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.

**ITEM** | **QUANTITY** | **UNIT** | **DESCRIPTION** | **UNIT PRICE** | **EXTENSION**
--- | --- | --- | --- | --- | ---

CONTRACT - To provide the following to Tennessee Technological University from November 17, 2009, through November 16, 2010, with the option to renew for up to three (3) additional years with mutual consent of the University and the Contractor.

Terms and conditions shall be as those of TTU Purchase Order P0002358. This Purchase Order shall replace Purchase Order P0002358.

For information contact: Jim Cobb / Safety & Environmental Services (931) 372-3524 / JimCobb@tntech.edu

**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
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:**
915 N Whitney Ave
Warehouse
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>
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<tbody>
<tr>
<td>1</td>
<td>100,000.00</td>
<td>LOT</td>
<td>Attn Accounts Payable: This is a renewal.</td>
<td>1.0000</td>
<td>100,000.00</td>
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<td>Fire Alarm, Sprinkler, and Stand Pipe System</td>
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<td>A pricing breakdown and all pertinent terms and conditions are found in Attachments A and B, respectively.</td>
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</tbody>
</table>

**DISCOUNT:**
.00

**TOTAL:**
100,000.00

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
Attachment B

CONTRACTOR RESPONSIBILITIES

1. Contractor shall employ on permanent staff at least two personnel that have been factory trained and certified on testing, maintenance, and repair of Life Safety systems. Proof of training certification may be required prior to contract award. (Training in system installation requires a different skill set and therefore does not automatically satisfy this requirement.)

2. At least two of the Contractor's technicians performing service on these systems shall be certified by NICET (National Institute for Certification in Engineering Technologies) at a minimum of Level 2 for Fire Protection Engineering Technology in Fire Alarm Systems, Level 3 for Fire Protection Engineering Technology in Sprinkler Systems Layout, and that at least one other person in the organization be certified at minimum Level 4. At least two employees shall also have training and experience on all systems in service at the University. The Contractor will be required to furnish copies of licenses.

3. Contractor is to be able to demonstrate possession of proper testing equipment and current revisions of applicable software. The Contractor must provide proof of proper licensing of any proprietary software. The Contractor may be required to demonstrate the following procedures prior to contract award:

   - Proper power-up/power-down and reset procedures necessary to ensure that no damage would result to the Central Processing Unit, and/or associated control and monitoring equipment.
   - Backup of software, and re-programming of system due to software failure, or parts/device replacement.
   - Proper inspection, functional testing, cleaning, and sensitivity testing procedures for all control panel functions, peripheral devices, utilizing only UL approved smoke detector sensitivity testing equipment, and performed in accordance with respective nationally recognized standards (NFPA 72 chapter 7), manufacturer's recommendations, and State Fire Codes.

Note: Proper functional testing of smoke detectors includes a demonstration that smoke can enter the smoke chamber and initiate an alarm. However, the use of oil-based aerosol can compromise smoke detector performance and will not be accepted. In addition, any device that uses exposed combustible material to generate smoke, open flame, or heat (cigarettes, torches, burning rags, etc.) will also not be accepted. The use of dry aerosol smoke will only be accepted if proper diffuser is utilized. The use of magnets does not satisfy functional testing, and will be acceptable for detector zone verification only.

4. Documentation for inspections shall include exact physical locations of all individual devices as well as zone and address locations with test results, all applicable control panel voltages, test results of all applicable auxiliary functions, names of technicians performing service, and all required repairs with cost estimates. The University reserves the right to require an example of this documentation prior to contract award.
5. In the event of a malfunction, the Contractor must have direct access to newly manufactured replacement parts and be able to install, program, and warranty these parts for a minimum period of ninety (90) days.

6. The Contractor must have factory-trained technicians on-call 24 hours per day, and be capable of providing service during evenings, weekends, and holidays.

7. The Contractor shall provide a certificate of insurance signifying proof of insurance as follows:

- Workers compensation and employers liability: Contractors are required to comply with applicable federal and state workers compensation and occupational disease statutes. If occupational diseases are not compensated under those statutes, they shall be covered under the employer's liability section of the insurance policy, except in commercial operations that it would not be practical to require this coverage. Employer’s liability coverage of at least $1,000,000 is required except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- General liability: Bodily injury liability insurance coverage written on the comprehensive form of policy required in the amount of $1,000,000 per occurrence.
- Property damage liability insurance: Contractor will be solely responsible for damage to government property which may be caused by acts or omissions by him or anyone in his employment while executing the contract and shall maintain property damage insurance in the amount of at least $1,000,000 per occurrence.
- Current proof of insurance must be maintained by Contractor and provided to University at all times during the term(s) of the contract.

