

D-U-N-S 09-4738007
FED. ID 58-2608861District # 544
283 Gibraltar Rd- Dock A
HORSHAM, PA 19044-2305
215-347-6500

Johnson Controls Fire Protection LP

INVOICE NO.	INVOICE DATE	CUSTOMER PO
24269346	08-05-24	20073
CONTRACT #	MODIFIER	
80999944		
PAYMENT TERMS		
Net 60		

Bill To: 544-31030495Thomas Edison State University
111 W State St
ATTN Holly Macdonald
TRENTON NJ 08608-1101**Ship To:** 544-30008350Thomas Edison St University-George A Pr
Thomas Edison State University-George A
Pruitt Hall
301 W STATE ST
George A Pruitt Hall

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 State University-301 W STATE ST-30008350	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	-	\$12,647.69	Amount Of Current Invoice	-	\$12,647.69
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$12,647.69
			Payment Received	-	\$0.00

Total Amount Due  **\$12,647.69****REMITTANCE COPY**

TOTAL AMOUNT DUE

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

\$12,647.69**BILL TO:**
Thomas Edison State Universit
544-31030495**INVOICE NUMBER:** 24269346**INVOICE DATE:** 08-05-24**SHIP TO:**
Thomas Edison St University-George
544-30008350**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**5001264769224269346**



District # 544
 283 Gibraltar Rd- Dock A
 HORSHAM, PA 19044-2305
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Johnson Controls Fire Protection LP

INVOICE NO.

24269346

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
FIRE ALARM EXPERT SERVICE OFFER	01-JUL-24	30-JUN-25	301 W STATE ST, George A Pruitt Hall, TRENTON, NJ	SYSTEM-FA-SIMPLEX 4100ES FA-DUCT DETECTOR FA-HEAT DETECTOR FA-MAIN PANEL FA-NOTIFICATION APPL FA-POWER SUPPLY/NAC FA-PULL FA-SMOKE DET - W/HEAT/CO	1 29 3 1 15 5 15 34	SIMPLEX 4100ES FIRE ALARM PANEL Duct Detector Conventional Heat Detector Restorable Main Fire Alarm Panel Audio-Visual Notification Conventional Remote Power Supply/NAC Extender Pull Station Smoke Detector w/Heat & CO Conventional	\$8,822.95
EXTINGUISHER ESSENTIAL SERVICE	01-JUL-24	30-JUN-25	301 W STATE ST, George A Pruitt Hall, TRENTON, NJ	SYSTEM-EX-EXTINGUISHERS EX-DRY CHEM - CART OP	1 15	EXTINGUISHERS/PORTABLES SYSTEM Dry chem - cartridge - refillable (ABC)	\$107.25
SPRINKLER ESSENTIAL SERVICE OFFER	01-JUL-24	30-JUN-25	301 W STATE ST, George A Pruitt Hall, TRENTON, NJ	SYSTEM-SP-WET SPRINKLER SP-CONTROL VAL NO TAMP SP-WET SYSTEM SP-FLOW SWITCH	1 4 1 4	WET SPRINKLER SYSTEM Control valve Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve) Water Flow Switch (Each Additional)	\$1,831.93
SPRINKLER ESSENTIAL SERVICE OFFER	01-JUL-24	30-JUN-25	301 W STATE ST, George A Pruitt Hall, TRENTON, NJ	SYSTEM-SP-STANDPIPE SP-STANDPIPE SYSTEM	1 2	STANDPIPE SYSTEM Standpipe Test & Inspect	\$143.41
SPRINKLER ESSENTIAL SERVICE OFFER	01-JUL-24	30-JUN-25	301 W STATE ST, George A Pruitt Hall, TRENTON, NJ	SYSTEM-SP-FIRE PUMP SP-FIRE PUMP-ELE750- 1500	1 1	FIRE PUMP SYSTEM Fire Pump 750 - 1500 - Electric	\$1,028.83
SPRINKLER ESSENTIAL SERVICE OFFER	01-JUL-24	30-JUN-25	301 W STATE ST, George A Pruitt Hall, TRENTON, NJ	SYSTEM-SP-BACKFLOW SP-DOMESTIC BACKFLOW SP- BACKFLOW%	1 2 2	BACKFLOW SYSTEM Backflow Preventer- Domestic Forward Flow Only of Backflow for Fire [per NFPA 25-2011]	\$356.66



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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	301 W STATE ST, George A Pruitt Hall, TRENTON, NJ	SYSTEM-SP-DRY SPRINKLER SP-DRY SYSTEM	1 2	DRY SPRINKLER SYSTEM Dry System Test & Inspect (Includes Tamper, Pressure Switch, Low Air, Gate Valve, Valve Trim, Main Drain Valve, Fire Dept. Plastic Caps, Full Trip Test)	\$356.66



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.

- III. **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 NJSA 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.