PURCHASE ORDER

PO Number: P0002898
Issue Date: 05/06/09
Page No: 1

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:
220 W 10th St
Facilities
Cookeville TN 38505

SEND INVOICE IN DUPLICATE TO:
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>To provide Tennessee Technological University the following from June 21, 2009, to June 20, 2010. All pricing, terms, and conditions shall be as those of TTU Purchase Order P0001869 except as altered herein. This Purchase Order, P0002898, shall replace Purchase Order P0001869.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>For Information, Contact: Jim Cobb / Facilities. (931) 372-3524 / jimcobb@tn tech .edu</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Changes: The White/ Marshall unit has been removed from service and is no longer subject to this contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The following unit has been added:</td>
</tr>
</tbody>
</table>

TOTAL: CONTINUED

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

AUTHORIZED SIGNATURE: [Signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
TENNESSEE TECHNOLOGICAL UNIVERSITY
OFFICE OF BUSINESS SERVICES
FACILITIES AND BUSINESS SERVICES BUILDING
P.O. Box 5041, 220 W. 10th St.
Cookeville, TN 38505-0001
Phone (931) 372-3491 Fax (931) 372-3727
www.tntech.edu/purchasing

ISSUED TO: Thompson Machinery
1245 Bridgestone Pkwy
La Vergne TN 37086-3510

PURCHASE ORDER
PO Number: P0002898
Issue Date: 05/06/09
Page No: 2
Delivery Date:

Please supply the following items or services in accordance with terms of your quotation, to TENNESSEE TECHNOLOGICAL UNIVERSITY Cookeville, Tennessee. ALL DELIVERY CHARGES ARE TO BE PREPAID AND INCLUDED IN THE PRICES SHOWN UNLESS OTHERWISE INDICATED BELOW. Cash discounts, when authorized, will be computed from the date of delivery or from the date correct invoice is received, whichever is later.

SHIP TO:  
220 W 10th St
Facilities
Cookeville TN 38505

SEND INVOICE IN DUPLICATE TO:  
Tennessee Technological University
Business Office, Box 5037
Cookeville, Tennessee 38505-0001

TENNESSEE TECHNOLOGICAL UNIVERSITY IS AN EQUAL OPPORTUNITY, NON-RACIALLY IDENTIFIABLE, EDUCATIONAL INSTITUTION THAT DOES NOT DISCRIMINATE AGAINST INDIVIDUALS WITH DISABILITIES.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
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<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
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<tr>
<td></td>
<td>1</td>
<td>EA</td>
<td>Health Services</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Natural Gas Emergency Generator</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Brand: Kohler</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Engine Model No: N/A at this time</td>
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<td></td>
<td></td>
<td></td>
<td>Engine Serial No: N/A at this time</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Generator Model No: 50RZBG</td>
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<td></td>
<td></td>
<td></td>
<td>Generator Serial No: 2212027</td>
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<td></td>
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<td></td>
<td>Load Transfer Control</td>
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<td></td>
<td></td>
<td></td>
<td>Brand: Kohler</td>
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<td></td>
<td></td>
<td></td>
<td>Model No: KSS-DFNA-0225S</td>
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<td></td>
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<td>Serial No: K2209801</td>
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<td>Pricing for above unit:</td>
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<td></td>
<td></td>
<td></td>
<td>- Major Service: $310.00</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>- Minor Service: $90.00</td>
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<tr>
<th></th>
<th>1.0000</th>
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<tr>
<td>Emergency Generator Maintenance</td>
<td>DISCOUNT:</td>
<td>.00</td>
</tr>
</tbody>
</table>

TOTAL: 10,000.00

The terms and conditions printed on the reverse side of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase and shall prevail over any subsequent terms and conditions set forth by the Vendor on invoices or in any other manner, unless otherwise expressly agreed to in writing by the University.