8. The Contractor shall possess a current Tennessee Contractor's License (Electrical Contractor's License is required as a minimum, General Contractors license is preferred) and Tennessee Alarm Contractor's License. A Tennessee Contractor's License is also required for sprinkler and standpipe work. Contractor may be required to furnish copies prior to contract award. License numbers, classifications and expiration dates thereof are to be listed in the bid response.

9. Bidder is to furnish, with their bid response, the names, addresses and telephone numbers of three (3) projects similar in size and scope that are currently inspected and maintained by the Bidder. References must be included with bid package.

FIRE ALARM SYSTEM TEST AND INSPECTION

1. Trained technicians shall perform inspections, functional tests, and diagnostic tests of panel functions, auxiliary and monitoring functions, and all accessible peripheral devices listed and currently connected to the facility Fire Alarm - Life Safety system. This also includes inspection and testing of a Simplex Model 4190 Information Management System that serves as the central monitoring network for certain campus fire alarm systems. Contractor shall conduct the inspection of the system in accordance with the highest standards of workmanship and leave all systems in good working order following testing. Any equipment taken out of service during testing shall be restored and returned to normal condition after completion of tests. Any failures shall be reported to the University's representative and documented accordingly. Contractor is responsible for identifying any and all wiring deficiencies, such as open, shorts, and grounds, to the owner. It shall be the University’s responsibility to repair or replace any conduit or wiring needed.

2. Inspections and tests to be performed by no fewer than two (2) inspectors provided by Contractor during normal business hours (for purposes of this contract normal business hours shall be 7:00 a.m. to 5:00 p.m. (Central Time) Monday through Friday, excluding holidays) to test and inspect fire alarm systems. Inspections shall take place at times agreed upon by both the University and the Contractor.
Inspections will be scheduled at least one week in advance, and will occur when minimal disruption is caused to University operations. Ideally, most inspections will occur during semester breaks, especially in academic buildings, to avoid disrupting classes. Contractor’s service technicians will receive the assistance from the University’s staff for access to all areas of the facility in order to locate devices and ensure efficient transition between areas. (See attached spreadsheet for equipment to be tested.)

3. If equipment or peripheral devices are out of reasonable reach, such will need to be noted during the survey. The University will provide safe access (i.e. scaffolding, mechanical lift, ladders, etc.).

4. OPTIONAL CUSTOMER ASSISTED INSPECTIONS: The University agrees to provide at least one (1) capable person to assist test technicians for the duration of the visit. During this visit, University personnel will oversee inspections, and will receive informal, hands-on training on basic system functions, and proper inspection procedures.

5. TESTING OF PANEL COMPONENTS AND PANEL FUNCTIONS: In accordance with NFPA 72 and manufacturer’s recommendations, all panel components shall be tested and documented for proper function.

This includes all applicable input and output voltage readings, proper grounding, LED and lamp test, and all alarm and trouble circuits. For hardwired systems, all devices shall be logged for proper zone verification. For addressable systems, all addressable devices will be logged for proper address verification. Batteries shall be checked for age, and shall be load tested to ensure proper charging and adequate power capacity. Additionally, all auxiliary functions (such as interfaces for elevator recall and smoke dampers, and central station monitoring dialers or communicators) shall be tested and documented. Local authorities and central monitoring stations shall be contacted prior to testing and upon completion of work.

6. FUNCTIONAL TESTING OF PERIPHERAL DEVICES: In accordance with NFPA 72 and manufacturer’s recommendations, all accessible peripheral devices shall be functionally tested:

- **Smoke detectors** shall be functionally tested using a smoke generator, punk stick, or other method acceptable to the manufacturer. Any canned aerosol smoke that leaves an oily residue shall not be used for testing of smoke detectors because of the danger of fouling. Magnet testing does not satisfy a functional test of smoke detectors and will not be accepted as functional testing. No device that uses open flame or acrid smoke shall be used to test smoke detectors.
- **Heat Detectors** (both rate of rise and fixed temperature) shall be tested with a device that administers an accurate and controlled temperature heat source.
- **Manual pull stations** shall be opened to verify operation, inspect electrical contacts, and ensure secure mounting.
- **Audible and visible signaling devices** shall need to be tested at least once to ensure proper operation and volume levels. After which, each initiating device should be tested silently for minimal disturbance.

