

EXHIBIT 1

NEMAHA COUNTY, KANSAS EMS FACILITY REQUEST FOR PROPOSAL

Date Available: June 8, 2026

Closing Date: June 26, 2026 at 12:00 PM

Contact: Austin Parker, Nemaha County Administrator
Telephone: (316) 209-6591
E-Mail Address: austin@parkerparkerlawfirm.com

Item:

Occupancy-Ready Enclosed Freestanding Wood-Framed or Steel-Framed (approximately) 60' x 80' Steel-Sided Partially Climate-Controlled Facility, with Four Oversized Overhead Doors and a Concrete Slab Floor Designed to Accommodate Heavy Equipment, to be used as an EMS Garage/EMS Facility and Office with ADA-Accessible Restroom and to be Located on existing Nemaha County, Kansas Property ("EMS Facility")

Location: Intersection of 7th Street and Nemaha Street, Seneca, Kansas (location visually identified in Exhibit 1 to this Request for Proposal)

Scope: Nemaha County, Kansas ("County") is requesting proposals from entities ("bidders") to singularly or jointly design, engineer and construct the above-described EMS Facility. This Request for Proposals ("Request") is a formal invitation to bidders to submit bids in accordance with the specifications, and bid format instructions described herein.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions and requirements of this Request may result in the rejection of a bid.

REQUEST FOR PROPOSAL

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SIGNATURE SHEET

Item: EMS Facility
County: Nemaha County, Kansas
Closing Date: June 26, 2026, 12:00 PM

We submit a proposal to furnish requirements during the contract period in accordance with the specifications. **I hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.**

Legal Name of Person, Firm or Corporation _____

Toll Free Telephone _____ Local _____ Fax _____

E-Mail _____

Mailing Address _____

County & State _____ Zip Code _____

FEIN Number _____

Signature _____ Date _____

Typed Name of Signature _____ Title _____

If awarded a contract and the primary contact will be other than above, indicate name, mailing address and telephone number below.

Name _____

Address _____

County & State _____ Zip Code _____

Toll Free Telephone _____ Local _____ Fax _____

E-Mail _____

Website _____

**SECTION I
CONDITIONS TO BIDDING**

1.1 **Inquiries:** All inquiries shall be directed by telephone or email to the County Administrator at Nemaha County, Kansas. The County Administrator's contact information is as follows:

Austin Parker
County Administrator
Nemaha County, Kansas
607 Nemaha St.
Seneca, Kansas 66538
Telephone: 316-209-6591
E-Mail Address: austin@parkerparkerlawfirm.com

Communication is prohibited between the bidders, their employees, representatives, or agents, and any County employee, representative, or agent, other than as stated above, regarding this Request except with designated participants in attendance **ONLY DURING:**

The Pre-Proposal Conference
Negotiations
Contract Signing
As otherwise specified in this Request.

Violations of this provision by a bidder or County personnel may result in the rejection of the proposal.

1.2 **Negotiated Procurement:** Final evaluation and award is made by the County.

1.3 **Questions to Bidders:** Any, all, or no bidders may be required to explain their understanding and approach to the project and/or respond to questions from the County concerning the proposal; or, the County may award to the low bidder without conducting negotiations. The County reserves the right to request information from bidders as needed. If information is requested, the County is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a best and final offer to the County. Prior to a specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings with representatives of the County are generally not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the County.

1.4 **Pre-proposal Conference** - A pre-proposal conference will be held at 10:00 a.m. on Monday, June 22, 2026 at the Nemaha County Courthouse, Commissioner Room, 607 Nemaha St. Seneca, Kansas 66538. **ATTENDANCE IS NOT REQUIRED AT THE PRE-PROPOSAL CONFERENCE. ALL QUESTIONS REQUESTING CLARIFICATION OF THIS REQUEST TO BE ADDRESSED AT THE PRE-PROPOSAL CONFERENCE MUST BE SUBMITTED IN WRITING BY E-MAIL TO THE COUNTY ADMINISTRATOR AT AUSTIN@PARKERPARKERLAWFIRM.COM PRIOR TO 12:00 P.M. ON FRIDAY, JUNE 19, 2026.** Impromptu questions will be permitted and spontaneous unofficial answers provided, however bidders should clearly understand that the only official answer or position of the County will be in writing.

