recommend	Annual KW Demand Saved	Annual KWH Electric Saved	Annual CCF Gas Saved	Annual kWh's Saved
1	Energy Efficient Lighting - General	Retrofit/replacement of incandescent, metal halide, and T-12 fluorescent lighting with energy efficient lighting	\$3,453	\$17,249	\$1,140	\$11,832	4.7	\$8,310	\$7,170	2.1	yes	129	52,938	0	180,624
2	Energy Efficient Lighting - Controls	Installation of photocells and occupancy sensors on existing indoor/outdoor lighting systems	na	not estimated		not estimated	na	na	na	na	no	0	0	0	0
3	Programmable Thermostats	Retrofit of single setpoint thermostats with programmable thermostats	na	not estimated		not estimated	na	na	na	na	no	0	0	0	0
4	Power Factor Correction	Installation of power factor correction capacitors	na	not estimated		not estimated	na	na	na	na	no	0	0	0	0
5	HVAC	Cursey review of major heating, ventilating and cooling equipment	na	not estimated		not estimated	na	na	na	na	no	0	0	0	0
		<b>EON Audit Subtotals</b>	<b>\$3,453</b>	<b>\$17,249</b>	<b>\$1,140</b>	<b>\$16,109</b>	<b>4.7</b>	<b>\$8,310</b>	<b>\$7,170</b>	<b>2.1</b>		<b>129</b>	<b>52,938</b>	<b>0</b>	<b>180,624</b>
<b>ECM's below are beyond those addressed in a standard EON Commercial Energy Audit.</b>															
6	Water Conservation	Installation of water conserving shower heads in locker rooms	\$8,524	\$2,486		\$2,486	0.3	\$1,749	\$1,749	0.2	yes	0	0	3,521	356,677
7	Laundry Machines	Retrofit existing washers with ozone cleaning technology	\$11,815	\$20,280		\$20,280	1.7	\$15,900	\$15,900	1.3	yes	0	134,784	5,870	1,054,514
8	Pool Blanket	Installation of retractable wall-mounted pool blanket for indoor swimming pool	\$6,600	\$50,782		\$50,782	7.7	\$31,858	\$31,858	4.8	yes	0	28,370	4,326	535,022
9	Solar Pool Heating	Installation of roof-mounted solar panels	\$4,107	\$86,400		\$86,400	21.0	\$51,000	\$51,000	12.4	no	0	0	3,294	333,682
10	Kinetic Energy Harvesting	Retrofit existing elliptical machines with energy harvesting devices	\$136	\$14,000		\$14,000	102.9	\$10,000	\$10,000	73.5	no	0	1,850	0	6,312
		<b>Audit Totals</b>	<b>\$34,635</b>	<b>\$191,197</b>	<b>\$1,140</b>	<b>\$190,057</b>	<b>5.5</b>	<b>\$118,817</b>	<b>\$117,677</b>	<b>3.4</b>		<b>129</b>	<b>217,942</b>	<b>17,011</b>	<b>2,466,832</b>

\*\* Commercial Rebate Program from E.ON  
 \*\*\* Paybacks shown include the application of the E.ON Rebate. If customer elects to not apply for available rebates, paybacks would increase and need to be recalculated accordingly.

## ECM #1 Energy Efficient Lighting - General

### Existing Condition:

The existing lighting throughout the building consists primarily of T8 fluorescent lights with electronic ballasts. There are also several lighting fixtures with compact fluorescent lamps. The exit signs are energy efficient and economical light emitting diode (LED) signs. The general lighting around the perimeter of the pool consists of eighteen (18) 320 watt pulse start metal halide high bay fixtures. During the site visit and conversation with the building director, it was noted that the four (4) 250 watt incandescent lights in the pool were deteriorating and in need of replacement. The gymnasium lighting consists of twenty nine (29) 400 watt metal halide high bays. The landscape lighting consists of six (6) 175 watt metal halide in ground fixtures and eight (8) 100 watt metal halide bollards.

### Proposed Solution:

Replace the lighting around the pool with eighteen (18) 2 lamp T5HO vapor-proof fixtures, which will operate at 120 watts per fixture. The new T5HO fixtures will generate a savings of 68% when compared to the existing pulse start metal halide fixtures. Based on the assumption that the incandescent lights in the pool are approximately twelve inches in diameter, replace these fixtures with a 250 watt quartz wet niche fixture.

Replace the gymnasium lighting with energy efficient 4 lamp T5HO high bay fluorescent fixtures with impact guards. These high bay fixtures will operate at 234 watts, which will generate a savings of 41% when compared to the existing metal halide high bays. Replace the lamps in the in-ground landscape fixtures with a 150 watt metal halide super saver lamp. These lamps produce the same light output as the 175 watt lamp, but consume 25 watts less energy.

All lighting calculations are based on manufacturers' published ratings. All lighting replacements and retrofits will produce the same or greater light levels as the existing fixtures.

### Estimated Cost:

\$17,249.00

### Estimated Annual Savings:

\$3,453.00

**ECM #2 Energy Efficient Lighting – Lighting Controls**

**Existing Condition:**

From the energy audit, it was noted that occupancy sensors were not being utilized, but the exterior lighting was on timer control. Occupancy sensors work by monitoring specific areas and automatically turning lights ON when human presence is detected and OFF when the area is no longer occupied. Occupancy sensors contain adjustable settings for delayed OFF time, which can be easily tailored by end-users to meet different application requirements. These simple solutions can reduce the dollars spent on energy while having a positive impact on the bottom line. Shown below are energy savings typically achieved by installing occupancy sensors in different applications:

Typical Energy Savings Achieved: (The Watt Stopper, Inc.)

Private Office	5-70%	Restrooms	30-75%
Open Offices	5-25%	Classrooms	10-75%
Conference Rooms	20-65%	Gyms and Multipurpose	35-70%

In addition to occupancy sensors, daylighting controls can provide the ideal solution for indoor, outdoor, or skylight control of lighting circuits based on natural daylight. When a photocell detects decreasing light levels that corresponds with the LOW set point, the lights are switched on. Conversely, as light levels increase and the sensor's signal matches the HIGH set-point, the lights are switched off, automatically adjusting light levels when natural light is present in the space.

**Proposed Solution:**

Based on the number of lights being controlled by individual switches and the hours of operation, no application for occupancy sensors was identified in the energy audit. The landscape lighting is already under timer control.

**Estimated Cost:**

None

**Estimated Annual Savings:**

Not calculated

## **ECM #3 Programmable Thermostats**

### **Existing Condition:**

The facility is under the control of a Honeywell / Delta building automation system with a Tridium front end. The building automation system is used to schedule the temperature setpoints in the facility.

A programmable thermostat or building automation system allows the building occupant to adjust the heating and air-conditioning setpoints according to a pre-set schedule. As a result, the heating and air conditioning equipment does not have to operate as much when the area is not occupied. Programmable thermostats or building automation systems can store and execute multiple settings each day that can be manually overridden, if necessary, without affecting the rest of the daily or weekly program. Over the weekends, setting the thermostat either up or down as far as 10 degrees from the normal occupied setting while allowing time for the building to be brought back to normal temperature before building occupation is possible.

Setting the thermostat back for an 8 hour period can save up to 1% per degree of setback on the annual heating and cooling energy use. The percentage of savings increases as the length of the setback period increases. Also, for every degree you set the thermostat up or down during occupied hours you impact the heating / cooling portion of your energy use by an additional 3-5%.

### **Proposed Solution:**

Since a building automation system is existing, the savings described above should already be achieved assuming the system is programmed properly. In order to minimize energy consumption, the temperature setpoints should be set as low or high as is comfortable during occupied hours.

### **Estimated Cost:**

None

### **Estimated Annual Savings:**

Not calculated

## **ECM #4 Power Factor Correction**

**Existing Condition:**

A review of the LG&E billing summaries for the last year indicates that the power factor for your account is neither monitored nor reported by LG&E. The effects of poor power factor increase generation and transmission costs to the utility companies. As power factor is improved, the current transmitted from the utility is lowered. Additional loads can be added to the electrical grid without increasing the original system capacity.

For this reason, many utilities often incorporate rate structures that include penalties for poor power factor or incentives to raise the power factor. Installation of power factor correction capacitors can produce substantial monetary savings.

**Proposed Solution:**

No rate penalties are being levied so there are no recommendations for this ECM.

**Estimated Cost:**

None

**Estimated Annual Savings:**

Not calculated

## ECM #5 HVAC

### **Existing Condition:**

Heating and cooling for this facility is provided primarily by a combination of twenty one (21) air handlers, eight (8) packaged rooftop units with direct expansion cooling, one (1) packaged unit mounted on the ground, and gas fired infrared heat. Most but not all of the air handlers have direct expansion cooling and electric heat. The age and condition of the HVAC systems varies.

Air handling unit (AHU) #1 is a Central Aire model L2016 that serves the pool area and is located in the basement. This air handler only has electric heat on it and no cooling. The electric heat is broken into eight stages that total 128 kilowatts (kW).