7. SMOKE DETECTOR CLEANING: To help minimize false alarms and maximize detector accuracy, accessible smoke detection devices shall be cleaned utilizing manufacturer’s recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable) and cleaned in conjunction with sensitivity testing using soft cloth, lint brush, or non-electrostatic vacuum to prevent damage due to static electricity. (Note: Certain types of analog smoke sensors shall be cleaned as necessary per panel readings.)
8. SENSITIVITY TESTING: To help ensure accuracy, smoke detectors shall be tested for proper sensitivity ratings per NFPA 72 Chapter 7. Testing shall be performed using only UL approved sensitivity testing equipment. Devices performing outside the listed sensitivity range shall be re-cleaned and re-tested, and if necessary, recommended for replacement. Note: Certain types of analog smoke sensors automatically satisfy this requirement electronically. Devices needing this test shall be tested at a rate of 50% per year, covering 100% biennial.

9. DOCUMENTATION: All accessible components and devices shall be logged for:

- Exact location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found shall be noted individually and on a separate summary page.

Contractor shall provide system condition computer generated report, in an agreed format, to the University. The report will include status report on a building-by-building basis, including any devices found inoperable.

Contractor shall keep copies of all reports on file for a period three years from the date of inspection.

10. Certain additional testing or services may be required by the respective Authorities Having Jurisdiction (ref. NFPA 72 Chapter 7). Local authority or internal organizational requirements may be more restrictive than state requirements. The Contractor shall research applicable codes and references in order to provide a testing and service offering that ensures compliance with all requirements.

FIRE ALARM SYSTEM MAINTENANCE SERVICES

1. Standard Service - Provided during normal working hours (Mon - Fri, 7am - 5pm, excluding holidays) at no additional cost. Services will include labor, travel, and mileage charges for repairs associated with normal equipment failures. This provision covers labor to troubleshoot and diagnose system problems, including the information management system, and to replace panel components. Standard service does not include labor required due to lightning, flood or other water damage, vandalism, or improper service work done by other personnel not affiliated with the service organization.

2. Emergency Service- 24 hr/ 7-day Service- Provided 24hrs/ day, 7-days/ week, including holidays. Labor for emergency services provided during normal business hours will be included as a part of the standard service contract. Labor for emergency services outside of normal business hours, weekends and holidays will be considered premium time and will be billable to the University. Services will include labor, travel, and mileage charges for repairs.

3. Panel Parts/ Component Replacement: Additionally, this contract covers component replacement on the central processing unit, to include reprogramming of system due to failure, replacement of circuit boards, and all components in the control panels, annunciator panels, transponders, printers, keyboards, monitors and the information management system. This provision includes the cost of labor to install components, travel and mileage charges for service calls. Provision covers only equipment listed. Replacement of faulty wiring is not covered. BATTERY REPLACEMENT IS INCLUDED.

4. Panel and Peripheral Device Replacement: Additionally, this contract covers replacement of fire alarm control panels, fire alarm control panel upgrades, peripheral devices and other miscellaneous repair parts. This provision includes the cost of labor to install components, travel and mileage charges for service calls during normal business hours only (excluding acts of vandalism).
Replacement of faulty wiring is not covered. Replacement panels, panel upgrades, peripheral devices and other repair parts will be separately approved, invoiced, and paid.

SPRINKLER AND STANDPIPE SYSTEMS TEST AND INSPECTION

SPECIFICATIONS AND SCOPE OF WORK: The Contractor shall also perform tests and inspections of all sprinkler and standpipe systems on campus. Inspections and testing shall be conducted in accordance with NFPA 25, Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems. Several tables are provided in NFPA 25 summarizing routine inspection, testing and maintenance requirements for these systems. The Contractor shall perform the required activities listed in these tables (applicable to University systems) having a frequency of quarterly or less. University personnel will perform required activities with a frequency of monthly or greater. The Contractor shall provide a trained technician to provide University personnel with informal, hands-on training on basic system operation and proper inspection procedures.

