

7122



UMDNJ
UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

For Legal Review

CONTRACT APPROVAL FORM

RECEIVED

Date: June 11, 2009

JUN 19 2009

UMDNJ
Office of Legal Management

Vendor Name: Nelbud Services Group, Inc.

Requisition#: Marketplace - M011083916

Contract#: C10-015

Bid/Waiver#: N/A

Buyer: Bette Bankston (BBJ)

Comments: One Year Service Agreement - Semi Annual Services of the Kitchen Exhaust Hood & Cleaning of Grease Traps for Kitchen Equipment in A/W Building - Stratford Campus

Cost: \$2,684.00
Start Date: July 1, 2009
End Date: June 30, 2010

Bette Bankston
MD 6/22/09

Summary - Requisition 11083916

General		Shipping		Billing	
Status	Pending Purchasing Next FY (Besty Bankston)	Ship To	Contact Name: Warren Wright Bldg/Room 856 566-6182 Science Center 2 Medical Center Drive Stratford, NJ 08084	Bill To	Accounts Payable Department 335 George Street, 4th Floor New Brunswick, NJ 08903 US US
Submitted	5/19/2009 5:07 PM	Delivery Options	Expedite X	Billing Options	Transaction Date 7/1/2009 (Set after 7/1/09 for 2010 Orders)
Cart Name	NELBUD	Ship Via	Best Carrier-Best Way		
Description	SVC CONTRACT FY'10	Req Delivery			
Priority	Normal				
Prepared by	Pauline Vogelsong				
Requestor Name	Michael Manchello Physical Plant				
Requestor Phone	856-566-2723				
Requestor e-mail	vogelspj@umdnj.edu				

Accounting Codes

Index	Fund	Organization	Program	Account	Location	Chart
901087 Building Maintenance- Stratford	UZ0000 Ctrl Supp Current Unrestricted Fund	901087 Const/Crafts/Syst South	502000 Building Maintenance	703101 RM-Building and Grounds	Q4 Liberty Plaza	1 UMDNJ Chart

Internal Notes and Attachments

Internal Note
THIS VENDOR IS THE WARRANTY DEALER FOR GAYLORD KITCHEN EQUIPMENT. vendor 609-965-6949 fax 609-965-0388

Internal attachments
NELBUD (2,026k)

External Notes and Attachments

Note to all Suppliers
contact person Warren Wright
856-566-6182

Attachments for all suppliers
PO Clauses
no clause

Supplier / Line Item Details

Nelbud Services Group Inc

Contract
no value

PO Number
To Be Assigned

PO Clauses
no clause

Quote number

Product Description	Catalog No	Size / Packaging	Unit Price	Quantity	Ext. Price
1 SERVICE AGREEMENT FOR SEMI-ANNUAL SVC OF THE KITCHEN EXHAUST HOOD AND THE CLEANING OF GREASE TRAPS FOR KITCHEN EQUIPMENT IN A/W BLDG-STRATFORD	N/A	1/EA	2,684.00 USD	1 EA	2,684.00 USD

Commodity Code
72000000

Internal Note
no note

Internal attachments

External Note
no note

Attachments for supplier

Supplier subtotal 2,684.00

Shipping	0.00
Handling	0.00
Supplier total	2,684.00 USD

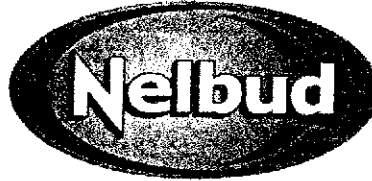
Shipping, Handling, and Tax charges are calculated and charged by each supplier. The values shown here are for estimation purposes, budget checking, and workflow approvals.

Subtotal	2,684.00
Shipping	0.00
Handling	0.00
Total	2,684.00 USD

011-083916

"WORKING TODAY..."

ISO 9001/2000 CERTIFIED



**...TOWARD A SAFER TOMORROW
SERVICE AGREEMENT**

This agreement is made on **March 18, 2009** between Nelbud Services Group, Inc. (NSG); and the (Customer) whose address is **UMDNJ- 40 East Lower Road, Suite 1005, Stratford, NJ 08084**

Attn. To: **Michael Manchello**

Purpose: This Kitchen Exhaust Service Agreement is designed to provide the most responsible building safety and regulatory compliance in areas covered by this agreement. NSG is certified by the *International Kitchen Exhaust Cleaners Association* and will perform all work in strict compliance with NFPA Standard 2004, OSHA regulations, IKECA & NADCA guidelines and all applicable Federal, State and Local codes.

Nelbud Services Group, Inc. will provide (customer) with the labor and materials to perform the following service: **Proper and Professional Cleaning of the Grease Exhaust System to Include Hoods, Filters, Duct and Fans.**

The above-described systems shall be cleaned on a regularly scheduled frequency of **See Addendum** times per year provided that the customer remains within acceptable payment terms.

This work shall be furnished for the amount of **See Addendum** for the initial service. Each subsequent scheduled service will be furnished for the amount of **See Addendum** during the first twelve (12) months subject to renewal thereafter.

To allow proper duct access, **0** doors are necessary, and shall be installed by us at the time of initial service for charge of **\$195** per door. (If, during the first twelve (12) months, it is determined additional access doors are necessary to achieve complete system access, they will be installed and invoiced at prevailing pricing for each access door.)

This agreement shall be for a fixed initial term of **one year**, commencing as of the date set forth above, deemed automatically renewed annually unless cancelled in writing by either party at least thirty (30) days prior to the expiration of this agreement.

Pricing does not include local, state or federal taxes where applicable

Prices quoted are only valid if accepted within thirty (30) days of agreement date.

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT.

ACCEPTED: Nelbud Services Group, Inc.

ACCEPTED: I AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

By _____
SALES REPRESENTATIVE

By _____
PRINT NAME AND TITLE

Francis X. Colford
Vice President for
Finance and Treasurer

Accepted, Read, Understood and Approved: _____
Intervenor/Notifying Renewal By: _____
Return Order Reviewed and Approved: _____

University of Medicine & Dentistry of NJ

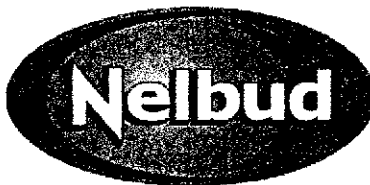
Approved:
As To Local Form

www.nelbud.com

011083916

"WORKING TODAY...

ISO 9001/2000 CERTIFIED



...TOWARD A SAFER TOMORROW"

GENERAL SERVICE AGREEMENT

Date: March 18, 2009

To: UMDNJ University of Medicine & Dentistry of NJ
Michael Manchello
40 East Lower Road, Suite 1005
Stratford, NJ 08084

Service to be provided:

NFPA 96, Sec 11.2.1 Water-Wash System Semi-Annual Inspection/Certification.

Price: \$342.00 per certification if performed during normal business hours M-F (not including Holidays) 8am-5pm.

(Time and 1/2 if after Normal Business Hours)

Payment due net 10 days from date of billing.

This agreement shall be for a fixed initial term of One (1) year, commencing as of the date set forth above, deemed automatically renewed for additional one (1) year term unless cancelled in writing by either party at least thirty (30) days prior to the expiration of the respective One (1) year term, through registered or certified mail, return receipt requested.

SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT.

Respectfully submitted by: M.Eckert

Nelbud Services Group, Inc. _____ Date _____

Approved By: _____
Owner Francis X. Colford _____ Date 6/24/09

P.O. #: _____
Vice President for
Finance and Treasurer

We remain at your service.

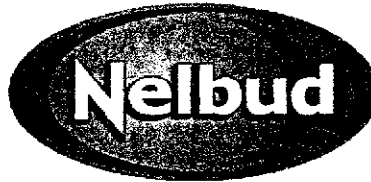
ISO Quality Information

Job Specifications Reviewed and Approved: _____

Internal Capability Reviewed By: _____

Return Order Reviewed and Approved: _____

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...TOWARD A SAFER TOMORROW

TERMS AND CONDITIONS OF SERVICE AGREEMENT

1. All accounts are COD unless open account status is approved. Payment terms are Net 10 days. Service will be temporarily discontinued to customers with account balances in excess of 60 days. Service will be re-instated when account is brought current. Continued delinquency will result in terms being modified to COD.
2. We shall use reasonable diligence to perform the service on the regularly scheduled service date. However, this date is not guaranteed, and we shall not be held responsible for incidental, consequential, direct or indirect damages of any nature caused thereby, or related thereto.
3. If a claim is asserted or litigation commences based on your default or breach, you will be obliged to pay attorney's fees equal to 30% of the monies due, together with costs and disbursements, if incurred.
4. Upon your refusal to accept service when service was scheduled and prior approval was confirmed by you, you will be responsible for 1/2 (half) the regularly charged amount.
5. If any disputes prevail, either the owner or NSG will express in writing to the other party, signed by either customer or NSG and delivered personally or by certified mail, return receipt requested, to the other party at the address written in this agreement.
6. This service agreement incorporates all the terms and conditions of our understanding and may not be modified except in writing signed by both parties hereto.
7. You shall mean and include the customer, it's agents, servants, employees, contractors, invitees, licensees and/or trespassers, by way of illustration, not limitation.
8. This agreement may be assigned by either party, provided the assignee assumes responsibility for all obligations hereunder, and if customer is the assignor, it and the guarantor shall remain liable in the event the assignee defaults.
9. In the event that any term or provision of this agreement is or is declared to be illegal, void or unenforceable, the same shall not affect or impair the other terms or provisions. The doctrine of severability shall be applied. The parties do not intend by this paragraph to imply the illegality, voidability or enforceability of any term or provision of this agreement.
10. As a result of NSG's presence on property, NSG will maintain insurance coverage required under the Worker's Compensation Laws of the State of New Jersey. NSG will also provide General Public Liability Insurance protecting the owner from liability for injuries to persons or property, which occur on or about the property, as a result of NSG activities.
11. Payment, disposal and containerization of waste as a result of work performed are the responsibility of the owner unless stated differently in the scope of services.
12. Jurisdiction of this contract shall be subject to and interpreted under New Jersey law. The venue shall be in New Jersey.
13. NSG is neither insured against nor assumes any risk as it relates to completed operations for mold, fungus, bacteria, or any organic material.
14. Unless specifically prohibited in writing, generally accepted conditions within this agreement shall be construed to allow verbal orders (particularly regarding emergency services) as part of this agreement.
15. Nelbud Services Group, Inc. makes no representations that it has any expertise in the awareness or remediation of mold, and shall assume no liability for any existence, circumstance or matter involving mold of any kind.
16. In keeping with NFPA 96, 2004 Ed.4.1.5, "The responsibility for inspection maintenance and cleanliness of the ventilation control and fire protection of the commercial cooking operations shall be the ultimate responsibility of the owner of the system provided that this responsibility has not been transferred in written form to a management company or other party". Nelbud Services Group, Inc. assumes no responsibility for fire or for any aspect of overall system fire safety.

**I accept terms and conditions: _____
Customer Signature

Francis X. Colford
Vice President for
Finance and Treasurer

University of Medicine & Dentistry of NJ

www.nelbud.com

P.O. Box 271 EGG HARBOR, NEW JERSEY 08215 (609) 965-6949 (800) 839-0832 FAX (609) 965-0388

~~Form No. 4403-10-5~~ Terms and Conditions, Revision 2, Rev Date: 8/8/05

Approved As To Legal Form

"WORKING TODAY..."



...TOWARD A SAFER TOMORROW"

Section 1
Exhaust System Cleaning

SCOPE

Nelbud Services cleaning will include all interior and exterior of the hoods, cleaning of filters, inspection/cleaning of interior of accessible ductwork and interior of the exhaust fan. NFPA 96 requires full and complete access throughout the exhaust system. Any inaccessible areas will be noted and communicated to you.

Our cleaning will involve the covering or removal of cooking equipment, manual scraping and application of USDA approved detergents, hot water applied and final high pressure rinse. At the completion of the cleaning process, all stainless steel hoods are hand dried and polished and equipment is returned to original position.

Any removed access doors are replaced and labeled with date inspected as required by NFPA 96, 2008, 11.6.10 standard. If exhaust fan(s) were found "on", they will be returned to that position.

Removed waste is deposited properly in kitchen trash receptacles/dumpster. Air flow readings will validate adequate draw. All pilots will be relit if on at the start of the work. Upon completion, a certificate shall be applied to the hood and a written report work order indicating all work performed or exceptions as required by NFPA 96, Section 11.6.13/14.

All services performed in a workmanlike manner and will comply with applicable standards set forth in the National Fire Protection Association and International Kitchen Exhaust Cleaners Association.

PROCEEDURES

The Operations Manager obtains work that is due from a computer schedule program which assures you that proper frequency will be maintained. The scheduling department will call you and verbally confirm a date and start time. Upon verbal agreement, a faxed Schedule Confirmation Form will be sent to the Contact Person with all applicable information which we require to be signed and faxed back.

Upon arrival, our crew lead will contact the manager in charge to notify our arrival. Work to be performed as described in the above Scope of Work. The written report/work order will be signed by both our crew lead and your designated person of approval and a copy left as per the referenced standard.

Continued

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P.O. Box 271 Egg Harbor, NJ 08215 (609) 965-6949 (800) 839-0832 Fax (609) 965-0388/965-3163