AHU#2 is a Carrier model 40BA09300 with direct expansion cooling. The unit is located in the basement and supplies the basement area. This air handler is in poor condition and needs replacing. The condensing unit for this system is located on the fifth floor roof and is a Carrier model 38ARZ008601, which was installed in 2006 and has an EER of 12.7.

AHU#3 is a Carrier model 38A060012 with direct expansion cooling and electric heat. This unit is located in the basement, serves the lobby, and is thirty four (34) years old. The unit is in poor condition and needs replacing. The condensing unit for this system is located on the fifth floor roof and is a Carrier model 38ARZ008601, which was installed in 2007 and has an EER of 12.7.

AHU#4 is a new Trane model TWE180B400E1, which is located in the basement and serves the locker rooms. This unit was placed in service in 2009. The condensing unit for this system is located on the fifth floor roof. Information on the condensing unit was not available.

AHU#5 is an Electroduct model F007502029, which is located in the sixth floor north mechanical room. This unit is a heating only makeup air unit for the racquetball courts. The system is over thirty years old and is turned off at the disconnect.

AHU#6 is a Carrier model 40RT016510 with direct expansion cooling. The unit is located in the sixth floor north mechanical room, serves the north racquetball courts, and is over 30 years old. The condensing unit for this system is a Carrier model 38AKS013601, which is located on seventh floor roof and has an EER of approximately 10.8. The insulation on some of the refrigerant lines on the roof has deteriorated and exposed the refrigerant lines.

AHU#7 is a Carrier unit with direct expansion cooling and no heat. The unit is located in the sixth floor south mechanical room and serves the fifth floor weight room. This unit is over 30 years old and needs replacing. The condensing unit for this system is a Carrier model 38CKB0600600, which is located on the seventh floor roof and has an EER of 10.0. The compressor on this unit is reported to not start and has an oil leak at the condenser.

AHU#8 is a Payne model PF1MNB060 with direct expansion cooling. This unit is located in the sixth floor south mechanical room and serves the lower men's metro area. The condensing unit for this system is a Carrier model 38CKB0600600, which is located on the seventh floor roof and has an EER of 10.0.

AHU#9 is a Carrier model 39BA060B12 with direct expansion cooling. The unit is located in the sixth floor south mechanical room and serves the upper men's metro area. This air handler is over thirty years old and needs replacing. The condensing unit for this system is a Carrier model 38AKS012601, which is located on the seventh floor roof and has an EER of approximately 10.6.

AHU#10 is a Carrier unit with direct expansion cooling and electric heat. This unit is located in the sixth floor south mechanical room and serves the south racquetball courts. The condensing unit for this system is a Carrier model 38AKS012601, which is located on the seventh floor roof and has an EER of approximately 10.6.

AHU#13 is a Trane model T-6 cabinet fan that serves the basement area and is located in the basement. This air handler has no heating or cooling and circulates air in the mechanical room.

AHU's #14 and 15 are Carrier units with direct expansion cooling. These units are located in the first floor laundry room and serve the laundry room. The evaporator coils on these units are reported to be plugged and the unit needs replacing. The condensing units for these systems are Carrier models 38CKB036521, which have an EER of 10.0. These units are located on the back stairwell making them difficult to maintain as evidenced by dust clogging the units, which was visible from ground level.

AHU#16 is a Carrier unit with direct expansion cooling, which is located above the ceiling of the deli and serves the deli. The condensing unit for this system is a Rheem model RAKA048CAS, which is located on the back stairwell making it difficult to maintain. The condensing unit is in poor condition and needs replacing.

AHU#17 is a Carrier unit with direct expansion cooling, which is located above the ceiling of studio #1 on the third floor and serves the same room. The condensing unit for this system is a York model H2DA048B546A, which is located on the back stairwell making it difficult to maintain.

AHU#101 is a Magic Aire unit with direct expansion cooling. This unit is located in the second floor mechanical room and serves the lobby. The condensing unit for this system is a Carrier model 38AKS012601, which is located on the fifth floor roof and has an EER of 10.6. The condenser coil has hail damage and needs to be replaced.

AHU#201 is a Carrier model 40RM012B600YL unit with direct expansion cooling. This unit is located in the second floor mechanical room and serves exercise room #204. The condensing unit for this system is a Carrier model 38AKS012601, which is located on the fifth floor roof and has an EER of 10.6. The condenser coil has hail damage and needs to be replaced.

AHU#301 is a Carrier model 40RM012B600YL unit with direct expansion cooling. This unit is located in the third floor mechanical room and serves the cycling room. The condensing unit for this system is a Carrier model 38AKS012601, which is located on the fifth floor roof and has an EER of 10.6.

AHU#302 is a Magic Aire model 48BVWBUXA unit with direct expansion cooling. This unit is located in the second floor mechanical room and serves studio #2 on the third floor. The condensing unit for this system is a Carrier model 38CKC048620, which is located on the fifth floor roof and has an EER of 10.5.

AHU#401 is a Magic Aire model 60BHX3A unit with direct expansion cooling. This unit is located above the fourth floor ceiling by the restrooms and serves the electrical storage room. The condensing unit for this system is a Carrier model 38CKC060620, which is located on the fifth floor roof and has an EER of 10.5.

HMUA#1 is a Carrier unit that has no cooling and provides heated makeup air to the laundry room. The heat on this unit is reported to be inoperative.

The women's locker room is heated and cooled by two packaged rooftop units (RTU), which are both located on the second floor roof. RTU#1 is a Carrier model 48TJD008611GA and serves the upper part of the locker room. RTU#2 is a York model D3CG120N16546B and serves the lower part of the locker room.

The gymnasium is cooled by four, cooling only packaged rooftop units located on the seventh floor roof. These units are numbered RTU#11, RTU#12, RTU#13, and

RTU#14. RTU#14 is a Carrier unit and is covered up and inoperative due to water leaking in around the unit. RTU's #11 and 13 are York models D3CE120A46B. RTU#12 is a Carrier model 50TJ0126116A. All three of these units were operating but the condenser coils all had damage from hail. These units also did not have outdoor air controls on them for ventilation. The gymnasium is heated by gas fired infrared heat from CoRayVac, which is located near the ceiling of the gym. Because of the location of this equipment, it is difficult to reach and service. The heating system is reported to have several burners not working.

The wellness center is heated and cooled by two Carrier model 48HJF025 packaged rooftop units. These units are RTU#401 and RTU#402 and are located on the fifth floor roof. The condenser coil on both of these units also has hail damage.

The basement workout area is cooled by a Trane model YSC060A3EHA001C packaged unit. This unit is mounted on the ground outside the basement workout area and is ducted through the wall. This unit was installed in 2002 and appears to be in fairly good condition.

The boilers for the facility are located in a boiler room at the back corner of the building. Boiler #1 is a Lattner model AN3154483 steam boiler that provides steam for the sauna rooms. Boiler #2 is a Turbopower model 500NHE75ATP, which provides heat for the pool water. This boiler has a thermal efficiency of 83%. Boiler #3 is a Turbopower model 25002P225ATP and is the primary boiler for the domestic hot water. Boiler #4 is a RayPak model WH11000. This boiler is a backup to the primary domestic hot water boiler. Both boilers #3 and #4 are piped to a large storage tank in the basement, which used to be the old boiler. The combustion makeup air dampers in the boiler room appeared to be inoperative. Excess combustion air decreases the efficiency of boilers as heat essentially goes up the stack.

The heating and cooling usage appears to be above normal for a building of this size and primary function. Preventative maintenance is by far the single most important way to maintain your heating and cooling equipment's energy efficiency and service life. It is recommended that you follow the preventative maintenance guidelines listed below. This will help to ensure that your HVAC equipment is operating as efficiently as possible resulting in the lowest energy bill possible.

- Schedule regular maintenance at least once for the heating and again for the cooling season
- Check air handler and visible ductwork for energy wasting leaks
- Clean heating, evaporator and condenser coils
- Make sure condenser fins are not bent which restricts airflow and decreases efficiency

- Inspect refrigerant line insulation
- Replace air filters four times a year
- Inspect and adjust belts, blower and blower bearings
- Clean condensate drain, trap and pan
- Verify heating/cooling controls are operable

**Proposed Solution:**

Repair the boiler dampers. The boiler dampers not operating can result in excess combustion air. High oxygen readings in the flue gas indicate excess air which is going up the stack. High flue gas temperatures indicate low efficiency which may stem from excess combustion air, dirty heat exchange surfaces, or both. All commercial boilers for commercial buildings, regardless of size, should have routine measurements of stack temperature and flue gas analysis at frequent intervals. It is not unusual to find significant excess air especially in buildings where flue gas is not analyzed regularly. Efficiency improvements of 3% to 5% can typically be made in boilers that are not routinely analyzed.

Repair the insulation on the refrigerant lines on the roof. Insulation missing from refrigerant lines affects the performance of the HVAC units and consumes more energy.

A long range plan to replace the existing air handlers and condensing units should be considered. Based upon our observations, we would recommend the following two options.

Option 1: Replace the existing air handling units and condensing units with new water source heat pumps. The water source heat pumps will be approximately 60% more efficient than the existing air cooled condensing units. This system would only require condenser water piping, which does not need to be insulated, to be run through the building. The multiple condensing units on the roofs and back stairwell would be replaced by a single cooling tower on one of the roofs. A chilled water system would be much more difficult to install due to piping needing to be insulated throughout the facility. Assuming a 60% increase in efficiency, the estimated annual savings from converting to water source heat pumps is approximately \$6,940. Compared to option 2, this option offers the additional benefit of removing the condensing units from the exterior of the building. The installation cost for option 1 is \$680,000.

Option 2: A lower cost option that would also produce lower energy savings is to replace the existing air handlers and condensing units as they fail with new air source heat pumps with the electric resistance heat remaining only as auxiliary heat. This option still requires multiple heat pumps to be mounted on the exterior of the building, such as those on the rear stairwell, and insulated refrigerant lines to also be run through



## Commercial Energy Audit

the building. Current Energy Star air source heat pumps are approximately 40% more efficient than most of the existing equipment. Assuming a 40% increase in efficiency, the estimated annual savings from installing air source heat pumps would be \$5,287. The installation cost for option 2 is \$270,000.

### **Estimated Cost:**

\$680,000.00 Option 1

\$270,000.00 Option 2

### **Estimated Annual Savings:**

\$6,940.00 Option 1

\$5,287.00 Option 2

## **ECM #6 Water Conservation**

**Existing Condition:**

The four locker rooms currently have a total of twenty-four (24) shower heads that have a flow rate of 2.5 GPM. The existing faucet aerators have a flow rate of 2.0 GPM.

**Proposed Solution:**

Replace all the existing shower heads with new 1.75 GPM shower heads and the existing faucet aerators with 0.5 GPM aerators. Savings calculations are based on 70% of the 1,100 average daily occupants taking a five minute shower 312 days a year. It is possible to replace the existing faucets with .5 GPM faucets; however user complaints usually result.

**Estimated Cost:**

\$2,486.00

**Estimated Annual Savings:**

\$8,524.00

## **ECM #7 Laundry Machines**

### **Existing Condition:**

The laundry is currently treated with hot water and Ecolab chemicals to clean linens. The industrial washing machines consist of one (1) Milnor washer model number 300226U6J and two (2) Raytheon washers model number UW60PVQU10001. The laundry is dried by four (4) standard driers.

### **Proposed Solution:**

Retrofit the existing washers with ozone laundry support systems. The product is a stand alone, non-invasive system that requires little adjustments from your laundry staff or management. The ozone actually kills bacteria better than current methods and eliminates the need for hot water in the laundry cycle. Additionally, ozone penetrates and aerates fabrics, which results in shorter drying times. Calculations are based on 700 laundry loads per month.

### **Estimated Cost:**

\$20,280.00

### **Estimated Annual Savings:**

\$11,815.00

## ECM #8 Pool Blanket

### Existing Condition:

The 25'x75' indoor pool currently has no cover. Without a cover, the pool water is directly exposed to the surrounding air unnecessarily during unoccupied hours. This exposure results in convective heat losses to the air, which results in unnecessary heating. Additionally, the unnecessary exposure results in evaporative losses that cause heat, water, and chemicals to escape from the pool.

### Proposed Solution:

Install a pool blanket that can provide cover for the pool during unoccupied hours. To reduce the footprint of the blanket when it is not covering the pool, it is recommended to have the blanket installed on the wall opposite the pool entrance on the second street side. The blanket can be mechanically lowered and raised in minutes, so additional savings can be generated during unoccupied times. If covered for more than 30 minutes, the exhaust fans can be shut off, saving exhaust and conditioning costs. Calculations are based on the pool temperature having an annual average temperature of 84 degrees and an unoccupied period of eight hours daily.

### Estimated Cost:

\$50,782.00

### Estimated Annual Savings:

\$6,600.00



## **ECM #9 Solar Pool Heating**

### **Existing Condition:**

The existing pool heating is supplied by a 83% efficient gas Turbopower water heater model number 500NHE75ATP. There is roughly 530 square feet of vacant and shade free roof space for potential solar heating.

### **Proposed Solution:**

Install twenty-five (25) 4x10 glazed solar collectors on the roof which will provide heat to the pool 365 days a year. The panels will be mounted to a steel rack designed to withstand extreme wind loads. A glycol/water mix will be pumped from the solar collectors to a heat exchanger that is connected to the water supply loop for the pool. Calculations are based on the pool temperature having an annual average temperature of 84 degrees. Typical annual solar exposure is also assumed.

### **Estimated Cost:**

\$86,400.00

### **Estimated Annual Savings:**

\$4,107.00

## **ECM #10 Kinetic Energy Harvesting**

### **Existing Condition:**

The existing Precor ellipticals currently do not have kinetic energy harvesting. The ellipticals take any excess energy produced by a workout and dissipate it as heat. Not only does this waste valuable energy, it adds extra heat to the space which results in higher cooling costs.

### **Proposed Solution:**

Install a ReRev™ energy-harnessing system on ten (10) Precor elliptical machines. ReRev™ technology takes the excess energy produced by a workout and converts it to useable electricity that can be added back to the facility's existing electrical grid. An optional display kiosk can be installed on site as a learning tool for customers. Calculations are based on each elliptical having a typical 83 watt hour workout, six times a day.

### **Estimated Cost:**

\$14,000.00

### **Estimated Annual Savings:**

\$136.00

Humana Inc.  
500 West Main Street  
P.O. Box 1438  
Louisville, KY 40201-1438  
www.humana.com

February 10, 2004



Mr. Johnny Miller  
Earthwell Energy Management  
P.O. Box 3044  
Louisville, KY 40201

Dear Johnny,

I would like to commend you and your associates for the excellent service shown before, during and after the recently completed lighting retrofit at our Corporate Headquarters building located at 500 West Main Street, Louisville, Kentucky.

As part of an effort to conserve energy and reduce global greenhouse gas emissions the decision was made to complete the lighting retrofit. Working with Earthwell and Sylvania to plan and implement this project was an effortless process. The detailed study completed and provided by Earthwell was easily understood and useful when comparing with other bidders.

Your installation crew did a wonderful job of cleaning the fixtures and lenses during the retrofit and always made an effort to leave each area as though no work had taken place over the cubicles and offices.

Thank-you for the time and effort displayed during this project.

Sincerely,



David L. Noltemeyer Sr.  
Governance Manager



DEPARTMENT OF THE ARMY  
HEADQUARTERS, U.S. ARMY ARMOR CENTER AND FORT KNOX  
FORT KNOX, KENTUCKY 40121-5000

19 8 NOV. 1997

EARTHWELL ENERGY MANAGEMENT  
1300 WEST MAIN ST  
P.O. BOX 3044  
LOUISVILLE, KY 40201

ATTN: MR JOHNNY MILLER

I received your project list showing the kilowatt hours saved with the economical and environmental impact of these projects. It was quite impressive and will only become more impressive as Earthwell continues on its' mission.

Let me add that I've been very impressed with your work at Ft. Knox. I appreciate your knowledge and recommendations concerning energy efficient lighting products and installations. Fr. Knox's DSM lighting retrofit program in my estimation has been an overwhelming success in which your company has played a major role.

In the past year and a half Earthwell has completed numerous major lighting retrofit projects without the first complaint from occupants of the buildings. You've been able to maximize the governments savings and in most cases dramatically improved the quality of lighting.

Thanks again for the project list and keep up the good work.

Sincerely,

*Gary T. Meredith P.E. Nov 18, 1997*

Gary Meredith  
Energy Coordinator

Energy Conservation



ERNIE FLETCHER  
GOVERNOR

COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DEPARTMENT FOR FACILITIES AND SUPPORT SERVICES  
DIVISION OF ENGINEERING AND CONTRACT ADMINISTRATION  
NEW CAPITOL ANNEX  
702 CAPITAL AVENUE  
FRANKFORT, KY 40601-3482  
(502) 564-3155  
FAX NO. (502) 564-3649  
Jim.Nordmann@ky.gov

ROBBIE RUDOLPH  
SECRETARY

JAMES F. ABBOTT  
COMMISSIONER

JUDE CLARK  
DIRECTOR

March 22, 2005

Mr. Johnny Miller  
President  
Earthwell Energy Management  
1300 W. Main Street  
Louisville, KY 40206

RE: Capital Plaza Tower ESPC Project

Dear Mr. Miller:

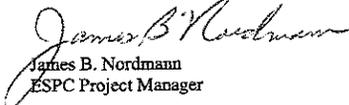
The Capital Plaza Tower Energy Savings Procurement Contracting (ESPC) project was initiated in February, 2003, with the intent that it be limited in duration to six years, since the Commonwealth's plan was to renovate the building in the year 2009. This meant that all project improvements were to pay for themselves in this six year period. Also, it was stipulated that all improvements adopted for the project be of such a nature that they could be retained during the general renovation of the building.

Earthwell Energy Management was selected as the energy service company (ESCO) in March of 2004 and proceeded to establish a group of energy conservation measures that would fit into the cost and time constraints of the project. These measures included, among others, an energy efficient lighting retrofit, domestic water conservation, installation of variable frequency drives and the upgrade of the building's energy management and control system. Of these, the lighting retrofit was, by far, the most extensive and most beneficial. The newer technology lamps installed on this project eliminated costly purchasing and maintenance activities and simultaneously greatly improved the light levels throughout the building.