AUTHORIZED SIGNATURE:

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
## TENNESSEE TECHNOLOGICAL UNIVERSITY

**OFFICE OF BUSINESS SERVICES**
**FACILITIES AND BUSINESS SERVICES BUILDING**
**MBOX 5041, 220 W. 10th ST.**
**COOKEVILLE, TN 38505-0001**

---

### CONTRACT ORDER

**TO:**

THOMPSON POWER  
1245 BRIDGESTONE BLVD  
LAVERGNE TN 37086

**SEND INVOICES IN DUPLICATE TO:**

Tennessee Technological University  
Business Office, Box 5037  
Cookeville, TN 38505-0001

*(All invoices to reference contract order number listed above)*

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**Address Shipment To:**

Mr. Jim Cobb  
(931) 372-3524

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**Department:** Facilities  
**Commodity/Service:** Generator Maintenance  
**Quotation Date:** 06/16/05  
**Delivery Date:**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td><strong>CONTRACT</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contractor shall provide major and minor preventive maintenance services to the University for emergency generators as per the specifications herein.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The following documents shall be considered a part of this contract and shall be interpreted according to the following order of priority: 1) this document; 2) the University's RFQ for Facilities / Generator Maintenance, dated 06/01/05; and 3) Contractor's response to RFQ listed above.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>The term of this contract shall be for a period of one year, beginning June 21, 2005, through June 20, 2006, with the option to renew up to four (4) additional years with mutual consent.</td>
</tr>
</tbody>
</table>

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**TENNESSEE TECHNOLOGICAL UNIVERSITY**

**Judy M. Hull**

Terry Rector, Vice President for Business and Fiscal Affairs

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We are exempt from federal and state taxes; do not include such taxes in the invoice. Exemption certificates will be furnished when requested. We are an EEO/AA/Title IX/Section 504/ADEA Employer.
I. Contractor Qualifications:

1. Contractor must have a minimum of three (3) years experience in servicing the equipment listed.
2. Contractor shall be licensed if required by federal, state, or local regulations, and provide copy of same to University.

II. Services and Equipment:

1. The Contractor must have at least one on-site, full time employee capable of receiving and acting on service calls and dispatching service technicians during the hours of 7:00 a.m. – 5:00 p.m. Monday through Friday, plus a telephone or paging system that will be answered live all other hours of every day. An unattended answering machine or voice mail system will not be acceptable.
2. Contractor must have material, equipment, tools to test, maintain, repair and modify all the equipment and systems in operating condition at all times.
3. Emergency repairs and all work must be pre-approved by the University’s Director of Maintenance, the Director of Environmental Health & Safety, or their designee.

III. Preventative Maintenance:
The preventative maintenance service shall include, at a minimum, the following:

A. Major Service:

1. Change oil and filters.
2. Change fuel filters and clean fuel bowl, if applicable.
3. Change water filters and correct water level. Check antifreeze solution and change if necessary (Price of antifreeze not included)
4. Check cooling system for leaks.
5. Adjust belts and replace if required. (Price of belts not included.)
6. Change governor oil.
7. Service transfer or day tank pump motor, check and adjust float switch alarm. Drain operation, if applicable.
8. Clean and service batteries. Record all readings and battery voltage. Check battery charger operation, if applicable.
9. Lubricate the following engine components: starter bendix, generator-alternator, water pump, and governor linkage, if applicable.
10. Clean air filter. Remove dust (dry type filter), refill oil (wet type filter). Replace as necessary (price of element not included).
11. Inspect exterior unit.
13. Gas units: Replace points, condenser, rotor, and spark plugs. Reset timing and lubricate internal distributor parts.
14. Diesel engine: adjust valves and injectors. (Price of replacement injectors if needed are not included).
15. Check all hoses for proper pliability. Check hard plumbing for problems including tank caps, cones, and air vent. (Additional charge made for hose replacement).
16. Check block heater.
17. Adjust carburetor on gasoline units.
18. Check gas pressure on LPG or NG units, and clean regulator vent.
19. Check turbo charges bearing clearance. Remove carbon buildup if required.
20. Test run generator (under load where practical) to:
   a) Check for leaks
   b) Check voltage
   c) Check frequency
   d) Check other adjustments
   e) Make adjustments
   f) Condition of trickle charger

