ISSUED: Pye Barker Fire & Safety Inc  
701 2nd Ave N  
Nashville TN 37201-1005

TO: 701 2nd Ave N  
Nashville TN 37201-1005

PO Number: P0002873  
Issue Date: 04/30/09  
Page No: 1  
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.

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<th>EXTENSION</th>
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<tbody>
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<td></td>
<td></td>
<td></td>
<td>To provide Tennessee Technological University the following from May 3, 2009, through May 2, 2010, with the option to renew for an additional four (4) years with mutual consent of the University and the Contractor.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Prices quoted are to be firm for a one (1) year period. At the time of renewal, vendor may request price increase to the extent such increase has been experienced by vendor and written substantiation of increase can be provided by publisher. University may accept requested price increase or choose to rebid, at its sole discretion.

For Information, Contact:

| 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:  
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
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| 1    | 15,000.00| EA   | Fire Extinguisher Maintenance  
       (Note: All pricing is to include flag seals, verification collars, labels, tags, etc., and any other applicable charges and/or discounts as applicable.  
       - Annual Maintenance and Inspection for TTU’s current extinguisher quantity of 1079 (this quantity is subject to change).  
         $2.90 / extinguisher (all types and sizes)  
       - Six Year Maintenance (must include recharge) | 1.0000 | 15,000.00 |

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TENNESSEE TECHNOLOGICAL UNIVERSITY
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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: Pye Barker Fire & Safety Inc
TO: 701 2nd Ave N
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PURCHASE ORDER

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| BILLING |
|-------------------|-------------------|
| 220 W 10th St |
| Facilities |
| Cookeville TN 38505 |
| Tennessee Technological University |
| Business Office, Box 5037 |
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<tr>
<td></td>
<td></td>
<td></td>
<td>2 1/2 lb. ABC</td>
<td>$6.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5 lb. ABC</td>
<td>$9.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>10 lb. ABC</td>
<td>$11.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Hydrostatic Testing (must include recharge)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2A water type</td>
<td>$14.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CO2 type</td>
<td>$21.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dry Chemical pressurized type (ABC)</td>
<td>$19.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Class K Wet Chemical 6 gallon</td>
<td>$59.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Recharge / Refill</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2A water type</td>
<td>$5.95</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CO2 less than or equal to 5 lb.</td>
<td>$5.25</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>CO2 10 lb.</td>
<td>$7.25</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CO2 15 lb.</td>
<td>$12.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CO2 20 lb.</td>
<td>$13.00</td>
<td></td>
</tr>
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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.
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PURCHASE ORDER

PO Number: P0002873
Issue Date: 04/30/09
Page No: 4
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SHIP TO:  
220 W 10th St
Facilities
Cookeville TN 38505

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<tbody>
<tr>
<td>- CO2 50 lb.</td>
<td>50</td>
<td>lb.</td>
<td>$14.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- CO2 75 lb.</td>
<td>75</td>
<td>lb.</td>
<td>$15.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Dry chemical 2 1/2 lb.</td>
<td>1</td>
<td>lb.</td>
<td>$7.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Dry chemical 5 lb.</td>
<td>5</td>
<td>lb.</td>
<td>$9.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Dry chemical 10 lb.</td>
<td>10</td>
<td>lb.</td>
<td>$14.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Dry chemical 20 lb.</td>
<td>20</td>
<td>lb.</td>
<td>$19.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Class K Wet Chemical 6 gallon</td>
<td>1</td>
<td></td>
<td>$55.00</td>
<td></td>
<td></td>
</tr>
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</table>

- Repair Parts:
  - Cost* Plus 20%
    (*Cost is defined as Contractor's invoiced cost plus tax.)

- New Fire Extinguishers:
  Note: New units should use hook type bracket. University pre-approved brands are Buckeye,

TOTAL: CONTINUED

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ACCOUNTING INFORMATION:

AUTHORIZED SIGNATURE: [signature]
FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
TENNESSEE TECHNOLOGICAL UNIVERSITY
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<tr>
<td></td>
<td></td>
<td></td>
<td>Badger, Ansl, and Pyrochem. Other brands and pricing must be approved by University. University has sole discretion on approvals and its decision is final.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Pricing:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- 2 1/2 lb. ABC (Badger): $24.90</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td>- 10 lb. ABC (Badger): $51.00</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>Other Provisions:</td>
<td></td>
<td></td>
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<td></td>
<td>The vendor shall make visits as requested by the University Director of Safety and Environmental Services to perform services outlined in this purchase order. The services shall be performed as deemed necessary by the University’s inspection of portable fire extinguishers. Visits will be</td>
<td></td>
<td></td>
</tr>
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BILLING

