



Michael Christensen - East U.S. Manager
866-553-5590 • MikeC@SolarBee.com

Represented locally by Eshelman Co.
Lynn Green, P.E. • 615-370-5576

Proposal for:
City of Franklin, TN

c/o Russell Sullivan

Contract No. 2011-0192



January 5, 2012



Photo of Franklin Raw Water Reversal provided by Google Earth

1.0 PROJECT DESCRIPTION

1.1 Name and Location of the Reservoir:

Franklin Raw Water Reservoir - Franklin, TN (GPS Coordinates: 35.903641°, -86.853887°)

1.2 Description of the Reservoir:

This is a 24-acre drinking water reservoir with a 14-foot maximum depth. All of the water is pumped in from the Harpeth River. The reservoir was recently cleaned out and a liner was installed. No recreation or boat traffic of any kind is seen on the reservoir. Copper sulfate was used in the past to treat the blue-green algae, however, since the liner was put in, hydrogen peroxide is currently dripped around the banks of the reservoir.

1.3 SolarBee Objectives, the Problems to Solve:

Epimetric deployment - Primary Objectives - To provide long-distance circulation in order to control harmful blue-green algae blooms, to prevent stagnation, and to improve dissolved oxygen distribution and overall water quality.

1.4 SolarBee's Recommendation:

To meet the above objective, we recommend the installation of one (1) SB10000 v18 machine.

This machine should prevent surface water stagnation and associated harmful blue-green algae blooms, which give off MIB and geosmin, and in turn reduce the amount of algal biomass (and biochemical oxygen demands) going to the bottom. By controlling algal blooms and enhancing the distribution of dissolved oxygen in the water column, the reservoir should be healthier with improved water quality.

Note: with SolarBee's ecological approach, we strongly discourage the use of algacides (including copper sulfate and hydrogen peroxide).

1.5 Proposed Layout:



SB10000 v18 machine is not drawn to scale, and final placement will be determined prior to installation.

2.0 INVESTMENT OPTIONS

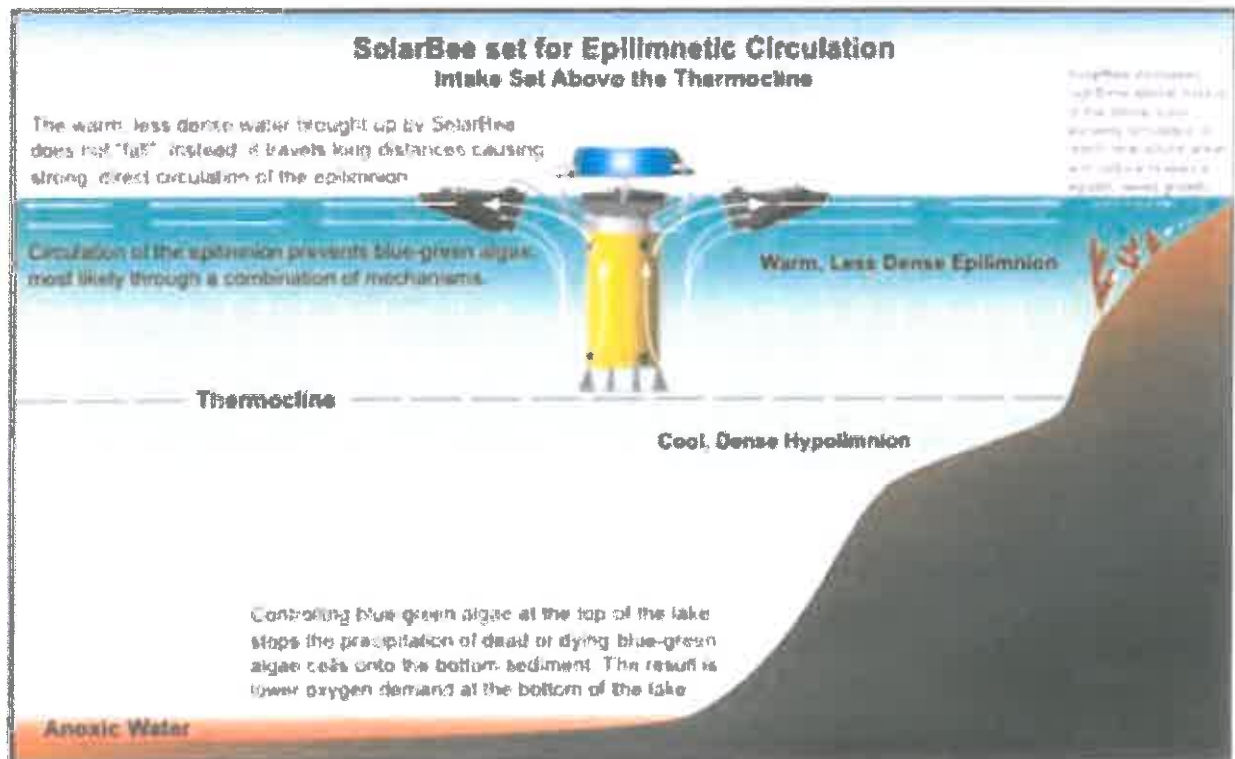
2.1 Recommended Machine & Service Program:

Description	Purchase Cost Total
One (1) SB10000 v18 machine per above:	\$49,572.00
Factory delivery, installation, and startup:	\$7,458.00
Total for equipment, factory delivery, installation and startup:	\$57,030.00
Optional - Beekeeper Service Program for year 1:	\$1,426.00
Total Investment (with Beekeeper Service Program included for year 1):	\$58,456.00

Appendix A: Equipment

SB10000 v18 (Epilimnetic Circulation):

The SB10000 v18 features a 10,000 gpm (14.4 MGD) total flow leaving the machine, near laminar flow output for long distance circulation, 316 stainless steel and non-corrosion polymer construction, 25-year life high efficiency brushless electric motor design that provides day and night operation with a solar-charged battery power system, digital control system for intelligent power management with factory programmed reverse functions and anti-jam routines specific to this application, SCADA outputs, three (3) 80-watt solar panels, 36" diameter intake hose, anchoring system, and bird deterrent. See Appendix D - SolarBee Limited Replacement Warranty for information on the most extensive warranty in the industry.



Appendix B: Factory Delivery and Field Services

SolarBee, Inc. sends a factory trained Delivery & Field Services Team with specialized equipment to deliver, assemble, place, and start up your SolarBee machine(s). A training session on operation and maintenance is also provided for your personnel. Each Team member undergoes training such as Fall Protection, Confined Space Entry, Working Over Water, and Water Quality Testing.

As part of our standard operating procedures, the factory trained Delivery & Field Services Team will conduct vertical profiles with a YSI multi-parameter submersible probe, and at each test point measure dissolved oxygen, pH, temperature and specific conductance at every foot from the surface down to a depth of 25 feet, and at 5-foot intervals thereafter. A Secchi depth measurement will also be made at each test location. GPS coordinates are recorded for each machine and test point location.

Your water quality is our highest priority. Our commitment continues long after the Delivery & Field Services Team leaves your location and we strive to maintain contact with all our customers. Our Customer Service, Application Engineering, and Science Departments are available for any questions regarding machine operation and water quality.

Appendix C: Beekeeper Service Program

The Beekeeper is a program that utilizes Factory Crews to service and maintain proprietary designed equipment. The Beekeeper provides for more than just maintenance and service:

- It extends the warranty during the term of the Beekeeper
- It covers damage from Acts of God and vandalism
- It provides for power system upgrades and updates
- It provides hardware, firmware, and software for computer upgrades
- It provides scientific and technical support
- It provides for scheduled and unscheduled field service calls
- and much more, please request the Beekeeper brochure for more details

Optional Adder - Beekeeper Service Program for year 1	\$1,426.00
Optional Adder - Beekeeper Service Program for year 2	\$1,426.00
Optional Adder - Beekeeper Service Program for year 3	\$3,422.00
Optional Adder - Beekeeper Service Program for year 4	\$3,422.00
Optional Adder - Beekeeper Service Program for year 5	\$3,422.00
Total Beekeeper cost for years 1 through 5:	\$13,118.00

