

11/002456

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION AWARDING BID FOR JAIL KITCHEN INDUSTRIAL DISHWASHER
FOR THE LAW ENFORCEMENT CENTER

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for the Jail kitchen industrial dishwasher purchase have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of Hockenbergs for Jail Kitchen Industrial Dishwasher in the amount of Thirty Four Thousand Three Hundred Five Hundred Eight Dollars and No Cents (\$34,358.00) is accepted, ratified, and confirmed.
- (2) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

The above resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 13th day of December, 2011.



Sarpy County Board Chairman

ATTEST: 


Sarpy County Clerk

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and Hockenbergs, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Jail Kitchen Industrial Dishwasher for the Sarpy County Law Enforcement Center; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Jail Kitchen Industrial Dishwasher in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.**
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.**
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.**
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.**

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
 2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Law Enforcement Center
Attn: Greg London
1208 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude

the pursuit of other remedies for breach of contract as allowed by law.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
 Clerk of Sarpy County
 1210 Golden Gate Drive
 Papillion, NE 68046

Vendor: Mr. Paul Parr
 Hockenbergs
 7002 F Street
 Omaha, NE 68117

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 13th day of December, 2011.

(Seal)



ATTEST:

[Signature]
Sarpy County Clerk

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

[Signature] 12/13/11
Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

[Signature]
Deputy County Attorney

Vendor: HOCKENBERG

By: [Signature]

Title: V.P.

Attest:

[Signature]
Witness

Bid Tab
Jail Kitchen Industrial Dishwasher

Open: 2:00 p.m.
December 8, 2011

	Buller Fixture Company	Hockenbergs
Dishwasher Unit		\$18,778.00
Dish Table		\$5,632.00
Installation		\$9,948.00
Grand Total	\$38,908.00	\$34,358.00
Installation Date	1/16/12	Not Listed

SPECIFICATIONS

Jail Kitchen Industrial Dishwasher For the Law Enforcement Center

SARPY COUNTY, NEBRASKA

PROPOSALS DUE: 2:00 p.m., Thursday, December 8, 2011

General Information

Notice to Vendors

Sarpy County is seeking proposals for Jail Kitchen Industrial Dishwasher for the Law Enforcement Center. The successful Vendor will supply and install requested equipment, as proposed.

Sealed bids will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 p.m., Thursday, December 8, 2011. Bids shall be in a sealed envelope, clearly marked "Sealed Bid - Jail Kitchen Industrial Dishwasher" and shall have the name of the Vendor, and the time and date of the bid opening. **Do not fax bids, only sealed bids will be accepted.**

Submit one (1) original and three (3) copies of the entire Bid Form including attachments.

There will be a non-mandatory pre-bid meeting held in the Administrative Conference Room, 1210 Golden Gate Drive, Papillion, NE 68046 at 10:00 a.m., November 28, 2011.

Requests for information and clarification questions must be received by December 1, 2011 at 12:00 P.M. in order for Sarpy County to have time to issue an addendum.

Bidding criteria must be received from Beth Cunard, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046, (402) 593-4476, bcunard@sarpy.com or via the internet at www.sarpy.com.

Vendors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Bids must be sent to:

Deb Houghtaling
Sarpy County Clerk's Office
1210 Golden Gate Drive
Papillion, NE 68046

Bids not addressed and delivered to the above person will not be considered. Bids received after the above stated time and date will not be considered.

Bid opening will be a public opening to be held in the Sarpy County Administrative Conference Room at 1210 Golden Gate Drive, Papillion, NE. The bid opening will be at 2:00 p.m., Thursday, December 8, 2011.

All bids submitted shall be valid for a period of sixty (60) days following the final date for submission of bids.

Sarpy County will not be liable for costs incurred by Vendors for proposal preparation, printing, demonstration, or any other costs associated with or incurred in reliance on proposal creation.

All such costs shall be the responsibility of the Vendor.