Your company executed all phases of our ESPC project with the professionalism we expected and in the timeframe that was agreed to at the onset of the project. Your attention to detail meant that the energy conservation measures were installed correctly the first time and that there was no need for rework or call-backs. We were able to satisfy the needs of the building's tenants in keeping them operational during installation and, at the same time, improved their working environment.

It is worth noting that this project will save the Commonwealth of Kentucky approximately \$1,336,000 over the course of the contract. Please feel free to invite any interested parties to visit this facility.

Sincerely,

  
James B. Nordmann  
ESPC Project Manager

C: File

KentuckyUnbridledSpirit.com



An Equal Opportunity Employer M/F/D

**Louisville Metro Economic Development  
(Letter Head)**

Date

Dear Non-Profit,

Louisville Metro Government has contracted Earthwell Energy Management, Inc, to perform energy audits and to identify energy efficiency opportunities for non-profit organizations. Funding for the energy audits comes from American Recovery and Reinvestment Act of 2009 (ARRA) funds made available through the U.S. Department of Energy and Conservation Block Grant to Louisville Metro.

The audit process is designed to identify individual energy conservation measures (ECM's) which have a potential financial payback of seven years. Some of the ECM's typically identified in the audit include energy efficient lighting and lighting controls, energy efficient drives and motors, heating and air conditioning equipment and controls and water conservation.

In the near future, an Earthwell representative will be contacting you to determine if you would like to take advantage of this unique opportunity. The audit will consist of a thirty (30) minute interview process with your facility representative to discuss the general conditions and the operating parameters of your facility. Immediately following the interview, the audit team will require an escort to proceed through the entire facility for the purpose of collecting data, evaluating equipment and identifying (ECM's). Depending on the size of your facility, this process could take from a few hours to the major portion of the day.

Within a few weeks of the completion of the audit, you will receive a comprehensive audit report and analysis. This report will contain all recommended ECM's, the projected energy savings, estimated cost of implementation and the simple payback in years.

As an experienced energy services provider and licensed electrical contractor, Earthwell has the in-house capability of implementing many of the ECM's included in the report. Earthwell is focused on energy services and has no product to sell, thus giving your organization an unbiased opinion in determining how to proceed. Maintaining an objective approach allows Earthwell to be an attractive partner on your energy savings project team.

We greatly appreciate the opportunity to provide this service to you and hope you will utilize this opportunity to maximize your energy savings thereby reducing your environmental carbon emissions.

Sincerely,



A POWER IN ENERGY EFFICIENCY.

## Non-Profit Energy Audit Application Form

### Non-Profit / Facility Information

Name of Organization \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone Number \_\_\_\_\_ Fax \_\_\_\_\_

### Articles of Incorporation - Must be Included

\_\_\_\_\_ (name of organization) is in good standing with the Commonwealth of Kentucky.

Own or rent the facility  Own  Rent/Lease (must provide owner information)

Normal, daily operating hours \_\_\_\_\_

Total occupants during normal operations \_\_\_\_\_

Total square feet of the facility \_\_\_\_\_

Year facility was constructed \_\_\_\_\_

Has building ever been renovated? \_\_\_\_\_

If yes, year of last renovation \_\_\_\_\_

Fuel source used for: Heating \_\_\_\_\_

Cooling \_\_\_\_\_

### Contact Information

Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
 Contact Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

### Owner Information

Owner Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Owner Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_

### Report Delivery

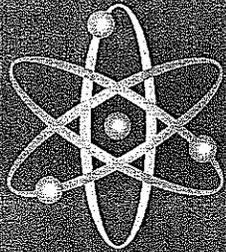
Send Audit Report to: \_\_\_\_\_  
 \_\_\_\_\_

I authorize Earthwell Energy Management, Inc. to conduct an Energy Audit of the organization listed on this form and provide me with an energy savings analysis. I permit LG&E/KU to provide Earthwell with all utility information (usage and cost) for the past twelve months.

This is a service offered by Louisville Metro Government and you are not required to pay a separate fee to receive this service.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Print Name and Title \_\_\_\_\_

To participate in Non-Profit Energy Audit Program, complete, sign and fax this form to: 1-502-587-8272  
 For assistance, please call 1-502-587-8447



# EARTHWELL

ENERGY MANAGEMENT INC.

A POWER IN ENERGY EFFICIENCY.

**502.587.8447**

**www.earthwell.cc**

Energy Services

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## SAVE ENERGY SAVE MONEY

ENERGY AUDITS  
FOR NON-PROFIT  
ORGANIZATIONS



**Energy-  
saving  
measures  
for your  
organization.**

Louisville Metro Government offers a Free investment grade audit thru funding from the American Recovery and Reinvestment Act of 2009.

By participating in this offer you help keep our neighbors working.

To schedule your audit contact Earthwell Energy Management at 502-587-5447 or email [johnny.miller@earthwell.cc](mailto:johnny.miller@earthwell.cc)



## **Earthwell Energy Audit Outline:**

### **I. Pre Audit**

- a. Application received from energy company customer
  - i. Gather building information and utility data (minimum of one year)
  - ii. Collect and review maintenance and repair records
- b. Analyze information to prepare for energy audit
  - i. Correlate weather and energy usage data to find usage trends
  - ii. Compare to typical buildings across the country
  - iii. Estimate power factor correction potential
- c. Request and review previous audits
- d. Discover reason for audit and discuss with management and occupants

### **II. Site Visit**

- a. Meet with decision maker or operator
  - i. Discuss outline of visit
  - ii. Ask for any hazardous or important things to look for while on site
- b. Determine customers financial criteria
  - i. Paybacks or Return on Investments needed for implementation
  - ii. Budget limits
  - iii. Capital Expenses
  - iv. Energy Reduction Goals
  - v. Energy Star or LEED requirements
- c. Observe building and gather data
  - i. Record lamp and ballast type for all lighting fixtures
  - ii. Locate heating and cooling equipment and record all relevant information
  - iii. Observe and record any automated controls in building
  - iv. Search for lighting sensor potential
  - v. Search for programmable thermostat potential
  - vi. Locate and record any major inefficiencies (leaks, blockages, sounds)
  - vii. Record any other major inefficiency involved with the building

### **III. Data entry and Analysis**

- a. Input necessary data into Earthwell and energy company's database
- b. Decide which energy conservation measures are cost effective and continue with analysis
- c. Determine implementation costs
- d. Estimate payback and ROI using computer software and relevant equations

### **IV. Final Report**

- a. Compile final report
  - i. Display total implementation and payback costs for selected energy conservation measures
  - ii. Show comparison of audited building to similar buildings
  - iii. Give detailed description of major inefficiencies involved with the building
  - iv. Educate customer about energy company's rebate program and display final cost after rebates have been included
- b. Peer review report within the company
- c. Send final report to energy company and customer
- d. Follow up with customer to answer any questions about final report and act accordingly if they are interested in proceeding with the recommendations.

## TARGETED NON-PROFIT AGENCIES

#	Organization	Address	City	State	Zip	Email Address	Phone #
1	21 C Museum	700 W. Main Street	Louisville	KY	40202	<a href="http://www.21cmuseum.org">www.21cmuseum.org</a>	502-217-6346
2	A Phillip Randolph Institute	1801 North Western Pkwy	Louisville	KY	40203		502-774-4834
3	Actors Theatre of Louisville	316 W. Main Street	Louisville	KY	40202	<a href="http://www.actorstheatre.org">www.actorstheatre.org</a>	502-584-1205
4	African-American Heritage Center (Property Maintenance)	315 Guthrie Green, #400	Louisville	KY	40202		502-583-4100
5	All Care Community Center	4434 Cane Run Road	Louisville	KY	40216		502-447-1612
6	Alzheimer's Association	6100 Dutchmans Ln. Suite 401	Louisville	KY	40205	<a href="http://www.alz.org">www.alz.org</a>	502-451-4266
7	American Diabetes Association	745 W. Main Street	Louisville	KY	40202	<a href="http://www.diabetes.org">http://www.diabetes.org</a>	800-342-2383
8	Americana Community Center	4801 Southside Drive	Louisville	KY	40214	<a href="http://www.americanacommunitycenter.org">http://www.americanacommunitycenter.org</a>	502-366-7813
9	American Red Cross Louisville Area Chapter	520 E. Chestnut St.	Louisville	KY	40202	<a href="http://www.louisville-redcross.org">www.louisville-redcross.org</a>	502-589-4450
10	Stroke Association					<a href="http://www.americanheart.org">http://www.americanheart.org</a>	502-587-8641
11	Belle of Louisville/Spirit of Jefferson Bellewood Presbyterian Home for Children	401 W. River Road	Louisville	KY	40202	<a href="http://www.belleoflouisville.org">www.belleoflouisville.org</a>	502-574-2992
12	Bellewood Presbyterian Home	11103 Park Road	Louisville	KY	40223	<a href="http://www.bellewood.org">www.bellewood.org</a>	502-245-4171
13	Bellewood Presbyterian Home	982 Eastern Parkway	Louisville	KY	40217		502-636-1936
14	Big Brothers Big Sisters of Kentuckiana, Inc.	1519 Gardiner Ln. #B	Louisville	KY	40218	<a href="http://www.bbbsky.org">www.bbbsky.org</a>	502-587-0494
15	Bingham Clinic	200 E. Chestnut Street #200	Louisville	KY	40202	<a href="http://www.binghamchildguidancecenter.com">www.binghamchildguidancecenter.com</a>	502-852-6941
16	Boy Scouts of America, Lincoln Heritage Council					<a href="http://www.lhcsa.org">www.lhcsa.org</a>	502-361-2624
17	Boys & Girls Clubs of Kentuckiana	1519 Story Avenue	Louisville	KY	40206	<a href="http://www.bgckvana.org">www.bgckvana.org</a>	502-585-5437
18	Bridgehaven, Inc.	950 S. 1st Street	Louisville	KY	40203	<a href="http://www.bridgehaven.org">www.bridgehaven.org</a>	502-585-9444
19	Brooklawn Child & Family Services	2125 Goldsmith Lane	Louisville	KY	40218	<a href="http://www.brooklawn.net">www.brooklawn.net</a>	502-451-5177
20	Builders Exchange-Louisville	2300 Meadow Drive, #100	Louisville	KY	40218	<a href="http://www.bxlou.com">http://www.bxlou.com</a>	502-459-9800
21	California Area Family Development Center, Inc.	1705 S. 13th Street	Louisville	KY	40210	<a href="mailto:callifad@bellsouth.net">callifad@bellsouth.net</a>	502-637-3671
22	Cardinal Hill Rehabilitation Center	9810 Bluegrass Pkwy	Louisville	KY	40299	<a href="http://www.cardinalhill.org">http://www.cardinalhill.org</a>	502-584-9781
23	CASA	514 W. Liberty St. #149	Louisville	KY	40202		502-595-4911
24	Catholic Charities of Louisville, Inc	2911 S. Fourth St.	Louisville	KY	40208	<a href="http://www.cclou.org">www.cclou.org</a>	502-637-9786
25	Catholic Charities Pregnancy	2911 S. Fourth St.	Louisville	KY	40208		502-637-9789
26	Cave Hill Cemetery Co.	701 Baxter Ave.	Louisville	KY	40204	<a href="http://www.cavehillcemetery.com">www.cavehillcemetery.com</a>	502-451-5630
27	Cedar Lake Inc & Subsidiaries	7984 New laGrange Road	Louisville	KY	40222	<a href="http://www.cedarlake.org">www.cedarlake.org</a>	502-425-5323
28	Center for Interfaith Relation	415 W. Muhammad Ali Blvd, #101	Louisville	KY	40202	<a href="http://cathedral-heritage.org">http://cathedral-heritage.org</a>	502-583-3100
29	Center for Neighborhoods	610 S. 4th Street, Suite 701	Louisville	KY	40202		502-589-0343
30	Center for Non-Profit Excellence	323 W. Broadway	Louisville	KY	40202	<a href="http://www.cnpe.org">www.cnpe.org</a>	502-315-2673
31	Center for Women & Families	4303 W. Broadway	Louisville	KY	40211	<a href="http://www.thecenteronline.org">www.thecenteronline.org</a>	502-775-6408
32	Center for Women & Families	927 S. 2nd Street	Louisville	KY	40203	<a href="http://www.thecenteronline.org">www.thecenteronline.org</a>	502-581-7200
33	Center-Non Profit Excellence	323 W. Broadway	Louisville	KY	40202	<a href="http://cnpe.org">http://cnpe.org</a>	502-315-2671
34	Cerebral Palsy Kids Center	982 Eastern Parkway	Louisville	KY	40217	<a href="http://www.cpkidscenter.com">http://www.cpkidscenter.com</a>	502-635-6397
35	Chapel House	945 S. 5th Street	Louisville	KY	40203	<a href="http://ccc1884.org">http://ccc1884.org</a>	502-584-5178

TARGETED NON-PROFIT AGENCIES

36	Citizens Housing Corporation	1005 W. Jefferson St., #A	Louisville	KY	40203	502-584-7146
37	College of the Scriptures, Inc.	4601 Shepherdsville Rd.	Louisville	KY	40218	502-451-4144
38	Coalition for the Homeless					www.louhomeless.org
39	Colon Cancer Prevention Project	2117 Payne Street, #306	Louisville	KY	40206	http://www.coloncancerpreventionproject.com
40	Communications Workers-America	3006 Dixie Highway	Louisville	KY	40216	
41	Community Coordinated Child Care	1215 S. Third St	Louisville	KY	40203	www.4cforkids.org
42	Community Employment Inc.	1974 Douglass Blvd.	Louisville	KY	40205	
43	Community Leadership Alliance	6610 Glendale Road	Louisville	KY	40291	www.communitylivinginc.com
44	Community Living, Inc.					http://www.crlinfo.org
45	Community Resources Network	334 E. Broadway	Louisville	KY	40202	
46	Community Services Project	1106 Penile Rd	Louisville	KY	40272	
47	Corydon Capital State Historic Site	202 E. Walnut	Louisville	KY	47112	www.IN.gov/tourism
48	Council on Mental Retardation, Inc.	1151 S. 4th Street	Louisville	KY	40203	www.councilonmr.org
49	Crescent Hill Woman's Club	2641 Grinstead Drive	Louisville	KY	40206	
50	Crisis & Information Center					www.sevencounties.org
51	Custom Quality Services Inc.	3401 Jewell Ave.	Louisville	KY	40212	www.customqualityservices.org
52	Dare to Care Food Bank	5803 Fern Valley Road	Louisville	KY	40228	www.daretocare.org
53	Day Spring Foundation	3430 Day Spring Court	Louisville	KY	40213	dayspringky.org
54	De Paul School	1925 Duker Avenue	Louisville	KY	40205	http://www.depaulschool.org
55	Dismas House Charities	1209 S. 2nd Street	Louisville	KY	40203	
56	Disabled American Veterans					http://www.dav.org
57	Dismas Charities Diersen	1218 W. Oak Street	Louisville	KY	40210	http://www.dismas.com
58	Dismas Charities Inc	2500 7th Street Road	Louisville	KY	40208	http://www.dismas.com
59	Dismas Charities St Patricks	1301 W. Market Street	Louisville	KY	40203	http://www.dismas.com
60	Dorman Preschool Center					dormanpreschool@bellsouth.net
61	Down Syndrome of Louisville	4604 Bardstown Road	Louisville	KY	40218	http://downsyndromeoflouisville.org
62	Downtown Development Corp.	401 W. Main Street				
63	Dreams With Wings	1579 Bardstown Rd.	Louisville	KY	40205	http://dreamswithwings.org
64	Dreams With Wings-Dream Builders	1838 Bardstown Rd.	Louisville	KY	40205	
65	Eastern Area Communication Ministries	9104 Westport Rd.	Louisville	KY	40242	
66	Eastern Area Community Minstns	11700 Main Street	Louisville	KY	40243	http://www.unitychurchofmiddletown.org
67	Eastern Star Homes in Kentucky	923 Eastern Star Court	Louisville	KY	40204	http://www.easternstarhome.talkspot.com
68	East Louisville Community Ministry	417 E. Broadway	Louisville	KY	40202	
69	ElderServe, Inc.	411 E. Muhammad Ali Blvd	Louisville	KY	40202	www.elderserveinc.org
70	Exploited Children's Help ORG	1500 Poplar Level Rd., #2	Louisville	KY	40217	http://techlou.org
71	Father Maloney's Boys' Haven	2301 Goldsmith Lane	Louisville	KY	40218	www.boyshaven.org
72	Family & Children First	560 S. 4th St #B	Louisville	KY	40202	http://www.familyandchildrenfirst.org
73	Family & Children First	703 S. 31st St	Louisville	KY	40211	http://www.familyandchildrenfirst.org
74	Family & Children First	2303 River Rd. #200	Louisville	KY	40206	http://www.familyandchildrenfirst.org
75	Family & Children's Place	2303 River Road, Second Floor	Louisville	KY	40206	www.familyandchildrensplace.org