Appendix D: General Provisions

Purchase of the SolarBee circulation equipment in this quotation is an "Equipment Purchase," not a "Construction Project":

SolarBee circulation equipment is portable, and can be easily relocated or removed entirely from the premises at any time. They do not become an integral part of any building or other structure, and never become part of "real estate". Therefore, to purchase SolarBee circulation equipment, the city or other organization purchasing SolarBees should use the same procedure as for purchasing other portable equipment, such as a forklift, a drill press, or an office desk. SolarBee reserves the right not to accept an order if the purchase is incorrectly characterized as a "construction" project. SolarBee, Inc. has not found any state or other jurisdiction where construction or contractor statutes apply to portable equipment that is sold by a factory, with on-site final assembly and startup performed by factory personnel.

Assumptions:

This quotation may be based on worksheets and calculations that have been provided to the customer, either previously or else attached to this quotation. The customer should bring to our attention any discrepancies in data used for these calculations.

Quotation Validity Term:

This quotation replaces all prior quotations for this project. It is valid until replaced by a subsequent quotation, or for 60 days, whichever occurs first.

Delivery Time:

Delivery time varies, but is usually within 4-8 weeks from order date

Payment Terms:

Payment is due 30 days after invoice date, and invoicing occurs upon completion of installation and startup.

Currency:

All prices shown are in U. S. Dollars, and all payments made must be in U. S. Dollars.

Add for Taxes, Governmental Fees, and Special Insurance Requirements:

Except as indicated above, no taxes, tariffs or other governmental fees are included in the quote shown above, nor are there any costs added for special insurance coverage the customer may require.

Regarding insurance, SolarBee, Inc. maintains adequate liability and workman's compensation insurance to generally comply with its requirements for doing business in all fifty U. S. states, and will provide at no charge certificates of insurance when requested. However, if additional insurance or endorsements beyond the company's standard policy are required by the customer, then the costs of those additional provisions and/or endorsements will be added to the invoice to the customer after the costs become known.

Maintenance and Safety:

The customer agrees to follow proper maintenance instructions regarding the equipment as contained in the safety manual that accompanies the equipment or sent to the customer's address. It is the customer's responsibility to make sure that the circulators are used in a manner that keeps the ponds safe for people that may access them.

Government Regulatory Compliance:

In all reservoir/tank systems the customer must comply with all applicable governmental regulations. It is the customer's sole responsibility to inquire about governmental regulations and ensure that SolarBees are deployed and maintained so as to remain in compliance with these regulations and guidelines.

SolarBee Limited Replacement Warranty:

All new and factory-rebuilt SolarBee equipment is warranted to be free of defective parts, materials, and workmanship for a period of 2 years from the date of installation. In addition, the SolarBee brushless motor is warranted for a period of 10 years from the date of installation. Photovoltaic modules (solar panels) carry manufacturer warranties, some ranging up to 25 years (see manufacturers' warranty for details). This warranty is valid only for SolarBee equipment used in accordance with the owner's manual, and consistent with any initial and ongoing factory recommendations. This warranty is limited to the repair or replacement of defective components, at SolarBee's discretion. The first 2 years the warranty also includes both parts and labor. In lieu of sending a factory service crew to the site for minor repairs, SolarBee, Inc. may choose to send the replacement parts to the owner postage-paid and, in some cases, may pay the owner a reasonable labor allowance to install the parts.

Except as stated above, SolarBee and its affiliates expressly disclaim any and all express or implied conditions, representations and warranties on products furnished hereunder, including without limitation all implied warranties of merchantability or fitness for a particular purpose.

Please consult your state law regarding this warranty as certain states may have legal provisions affecting the scope of this warranty.

Method of acceptance of this quotation:

To accept this quotation, please sign below and issue a purchase order to SolarBee, Inc., 3225 Hwy. 22, Dickinson, ND 58601. The purchase order can be mailed, or it can be faxed to 701-225-0002 at the home office. The purchase order should refer to the date of this quotation, and will be assumed to include this entire quotation by reference.

If purchase orders are not utilized, please sign and date the last page of this proposal, provide billing information, and either fax to 701-225-0002 or email to Orderprocessing@SolarBee.com

Entire Agreement:

This quotation, together with the City of Franklin Standard Procurement Terms and Conditions attached hereto, represent the entire agreement by and between the parties hereto.

Offered by SolarBee, Inc.

By: Cliff Tormaschy

Its: Sales Manager

Signature: Cliff Tormaschy

Date: 1-5-12

Accepted by City of Franklin, IN

By: Dr. Ken Moore, Mayor

Signature: _____

Date: _____

Attest: Eric S. Stuckey, City Administrator

Signature: _____

Date: _____

Approved as to form

By: Kristen Conn, Staff Attorney

Signature: _____

Date: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: Purchasing Manager
Re: City of Franklin Purchasing Office Solicitation No. not -app
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615/550-0079
E-mail: purchasing@franklintn.gov

In the case of Vendor:

SolarBee, Inc.
Attn Willard Tormaschy
3225 Hwy 22
Dickinson ND 58601-9419
701-225-0002
OrderProcessing@SolarBee.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Vendor's negligent act, error or omission in the performance of the services of this agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Vendor and City, they shall be borne by each party in proportion to its own negligence. The terms and conditions of this paragraph shall survive completion of this services agreement.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. **Breach.** Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“**Severability**”) above, and may also have such other remedies as it may be entitled to in law or in equity.

17. **Default.** If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

18. **Entire Agreement.** These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. **Survival.** These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

The BeeKeeper Service Program (BeeKeeper) ensures the SolarBee equipment is well maintained and operating at peak performance thus achieving the best possible water quality. The BeeKeeper allows our customers to take full advantage of our equipment, experience and training to protect their investment in water quality. Benefits Include:

Universal Damage Repair: Tornadoes, hurricanes, vandalism, lightning...you name it, it's covered! All structural repairs and replacement parts needed from damage incurred for any reason are covered. This includes acts of nature, accidents and vandalism. This coverage alone can save you thousands, tens of thousands, or hundreds of thousands of dollars should disaster strike.



Power System Upgrades and Updates: Technology moves fast in today's world and we are moving just as fast to keep on the leading edge. All hardware, software and firmware upgrades are included as they become available. The heart of the superb SolarBee performance is the large low-rpm digital brushless high-torque motor, PV modules, battery system and computerized power management system. SolarBee has invested millions of dollars to develop these computerized controls and continually improve them for increased machine performance, self-diagnostics, self-repair and reliability.

Access to On-Staff Water Quality Experts: Our water quality experts are available for data analysis and application troubleshooting if the need arises. SolarBee obtained water quality data and customer water quality data will be analyzed including expert review and free conference calls to discuss water quality issues. SolarBee employs many experts in the water quality field including specialized areas such as limnology, hydrology, toxicology, wastewater, oceanography, biology and engineering.

Guaranteed Periodic On-Site Maintenance Throughout the Year: The power system, impeller, intake, structural components and the electronic systems are inspected. The solar modules and flow dish are adjusted and cleaned. In all, complete inspection is completed for mechanical, structural and electronic items. All necessary or advisable machine repairs and/or upgrades are also made. Water quality testing will be conducted at the time of service (weather permitting). A water quality test report and site visit report are forwarded to the customer after each service call.

Rapid On-Site Response for Critical Service Issues: We have Field Teams covering the United States and Canada at any given time ensuring we can help you when you need it most! Life is unpredictable, but a rapid SolarBee response is something you can count on. The SolarBee Customer Service Department is also available to assist with troubleshooting, as they are only a phone call or an email away.

Removal, Storage and Re-Installation: If a SolarBee needs to be removed for any reason, SolarBee offers removal, storage, and reinstallation of the machine at a discounted BeeKeeper rate.

Trained and Experienced Service Technicians: Our BeeKeeper Service Program allows our customers to take advantage of our highly trained service technicians. We have the equipment, experience, and training to ensure the SolarBees are well maintained while following OSHA regulations. Our dedication to safety and high level of training has earned us the prestigious SHARP recognition award. We have the means to safely service the equipment whether in a tank, reservoir, or wastewater pond.