The bids shall include all charges and applicable taxes, F.O.B., 1208 Golden Gate Drive, Papillion, Nebraska. The Vendor need not include sales tax in the bid. Sarpy County will, upon request, furnish the successful Vendor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Vendor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all bids and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Procedures for Evaluation and Awarding of Bid

1. Evaluation will be done by Beth Cunard, Sarpy County Purchaser along with personnel from the Sheriff's Office and Facilities Management. After evaluation the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our internet site www.sarpy.com. The Commissioners award the bid by majority vote.
2. The following factors will be used to consider the award of the bid, where applicable:
 - a. Compliance with all requirements.
 - b. Price.
 - c. The ability, capability, and skills of the Vendor to perform.
 - d. The character, integrity, reputation, judgment, experience, and efficiency of the Vendor.
 - e. The quality of previous performance.
 - f. Whether the Vendor can perform within the time specified.
 - g. The previous and existing compliance of the supplier with laws.
 - h. The life-cost of the personal property or services in relation to the purchase price and specified use.
 - i. The performance of the personal property or service taking into consideration any commonly accepted tests and standards of product, service, usability and user requirements.
 - j. The energy efficiency ratio as stated by the supplier.
 - k. The life-cycle costs between alternatives for all classes of equipment, the evidence of expected life, the repair and maintenance costs, and the energy consumption on a per year basis.
 - l. Such other information as may be secured having a bearing on the decision.

Terms and Conditions:

1. Performance Bond:

The successful Vendor shall be required to furnish a performance bond, and said bond shall be in the amount of 100% of the total amount of the bid, written by a surety licensed to do business in the State of Nebraska. Said performance bond shall be provided to the Sarpy County Clerk within ten (10) days after execution of the contract documents and bid award. Bond may be secured through the Vendor's usual sources.

2. Information, Discussion, and Disclosures:

- a. Any information provided by Sarpy County to any Vendor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.
- b. The Vendor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.
- c. No interpretation of the meaning of the specifications, or other bidding documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Vendor.
- d. Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Cunard, 1210 Golden Gate Drive, Papillion, NE 68046 or bcunard@sarpy.com. **Requests must be received by 12:00 p.m., December 1, 2011 in order for Sarpy County to have time to issue an addendum. Requests received after deadline may not be considered.** In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the bidding documents prior to the proposed bid date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Vendors at the respective addresses furnished for such purpose.

3. Addenda:

- a. All addenda will become part of this RFP and must be responded to by each Vendor.
- b. All addenda must be acknowledged in writing in the bid submitted by the Vendor.
- c. This RFP, any subsequent addenda, and any written responses to questions take

precedence over any information previously provided.

4. Confidentiality of Documents:

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Vendors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any "proprietary, trade secret, or confidential commercial or financial" information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. The Vendor will be required to fully defend, in all forums, Sarpy County's refusal to produce such information; otherwise, Sarpy County will make such information public.

5. Non-Discrimination Clause:

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Vendor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

6. Conflict of Interest Clause:

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

7. Payment Terms:

The successful Vendor shall submit an itemized invoice for payment. Sarpy County will make payment to the successful Vendor within thirty (30) days after receipt of invoice , satisfactory delivery and installation.

8. Supplemental Terms and Conditions/Modifications:

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Vendor.

9. Termination:

Either party may terminate the Contract with ninety (90) days' written notice to the other.

10. Residency Verification:

The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

11. Breach:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate

provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

12. Insurance Requirements:

The Vendor shall not begin work under this Agreement until all insurance certificates have been filed with the Sarpy County Clerk.

Vendor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Vendor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees.

Workers' Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The products/completed operations limit shall not be less than \$2,000,000.

Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident.

Certificate of Insurance

The Vendor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Vendor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the general liability and automobile liability insurance coverage required under this section.

The Vendor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Vendor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Vendor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Vendor shall furnish evidence that the insurance company or companies being used by the Vendor meet the minimum requirements listed in this section.

Upon request by the County, the Vendor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Vendor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Vendor is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

13. Assignment:

The Vendor may not assign this Contract without the prior written consent of the County.

14. Subcontracting:

Vendor may not subcontract the work to be performed, without prior written consent of the County. If such consent is granted, Vendor will retain responsibility for all work associated with the Contract. The Vendor must identify any subcontractors it intends to use in the execution of this Contract. The Vendor must identify subcontractors in writing within the proposal.

15. Independent Contractor:

The Vendor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Vendor, its officers, employees and agents shall at no time represent the Vendor to be other than an independent contractor or represent themselves to be other than employees of the Vendor.

16. Indemnity:

The Vendor shall indemnify and save harmless Sarpy County, its officers, employees and agents from all loss, claims, suits or actions of every kind and character made upon or brought against Sarpy County, its officers, employees, or agents, for or sustained by any party or parties as a result of any act, error, omission or negligence of said Vendor or its servants, agents, and subcontractors; and also from all claims of damage in fulfilling this Contract.

Specifications:

Sarpy County is seeking proposals for the inside delivery, uncrate and turn key installation of one (1) industrial dishwasher and dish table with scrap sink per the below specifications. Only new equipment shall be furnished. The successful bidder shall be a firm regularly engaged in the sale and installation of the equipment requested.

1. Bid Requirements:

Vendor shall submit the attached Bid Form with the following information:

1. Company Information:

Vendor will provide the following company information on the bid form:

1. Years in business;
2. Number of employees; and,
3. Total sales for last three (3) years.

2. References:

Each Vendor must include with its proposal a list of no less than three (3) current references that have purchased the specified product or service within the last two (2) years. The list must include the name of the company along with the name, phone number, and email of a contact person for each company.

3. Literature:

Vendor shall attach three (3) sets of detailed specifications or advertising

literature of systems to the bid form. Any information necessary to show compliance with these requirements not given on the attached advertised data sheets shall be supplied in writing and attached to the bid proposal. Lack of sufficient information supplied with a proposal is cause for automatic rejection of such bid.

4. Deviations:

Once the bid has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

5. Exceptions:

These specifications are minimum acceptable specifications. You may bid other than what is specified if it is of higher specification than what is requested. Vendor must list any exceptions to the bid specifications on the bid form.

6. Warranty:

A copy of all manufacturer's warranties shall be included in Vendor's proposal.

The Vendor shall warrant all materials, workmanship and equipment against defects for a period of one year beginning on the date of substantial completion except that certain equipment shall be warranted for longer periods as described in manufacturer's warranties.

2. Technical Specifications:

Vendor to mark "yes" or "no" any item not marked will be considered as an exception to the minimum specifications.

YES/NO

Dishwasher Unit

1. Unit to include a rinse system using no more than .62 gallons per rack at 20 psi.,480/60/3 electrical

2. Final rinse rate to be 2.1 GPM or 126 GPH.

3. Dishwasher shall have consistent movement of the ware through the machine.

4. Unit to be equipped with ball detent clutch drive system to prevent damage to conveyor and drive motor if a rack should be obstructed.

YES/NO

/

5. Anti-jam protection to include an electronic sensor to monitor the drives output RPM and electrically shut the unit off in the event of a change in RPM.

/

6. Conveyor dwell to be standard.

/

7. Machine to have a dual point of push for the conveyor system to reduce stress on the drive.

/

8. Machine to have a dual side pawl conveyor driven by 1/6 HP motor providing a simultaneous even push through of the racks.

/

9. Machine to have double wall insulated hinged doors with SST and UHMW door seals.

/

10. Machine have fully wrapped lower front, side and underneath panels.

/

11. Inspection door opening to measure at least 36" x 27".

/

12. Rinse arms should include a mechanism to ensure that the rinse arms and nozzles are properly seated in the machine to provide a consistent sanitizing rinse pattern.