SPRINKLER AND STANDPIPE SYSTEM MAINTENANCE SERVICES

1. Standard Service - Regular time labor provided during normal working hours Mon - Fri, 7am - 5pm, excluding holidays. This provision covers labor to troubleshoot, diagnose and repair system problems. It also covers labor to add and modify existing systems due to maintenance and renovation projects.

2. Emergency Service - 24 hr/ 7-day Service- Provided 24hrs/ day, 7-days/ week, Including holidays. Labor for emergency services provided during normal business hours will be included as a part of the standard service contract. Labor for emergency services outside of normal business hours, weekends and holidays will be considered premium time. Services will include labor, travel, and mileage charges for repairs.

3. Trip Charge (If applicable) - Trip charges for service calls are to include all travel costs and associated expenses (i.e. personnel, vehicle, fuel, etc.) per round trip. Return trips due to incomplete or unsatisfactory work shall be limited to single trip charges.

4. Parts/ Components: Additionally, this agreement covers parts and components including, but not limited to, sprinkler heads, piping, valves, gauges, alarm switches, compressors and pumps.

PRICING

Section 1: Fire Alarm System Test and Inspection

$ 31,492.00 *

*(This entry should equal the grand total of column F on the spreadsheet.)

Section 2: Fire Alarm Maintenance Services

a. Standard Service

$ 25,137.45 *

*(This entry should equal the grand total of column G on the equipment list spreadsheet.)

b. Emergency Service

Premium Labor $ 121.00 / Hour
c. Panel Parts/Component Replacement
   $ n/a

d. Panels and Peripheral Device Replacement
   Cost** plus 25%

Labor for Any Items Not Covered in Section 2.a. above

Standard labor $ 121.00 / Hour

Section 3. Sprinkler and Standpipe System Test and Inspect

$ 7,712.00 *

*(This entry should equal the grand total of column T on the spreadsheet.)

Section 4. Sprinkler and Standpipe System Maintenance Services

1. Regular Labor   $ 75.00 / Hour
2. Premium Labor   $ 95.00 / Hour
3. Trip Charge     $ 55.00 / Trip
4. Parts/Components Cost ** Plus 25%

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

A bid price breakdown is required for Sections 1, 2.a. and 3.a. and should be entered on the attached spreadsheet. An updated electronic copy of this spreadsheet can be obtained via e-mail from Jim Cobb, Director of Safety and Environmental Health Services, at jimcobb@tntech.edu. This breakdown is required for two reasons. First, it assists the University with internal accounting. Second, and most importantly, the per-building prices shown on the spreadsheet will be used to adjust the contract amount during future years, provided the contract is renewed as mutually agreed by the University and the Contractor.

As applicable, during the time a building or system is under warranty, the University will deduct the building cost (as shown in columns F and G on the attached spreadsheet) for fire alarm testing, inspection and maintenance services from the total contract amount. A new price will have to be submitted by the Contractor to inspect, test and provide maintenance services after the warranty expires. The new price will be subject to university approval. Contractor shall determine a new per building price utilizing the same methods and analysis used to determine pricing for this bid quotation.

*******************************************************************

OTHER CONSIDERATIONS:

- **Conflict of Interest.** 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 purchase order. 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 purchase order will not become an employee of the State of Tennessee.

- **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, 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.

- **Liability.** 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.

- **Insurance.** The Contractor must provide and maintain public liability insurance naming the University as both additional insured and certificate holder. The minimum limits of the policy shall be $1,000,000.00 for personal injury and $300,000.00 for property insurance. The Contractor shall furnish the University with a current certificate showing that such insurance is in effect and that the protection afforded under this policy will not be canceled or reduced until at least ten (10) days prior notice is sent to the University by the insurance company or agent.

- **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 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 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 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 sub-contractor was or is currently ineligible to bid on the purchase order.

• **Extension to Other Entities.** The terms, conditions and pricing of this purchase order are extended to other institution(s) within the Tennessee Board of Regents and University of Tennessee systems. Does Bidder agree? ___X___ yes _____ no

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

• **Terms and Conditions.** The terms and conditions of this purchase order and any duly authorized change orders shall be the sole terms and conditions that apply to this purchase. Any subsequent terms and conditions set forth by the vendor on invoices or in any other manner, shall not apply unless expressly agreed to in writing by the University.