Failure to notify the County of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of the County. Any modification to this Request as a result of a written question requesting clarification, as well as written answers to written questions not resulting in a modification to this Request, shall be made in writing by addendum and mailed to all bidders who received the original request from the County. Only written communications are binding.

Austin Parker
County Administrator
Nemaha County, Kansas
607 Nemaha St.
Seneca, Kansas 66538
Telephone: 316-209-6591
E-Mail Address: austin@parkerparkerlawfirm.com

1.5 **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All Responses will become the property of the County and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

1.6 **Criteria for Evaluating Bid Proposals:** The County shall make Award in the best interest of the County.

General: The bidder should develop a proposal through a process that considers the mission and involvement of the County. All proposals submitted in response to this Request will be evaluated by the County using the following criteria and factors (listed in no particular order of importance):

1.6.1 **TIMING OF DELIVERY.** Services are requested as soon as possible. The project is desired to be fully completed and functional by December 31, 2026.

1.6.2 **TECHNICAL RESPONSE.** This includes the extent to which the bidder effectively demonstrates an understanding of the needs of the County as described in this Request, and offers appropriate solutions to meet those needs. The quality of the technical Response is measured by the extent to which the specifications are adequately addressed within the bidder's proposal, and the extent to which the bidder may suggest recommendations for improvements.

1.6.3 **RESPONSE Format and Completeness.** Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. Especially in joint bidder proposals, it is important to specify the exact delegation of duties, including who is ultimately responsible for the overall completion of the project and obtaining a Certificate of Occupancy for the EMS Facility. It is also important to explain how joint bidder conflict will be resolved and project deficiencies will be addressed. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.

1.6.4 **Financial Ability.** The bidder's demonstrated financial ability to implement, manage and maintain the proposed offering.

1.6.5 **Experience and Qualifications.** The bidder's general experience and qualifications, and the County's assessment of bidder's ability to perform the work in a timely and professional manner. The experience and professionalism of the bidder in securing the worksite and materials is also a consideration.

1.7 **Acceptance or Rejection:** The County reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

- 1.8 **Agreement:** The successful bidder will be required to enter into a formal contract that is acceptable to the County. Special Provisions within the agreement allow for the addition of attachments, amendments, and special conditions that may be negotiated by the successful bidder and the County. The bidder's Response to this Request shall be included as a legal part of the agreement. In the absence of any language to the contrary, this Request will be the determining document in questions of compliance with the specifications for this project.
- 1.9 **Contract Formation:** No contract shall be considered to have been entered into by the County until all statutorily required signatures, bonds and certifications have been rendered; and a written contract has been signed by the successful bidder.
- 1.10 **Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of the County. All information contained in proposals will become open for public review once a contract is signed or all proposals are rejected.
- 1.11 **Federal, State and Local Taxes and Permit Fees-Government Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes and permit fees. The successful bidder shall pay all taxes and permit fees lawfully imposed on it with respect to any product or service delivered in accordance with this Request. However, before embarking on this project, the successful bidder shall ascertain from the County which taxes and permit fees this project may be exempted from based upon the County's status as a government entity, including ascertaining any necessary processes and/or documentation in regard to any exemption.
- 1.12 **Debarment of Contractors:** Any bidder who defaults on delivery as defined in this Request may be barred after reasonable notice to the person involved and reasonable opportunity for that person to be heard. The Mayor, after consultation with the attorney of record for the County, may debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Mayor, after consultation with the attorney, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity, which might lead to debarment. The suspension shall not be for a period exceeding three years unless a criminal indictment, information or complaint has been issued for an offense which would be a cause for debarment, in which case the suspension shall, at the request of the attorney, remain in effect until after the trial of the suspended person.
- 1.13 **Insurance:** The County shall not be required to purchase any insurance against loss or damage to any personal property prior to installation nor shall the County establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the bidder shall bear the risk of any loss or damage to any personal property prior to installation.
- 1.14 **Standard of Care:** Each Contractor shall exercise the same degree of care, skill, and diligence in the performance of all duties for the County in fulfillment of this Request that is ordinarily possessed and exercised by reasonable, prudent, and experienced like professionals under similar circumstances. At the County's request, each Contractor shall re-perform any task which fails to satisfy this standard of care. If any Contractor fails to possess and exercise such care, skill, and diligence in fulfilling its duties pursuant to this Request, that Contractor shall be responsible to the County for any resulting losses or damages.
- 1.15 **Qualifications:** Each Contractor represents it has all necessary licenses, permits, and certifications required to perform its proposed duties for the County in fulfillment of this Request.
- 1.16 **Permits, Inspection, Legal Compliance:** Each Contractor shall obtain and comply with all necessary licenses for its functions in the design, engineering and construction of the EMS Facility, including but not limited to final inspection and a certificate of occupancy by the appropriate governmental entity. In this regard, each Contractor shall comply and cause its sub-contractors to