21. Visually inspect automatic transfer switch for:
   a) Check for leaks
   b) Check voltage
   c) Condition of voltage sensors
   d) Proper adjustment of timers
   e) Proper adjustment of start relay
   f) Condition of trickle charger

22. Record all engine gauge and meter readings.
23. Record all transfer switch readings and adjustment.
24. Provide written report to the University's representative of the service performed after each preventative maintenance inspection. The report may include recommendations and suggestions based upon the observations of the service technicians during the inspections.

B. Minor Service:
1. Check cooling system for leaks.
2. Adjust belts and replace if required. (Price of belts not included.)
3. Service transfer or day tank pump motor, check and adjust float switch alarm.
4. Clean and service batteries. Record all readings and battery voltage. Check battery charger operation, if applicable.
5. Lubricate the following engine components: starter bendix, generator-alternator, water pump, and governor linkage, if applicable.
Johnson Hall

Natural Gas Emergency Generator $310.00 $90.00
Brand: Onan
Model No.: 15JC-4RV/1593S
Serial No.: 0369085886
Load Transfer Control
Brand: Onan
Model No.: LTE60-4/5642A
Serial No.: 099759

University Center

Natural Gas Emergency Generator $310.00 $90.00
Brand: Onan
Model No.: 15JC-4RV/1S
Serial No.: 0369082414
Load Transfer Control
Brand: Onan
Model No.: LTE60-4/34A
Serial No.: 099798

<table>
<thead>
<tr>
<th>Equipment to be Maintained</th>
<th>Price Per Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Dormitory</td>
<td></td>
</tr>
<tr>
<td>Natural Gas Emergency Generator</td>
<td>$430.00</td>
</tr>
<tr>
<td>Brand: Kohler</td>
<td></td>
</tr>
<tr>
<td>Engine Model No.: 8.1L</td>
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</tr>
<tr>
<td>Engine Serial No.: 8.1L-06854</td>
<td></td>
</tr>
<tr>
<td>Generator Model No.: 80RZG</td>
<td></td>
</tr>
<tr>
<td>Generator Serial No.: 0750040</td>
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</tr>
<tr>
<td>Load Transfer Control</td>
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<td>Brand: Kohler</td>
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<td>Model No.: KCT-ACTA-0400S</td>
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<td>Serial No.: K0749606</td>
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</table>

White/ Marshall

Natural Gas Emergency Generator $310.00 $90.00
Brand: Kohler
Engine Model No.: LRG-4251-6005A
Engine Serial No.: 00293-1-12-00
Generator Model No.: 20RZ
6. Clean air filter. Remove dust (dry type filter), refill oil (wet type filter). Replace as necessary (price of element not included).

7. Inspect exterior unit.

8. Check all hoses for proper pliability. Check hard plumbing for problems including tank caps, cones, and air vent. (Additional charge made for hose replacement).

9. Check block heater.

10. Adjust carburetor on gasoline units.

11. Check gas pressure on LPG or NG units, and clean regulator vent.

12. Test run generator (under load where practical) to:
   a) Check for leaks
   b) Check voltage
   c) Check frequency
   d) Check other adjustments
   e) Make adjustments
   f) Condition of trickle charger

13. Visually inspect automatic transfer switch for:
   a) Check for leaks
   b) Check voltage
   c) Condition of voltage sensors
   d) Proper adjustment of timers
   e) Proper adjustment of start relay
   f) Condition of trickle charger
   g) Record all engine gauge and meter readings.
   h) Record all transfer switch readings and adjustment.

14. Provide written report to the University's representative of the service performed after each preventative maintenance inspection. The report may include recommendations and suggestions based upon the observations of the service technicians during the inspections.

<table>
<thead>
<tr>
<th>Equipment to be Maintained</th>
<th>Price Per Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescott Hall</td>
<td></td>
</tr>
<tr>
<td>Natural Gas Emergency Generator</td>
<td>$310.00</td>
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<tr>
<td>Brand: Onan</td>
<td></td>
</tr>
<tr>
<td>Model No.: 150JC-4R/8100S</td>
<td></td>
</tr>
<tr>
<td>Serial No.: 0770232931</td>
<td></td>
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<tr>
<td>Load Transfer Control</td>
<td></td>
</tr>
<tr>
<td>Brand: Onan</td>
<td></td>
</tr>
<tr>
<td>Model No.: LTE80-4/34A</td>
<td></td>
</tr>
<tr>
<td>Serial No.: 242325</td>
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</tbody>
</table>
Generator Serial No.: 0738864
Load Transfer Control
Brand: ASCO Series 300
Catalog No.: A300??441XC
Serial No.: 193924RE

Jobe/Murphy Hall
Natural Gas Emergency Generator $310.00 $90.00
Brand: Kohler
Engine Model No.: GM-4.3L
Engine Serial No.: 4.3L-14025
Generator Model No.: 30RZG
Generator Serial No.: 0717560
Load Transfer Control
Brand: ASCO Series 300
Catalog No.: A300340041XC
Serial No.: 192196-2

Pinkerton M.S. Cooper Hall
Natural Gas Emergency Generator $310.00 $90.00
Brand: Kohler
Engine Model No.: USG-4131-6005-A
Engine Serial No.: 13024-1-07-99
Generator Model No.: 12RZ
Generator Serial No.: 0645822
Load Transfer Control
Brand: ASCO Series 300
Catalog No.: A30033041XC
Serial No.: 194161RE

Hooper Ebleen Center
Diesel Emergency Generator $618.00 $132.00
Brand: Detroit
Model No.: 440-FDC4636AB W H091/140 KW
Serial No.: DN-94037
Load Transfer Control
Brand: ASCO
Catalog No.: 940326096XC
Serial No.: 69414-Y
Corrective Maintenance/Repairs:

In addition to preventative maintenance, Contractor shall also furnish the following unit prices for corrective maintenance and repairs.

Labor per hour, regular time  $85.00
Labor per hour, premium time  $106.00
Round trip mileage charge (for emergency repairs)  $78.00

Parts will be supplied at a percentage above Contractor's cost. Cost is defined as Contractor's invoiced cost plus applicable taxes. Please specify percentage above cost for each of the following:
- Onan Parts: 15% above Contractor's cost
- Kohler Parts: 15% above Contractor's cost
- Other Brand(s) Parts: 15% above Contractor's cost

The University reserves the right whether or not to schedule preventative maintenance (major and minor services) based upon current funding and budget constraints. Contractor shall not schedule preventative maintenance without first obtaining approval from the University representative. Corrective maintenance and repairs will be scheduled as needed to keep generators in operation.

Other Considerations:

1. The Contractor warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Contractor or consultant to the Contractor in connection with any work contemplated or performed relative to this agreement. If the Contractor is an individual, the Contractor warrants that within the past six months he has not been and during the term of this contract will not become an employee of the State of Tennessee.

2. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, American Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, disability or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,
3. The Contractor, being an independent Contractor and not an employee of the University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract. General liability insurance (umbrella coverage with a minimum limit of $1,000,000) and workmen's compensation to statute must be carried by Contractor.

Current Insurance Expires: 01/01/06

4. The Contractor shall maintain documentation for all charges against the University under this agreement insofar as they relate to work performed or money received under this agreement, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives.

5. The Contractor shall not assign this agreement or enter into sub-contracts for any of the work described herein without obtaining the prior written approval of the University. Approval shall not be given if the proposed sub-contractor was or is currently ineligible to bid on the Contractor.

6. The Minimum General Bid Conditions which were included with the Request For Quotation shall be considered an integral part of this contract.

7. Invoices in duplicate, referencing contract number C14970, are to be mailed to the University's Business Office (Box 5037) after the contractual service has been performed. Each invoice is to reference the contract number assigned.