TARGETED NON-PROFIT AGENCIES

76	Family Health Centers Inc	2215 Portland Ave.	Louisville	KY	40212	<a href="http://www.fnclouisville.org">www.fnclouisville.org</a>	502-774-4201
77	Family Life Center	919 Palatka Rd.	Louisville	KY	40214		502-366-3030
78	Family Scholar House	806 E. Chestnut St.	Louisville	KY	40204	<a href="http://www.family scholarhouse.org">www.family scholarhouse.org</a>	502-584-8090
79	Fern Creek Highview United	9300Beulah Church Rd.	Louisville	KY	40291	<a href="http://fchum.org">http://fchum.org</a>	502-762-9608
80	Frazier International History Museum	829 W. Main St.	Louisville	KY	40202	<a href="http://www.fraziermuseum.org">www.fraziermuseum.org</a>	502-753-5663
81	Friendship House	960 S. 4th Street	Louisville	KY	40203	<a href="http://www.christiancarecommunities.org">http://www.christiancarecommunities.org</a>	502-589-5747
82	Fresh Air Camp	623 W. Main Street.	Louisville	KY	40202	<a href="http://www.fundforthearts.com">www.fundforthearts.com</a>	502-583-2821
83	Fund for the Arts	900 Gagel Avenue	Louisville	KY	40216		502-582-0100
84	Georgetown Manor Nursing	University of Louisville Belknap Campus	Louisville	KY	40216		502-368-5827
85	Gheens Science Hall & Rauch Planetarium	University of Louisville Belknap Campus	Louisville	KY	40292	<a href="http://www.louisville.edu/planetarium">www.louisville.edu/planetarium</a>	502-852-6664
86	Girls Scouts of Kentuckiana	2115 Lexington Rd.	Louisville	KY	40206	<a href="http://www.kyanags.org">www.kyanags.org</a>	502-636-0900
87	Good Samaritan Society	3500 Good Samaritan Way	Louisville	KY	40299	<a href="http://good-sam.com">http://good-sam.com</a>	502-267-7403
88	Goodwill	909 E. Broadway	Louisville	KY	40204		502-584-8821
89	Greater Louisville Association	12808 Townepark Way	Louisville	KY	40243	<a href="http://lva.org">http://lva.org</a>	502-244-1001
90	Greater Louisville Sports Communication	401 W. Main St. #2200	Louisville	KY	40202	<a href="http://louisvillesports.org">http://louisvillesports.org</a>	502-587-7767
91	GuardiaCare Services, Inc.	215 W. Breckinridge St.	Louisville	KY	40203	<a href="http://www.guardiacare.org">www.guardiacare.org</a>	502-585-9949
92	Habitat for Humanity	1631 Rowan Street	Louisville	KY	40203	<a href="http://www.habitat.org">http://www.habitat.org</a>	502-583-0332
93	Habitat for Humanity	2777 S. Floyd Street	Louisville	KY	40209	<a href="http://www.habitat.org">http://www.habitat.org</a>	502-637-6265
94	Harbor House of Louisville, Inc.	2231 Lower Hunters Trace	Louisville	KY	40216	<a href="http://www.hhlo.org">http://www.hhlo.org</a>	502-719-0072
95	Hayfield Montessori School	2000 Tyler Lane	Louisville	KY	40205	<a href="http://www.hayfieldmontessori.com">http://www.hayfieldmontessori.com</a>	502-454-7122
96	Highlands Community Ministries	2000 Douglass Blvd	Louisville	KY	40205		502-458-3045
97	Highlands Community Ministries	917 Eastern Star Court	Louisville	KY	40204		502-458-8723
98	Highlands Community Ministries	1140 Cherokee Rd.	Louisville	KY	40204		502-451-3695
99	Hillebrand House	1235 S. 3rd Street	Louisville	KY	40203		502-634-4878
100	Historic Locust Grove	561 Blankenbaker lane	Louisville	KY	40207	<a href="http://www.locustgrove.org">www.locustgrove.org</a>	502-897-9845
101	Home of the Innocents	1100 E. Market St.	Louisville	KY	40206	<a href="http://www.homeoftheinnocents.org">www.homeoftheinnocents.org</a>	502-596-1000
102	Homeless Coalition-Louisville	1115 S. 4th Street, #3	Louisville	KY	40203	<a href="http://louisvillehomeless.org">http://louisvillehomeless.org</a>	502-589-0190
103	Hospasus - The Community Hospices of Louisville, Southern Indiana & Central Kentucky	3532 Ephraim McDowell Drive	Louisville	KY	40205	<a href="http://www.hosparus.org">www.hosparus.org</a>	502-456-6200
104	House of Ruth, Inc.	607 E. Saint Catherine St.	Louisville	KY	40203	<a href="http://www.houseofruth.net">www.houseofruth.net</a>	502-587-0722
105	Housing Partnership Inc.	333 Guthrie Green, Suite 404	Louisville	KY	40202	<a href="http://www.wearhpi.org">www.wearhpi.org</a>	502-585-5451
106	INTL Gynecologic Cancer Society	4500Bowling Blvd., #100	Louisville	KY	40207	<a href="http://igcs.org">http://igcs.org</a>	5502-891-4460
107	Iroquois Amphitheater	1080 Amphitheater Road	Louisville	KY	40214	<a href="http://www.iroquoisamphitheater.com">www.iroquoisamphitheater.com</a>	502-368-5865
108	Iroquois Child Care Center, Inc.		Louisville			<a href="mailto:centerroquois@bellsouth.net">centerroquois@bellsouth.net</a>	502-368-3488
109	IUE	5153 Poplar Level Road	Louisville	KY	40219	<a href="http://ibew.org">http://ibew.org</a>	502-969-4461
110	James S Taylor Memorial Home	1015 Magazine Street	Louisville	KY	40203	<a href="http://www.jamestaylor.com">http://www.jamestaylor.com</a>	502-589-9727
111	Jefferson County Cooperative Ext.	810 Barret Ave.	Louisville	KY	40204	<a href="http://www.louisvilleky.gov">http://www.louisvilleky.gov</a>	502-569-2344

TARGETED NON-PROFIT AGENCIES

112	Jefferson Alcohol & Drug Abuse Center - JADAC						<a href="http://www.sevendcounties.org">www.sevendcounties.org</a>	502-583-3951
113	Jefferson County Teachers Association	1941 Bishop Lane #300	Louisville	KY	40218		<a href="http://jcta.org">http://jcta.org</a>	502-454-3400
114	Jefferson Street Baptist Center, Inc.	733 E. Jefferson Street	Louisville	KY	40202			502-584-6543
115	Jewish Community Association of Louisville, Inc						<a href="http://www.jccoflouisville.org">www.jccoflouisville.org</a>	502-238-2777
116	Jewish Community Center	3630 Dutchmans Lane	Louisville	KY	40205		<a href="http://www.jewishlouisville.org">www.jewishlouisville.org</a>	502-451-8840
117	Jewish Family & Career Services						<a href="http://www.jfcs.com">www.jfcs.com</a>	502-452-6341
118	Jewish Family & Vocational Service	2821 Klempner Way	Louisville	KY	40205		<a href="http://jfvs.com">http://jfvs.com</a>	502-452-6341
119	Junior Achievement	1401 W. Muhammad Ali Blvd.	Louisville	KY	40203		<a href="http://jaky.org">http://jaky.org</a>	502-569-9200
120	Kentuckiana Masonry Institute	4517 Poplar Level Rd. #101	Louisville	KY	40213		<a href="http://www.kentuckianamasonry.com">http://www.kentuckianamasonry.com</a>	502-962-2929
121	Kentuckiana People with Aids						<a href="http://www.louisvilleky.gov">http://www.louisvilleky.gov</a>	502-574-5490
122	Kentucky Assn-Health Care	9403 Mill Brook Rd., #1	Louisville	KY	40223		<a href="http://kahcf.org">http://kahcf.org</a>	502-425-5000
123	Kentucky Baptist Foundation	10605 Shelbyville Rd.	Louisville	KY	40223		<a href="http://kybaptistfoundation.org">http://kybaptistfoundation.org</a>	502-244-6466
124	Kentucky Derby Museum	704 Central Ave.	Louisville	KY	40208		<a href="http://www.derbymuseum.org">www.derbymuseum.org</a>	502-637-1111
125	Kentucky Federation of Women's	1228 Cherokee Rd.	Louisville	KY	40204			502-451-8435
126	Kentucky Foundation for Women	332 W. Broadway, #1215	Louisville	KY	40202		<a href="http://kfw.org">http://kfw.org</a>	502-562-0045
127	Kentucky Humane Society	241 Steady Drive	Louisville	KY	40214		<a href="http://www.kyhumane.org">www.kyhumane.org</a>	502-366-3355
128	Kentucky League on Alcohol	2722 Crittenden Drive	Louisville	KY	40209			502-635-0002
129	Kentucky Lions Eye Foundation	301 E. Muhammad Ali Blvd.	Louisville	KY	40202		<a href="http://www.ulieb.com">http://www.ulieb.com</a>	502-583-0564
130	Kentucky Museum of Art & Craft	715 W. Main Street	Louisville	KY	40202		<a href="http://www.kentuckyarts.org">www.kentuckyarts.org</a>	502-589-0102
131	Kentucky Railway Museum	136 S. Main St.	New Haven	KY	40051		<a href="http://www.kyrrail.org">www.kyrrail.org</a>	502-549-5470
132	Kentucky Refugee Ministries	969 Cherokee Rd. #B	Louisville	KY	40204		<a href="http://www.kyrm.org">http://www.kyrm.org</a>	502-479-9180
133	Kentucky Restaurant Association	133 N. Evergreen Rd., #201	Louisville	KY	40243			502-896-0464
134	Kentucky Retired Teachers Assoc.	7505 Bardstown Road	Louisville	KY	40291		<a href="http://www.krta.org">http://www.krta.org</a>	502-231-5802
135	Kentucky Shakespeare Festival							
136	Kentucky World Trade Center	224 S. 2nd St.	Louisville	KY	40202			502-574-2400
137	Kentucky Youth Advocates, Inc.	11001 Bluegrass Pkwy, #200	Louisville	KY	40299		<a href="http://www.kyouth.org">www.kyouth.org</a>	502-895-8167
138	Kenwood Montessori Preschool	224 Woodbine Street	Louisville	KY	40208		<a href="http://kmsky.org">http://kmsky.org</a>	502-634-2075
139	Kids Center for Pediatric Therapies						<a href="http://www.kidscenterky.org">www.kidscenterky.org</a>	502-635-6397
140	Kilgore Samaritan Counseling	3702 Brownsboro Rd.	Louisville	KY	40207			502-897-5305
141	Kling Center, Arthur S.	219 W. Ormsby Ave.	Louisville	KY	40203		<a href="http://www.thekingcenter.org">http://www.thekingcenter.org</a>	502-636-3424
142	Knights of Columbus	4417 Upper River Rd.	Louisville	KY	40222		<a href="http://kofc.org">http://kofc.org</a>	502-893-2220
143	Kosair Shrine Temple	812 S. 2nd Street	Louisville	KY	40203		<a href="http://www.kosair.com">http://www.kosair.com</a>	502-585-5412
144	Leadership Louisville Foundation	732 W. Main Street	Louisville	KY	40202		<a href="http://leadershiplouisville.org">http://leadershiplouisville.org</a>	502-561-0458
145	Learning Disabilities Assoc.	2210 Goldsmith Ln. #118	Louisville	KY	40218		<a href="http://lidaofky.org">http://lidaofky.org</a>	502-473-1256
146	Legal Aid Society	416 W. Muhammad Ali Blvd. Suite 300	Louisville	KY	40202		<a href="http://www.laslou.org">www.laslou.org</a>	502-584-1254
147	Lighthouse Abuse Center		Louisville	KY	40272			502-933-2210
148	Lincoln Foundation Inc.	200 W. Broadway #500	Louisville	KY	40202		<a href="http://www.lincolinfofn.org">http://www.lincolinfofn.org</a>	502-585-4733
149	Louisville Asset Building Coalition						<a href="http://www.labcservices.org">www.labcservices.org</a>	502-581-7262
150	Louisville Central Community Center	1300 W. Muhammad Ali Blvd	Louisville	KY	40203			502-583-8622

TARGETED NON-PROFIT AGENCIES

151	Louisville Central Community Centers, Inc.	1407 W. Jefferson St. #200	Louisville	KY	40203	<a href="http://www.lccnews.org">www.lccnews.org</a>	502-583-8821
152	Louisville Downtown Management Partnership	401 s. 4th St., #555	Louisville	KY	40202	<a href="http://ldmd.org">http://ldmd.org</a>	502-583-1671
153	Louisville Education Employment Partnership					<a href="http://www.jefferson.k12.ky.us/Programs/LEEP/index">www.jefferson.k12.ky.us/Programs/LEEP/index</a>	502-485-3787
154	Louisville Police Athletic League, Inc.	1135 S. 4th St.	Louisville	KY	40203		502-574-7859
155	Louisville Public Media	619 S. Fourth St.	Louisville	KY	40202	<a href="http://www.louisvillepublicmedia.org">www.louisvillepublicmedia.org</a>	502-814-6500
156	Louisville Science Center & IMAX Theatre	727 W. Main St	Louisville	KY	40202	<a href="http://www.louisvillescience.org">www.louisvillescience.org</a>	502-561-6100
157	Louisville Theatrical Association	1535 W. Broadway	Louisville	KY	40203	<a href="http://www.lul.org">www.lul.org</a>	502-585-4622
158	Louisville Urban League						
159	Louisville Visual Art Association at the Water Tower	3005 River Road	Louisville	KY	40207	<a href="http://www.louisvillevisualart.org">www.louisvillevisualart.org</a>	502-896-2146
160	Louisville Youth Development	810 Barret Ave.	Louisville	KY	40204	<a href="http://louisvilleky.gov">http://louisvilleky.gov</a>	502-574-4351
161	Louisville Zoo	1110 Trevillian Way	Louisville	KY	40213	<a href="http://www.louisvillezoo.org">www.louisvillezoo.org</a>	502-459-2181
162	Lyndon Area Business Association	515 Wood Road	Louisville	KY	40222		502-339-9115
163	Main Street Association, Inc.	627 W. Main Street	Louisville	KY	40202	<a href="http://www.mainstreetassociation.com">http://www.mainstreetassociation.com</a>	502-568-2220
164	Maryhurst Inc	1015 Dorsey Lane	Louisville	KY	40223	<a href="http://www.maryhurst.org">www.maryhurst.org</a>	502-245-1576
165	Masonic Lodge	3701 Frankfort Ave.	Louisville	KY	40207	<a href="http://masonichomesky.com">http://masonichomesky.com</a>	502-897-4933
166	Mental Health America-Kentucky	120 Sears Ave. #213	Louisville	KY	40207	<a href="http://www.mhaky.org">http://www.mhaky.org</a>	502-893-0460
167	Meredith-Dunn School	3023 Melbourne Ave.	Louisville	KY	40220	<a href="http://www.meredith-dunn-school.org">http://www.meredith-dunn-school.org</a>	502-569-1020
168	Metacyte Business Laboratory	201 E. Jefferson St.	Louisville	KY	40202	<a href="http://metacyte.biz">http://metacyte.biz</a>	502-778-6664
169	Metro Housing Resource Center	2810 Dumesnil Street	Louisville	KY	40211		502-583-2821
170	Metro United Way	334 E. Broadway	Louisville	KY	40202	<a href="http://www.metrounitedway.org">www.metrounitedway.org</a>	502-584-6858
171	Metropolitan Housing Coalition	2821 Klempner Way	Louisville	KY	40205		502-244-8086
172	Middletown Chamber of Commerce	12906 Shelbyville Rd. #250	Louisville	KY	40243	<a href="http://www.middletownchamber.com">http://www.middletownchamber.com</a>	502-640-8585
173	Montessori School of Louisville, Inc	770 Eastern Parkway	Louisville	KY	40217	<a href="http://www.montessorischooloflouisville.org">http://www.montessorischooloflouisville.org</a>	502-778-6616
174	Mt Lebanon Cedars of Lebanon	2223 Magazine Street	Louisville	KY	40211		502-584-9254
175	Muhammad Ali Center	144 N. Sixth Street	Louisville	KY	40202	<a href="http://www.alicenter.org">www.alicenter.org</a>	
176	Multi-Purpose Community Action Agency, Inc.					<a href="http://www.mppcaa.org">www.mppcaa.org</a>	502-633-7162
177	National Alliance-Mentally Ill	10510 LaGrange Rd. #103	Louisville	KY	40223	<a href="http://nami.org">http://nami.org</a>	502-245-5284
178	National Center for Family	325 W. Main St. #300	Louisville	KY	40202		502-584-1133
179	National Kidney Foundation of Kentucky	250 E. Liberty Street #710	Louisville	KY	40202	<a href="http://www.nkfkf.org">www.nkfkf.org</a>	502-585-5433
180	Neighborhood House, Inc.	201 N. 25th Street	Louisville	KY	40212	<a href="http://www.nhky.org">www.nhky.org</a>	502-774-2322
181	Neighborhood Place	10200 Dixie Hwy	Louisville	KY	40272	<a href="http://www.louisvilleky.gov">http://www.louisvilleky.gov</a>	502-485-7310
182	New Direction Housing Corporation	1719 W. Madison Street	Louisville	KY	40203		502-581-1132
183	New Direction Housing Corporation	1000 E. Liberty St.	Louisville	KY	40204		502-589-2272
184	New Direction Housing Corporation	925 S.26th Street	Louisville	KY	40210	<a href="http://www.ndhc.org">http://www.ndhc.org</a>	502-772-8508
185	North East Louisville Business Association, Inc.	1965 US Highway 42	Louisville	KY	40222		502-855-3406