Tennessee Technological University
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Cookeville, Tennessee 38505-0001

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<tr>
<td></td>
<td></td>
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<td>requested to the main campus, the Craft Center, and Shipley Farm.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Annual inspections for the main campus and Shipley Farm will occur in May or June of each year. The annual inspection at the Craft Center will occur in August of each year. The director will provide an employee to assist vendor with the inspection process. Vendor agrees to provide extinguishers on loan to the University, not to exceed forty (40) extinguishers, to replace those the vendor may remove for testing.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>When visits are made, the vendor must have the Director of Safety and Environmental Services or his designee approve any services rendered.</td>
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All work is to be performed in accordance with NFPA10.

The provisions found in the Tennessee Technological University Request for Quotations Fire Extinguisher Maintenance dated 4/8/09 shall also apply.

OTHER CONSIDERATIONS:

Conflict of Interest. The Contractor warrants that no part of the total 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

TOTAL: CONTINUED

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<td>relative to this purchase order.</td>
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<td>Non-Discrimination. 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, Americans with 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.</td>
<td></td>
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<tr>
<td></td>
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<td>The parties also agree to take affirmative</td>
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PURCHASE ORDER

ISSUED TO:        Pye Barker Fire & Safety Inc
                  701 2nd Ave N
                  Nashville TN 37201-1005

PO Number:       P0002873
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<td>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. Independent Contractor. The Contractor being an independent contractor and not an employee of the University, 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.</td>
<td></td>
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TOTAL: CONTINUED

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FOR TENNESSEE TECHNOLOGICAL UNIVERSITY
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**BILLING**

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

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<td></td>
<td></td>
<td></td>
<td>Insurance. The Contractor, being an independent contractor and not an employee of the University, agrees to carry adequate public liability and other appropriate forms of insurance, to pay all taxes incurred in performance of this purchase order, and otherwise protect and hold the University harmless from any and all liability arising as a result of this purchase order which does not result from the University’s own negligence. Early Termination. This purchase order 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</td>
</tr>
<tr>
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**TOTAL:**

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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.

SHIPPING
220 W 10th St
Facilities
Cookeville TN 38505

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

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just and equitable compensation for any satisfactory authorized work completed as of the termination date.

Termination Due to Lack of Funds. The University reserves the right to cancel this purchase order at June 30 of any year covered by this purchase order including any renewals thereof, if sufficient funding is not available from state and/or federal funds.

Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this purchase order, or if the Contractor shall violate any of the terms of this purchase order, the University shall have the

TOTAL: CONTINUED

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Facilities  
Cookeville TN 38505  

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

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right to immediately terminate this purchase order 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 purchase order by the Contractor.

Amendment. This purchase order may only be modified by written amendment executed by all parties hereto.

Audit. The Contractor shall maintain documentation for all charges against the University under this purchase order. The books, records and documents of the Contractor, insofar as they relate to work

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**SHIP TO:**

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**SEND INVOICE IN DUPLICATE TO:**

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performed or money received under this purchase order, 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.

Assignment. The Contractor shall not assign this purchase order or enter into sub-contracts 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 subcontractor was or is currently ineligible to bid on the purchase order.

**TOTAL:**

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**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

PURCHASE ORDER

PO Number: P0002873
Issue Date: 04/30/09
Page No: 14
Delivery Date:

ISSUED TO: Pye Barker Fire & Safety Inc
701 2nd Ave N
Nashville TN 37201-1005

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Governing Law. This purchase order shall be construed in accordance with the laws and Constitution of the State of Tennessee.

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The Contractor acknowledges and understands that, for a period of two (2) years beginning August 16, 2008, restrictions are imposed on former state

TOTAL: CONTINUED

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ACCOUNTING INFORMATION:

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employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.

a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.

b. The State may contract with an entity with which a former state employee who received a VBP severance payment is not an employee or an independent contractor. Notwithstanding the foregoing, the

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<td>Contractor understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State contractor would not be appropriate, and in such cases the State may refuse Contractor personnel. Inasmuch, it shall be the responsibility of the State to review Contractor personnel to identify any such issues. c. With reference to either subsection a. or b. above, a contractor may submit a written request for a waiver of the VBP restrictions regarding a former state</td>
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employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the VBP Contracting Restriction Waiver Request format available from the state and the Internet: www.state.tn.us/finance/rda/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.

DISCOUNT: .00

TOTAL: 15,000.00

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ACCOUNTING INFORMATION: