



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO. 24269345	INVOICE DATE 08-05-24	CUSTOMER PO 20073
CONTRACT # 80999933	MODIFIER	
PAYMENT TERMS Net 60		

Bill To: 544-31030495

Thomas Edison State University
111 W State St
ATTN Holly Macdonald
TRENTON NJ 08608-1101

Ship To: 544-23598755

Thomas Edison State University - CLT
102 W State St
TRENTON NJ 08608-0000

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.6%, which is not greater than our credit card processing fee. We do not surcharge debit cards. *Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

Requestors Name: MacDonald, Holly

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
Thomas Edison College - Center for Learning & Technology	01-JUL-24	30-JUN-25

INVOICE NOTES:

This invoice is for services rendered as per your SourceWell Service Agreement. A breakdown of the services billed on this invoice can be found on the second page.

Total Contract Amount	-	\$6,611.93	Amount Of Current Invoice	-	\$6,611.93
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$6,611.93
			Payment Received	-	\$0.00

Total Amount Due  **\$6,611.93**



REMITTANCE COPY

TOTAL AMOUNT DUE

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

\$6,611.93

BILL TO:
Thomas Edison State Universit
544-31030495
SHIP TO:
Thomas Edison State University -
544-23598755

INVOICE NUMBER: 24269345
INVOICE DATE: 08-05-24
CUSTOMER P.O.: 20073

To Pay by Electronic Funds Transfer (EFT):
Account Name: JOHNSON CONTROLS FIRE PROTECTION LP
Account Number: 0001195680
Account Type: Checking
Bank's Name: BNY Mellon, NA
Address: 500 Ross Street, Pittsburgh, PA 15262-0001
Transit Routing Number: 043000261

REMIT TO:
Johnson Controls Fire Protection LP
Dept. CH 10320
Palatine , IL 60055-0320

0000661193324269345

TERMS AND CONDITIONS OF SALE

1. Acknowledgement. Customer acknowledges and agrees that equipment or services provided pursuant to this invoice shall be provided pursuant to the terms and conditions hereof, unless otherwise provided pursuant to an executed agreement between the parties.

2. Payment. Payment shall be made in accordance with the terms designated on this invoice. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.

3. Security Interest. Customer grants to Johnson Controls Fire Protection LP ("Company") and Company retains a security interest in all equipment shipped pursuant to this invoice and proceeds thereof until Customer shall have made full payment. In the event of Customer's failure to make payment of any amount when due, the entire balance shall become due and payable immediately. In case of default, Company shall have the right to take possession of the equipment immediately, wherever it may be found, and remove it with or without process of law and may retain all money paid hereunder as liquidated damages and rental for said equipment. Customer shall not sell (except in the ordinary course of business), mortgage, pledge or lease said equipment without prior permission of Company.

4. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Company's liability shall be limited to repair or replacement of equipment that Company's inspection discloses is defective. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. IN NO EVENT SHALL COMPANY BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER. This warranty does not apply to equipment that has been subjected to abuse, mishandling, improper use or installation by any third party.

5. No Acceptance. Issuance of this invoice shall not be construed as an acceptance of the terms or conditions of any Customer purchase order or like document, or any certification of any kind by Company.

6. Taxes. Customer shall pay any tax, however designated, levied or based.

7. General. If any provision of this invoice is held by any court or other competent authority to be void or unenforceable in whole or in part, this invoice will continue to be valid as to the other provisions and the remainder of the affected provision. It is agreed that no suit, or cause of action or other proceeding shall be brought against Company more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this invoice.



District # 544
 283 Gibraltar Rd- Dock A
 HORSHAM, PA 19044-2305
 215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.

24269345

DATE OF INVOICE

08-05-24

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
SPRINKLER ESSENTIAL SERVICE OFFER	01-JUL-24	30-JUN-25	102 W State St, , TRENTON, NJ	SYSTEM-SP-WET SPRINKLER	1	WET SPRINKLER SYSTEM	\$714.57
				SP-WET SYSTEM	1	Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	
				SP-CONTROL VAL WITH TAMP	3	Control valve - with tamper switch	
FIRE ALARM EXPERT SERVICE OFFER	01-JUL-24	30-JUN-25	102 W State St, , TRENTON, NJ	SYSTEM-FA-SIMPLEX	1	SIMPLEX 4100ES FIRE	\$5,790.11
				4100ES		ALARM PANEL	
				FA-DUCT DETECTOR	6	Duct Detector Conventional	
				FA-MAIN PANEL	1	Main Fire Alarm Panel	
				FA-NOTIFICATION APPL ADDR	7	Audio-Visual Unit Addressable	
EXTINGUISHER ESSENTIAL SERVICE	01-JUL-24	30-JUN-25	102 W State St, , TRENTON, NJ	FA-PULL	7	Pull Station	\$107.25
				FA-SMOKE DET - W/HEAT/CO	71	Smoke Detector w/Heat & CO Conventional	
				SYSTEM-EX-EXTINGUISHERS	1	EXTINGUISHERS/PORTABLES SYSTEM	
				EX-DRY CHEM - STORED PRES	9	Dry chem - stored pressure- refillable (ABC)	



PO Number: P0020073

Issue Date: 07/26/24

Requisition Number: 0018409

Thomas Edison State University
Office of The Treasurer-Purchasing
111 West State Street
Trenton, New Jersey 08608

Vendor:

JOHNSON CONTROLS FIRE PROTECTI
Dept CH #10320
Palatine IL 60055

Ship To:

Thomas Edison State University
111 West State Street
Trenton NJ 08608

General Ledger Account Number

11-0-1210000-53800

Vendor Payment Terms

Net 60

Description	Quantity	Unit Cost	Total Cost
Fire Protection FY25 CLT 7/1/24 to 6/30/25- Fire Alarm Inspection - Annually	1.000	5,790.1100	5,790.11
CLT Wet Sprinkler Inspection-Semi-annual Oct/April	1.000	714.5700	714.57
CLT Fire Extinguisher Inspection- Annually	1.000	107.2500	107.25
Fire Protection FY25 Pruitt Hall 7/1/24 to 6/30/25 - Fire Alarm Inspection Annually	1.000	8,822.9500	8,822.95
Pruitt Hall Wet Sprinkler Inspection - Semi-annual Oct/April	1.000	1,831.9300	1,831.93
Pruitt Hall Dry Sprinkler Inspection- Semi-annual Oct/April	1.000	356.6600	356.66
Pruitt Hall Backflow Inspection-Annual	1.000	356.6600	356.66

Authorized By:

Date: 7/26/24

Total PO Amount:

CONTINUED

This transaction is authorized by the Vice President of Administration and Finance, or his designee, in accordance with the provisions established by the State Colleges Contract Law 64, Title 18A of the New Jersey Statutes, and Thomas Edison State University's Purchasing and Contracting Policy. The Vice President of Administration and Finance, or his designee's signature guarantees all provisions governing the authorization of this transaction have been complied with. Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from sales and uses taxes, pursuant to Section 9 (a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et. seq.). An exempt organization certificate (ST-5) or number is not required for Thomas Edison State University to make tax exempt purchases. Official letterhead or an official purchase order from the University, signed by a qualified officer, is sufficient proof that Thomas Edison State University is exempt from paying sales tax.



PO Number: P0020073

Issue Date: 07/26/24

Requisition Number: 0018409

Thomas Edison State University
Office of The Treasurer-Purchasing
111 West State Street
Trenton, New Jersey 08608

Vendor:

JOHNSON CONTROLS FIRE PROTECTI
Dept CH #10320
Palatine IL 60055

Ship To:

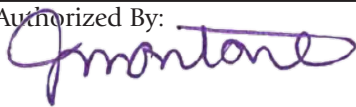
Thomas Edison State University
111 West State Street
Trenton NJ 08608

General Ledger Account Number

Vendor Payment Terms

11-0-1210000-53800

Upon Receipt

Description	Quantity	Unit Cost	Total Cost
Pruitt Hall Annual Fire Pump Inspection	1.000	1,028.8300	1,028.83
Pruitt Hall Standpipe Inspection-Annual	1.000	143.4100	143.41
Pruitt Hall Fire Extinguishers Inspection-Annual	1.000	107.2500	107.25
Sourcewell Purchasing Cooperative Contract Number 030421-JHN. TESU Sourcewell Account #87603			
Authorized By: 	Date: 7/26/24		Total PO Amount: 19,259.62

This transaction is authorized by the Vice President of Administration and Finance, or his designee, in accordance with the provisions established by the State Colleges Contract Law 64, Title 18A of the New Jersey Statutes, and Thomas Edison State University's Purchasing and Contracting Policy. The Vice President of Administration and Finance, or his designee's signature guarantees all provisions governing the authorization of this transaction have been complied with. Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from sales and uses taxes, pursuant to Section 9 (a)(1) of the New Jersey Sales and Use Tax Act (N.J.S.A. 54:32B-1 et. seq.). An exempt organization certificate (ST-5) or number is not required for Thomas Edison State University to make tax exempt purchases. Official letterhead or an official purchase order from the University, signed by a qualified officer, is sufficient proof that Thomas Edison State University is exempt from paying sales tax.

THOMAS EDISON STATE UNIVERSITY STANDARD TERMS AND CONDITIONS (REV 1.19.2016)

- I. The Contractor certifies that it understands and agrees that the following terms and conditions are incorporated into any contract entered into by or purchased on behalf of Thomas Edison State University.
- II. "Contract" is defined as any written contract or purchase order issued by Thomas Edison State University.
- III. In the event that the terms and conditions within a Contractor's proposal conflict with the standard terms and conditions of Thomas Edison State University, the University's standard terms and conditions will govern.
- IV. Contractors are notified by this statement that all standard terms and conditions will become part of any contract awarded or purchase order provided whether stated in part, in summary, or by reference, unless the University issues a duly authorized and signed written directive specifically stating otherwise.

As an affiliate of Thomas Edison State University, all University purchasing policies, including the standard terms and conditions, apply to all contracts and purchases made on behalf of the New Jersey State Library.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE

- I. **CORPORATE AUTHORITY** – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, department of State, State House, Trenton, New Jersey. Refer to NSA 14A:13-3.

- II. **BUSINESS REGISTRATION** – All New Jersey and out of state corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. All Contractors must provide a valid and current BRC to the University's Purchasing Department before doing business with the University via contract or purchase order. All subcontractors of the contractor must provide the contractor with a current BRC. Contractors must forward the BRC's of subcontractors to the University's purchasing department.

- III. **ANTI DISCRIMINATION** – All parties to any contract with Thomas Edison State University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NSA 10:2-1 through 10:2-4, NSA 10:5-1 et seq. and NSA 10:5-31 through 10:5-38, and all rules and regulations issued hereunder.

- IV. **PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act PL 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of Thomas Edison State University except those contracts which are not within the scope of the Act. The Contractor hereby guarantees that neither the contractor nor any subcontractors who might be employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

- V. **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of NSA 34:5A-1 et seq. require the labeling of all containers of hazardous substances. All goods offered for purchase to the University must be labeled in compliance with the provisions of the Act and shall be deemed a term and condition of any University purchasing agreement or contract.

- VI. **COMPLIANCE WITH LAWS** – All Contractors of the University shall comply with all local, state, and federal laws, rules, and regulations applicable to any contracts or purchases and to the goods delivered and/or services provided under such.

- VII. **COMPLIANCE WITH NEW JERSEY STATE LAW** – All agreements between Thomas Edison State University and outside Contractors shall be governed by the laws of the State of New Jersey. Any and all actions relating to the provisions of a contract or purchasing agreement shall be brought in the courts of New Jersey, and venued in Mercer County, Trenton, New Jersey. New Jersey law shall apply to all issues regardless of any principles of conflict of law policies, statutes, or case law. All agreements shall be subject to the New Jersey Contractual Claims Act, NSA 59:13-1 et seq. All agreements shall be subject to the New Jersey Tort Claims Act, NSA 59:1-1 et seq.

- VIII. **POLITICAL DISCLOSURE BY CONTRACTOR** – If the contract is in excess of \$17,500 the Contractor must complete and return "Pay to Play" certification and disclosure forms, which include the ownership disclosure form to the University before a contract can be awarded. The University must receive approval from the Chapter 51 Review Unit before entering into an agreement with said Contractor. NSA 19:44A-20.13 et seq.

- IX. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT** – The New Jersey Public Works Contractor Registration Act requires that all contractors, subcontractors and lower tier subcontractors who engage in any contract for public work as defined in NSA 34:1-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the New Jersey Division of Wage and Hour Compliance.

2. LIABILITIES

- I. **COPYRIGHT LIABILITY** – The Contractor shall hold and save Thomas Edison State University, the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented

or unpatented invention, article or appliance furnished or used in the performance of any contract or agreement.

- II. **INDEMNIFICATION** - The Contractor shall assume all risk of and responsibility for, and agree to indemnify, defend, and save harmless Thomas Edison State University, the State of New Jersey and respective employees, trustees, officers, volunteers, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work, materials, and/or services supplied under any contract or agreement. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in contracts or agreements.

- III. **INSURANCE** - The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide Thomas Edison State University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to Thomas Edison State University, Office of the Treasurer. The insurance to be provided by the Contractor shall be as follows:

- a. Comprehensive General Liability policy as broad as the standard coverage from currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage liability.
- b. Comprehensive General Automobile Liability insurance covering owned, non-owned, and hired vehicle with minimum limits of \$1,000,000.00 combined single limits.
- c. Worker's Compensation insurance applicable to the laws of the State of New Jersey and Employer's Liability insurance with limits of not less than \$1,000,000.00.
- d. Upon request, the successful Contractor will provide certificates of such insurance to Thomas Edison State University prior to the start of the contract and periodically during the course of a multi-year contract.

3. TERMS GOVERNING ALL CONTRACTS (Unless otherwise specified in Bid Specifications)

- I. **CONTRACT PERIOD AND EXTENSION OPTION** – If, in the opinion of the Treasurer, it is in the best interest of the University to extend any contract entered into as a result of any proposal for a period of all or any part of a year, the Contractor will be so notified of the Treasurer's intent at least 30 days prior to the expiration date of the existing contract. The Contractor shall have 15 calendar days to respond to the Treasurer's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract including price, will be applicable.
- II. **CONTRACT TERMINATION** –

- a. Change of Circumstances – Notwithstanding any provision or language in any contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the Contractor. In the event of contract termination due to Change of Circumstances, the Contractor will be compensated by the University for goods and/or services satisfactorily performed and accepted in accordance with the contract, up to the date of termination.
- b. For Cause – Where the Contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the Contractor, with an opportunity to respond. Where a Contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping, etc., the University may terminate the contract upon 10 days' notice to the Contractor. In the event of contract termination due to Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated Contractor of, if no monies are due the terminated Contractor, the difference in price shall be an obligation owed the University by the terminated Contractor.

- III. **PERFORMANCE GUARANTEE** – The Contractor hereby certifies that:

- a. The equipment offered is standard, new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued, and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Contractor's proposal from time of written acceptance by the University. The Contractor will render prompt service without charge, regardless of geographic location.

- d. During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

IV. DELIVERY GUARANTEE

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract or proposal. The Contractor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice.
- b. Items delivered must be strictly in accordance with bid or contract specifications.
- c. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications, the University may obtain the materials or services for any other available source, the difference in price, if any, to be paid by the Contractor failing to meet its commitments.
- d. Contractors are authorized to ship only those items and quantities that are covered by the contract. If a review of material received indicated that material other than that covered by the contract has been ordered and delivered, the Treasurer, or his/her Purchasing designee will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is the full responsibility of the Contractor. Violation of this clause may result in the removal of the offending Contractor's name from the University's approved Contractor list.

- e. Contractors shall acquaint themselves with conditions to be found of the University and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be paid by the Contractor.
- f. The University will accept deliveries during normal business hours 9 am to 4 pm on normal business days, Monday through Friday.
- g. All items must be delivered into and placed at a point within the University buildings as directed by the University. Based on space limitations, deliveries should be made utilizing no larger than a box truck. Lift gates are required as there is no dock for deliveries.

- V. **SUBCONTRACTING OR ASSIGNMENT** – The contract may not be sub-contracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Treasurer or his/her Purchasing designee. Such consent, if granted, shall not relieve the Contractor of any responsibilities under the contract.

- VI. **UNIVERSITY'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES** – The University reserves the right to inspect a Contractor's establishment before making an award for purposes of ascertaining whether the Contractor has the necessary facilities for performing the contract.

- VII. **MAINTENANCE OF RECORDS** – The Contractor shall maintain records for products and services delivered against a contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

4. TERMS RELATING TO PRICE

- I. **PRICE FLUCTUATIONS DURING CONTRACT** – All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered goods or services, and on any subsequent order placed during the contract period.

- II. **DELIVERY COSTS** – Unless noted otherwise in the specification, all prices for items in bid or contract proposals are to be submitted F.O.B. destination. Proposals submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all liability and responsibility for the delivery of the merchandise in good condition to the University or designated purchaser. F.O.B. destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency of any destination in the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made of a Contractor's convenience when a single shipment is ordered.

- III. **TAX CHARGES** - Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from the New Jersey sales and use taxes and Federal excise taxes. These taxes must not be included in the Contractor's price quotations. The University's Federal Excise Tax Exemption number is V21600092800.
- IV. **PAYMENT TO CONTRACTORS** – Upon receipt and acceptance of goods or services, payment for goods and/or services purchased by the University will be made to the contractor following the receipt of an acceptable invoice from the contractor.

5. **CONFIDENTIAL INFORMATION** - The Contractor will not, either directly or indirectly use or disclose any confidential or proprietary information including, without limitation, employee and student data, financial data, and information technology of the University, for any purpose other than the performance of the specific contract services, unless the Contractor has obtained prior written consent of the University, to the contrary. Contractor shall limit disclosure of confidential information to Contractor's employees with a need to know the confidential information.