TARGETED NON-PROFIT AGENCIES

186	Norton Foundation	4350 Brownsboro Rd. #133	Louisville	KY	40207	<a href="http://www.nortonfoundation.com">http://www.nortonfoundation.com</a>	502-893-9549
187	Nurses Professional ORG	1169 Eastern Pkwy, #2200	Louisville	KY	40217		502-459-3393
188	Old Catholic Mission Society	7103 Austinwood Rd.	Louisville	KY	40214		502-368-0871
189	Operation Care, Inc.					<a href="http://www.operationcareky.org">www.operationcareky.org</a>	502-633-1965
190	Options for Individuals Inc	1204 S 3rd Street	Louisville	KY	40203	<a href="http://opts4ind.org">http://opts4ind.org</a>	502-636-9198
191	Papa John 's Cardinal Stadium	2800 S. Floyd St.	Louisville	KY	40209	<a href="http://www.picardinalsstadium.com">www.picardinalsstadium.com</a>	502-852-0083
192	Paralyzed Veterans of America	1030 Goss Ave.	Louisville	KY	40217	<a href="http://www.kipva.org">http://www.kipva.org</a>	502-635-6539
193	Park DuValle Community Health Center Inc.	3015 Wilson Ave.	Louisville	KY	40211	<a href="http://www.pdch.org">http://www.pdch.org</a>	502-774-4401
194	Park DuValle Community Health Center Inc.	2237 Hikes Lane	Louisville	KY	40218	<a href="http://www.pdch.org">http://www.pdch.org</a>	502-479-8930
195	Peace Education Program	318 W. Kentucky St.	Louisville	KY	40203	<a href="http://www.peaceeducationprogram.org">http://www.peaceeducationprogram.org</a>	502-589-6583
196	Plymouth Community Renewal Center	1626 W. Chestnut Street	Louisville	KY	40203		502-583-7889
197	Portland Promise Center	1831 Baird Street	Louisville	KY	40203	<a href="http://www.portlandpromise.com">http://www.portlandpromise.com</a>	502-776-2635
198	Pregnancy Resource Center	1143 S. 6th St.	Louisville	KY	40203		502-583-2151
199	Prodigal Ministries	121 West Oak Street	Louisville	KY	40203		502-588-9096
200	Project One	2600 W. Broadway #301	Louisville	KY	40211		502-778-1003
201	Presbyterian Community Center	701 S. Hancock St.	Louisville	KY	40203	<a href="http://www.pccloouisville.com">www.pccloouisville.com</a>	502-584-0201
202	Regional Cancer Center Corp.	529 S. Jackson St., #205	Louisville	KY	40202		502-587-8537
203	River City Housing	610 S. 4th St. #701	Louisville	KY	40202		502-587-6763
204	Riverside, the Farnsley-Moremén Landing	7410 Moorman Road	Louisville	KY	40272	<a href="http://www.riverside-landing.org">www.riverside-landing.org</a>	502-935-6809
205	Sacred Heart Village	2120 Payne Street	Louisville	KY	40206		502-895-9425
206	Salvation Army Louisville Area Command	3200 Greenwood Ave.	Louisville	KY	40211	<a href="mailto:SALou_volunteer@USS.Salvationarmy.org">SALou_volunteer@USS.Salvationarmy.org</a>	502-774-2305
207	Salvation Army Boys & Girls	5020 E. Indian Trail	Louisville	KY	40218	<a href="http://www.salvationarmy.org">http://www.salvationarmy.org</a>	502-452-9783
208	Salvation Army Boys & Girls	3610 Bohne Ave.	Louisville	KY	40211	<a href="http://www.salvationarmy.org">http://www.salvationarmy.org</a>	502-485-6580
209	Salvation Army Boys & Girls	512 W. Kentucky St.	Louisville	KY	40203	<a href="http://www.salvationarmy.org">http://www.salvationarmy.org</a>	502-671-4910
210	Seven Counties Services Inc.	101 W. Muhammad Ali Blvd	Louisville	KY	40202	<a href="http://www.sevendcounties.org">www.sevendcounties.org</a>	502-589-8600
211	Shelby Center for Disability Services					<a href="mailto:tsclark1@earthlink.net">tsclark1@earthlink.net</a>	502-633-1295
212	Shively Area Ministries	4415 Dixie Highway	Louisville	KY	40216	<a href="http://shivelyministries.com">http://shivelyministries.com</a>	502-447-4330
213	Simmons College of Kentucky	1811 Dumesnil St.	Louisville	KY	40210	<a href="http://www.simmonscollegeky.edu">http://www.simmonscollegeky.edu</a>	502-776-1443
214	Society of St. Vincent de Paul	1015-C S Preston Street	Louisville	KY	40203	<a href="http://www.svdplou.org">http://www.svdplou.org</a>	502-584-2480
215	Society of St. Vincent de Paul	2217 Hikes Lane	Louisville	KY	40218		502-473-8856
216	Society of St. Vincent de Paul	248 E. Market St.	Louisville	KY	40202		502-583-1370
217	Society of St. Vincent de Paul	1032 E. Burnett Ave.	Louisville	KY	40217		502-636-3549
218	Society of St. Vincent de Paul	1029 S. Preston St.	Louisville	KY	40203		502-583-8158
219	Somali Community of KY Inc.	632 Camp Street	Louisville	KY	40203		502-643-8278
220	Sons of the American Rvltm	1000 S. 4th Street	Louisville	KY	40203	<a href="http://sar.org">http://sar.org</a>	502-589-1776
221	South Louisville Community Center	2911 Taylor Blvd	Louisville	KY	40208		502-574-3206
222	South Louisville Community Ministries, Inc.	4803 Southside Drive	Louisville	KY	40214	<a href="http://slcm.org">http://slcm.org</a>	6 502-366-0959

TARGETED NON-PROFIT AGENCIES

223	Southwest Center - Dev Disabled	8009 Terry Road	Louisville	KY	40258	502-935-1848
224	Southwest Community Ministries	9900 Stonestreet Rd.	Louisville	KY	40272	502-935-0310
225	Southern Star Development	2308 Algonquin Pkwy	Louisville	KY	40210	502-775-8198
226	Speed Art Museum	2035 S. Third St	Louisville	KY	40208	<a href="http://www.speedmuseum.org">www.speedmuseum.org</a>
227	Squallis Puppeteers	770 Eastern Pkwy	Louisville	KY	40217	<a href="http://squallispuppeteers.com">http://squallispuppeteers.com</a>
228	St. Anthony's Outreach Center	2234 W. Market St.	Louisville	KY	40212	502-776-9126
229	St. Benedict Center for Early Childhood Education Inc.					<a href="mailto:sibencntr@ccol.net">sibencntr@ccol.net</a>
230	St. George Community Center	1205 S. 26th Street	Louisville	KY	40210	502-772-7324
231	St. John Center, Inc.	700 E. Muhammad Ali Bvd	Louisville	KY	40202	502-775-6232
232	St Matthews Area Ministries	201 Biltmore Road	Louisville	KY	40207	<a href="http://www.stjohncenter.org">http://www.stjohncenter.org</a>
233	The Center for Women & Families	927 S. Second Street.	Louisville	KY	40201	<a href="http://www.thecenteronline.org">www.thecenteronline.org</a>
234	The Filson Historical Society	1310 S. Third St.	Louisville	KY	40208	<a href="http://www.filsonhistorical.org">www.filsonhistorical.org</a>
235	The HDB Service Group, Inc.					<a href="http://www.hdbservicegroup.com">www.hdbservicegroup.com</a>
236	The Healing Place	1020 W. Market Street.	Louisville	KY	40202	<a href="http://www.thehealingplace.org">www.thehealingplace.org</a>
237	The Housing Partnership, Inc.	333 Guthrie Street	Louisville	KY	40202	<a href="http://www.housingpartnershipinc.org">http://www.housingpartnershipinc.org</a>
238	The Housing Partnership, Inc.	3659 Dena Drive	Louisville	KY	40215	502-515-1446
239	The Kentucky Center	501 W. Main Street	Louisville	KY	40202	<a href="http://www.kentuckycenter.org">www.kentuckycenter.org</a>
240	The Louisville Orchestra	323 W. Broadway, Suite 700	Louisville	KY	40202	<a href="http://www.louisvilleorchestra.org">www.louisvilleorchestra.org</a>
241	The Salvation Army	911 S. Brook Street	Louisville	KY	40203	<a href="http://www.salvationarmylouisville.com">www.salvationarmylouisville.com</a>
242	Tri-County Community Action Agency, Inc.					<a href="http://www.tricountycaaky.org">www.tricountycaaky.org</a>
243	Visually Impaired Preschool Services (VIPS)	1906 Goldsmith Lane	Louisville	KY	40218	502-636-0024
244	Volunteers of America of Kentucky	933 Goss Ave.	Louisville	KY	40217	<a href="http://www.vips.org">www.vips.org</a> <a href="http://www.voakv.org">www.voakv.org</a>
245	Walden Theatre					
246	Wayside Christian Mission	432 E. Jefferson St.	Louisville	KY	40202	<a href="http://www.waysidechristianmission.org">www.waysidechristianmission.org</a>
247	Wellspring	841 E. Chestnut St.	Louisville	KY	40204	502-584-3711
248	Wellspring	1382 S. 3rd St.	Louisville	KY	40208	502-561-1051
249	Wellspring Crisis Unit	120 W. College St.	Louisville	KY	40203	502-637-4361
250	Wesley House Community Services	5114 Preston Highway	Louisville	KY	40213	<a href="http://www.wellspring-house.org">www.wellspring-house.org</a> <a href="http://www.wesleyhouseky.net">www.wesleyhouseky.net</a>
251	West Louisville Performing Arts Academy					
252	YMCA of Greater Louisville	545 S. Second St.	Louisville	KY	40202	<a href="http://www.ymcalouisville.org">www.ymcalouisville.org</a>
253	YMCA of Greater Louisville	5930 Six Mile Ln.	Louisville	KY	40218	502-587-9622
254	Youth Alive	1811 Dumesnil Street	Louisville	KY	40210	<a href="http://www.youthalive.louisville.com">http://www.youthalive.louisville.com</a>
255	Zoom Group					<a href="http://www.zoomgroup.org">www.zoomgroup.org</a>
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## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Earthwell Energy Management, Inc.**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

**1831 Plantside Drive**

City, state, and ZIP code

**Louisville, KY 40299**

Requester's name and address (optional)

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

*J. Miller*

Date ▶

*Feb 3, 2010*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,