SimplexGrinnell

TO: 2005 Elm Hill Pike
    Nashville TN 37210-3807

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>To provide Tennessee Technological University the following from March 11, 2008, through March 10, 2009, with the option to renew up to three (3) additional renewals with mutual consent of the University and Contractor, in accordance with TTU Contract C16647. Terms and conditions shall be as previously established in TTU Contract No. C16647. This purchase order replaces TTU Contract No. C16647. For Information Contact: Mr. Jim Cobb / (931) 372-3524</td>
<td></td>
<td></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.

ACCOUNTING INFORMATION:

AUTHORIZED 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

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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>LOCATIONS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 1: Ansul R102, Wet Chemical System, with two (3) gallon tanks, located in the Roaden University Center Grill.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 2: Ansul 101, R10120 Dry Chemical System with one 20lb cylinder and four 30lb pneumatic cylinders, located in the main kitchen of the Roaden University Center.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 3: Ansul R102 Wet Chemical System with one (3) gallon tank, located in the Roaden University Center Cafeteria serving area.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 4: Protex 2000 L2400, with one 2.4 gallon tank, located at the pizza oven in the Roaden</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

PURCHASE ORDER

PO Number: P0001237
Issue Date: 05/14/08
Page No: 3
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>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>University Center Grill.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 5: Ansul R102 Wet Chemical System with two (3) gallon tanks, located in the Appalachian Craft Center Kitchen, on Hwy 56, located between I-40 and Smithville, TN.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 6: Pyro-Chem, with one 50lb cylinder, one cartridge, and three head, located in the chemical storage building at Foster Hall.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 7: Ansul R102 Wet Chemical System with two (3) gallon tanks located in Room 006 of South Hall.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NOTE: Work is to be performed on an &quot;as needed&quot;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: ____________________________
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
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.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10,000.00</td>
<td>LOT</td>
<td>Hood System Maintenance</td>
<td>1.0000</td>
<td>10,000.00</td>
</tr>
</tbody>
</table>

Hood System Maintenance

PRICING:
A. Price for maintenance, inspection, and testing (to include labor and travel, but not to include fuse links and cartridges):

- Unit 1: $53.50
- Unit 2: $53.50
- Unit 3: $53.50
- Unit 4: $53.50
- Unit 5: $53.50
- Unit 6: $53.50

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.
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

PURCHASE ORDER

PO NUMBER MUST BE SHOWN ON ALL INVOICES, PACKAGES AND CORRESPONDENCE RELATED TO ORDER.

<table>
<thead>
<tr>
<th>PO Number:</th>
<th>P0001237</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>05/14/08</td>
</tr>
<tr>
<td>Page No:</td>
<td>5</td>
</tr>
<tr>
<td>Delivery Date:</td>
<td></td>
</tr>
</tbody>
</table>

ISSUED SimplexGrinnell
TO: 2005 Elm Hill Pike
    Nashville TN 37210-3807

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

BILLING 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>
<th>UNIT PRICE</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 7:</td>
<td>$53.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>B. Price to recharge unit (labor and materials during normal business hours):</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 1:</td>
<td>$57.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 2:</td>
<td>$174.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 3:</td>
<td>$57.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 4:</td>
<td>$212.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 5:</td>
<td>$212.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 6:</td>
<td>$82.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Unit 7:</td>
<td>$212.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>C. Price for fuse links:</td>
<td>$5.00 / each</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>D. Price for cartridge (Unit 6):</td>
<td>$10.00 / each</td>
<td></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

ACCOUNTING INFORMATION:
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 |

**BILLING**

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

E. Parts will be supplied by Contractor to the University at COST + 15%.*

(*Cost is defined as Contractor's invoiced cost plus tax.)

F. Labor rate during normal business hours: $25.00 / hour

G. Labor rate after normal business hours (overtime): $50.00 / hour

For the purpose of this contract, normal business hours are defined as 7:00 am to 5:00 pm, Monday through Friday, excluding holidays.

**DISCOUNT:** .00

**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:**

[Signature]

FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
**CONTRACT ORDER**

TO:  
SimplexGrinnell LP  
2005 Elm Hill Pike  
Nashville TN 37210

SEEN INVOICES IN DUPLICATE TO:  
Tennessee Technological University  
Business Office, Box 5037  
Cookeville, TN 38505-0001  

**ADDRESS SHIPMENT TO:**  
For Information Contact:  
Jim Cobb  
(931) 372-3524

**CONTRACT ORDER**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>CONTRACT</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>To provide Tennessee Technological University the maintenance, inspection and testing of fire suppression systems at the following locations from March 11, 2007, through March 10, 2008, with the option to renew up to four (4) additional years with mutual consent of the University and Contractor.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Unit 1.</strong> Ansul #101, R10130 Dry Chemical System with one (1) 20# cylinder, located in the Roaden University Center Grill.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Unit 2.</strong> Ansul #101, R10120 Dry Chemical System with one (1) 20# cylinder and four (4) 30# pneumatic cylinders, located in the main kitchen of the Roaden University Center.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Unit 3.</strong> Ansul R102 Wet Chemical System with one (1) 3 gallon tank, located in the Roaden University Center Cafeteria sewing area.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Unit 4.</strong> Protex 2000 L2400, with two (2) 2-4 gallon tanks, located at the pizza oven in the Roaden University Center Grill.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Unit 5.</strong> Ansul R102 Wet Chemical System with two (2) 3-gallon tanks, located in the Appalachian Craft Center Kitchen, on Hwy 56, located between I-40 and Smithville, TN.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Unit 6.</strong> Pyro-Chem, with one (1) 50# cylinder, one (1) cartridge, and three (3) head, located in the chemical storage building at Foster Hall.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Unit 7.</strong> Ansul R102 Wet Chemical System with 3-gallon tanks located in Room 006 of South Hall.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maintenance shall be conducted at least semi-annually in accordance</td>
</tr>
</tbody>
</table>

**ACCOUNTING**  
Vendor  
Invoic  
Department  
Vendor  
Contract  

Claire Stinson, Vice President for Business and Fiscal Affairs  
A Constituent University of the Tennessee Board of Regents
with the manufacturer's maintenance manual as required by NFPA 17 and/or NFPA 96. Maintenance shall consist of the following minimum requirements:

1. Examinations of all detectors, expellant gas container(s), releasing devices, piping, hose assemblies, nozzles, alarms, and all auxiliary equipment.

2. Verify that all agent distribution piping is not obstructed.

3. Annual replacement of all fuse links.

4. Testing of all systems.

Contractor's work schedule must be coordinated and approved by the University Director of Environmental Health and Safety prior to commencement of work. University will not be responsible for payment of unauthorized work.

PRICING:

A. Price for maintenance, inspection, and testing (to include labor and travel, but not to include fuse links and cartridges):

   Unit 1: $53.50
   Unit 2: $53.50
   Unit 3: $53.50
   Unit 4: $53.50
   Unit 4: $53.50
   Unit 5: $53.50
   Unit 6: $53.50
   Unit 7: $53.50

B. Price to recharge unit (labor and materials during normal business hours):

   Unit 1: $57.00
Purchasing Office

COOKEVILLE, TENNESSEE 38505

PURCHASE ORDER

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>DESCRIPTION OF ARTICLE</th>
<th>UNIT</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Unit 2: $174.00
Unit 3: $57.00
Unit 4: $212.00
Unit 5: $212.00
Unit 6: $82.50
Unit 7: $212.00

C. Price for fuse links: $5.00 / each

D. Price for cartridge (Unit 6): $10.00 / each

E. Parts will be supplied by Contractor to the University at Cost +15%.*

(*Cost is defined as Contractor's invoiced cost plus tax.)

F. Labor rate during normal business hours: $25.00 / hour

G. Labor rate after normal business hours (overtime): $50.00 / hour

For the purpose of this contract, normal business hours are defined as 7:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

NOTE: Work is to be performed on an "as needed" basis as directed by the Director of Environmental Health & Safety at the University.

The Contractor must warrant that all services are performed by state licensed technician as required by NFPA 17 and/or NFPA 96. Contractor must possess a valid manufacturer's certification and a valid certificate of registration issued by the Tennessee Commissioner of Commerce and Insurance.

Extinguisher specialists must possess a valid license and extinguisher technician must possess a valid permit. Hydrostatic testing must be performed by a firm (if other than the Contractor) which possesses a valid authorization issued by the Tennessee Commissioner of Commerce and Insurance as required by the Commissioner. Copies of registration, licenses, permits, bonds or insurance certificates, and any other required registrations or authorizations must be submitted with the bid. Each shall indicate their expiration date.
The Contractor will also make emergency service calls when notified by the University. Emergency service calls made outside normal business hours will be billed at an overtime rate.

An itemized invoice in duplicate, referencing contract number C16647, is to be mailed to the Business Office (Box 5037) after the contractual service has been performed. Each invoice must identify the equipment by serial number, model number, account number, location and department. Separate invoices must be sent for each department.

Other Considerations:

1. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer, agent, employee, sub-contractor or consultant 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 (6) months he/she has not been and during the term of this agreement 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, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

3. The Contractor, being an independent contractor and not an employee of the Institution, agrees to carry adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract. Contractor must provide and maintain public liability insurance with minimum limits of $1,000,000.00 for personal injury and $300,000.00 for property damage. The Contractor shall furnish the Institution with a current certificate.
listing the University as additional insured and certificate holder showing that such insurance is in effect and that the protection afforded under this policy will not be cancelled or reduced until at least ten (10) days prior notice is sent to the Institution by the insurance company or agent.

Current Insurance Expires: 10/01/07

4. This contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.

5. The University reserves the right to cancel this contract effective June 30 if sufficient funding for its continuance is not appropriated by the General Assembly of the State of Tennessee.

6. If the Contractor fails to fulfill in timely and proper manner its obligations under this agreement, or if the Contractor shall violate any of the terms of this agreement, the University shall have the right to immediately terminate this agreement and withhold payments in excess of fair compensation for work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the University for damages sustained by virtue of any breach of this agreement by the Contractor.

7. This contract may only be modified by written amendment executed by all parties hereto.

8. The Contractor shall maintain documentation for all charges against the University under this agreement. The books, records and documents of the Contractor, 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.

9. The Contractor shall not assign this agreement or enter into subcontracts for any of the work described herein without obtaining the prior written approval of the University or Tennessee Board of Regents, as appropriate. Approval shall not be given if the proposed sub-contractor was or is currently ineligible to bid on the contract.