Technology Description:	Floating, solar powered, circulation equipment for wastewater treatment and freshwater applications. Day/night operation on solar only by utilizing a battery to store excess daytime energy for nighttime operation.
Flow Rates:	<i>Flow rates at full speed at 10 feet (3 meter) diameter.</i>
Direct Flow Rate - Day	3,000 gallons per minute, (12,000 Liters per minute).
Induced Flow Rate - Day	7,000 gallons per minute. (26,000 Liters per minute).
Combined Flow Rate - Day	10,000 gallons per minute. (38,000 Liters per minute).
Combined Flow Rate - Night	10,000 gallons per minute (38,000 Liters per minute).
Machine Size/Weight:	Assembled machine is 16 feet (5m) in diameter and weighs 850 pounds (380kg).
Materials of Construction:	316 stainless steel construction. Foam-filled high-density polyethylene (HDPE) floats. Thermoplastic rubber intake hose. HDPE strainer. Concrete mooring blocks are encapsulated in HDPE.
Drive System:	High torque, direct drive (no gearbox), low voltage brushless D.C. motor.
Power Supply/Control System:	<i>PV solar panels are protected from bird fouling with bird deterrent kit.</i>
PV Solar Panels	3 X 80-watt photovoltaic solar panels orientated in triangular pattern. On-board battery storage for day/night operation.
Electronic Controller	Digital solid-state controller, mounted in weather-tight (NEMA 4X) enclosure with externally fused disconnect. SCADA output through RS-232 serial communication (Modbus RTU), DB9 male connection point inside enclosure. Wireless options available, not included.
Wiring	Corrosion-resistant industrial cord with molded watertight connectors that are indexed to prevent improper wiring.
Rotating Assembly:	Removable assembly with easy access to motor and digital controller. Impeller handles 4-inch (10 cm) spherical solids. Oil-filled (food grade) teflon freeze sleeve with o-rings, shaft. Rotational indicator on shaft.
Flotation System:	Three floats in triangular pattern each with an adjustable float arm for proper vertical positioning, total float buoyancy of 1,200 pounds (550kg).
Fluid Intake Assembly - Option 1:	<i>Hose system bolted to bottom of structural assembly.</i>
Hose System	10 to 100 feet (3 to 30.5 meters) available in 36 inch (91 cm) diameter X 10, 15, or 20 feet (3, 4.5, 6 meter) sections.
Intake Type	Horizontal plate with 12-inch (31 cm) openings.
Intake Depth Adjustment	15 feet (4.5 m) of field adjustment with three SS chains connected to hose coupling.
Fluid Intake Assembly - Option 2:	Fixed horizontal plate bolted to bottom of structural assembly.
Intake Type	Fixed horizontal plate with 12-inch (31 cm) openings.
Intake Depth Adjustment	No adjustment necessary. Horizontal inflow from 25 in (64 cm) below distribution dish.
Fluid Intake Assembly - Option 3:	<i>See SB10000DM v18 Dual Mix Features Sheet.</i>
Anchoring:	(1) Two mooring blocks tethered together with SS chain and attached to structural member on unit or (2) Tethered to shore with SS cable.
Ice Protection:	Freeze sleeve and positive pumping under distribution dish to maintain circulation.
Minimum Operating Depth:	31 inches (0.8 m) with fixed horizontal plate. No damage to machine or bottom of reservoir when run dry in shallow water.
Accessories Available:	(1) Supplemental Shore Power Kit, (2) Chemical Injection Kit, (3) Marker Light Kit, and (4) Salt Water, Bio-fouling Kit.
Life/Maintenance/Warranty:	Expect 25-year life, minimal maintenance. Limited 2-year parts and labor warranty. Limited 25 year photovoltaic module manufacturer performance warranty and 10 year motor warranty.

Patent Pending

Subject to change without notice.

December 05, 2011

Mr. Brian W. Wilcox
Purchasing Manager
City of Franklin, TN

Ref: SolarBee Sole Source

Dear Mr. Wilcox,

This letter is to certify that the SolarBee Model SB10000 v18 solar-powered circulator, which the City of Franklin, TN is considering purchasing for the Franklin Raw Water Reservoir, is only available through SolarBee, Inc. of Dickinson, ND. SolarBee, Inc. is the manufacturer of this equipment and the sole licensee of this technology, and the Eshelman Co. is SolarBee's exclusive representative for the State of Tennessee.

Also, SolarBee, Inc. certifies that the purchase price presented in the open quotation for this equipment is the lowest municipal pricing available in the State of Tennessee, after allowing for differences in delivery and installation charges per site location, and in the foreseeable future for the quantity (1) and model SolarBee unit proposed.

Sincerely,



SolarBee, Inc.

Printed Name and Title: *Kristy Hintz*

KRISTY HINTZ
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES JULY 10, 2014
(Notary Seal)

The above individual signed this letter in my presence on December 5, 2011.

Attested to by *Kristy Hintz*, Notary Public, Stark County, State of North Dakota.



Darren Tessier – Applications Engineer

Main Office and Service Center

SolarBee, Inc.

3225 Hwy 22, Dickinson, ND 58601

(866) 437-8076 • (701) 225-4495 • Fax (701) 225-0002

December 9, 2011

Russell Sullivan
City of Franklin, TN
838 Lewisburg Pike
Franklin, TN 37064

Re: SolarBee unique machine specifications

Dear Mr. Sullivan,

Aside from providing water circulation treatment in over 300 lakes and raw water reservoirs, there are many features that make the SolarBee Model SB10000 v18 unique. The most significant specifications are:

- High flow rate (14.4 MGD)
- Runtime hours – SolarBees have a power management system that calculates how much energy the battery has remaining to make certain the machines run at least 98% of the time at most latitudes in the United States.
- Anti-Jam Reverse mechanism, which allows for automated self-clearing for locked rotor, triggered by high-current occurrences caused from a jammed impeller.
- Adjustable Horizontal Water Intake that is capable of being field adjusted to a set level below the water surface without requiring machine removal and reinstallation.
- The brushless, direct-drive (no gearbox), low-voltage motor, which uses less than 40 watts of power, is not submerged and comes standard with a 10-year warranty.
- The solar panels are of the monocrystalline type with an anti-reflective SiN coating; they come with a 25-year manufacturer's warranty to provide at least 80% of minimum warranted power output and 90% of minimum warranted power output over 12 years.
- 316 stainless steel construction
- Teflon freeze sleeve and positive pumping under distribution dish to maintain circulation.
- Digital solid-state controller, mounted in weather-tight (NEMA 4X) enclosure with externally fused disconnect. SCADA output through RS-232 serial communication (Modbus RTU), DB9 male connection point inside enclosure.

Best Regards,

Darren Tessier, Applications Engineer
SolarBee, Inc.



Main Office and Service Center
SolarBee, Inc.
3225 Hwy 22, Dickinson, ND 58601
(866) 437-8076 - (701) 225-4495 - Fax (701) 225-0002

December 21, 2011

Mr. Brian W. Wilcox, Purchasing Manager
City of Franklin
838 Lewisburg Pike
Franklin, TN 37064

Dear Mr. Wilcox,

The following information is provided in reference to your email to Russell Sullivan dated Decemer 15, 2011.

- The City of Franklin will be doing business with SolarBee, Inc.
- SolarBee, Inc. accepts MasterCard and Visa credit card payments.
- Itemized pricing per proposal dated December 9, 2011:

Machine	\$49,572.00
Factory Delivery, Installation, and Startup	\$7,458.00
Total.....	\$57,030.00
- SolarBee, Inc. accepts the standard procurement terms and conditions.
Please find the enclosed terms and conditions with the completed contact information.
- A Certificate of Liability Insurance is enclosed.