/

13. Soil management system to have a single SST slanted screen, and a deep collection basket.

/

14. Machine to have a minimum capacity of 200 racks per hour.

/

15. Unit length to be a minimum of 44".

/

16. Top mounted microprocessor controls mounted in SST enclosure.

/

17. Field convertible for low temperature or high temperature final rinse application.

/

18. Tank and chamber to be constructed of a minimum of #16 gauge stainless steel.

/

19. Wash motor to be a minimum of 2 HP with inherent overload protection and manual reset located on the motor.

/

20. Stainless steel, self-draining pump and impeller mounted above the water line orientation for longer life.

/

21. Pump capacity of a minimum of 165 gpm.

YES/NO

/___

22. Single point electrical connection (3 phase only, does not include the electric booster heater).

/___

23. Dishwasher to be provided with a 15 KW electric immersion heater. Heating device to be interwired at factory. Heating device to be controlled by solid-state thermostat with positive low water protection.

/___

24. Machine to be furnished with top mounted digital display to provide accurate temperature readouts.

/___

25. Standard features to include, at a minimum, a dirty indicator with an optional shut down mode, energy saver mode, low temperature alerts for all zones, service diagnostics, de-lime notifications and operating indicators.

/___

26. Integrated SST pump intake screen.

/___

27. Machine to have self aligning stainless steel upper and lower wash arms with computational fluid dynamics debossed anti-clogging nozzles.

/___

28. Wash pipes to be located on the exterior rear panel for an obstruction free interior.

/___

29. Rinse arms to include an integrated in line water filter.

/___

30. Final rinse to be automatically activated when racks enter the rinse zone.

/___

31. Electrical interface points for chemical connections provided as standard.

/___

32. 30KW built-in booster heater.

/___

33. Automatic fill to be standard with tank water level to be automatically maintained.

/___

34. Drain handle to be located outside of the water zone and to be automatically closed upon closing the inspection door.

/___

35. Stainless steel front panel, frame, feet, legs; wash tank, and chamber; removable strainer pans and large deep basket; integrated pump intake screen assembly; channel; stainless steel splash shields, Vent hoods(2) for load & unload end, two sheet pan racks and water hammer arrestor kit.

/___

36. Conveyor type dishwasher should include at least two (2) vent hoods, domestic and at least two (2) racks, six (6) sheet pan.

YES/NO

37. System should have a vacuum breaker to the machine.

Dish Table

1. Stainless steel soiled L shaped dish table with scrap sink approx. 114" x 70" with S/S legs.

2. Stainless Steel wall flashing 78" high on 72" x 170" wall. Modify stainless steel duct work from vent hoods to above drop ceiling.

Installation

1. Successful bidder shall provide a turn key solution including removal and disposal of existing equipment, electrical and plumbing along with the installation of the new dishwasher, dish table, electrical and plumbing.

2. Vendors shall be responsible for accurate measurements for any dish table modifications.

3. Vendor shall disconnect all utilities and condensate ducts from existing machine and discard the machine.

4. Vendor shall furnish labor and materials to set the new machine and dish table and make connections for electrical and plumbing. All electrical and plumbing work to be done by vendor or subcontractor. This would should be done by a licensed professional.

5. All welding shall be done off site and polished. Onsite welding will be allowed only by specific permission given by the County.

6. Installation shall include modification of stainless steel duct work and install S/S wall flashing.

7. Vendor shall reuse existing clean dish table, Salvajar disposer and pre rinse spray.

8. Work is to be conducted inside a secure facility. Sarpy County will conduct background checks on any employee or subcontractor employee to enter into the facility. The County reserves the right to reject entry by any person into the facility.

9. Vendor is responsible for all trash removal, off site.

10. Any damage to County property during the delivery or installation of the

YES/NO

product is the responsibility of the Vendor.

11. All work shall be coordinated with the County at least 48 hours prior to being on-site. Lack of coordination could result from being turned away from the job site.

12. All work, including electrical and plumbing, must be evaluated and accepted by the County before final payment is made.

13. Maintenance shall be described within an attachment to the proposal. The County requires same day service on all emergency repairs. Non-emergency repairs can be made the next business day.

EXCEPTIONS/CLARIFICATIONS/COMMENTS

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

COMPANY NAME: HOCKENBERGS

Sarpy County, Nebraska
Jail Kitchen Industrial Dishwasher
Bid Form

Total Bid - Dishwasher Unit: \$ 18,778.00

Total Bid - Dish Table: \$ 5,632.00

Total Bid - Installation: \$ 9,948.00

Grand Total: \$ 34,358.00

*Prices are to be F.O.B. - 1208 Golden Gate Drive, Papillion, NE 68046

INSTALLATION DATE: _____

Company Information:

Years in business: 103

of employees 150

Total sales last 3 years	<u>81,000,000.00</u>	2010
	<u>72,000,000.00</u>	2009
	<u>67,000,000.00</u>	2008

References:

Company Name: CENTURY LINK
Address: 455 N. 10TH ST. OMAHA NE
Contact Name: DAVE DONALDSON Phone Number: 707-0132
Fax Number: _____ Date of Purchase: 10/10/09
Email: _____

Company Name: TD AMERITRADE STADIUM
Address: 1200 MIKE FAHEY OMAHA, NE
Contact Name: WILGORMAN Phone Number: 210-7603
Fax Number: _____ Date of Purchase: _____
Email: _____

Company Name: IOWA WESTERN COMMUNITY COLLEGE
Address: 2700 COLLEGE ROAD COUNCIL BLUFFS IA
Contact Name: GREG CLAUSEN Phone Number: 712-325-3424
Fax Number: _____ Date of Purchase: _____
Email: _____

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1 _____ ✓
Addendum #2 _____ ✓
ADDENDUM #3 _____ ✓

Attachments: Literature/Cut-sheets
Warranty Information

HOCKENBERGS

PAUL PARR

Company Name

Company Representative (Please print)

[Signature]

402-339-8900

Authorized Signature

Telephone Number

7002 "F" STREET

402-339-9232

Address

Fax Number

OMAHA, NE 68117

PAULP@HOCKENBERGS.COM

City, State & Zip

E-Mail Address

*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.

Exhibit "A"
AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and hereinafter "County", and _____ hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Jail Kitchen Industrial Dishwasher for the Sarpy County Law Enforcement Center; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Proposals prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the installation and materials for Jail Kitchen Industrial Dishwasher in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance, if applicable.
- D. The Vendor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Vendor is an individual or sole proprietorship, the following applies:

- 1. The Vendor must complete the United States Citizenship Attestation

Form, available on the Department of Administrative Services website at www.das.state.ne.us.

2. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 3. The Vendor understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.
- E. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid. Such invoices shall be submitted to:

Sarpy County Law Enforcement Center
Attn: Greg London
1208 Golden Gate Drive
Papillion, NE 68046

- F. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice, the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provision held to be invalid.

SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contains the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: _____

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2011.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Sarpy County Clerk

Chairperson
Sarpy County Board of Commissioners

Approved as to form and content:

Deputy County Attorney

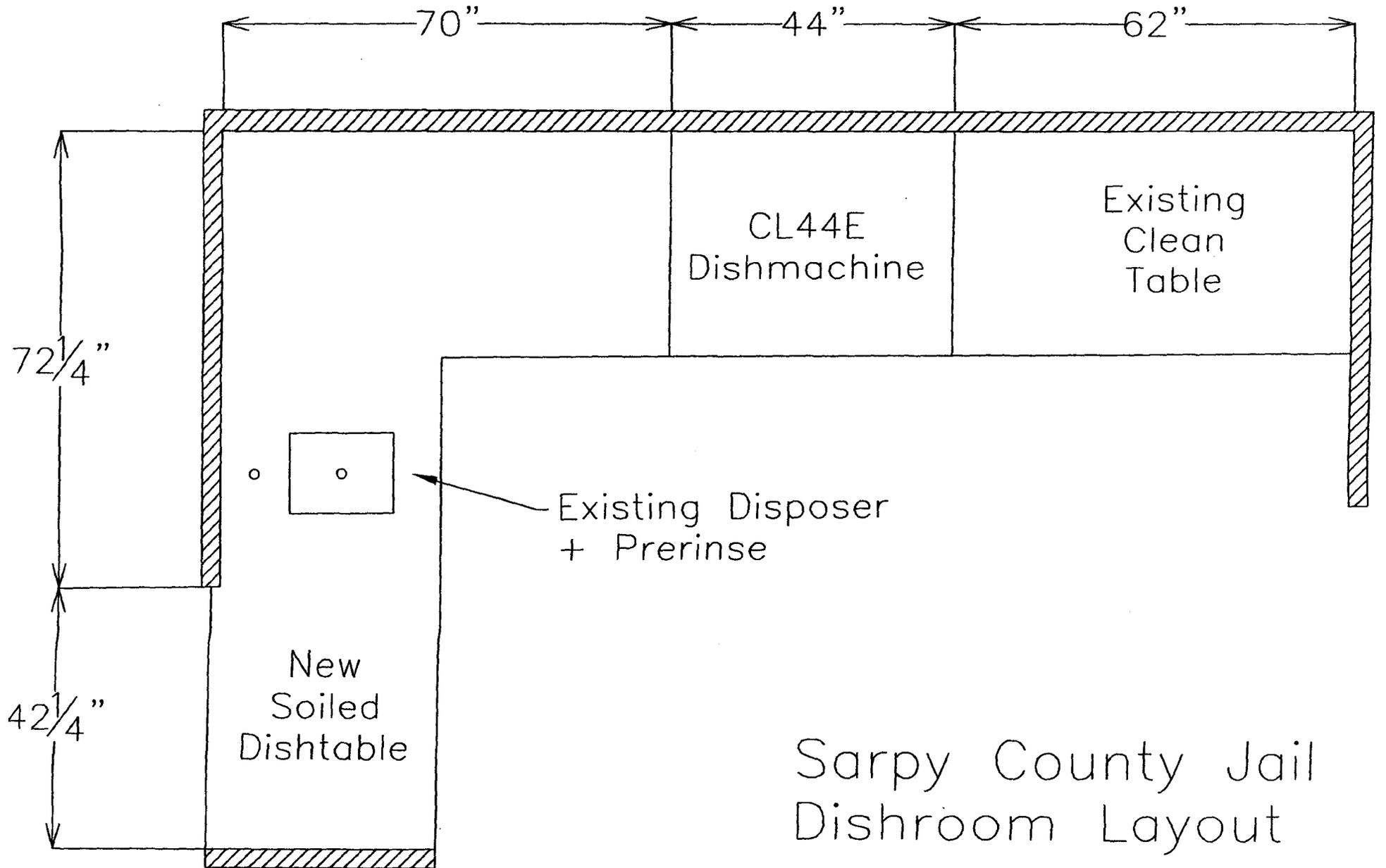
Vendor: _____

By: _____

Title: _____

Attest:

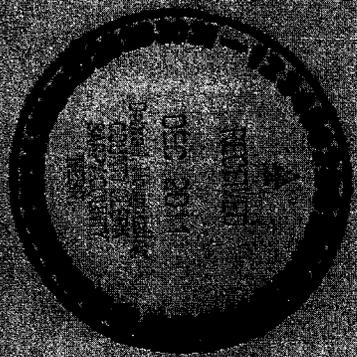
Witness



Sarpy County Jail
Dishroom Layout

POSTAL DISHONORABLE
THE LAW CENTER
COLUMBIAN CENTER

TO: DEBRA HOUGHTALING
SARPY COUNTY CLERK
1210 GOLDEN GATE DRIVE
PADILLION, NE 68046-2895



12:30 PM
11, 2011

12/20/11 2:00 PM

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
PAPILLION, NE 68046



Brian Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Asst. Purchasing Agent
(402) 593-4164
Beth Cunard, Senior Buyer/Contract Administrator
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

Memo

To: Sarpy County Board of Commissioners

From: Beth Cunard

Re: Jail Dishwasher

On December 8, 2011 the Purchasing Department opened two bids for the Jail Kitchen Industrial Dishwasher and it is recommended the bid be awarded to Hockenbergs for \$34,358.00. Facilities Management and the Jail have previously worked with Hockenbergs and find their quality of service and installation to be acceptable.

This has been placed on the December 13, 2011 Board agenda for recommended approval. Should you have any questions, please feel free to contact me at bcunard@sarpy.com.

December 8, 2011



Beth Cunard

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
Ross Richards
Capt. London

**INLAND
INSURANCE COMPANY**

PO Box 80468
Lincoln, Nebraska 68501

**UNIVERSAL
SURETY COMPANY**

PERFORMANCE BOND

Conforms with the American Institute of Architects, AIA Document A311

BOND NO. 116733

KNOW ALL MEN BY THESE PRESENTS:

That Hockenbergs Equipment & Supply Co., Inc.
as Principal, hereinafter called Contractor, and Inland Insurance Company a corporation organized and existing
under the laws of the State of Nebraska, Lincoln, Nebraska, as Surety, hereinafter called Surety, are held and firmly bound unto
Sarpy County Clerk, 1210 Golden Gate Drive, Papillion, NE 68046
as Obligee, hereinafter called Owner, in the amount of
Thirty-four Thousand Three Hundred Fifty-eight and 00/100----- Dollars (\$ 34,358.00),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____ 20____, entered into a contract with Owner for
Jail Kitchen Industrial Dishwasher/Law Enforcement Center
Papillion, NE

in accordance with Drawings and Specifications prepared by _____
(here insert full name, title and address)
_____, which contract is by reference made a
part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's
obligations thereunder, the Surety may promptly remedy the default, or shall promptly

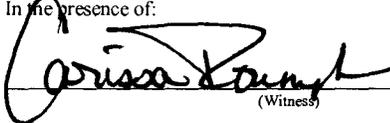
- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety
of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest
responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though
there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and
damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of
the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and
any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract
falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs,
executors, administrators or successors of the Owner.

Signed and sealed this 6th day of February, 20 12.

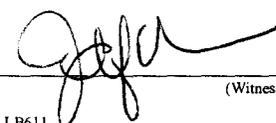
In the presence of:


(Witness)

Hockenbergs Equipment & Supply Co., Inc.

By:  (Seal)
Principal

Inland Insurance Company


(Witness)

By:  (Seal)
Surety

INLAND INSURANCE COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the INLAND INSURANCE COMPANY, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

Jacqueline L. Drey or Ronald R. Allison or Kevin J. Stenger
or Sherri F. Pallas, Omaha, Nebraska or Leo D. Allison, Elkhorn, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the INLAND INSURANCE COMPANY, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, INLAND INSURANCE COMPANY has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 15th day of June, 20 11.

INLAND INSURANCE COMPANY

Secretary/Treasurer

By

President

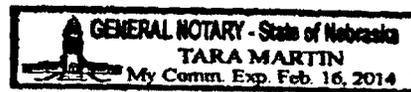
State of Nebraska

ss.

County of Lancaster



On this 15th day of June, 20 11, before me personally came Curtis L. Harter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the INLAND INSURANCE COMPANY, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.



My Commission Expires February 16, 2014.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of INLAND INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said INLAND INSURANCE COMPANY, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 6th day of February, 20 12.

Assistant Secretary