comply with all applicable federal, state, and local laws, orders, rules, and regulations relating to the fulfillment of this Request.

SECTION II PROPOSALS INSTRUCTIONS

- 2.1 **Preparation of Proposals.** The County has the right to rely on any price quotes provided by bidders. The bidder shall be responsible for any mathematical error in price quotes. The County reserves the right to reject proposals, which contain errors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor, or County employee.

Proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this Request For Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request For Proposal without additional clarification shall not be considered responsive.

- 2.2 **Deadline for Submission of Proposals:**

Proposals shall be submitted in sealed envelopes and the outside envelopes shall be clearly identified with this Request and the bid closing date. The sealed bid shall be delivered either by mail or hand-delivery to the Nemaha County Clerk's Office by 12:00 PM CDT on Friday, June 26, 2026. The County is relieved of any responsibility if the bidder fails to comply with this requirement. **Bids will be opened during the June 29, 2026 public meeting of the Nemaha County Board of County Commissioners. This meeting is scheduled to commence at 9:00 AM that morning.**

- 2.3 **Signature of Proposals:** Each proposal shall give the complete email and mailing address of the bidder(s) and be signed by an authorized representative of each separate bidder by original signature with his or her name and legal title typed below the signature line. Each proposal shall include each bidder's social security number or Federal Employer's Identification Number. A Signature Sheet has been provided as part of this Request. It should be completed and returned by each bidder as part of the Proposal.
- 2.4 **Acknowledgment of Addenda:** The County reserves the right to change the acquisition schedule and amend this Request prior to the due date of Responses. If it becomes necessary to revise any part of this Request, an Addendum shall be provided to all potential bidders who have requested a copy of this Request. All bidders shall include acknowledgment of all Addenda as part of their proposal. Failure to acknowledge Addenda may be grounds for disqualification of the proposal.
- 2.5 **Modification of Proposals:** A bidder may modify a proposal by email at any time prior to the closing date and time for receipt of proposals.
- 2.6 **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the bidder to the County's contact person prior to the closing date.
- 2.7 **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Nemaha County, Kansas
607 Nemaha St.
Seneca, Kansas 66538

Proposal results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a proposal tabulation from the County. Bid results can be obtained by sending (do not include with bid): A self-addressed, stamped envelope;

Send to:

Nemaha County, Kansas
Attn: County Administrator
RE: Bid Results/Copies
Nemaha County, Kansas
607 Nemaha St.
Seneca, Kansas 66538

Copies of individual proposals may be obtained under the Kansas Open Records Act by contacting the County Clerk of Nemaha County, Kansas to request an estimate of the cost to reproduce and post the documents and remitting that amount with a written request to the above address, or a bidder may make an appointment with the County Clerk to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

2.8 **Notice of Award:** An award is made on execution of the written contract by all parties. Only the County is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

2.9 **Additional Proposals:** Bidders may submit more than one proposal; however, the proposals for each site shall be in accordance with the provisions of this Request. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.

A clear, well-organized and complete proposal will facilitate the review and selection process. Please follow the proposal format described, as failure to do so may result in disqualification.

A completed proposal submission package from respondents consists of the following elements:

-Preparation of a narrative section for the proposal, as described below.

2.10 **Proposal Format:** No paperwork or form is provided by the County for the proposal. Instead, bidders are asked to prepare their proposals in a format that they believe best conveys the details of their plan for the provision of the goods and services described in Section IV of this Request. The proposal should also fully describe the work and materials being proposed, including costs, prices, and warranties.

As a general guideline in preparing the narrative, bidders should also be careful to thoroughly identify themselves, both individually and/or corporately. At minimum, all bidders shall provide the following identifying information in the narrative portion of their proposals:

- **Bidder Identification** - Name, address, phone number, and authorized signature of bidder.
- **Corporate identification** - If applicable, bidder's corporate or other business information, date established, structure (trust, partnership, corporation, non-profit, etc.), and federal tax identification number.
- **As part of the bid, each bidder should present:**
 - A thorough explanation of the proposed approach and process to be utilized in the design, engineering and construction of the EMS Facility
 - A proposed scope of materials and services to be provided by each bidder for the design, engineering and/or construction of the EMS Facility, including specific

descriptions, samples and/or explanations of materials, services, processes, costs and prices.

- Identification of each bidder's key personnel involved in the proposed scope of materials and services, including experience, qualifications and an explanation of the services to be provided.
- A preliminary project schedule indicating all major activities, project milestones, and the critical path to completion.

2.11 **Other proposal completion instructions:**

The bidder should submit a transmittal letter as part of the narrative proposal which affirmatively states that the bidder has read this entire Request for Proposal and agrees to comply with all of the provisions contained within this Request for Proposal.

The bidder shall file with its proposal a bid bond, a cashier's check or a certified check drawn on any acceptable bank, made payable to Nemaha County, Kansas, in an amount of not less than five percent (5%) of the total bid, which shall be retained by the County until a Contract for the project has been executed.

A description of the bidder's qualifications and experience providing the requested or similar services should be included part of the narrative proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of meeting the deadlines specified in the Request.

Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

Narrative section should be typed with double line spacing and using a font of size 11 or larger. This section should be published on 8 ½ X 11 plain paper stock printed on one side only.

Proposal should not be stapled or fastened in any permanent manner. Temporary removable clips may be used to keep the proposal assembled.

SECTION III GENERAL PROVISIONS

3.1 **Termination for Cause:** Nemaha County, Kansas reserves the right to terminate any contract, or any part of a contract, awarded in Response to this Request for cause under any one of the following circumstances:

3.1.1 the Contractor fails to make delivery of goods or services as specified in the contract; or

3.1.2 the Contractor fails to perform any of the provisions of the contract.

3.2 **Termination for Convenience:** Nemaha County, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this Request in whole or in part whenever, for any reason, the County shall determine that the termination is in the best interest of and/or for the convenience of the County. In the event that the County elects to terminate such a contract in the best interest of and/or for the convenience of the County, it shall provide the Bidder/Contractor written notice at least ten (10) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

- 3.3 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given to the County shall be **IN WRITING**, sent by email and addressed as follows:

Austin Parker
County Administrator
Nemaha County, Kansas
607 Nemaha St.
Seneca, Kansas 66538
Telephone: 316-209-6591
E-Mail Address: austin@parkerparkerlawfirm.com

- 3.4 **Rights and Remedies:** The County shall be obligated under any contract awarded in Response to this Request only for those services rendered and the work and materials delivered and accepted prior to the date of termination, subject to any offset by the County for actual damages.

If it is determined, after notice of termination for cause, that Bidder/Contractor's failure was due to causes beyond the control of or negligence of the Bidder/Contractor, the termination shall be a termination for convenience.

The rights and remedies of the County provided for in this Request shall not be exclusive and are in addition to any other rights and remedies provided by law.

- 3.5 **Force Majeure:** Bidders/Contractors shall not be held liable if the failure to perform under any contract awarded in Response to this Request arises out of causes beyond the control of the Bidders/Contractors. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Bidders'/Contractors' employees, and freight embargoes, etc.
- 3.6 **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the County shall not constitute a waiver. Furthermore, the County Commission is hereby empowered to waive any and all formal and informal requirements associated with this RFP in its decision to select and/or award a contract hereunder.
- 3.7 **Independent Contractor:** All Bidders/Contractors, in the performance under any contract awarded in Response to this Request, shall be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of the County.