Thank you,

Willard Tormaschy
Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JB

DATE (MM/DD/YYYY)

12/22/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance Center (D) 38 1st Street W Dickinson, ND 58601 Doug Davidson	701-483-9104	CONTACT NAME:	
	701-483-3208	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	MEDOEN1
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Medora Environmental, Inc. Gladin, LLC, PSI-ETS, LLC Solarbee, Inc, Water Solutions Inc., Solarbee Transport Corp. 3225 Hwy 22 Dickinson, ND 58602-9419	INSURER A : The Phoenix Insurance Company		
	INSURER B : Travelers Indemnity Co. of CT		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		6602923P579PHX11	08/04/11	08/04/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Limited Pollution						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY			BA-7510N778-11-SEL	08/04/11	08/04/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (For accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS	\$						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP2923P579TIL11	08/04/11	08/04/12	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	YJUB2923P57911	08/04/11	08/04/12	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITYFRA

City of Franklin
838 Lewisburg Pike
Franklin, TN 37064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HISTORIC
FRANKLIN
TENNESSEE

ITEM #11
WRKS 01/10/2012

MEMORANDUM

December 22, 2011

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator
Russell Truell, Assistant City Administrator / CFO
Mark Hilty, Water Management Director
Russell Sullivan, Water Treatment Superintendent
Brian Wilcox, Purchasing Manager

SUBJECT: Consideration of sole-source purchase from SolarBee, Inc. of Dickinson, North Dakota in the total amount of \$57,030.00 for a quantity of one (1) SolarBee SB10000 v18 floating solar-powered water circulation equipment to be installed at the City's raw water reservoir for the Water Treatment Division of the Water Management Department (not separately budgeted for fiscal year 2012; CoF Contract No. 2011-0192)

Purpose

The purpose of this procurement is to purchase a quantity of one (1) SolarBee SB10000 v18 floating solar-powered water circulation equipment to be installed at the City's raw water reservoir for the Water Treatment Division of the Water Management Department. The purpose of this equipment would be to circulate the water in the City's raw water reservoir in order to reduce algae blooms, to prevent stagnation, and to improve dissolved oxygen distribution and overall water quality. The new equipment would be an addition to the Water Management Department's fleet of equipment and is intended to permit the department to discontinue chemical treatment of the raw water before it enters the City's Water Treatment Facility.

Background

SolarBee, Inc. has submitted a December 8, 2011 proposal (attached) for the SB10000 v18 (for a subtotal of \$49,572.00), and for factory delivery, installation and startup (for a subtotal of \$7,458.00), with pricing totaling \$57,030.00.

Staff is of the opinion that the proposed purchase, if authorized, would be a justified sole-source purchase instead of a purchase that would be pursued by means of a formal solicitation for sealed competitive pricing pursuant to public notice. Evidence to support this opinion includes:

- The SolarBee SB10000 v18 is only available for purchase direct from the manufacturer SolarBee, Inc. of Dickinson, North Dakota. See the attached December 5, 2011 letter from the manufacturer.
- The SolarBee SB10000 v18 is unique and possesses specific characteristics required by its intended use that cannot be filled by another product on the market. See the attached December 9, 2011 letter from the manufacturer.
- Water Management staff indicates that it has searched and is unable to find any other floating solar-powered water circulation equipment on the market that would meet the needs of the department.
- Because installation includes final assembly of the components, the manufacturer and or its authorized representative would be required to install the equipment in order not to void the warranty and in order to ensure proper operator training.



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

SolarBee, Inc. has indicated in writing “that the purchase price presented in the open quotation for this equipment is the lowest municipal pricing available in the State of Tennessee, after allowing for differences in delivery and installation charges per site location, and in the foreseeable future for the quantity (1) and model [of] SolarBee unit proposed.”

Staff is of the opinion that the quoted pricing is within what would be expected in the market place for this industry at this time.

Financial Impact

The purchase of water circulation equipment to be installed at the City’s raw water reservoir is not separately budgeted in the current fiscal year. Staff believes this can be accommodated within the existing budget.

Options

The City could continue to use chemicals to treat the raw water at the City’s raw water reservoir. These chemicals are not considered best practice.

Recommendation

Staff recommends that the City accept the pricing quoted by SolarBee, Inc. of Dickinson, North Dakota and approve the sole-source purchase in the total amount of \$57,030.00 for a quantity of one (1) SolarBee SB10000 v18 floating solar-powered water circulation equipment to be installed at the City’s raw water reservoir for the Water Treatment Division of the Water Management Department. Purchasing Manager Brian Wilcox is of the opinion that the proposed sole-source purchase appears to be justified, and that the staff recommendation appears to be made in a fair and impartial manner based upon the information presented.