The employees or agents of the Bidders/ Contractors shall not be construed to be the employees or agents of the County for any purpose whatsoever.

The Bidders/Contractors accept full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for their employees engaged in work authorized by this contract.

- 3.8 **Staff Qualifications:** The Bidders/Contractors shall warrant that all persons assigned to perform work under any contract awarded in Response to this Request shall be fully qualified to perform the work required and, when necessary, possess the proper licenses, certifications and credentials to legally perform the designated work.

Failure of the Contractors to provide qualified staffing at the level required by the proposal specifications may result in contract termination and/or damages.

- 3.9 **Conflict of Interest:** No Bidder/Contractor shall knowingly employ, during the period of any contract awarded in Response to this Request, any personnel who are also an official with or in the employ of the County.

- 3.10 **Confidentiality:** If the Bidders/Contractors needs access to private or confidential data maintained by the County in order carry out its responsibilities under any contract awarded in Response to this Request, the Bidders/Contractors may be required to execute a Confidentiality Agreement as part of that contract.
- 3.11 **Nondiscrimination and Workplace Safety:** In carry out its responsibilities under any contract awarded in Response to this Request, the Bidders/Contractors shall abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in contract termination.
- 3.12 **Environmental Protection:** In carrying out its responsibilities under any contract awarded in Response to this Request, each Bidder/Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Each Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
- 3.13 **Hold Harmless:** In carrying out its responsibilities under any contract awarded in Response to this Request, each Bidder/Contractor shall indemnify the County against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of contractual work, caused by the Bidder/Contractor. The County shall not be precluded from receiving the benefits of any insurance each Bidder/Contractor may carry which provides for indemnification for any loss or damage to property in the Bidder's/Contractor's custody and control, where such loss or destruction is to County property. Each Bidder/Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.
- 3.14 **Care of County Property:** Each Bidder/Contractor shall be responsible for the proper care and custody of any County-owned personal tangible property and real property furnished for its use in connection with the performance of its responsibilities under any contract awarded in Response to this Request.
- 3.15 **Prohibition of Gratuities:** Neither a Bidder nor any person, firm or corporation employed by a bidder in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any County officer or employee at any time.
- 3.16 **Federal, State and Local Taxes Contractor:** The County makes no representation as to the exemption from liability of any tax imposed by any governmental entity except those separately disclosed in accordance with Section 1.11 of this Request
- 3.17 **Governing Law:** This Request and any contract awarded in Response to this Request shall be governed by the laws of the State of Kansas and shall be deemed executed at the Nemaha County Courthouse, Seneca, Nemaha County, Kansas.
- 3.18 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder or under any contract awarded in Response to this Request in the State of Kansas, District Court of Nemaha County.
- 3.19 **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust

statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

- 3.20 **Competition:** The purpose of this Request is to seek free and open competition. The bidder shall advise the County when any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the County no later than seven (7) business days prior to the bid closing date. The County reserves the right to waive minor deviations in the specifications, which do not hinder the intent of this Request.
- 3.21 **Injunctions:** Should the County be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the County, bidder shall not be entitled to make or assert claim for damage by reason of said delay.
- 3.22 **Acceptance:** No contract provision or use of items by the County shall constitute acceptance or relieve the bidder of liability in respect to any expressed or implied warranties.
- 3.23 **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.
- Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The Bidder's entire proposal Response package shall not be considered proprietary.
- 3.24 **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies.
- 3.25 **Insurance:** Each successful bidder or combination of bidders will be required to present to the County an affidavit of current Commercial General Liability with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate and a specific "all risk" rider for this project in the amount of the total cost of the project, with the County as an additional named insured; Automobile Liability with limits of at least \$1,000,000 each accident; Workers Compensation and Employers Liability with limits of at least \$500,000 each accident, \$500,000 for bodily injury by accident, and \$500,000 each employee for injury by disease; and Professional Liability Insurance with an annual limit of \$1,000,000 for each claim and in the aggregate.
- 3.26 **Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. All materials not otherwise specifically indicated shall be furnished by the Contractor.
- 3.27 **Industry Standards:** If not otherwise provided, materials or work called for in this Request shall meet or exceed all descriptions, samples and/or explanations provided in the proposed scope of materials and services provided by each bidder and shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations, which shall apply.
- 3.28 **Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract

period shall be offered to the County. Failure to provide available price reductions may result in contract termination.

- 3.29 **Payments:** Contractors may submit periodically, but not more than once each month, a request for payment for work done and materials delivered and stored on the site. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the County's title to such materials. Each request for payment shall be computed from the work completed, less previous payments and ten percent (10%), to be retained until final completion and acceptance by the County of the work. Payments shall not be made for costs or items not listed in the bidder's bid. All payments shall be made in compliance with the Kansas Cash Basis Laws and Budget Laws applicable to cities.
- 3.30 **References:** Provide three (3) references. References shall have purchased similar services and/or items from the bidder in the past five years. References shall show firm name, contact person, address, and phone number. Bidder employees and the buying agency shall not be shown as references.
- 3.31 **Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in this Request.
- 3.32 **Award:** Awards will be made by the County based upon the best interest of the County. The successful bidder will be notified in writing by the County. Neither the bidder nor the County is obligated in any way until a Contract has been approved and signed by all parties.
- 3.33 **Performance Bond:** The successful bidder will be required to provide a Performance Bond for the full amount of the Contract. The Performance Bond, in the amount of 100% of the Contract amount, must be submitted upon execution of the Contract. Incorporated in the Performance Bond shall be the condition that the Contractors shall, at their own expense and free of charge to the County, maintain and make any and all repairs to the EMS Facility which may become necessary within the period of one (1) year after the date of acceptance of said work by the County by reason of imperfection of the material used, any defective workmanship or any improper, imperfect or defective preparation of the site.
- 3.34 **Performance:** Goods and services to be provided under this Request are as outlined in the Description of Project as well as each successful Bidder's/Contractor's proposal and may only be modified by the written Contract. Any deviation during the Contract period must be approved in a signed writing by the County. Deviation, unless approved in writing by the County, may result in termination of the Contract. Satisfactory performance in response to this Request is essential. In the event the County determines performance to be unsatisfactory, the County may act in its own best interest including but not limited to: requiring corrective action; withholding payments; disallowing inappropriate claims, payments or costs; and/or suspending or terminating the Contract.

SECTION IV SPECIFICATIONS FOR PROJECT

4.1 DESCRIPTION OF PROJECT

The successful bidder shall be responsible for all aspects of the following project, including, but not limited to: obtaining required licensing, engineering, drawings for permit approval, slab on grade site preparation, dealing with sub-contractors, and the purchase, installation and/or erection of building materials and systems. The successful bidder will be responsible for adhering to all applicable safety codes on this project and will provide all necessary safety measures to protect Nemaha County, Kansas employees, patrons, and the general public during this project. The project consists of:

1. An approximately 4,800 square foot (60' x 80') pre-engineered wood or steel building, with clear span in its EMS Ambulance Bay described below, with exterior wall heights of 14 feet incorporating 4 12-foot tall x 12 feet wide insulated overhead doors with steel on both interior and exterior faces, four windows per door, power door openers and all required tracks, hardware and seals for each door included. Said building shall incorporate a standard commercial grade roof with not less than 1:12 pitch and not greater than 4:12 pitch dual slope wood or steel (gable) roof with 24 inch overhangs and covered soffits on all sides not requiring interior floor support that meets applicable IBC code requirements. Said building shall have up to or greater than a 15-foot setback from all streets, and said building, roof and all doors and components thereof shall be compliant with the currently adopted version of the International Building Code (IBC) for projects within Seneca, Kansas and all other applicable governmental code requirements, including but not limited to all codes required to be complied with by the Kansas State Fire Marshall's Office. Furthermore, all windows, doors and skylights shall be installed to meet the eligibility requirements ENERGY STAR® Product Specification for Residential Windows, Doors, and Skylights Version 6.0, a copy of which is incorporated as Exhibit 5 to this RFP.
2. The entire building shall be set back at a minimum of 25 feet from the sidewalk along Nemaha Street and shall include a 6-inch concrete apron to the south of the building. The building dimensions may be slightly changed to accommodate manufacturer's standards, and any steel building shall be enlarged sufficiently to accommodate the interior dimensions referenced herein and depicted on the building layout that is attached as Exhibit 1 to this RFP. No changes will be made without prior written approval from Nemaha County, Kansas. The building layout that is attached as Exhibit 1 to this RFP is representative of the approximate building layout that the Commission intends to be constructed. However, final dimensions and placement of all items to be included in a proposal is subject to final adjustment after award by the Commission in consultation with the successful proposer.
3. A 6 inches thick concrete floor foundation with half inch rebar reinforcement, 24 inches on center each way, column piers and anchor bolts shall be installed as required consistent with the dimensions for the EMS Ambulance Bay portion of the building layout, with the remaining concrete floor foundation being built to the same specifications except that it shall be 4 inches thick. Additionally, a six (6) inch continuous stem wall shall be constructed around the entire building perimeter, and a six (6) inch stem wall shall be built separating the Ambulance Bay, Living Quarters and Offices/Training areas of the building. A 48 foot long, 11-inch-wide formed trench drain shall be installed within the concrete floor foundation of the EMS Ambulance Bay. Said formed trench drain shall be properly sloped and shall be discharged to daylight away from the building towards city storm drainage. Of course, the concrete floor foundation for the EMS Ambulance Bay portion of the building shall be pitched and sloped to drain water into the formed trench drain.
4. A rodent guard along all exterior walls of the building shall be included in the construction of the project.
5. The new building will need to be built on a foundation with a ledge and with an extra girt at 4 feet (for support) to accommodate a steel wainscot on all four sides of the building, with construction of this steel wainscot included in the bid. Brick and/or stone veneers may be incorporated as an add-on option with separately identified costs for incorporation into the walls of the new building. The metal siding for this building shall be constructed to meet all IBC requirements. The building will need to be built at an elevation that allows for drainage from the building to 7th Street to the west, a minimum of 2% from the finished surface of its slab/floor for the first 10' then a minimum of 1% from that point to the center of the exit point from the building and a maximum of 2.5%. An add-on bid request will be for the successful bidder to evaluate existing water drainage from the Pioneer Building adjacent to the building that integrates with drainage being installed for the building. This is to be an additional bid that may be negotiated with the successful bidder after bid award and should not be included in this bid.
6. The building shall incorporate metal roof panels that meet IBC code requirements as referenced above, and shall also incorporate 26-gauge interior and exterior colored sidewall panels of a color

and type complimentary to the steel wainscot on the exterior walls and that also meet IBC code requirements as referenced above.

7. All exterior doors in this RFP shall be Plyco Series 20 Steel Insulated Doors or an equivalent commercial grade steel insulated external doors equipped with Commercial-Grade Closers, hardware and Keypad (push-button) entry systems. There are also the following special Requirements for specific exterior doors
 - a. The exterior door near the shelter room must be ADA-compliant with panic bar hardware.
 - b. The exterior door near the Training Room shall be half-glass, with panic bar hardware and must be ADA compliant.
8. The entire building must be insulated to at least an R-19 value in accordance with all applicable Code requirements, with blown insulation incorporated above the office/living areas and a full liner panel system (floor to ceiling) incorporated in the EMS Ambulance Bay. Additionally, an optional add-on bid may be proposed to incorporate spray foam insulation where deemed appropriate by the bidder with a separately identified price.
9. The separating wall between the EMS Ambulance Bay and the living/working/meeting spaces shall be full height to ceiling, and all bedroom walls shall include soundboard and insulation between rooms. Additionally, all internal walls in the living/working/meeting spaces, including the ceilings, shall be fully drywalled, taped, mudded, painted and finished to an acceptable standard level 4 grade of finish unless otherwise specifically specified in this proposal. All internal paints shall be a standard off-white semi-gloss cleanable paint, with the owner to select all interior finish colors after award of bid.
10. The flooring in the bedrooms and the training room in the building shall be carpet tile (carpet squares). The remaining flooring shall be sealed concrete. As an optional add-on bid, epoxy flooring solutions installed in accordance with commercial practices may be included as a substitute for just basic sealed concrete flooring options.
11. All concrete proposed to be poured in this project shall be supported by 4-inch aggregate consisting of either $\frac{3}{4}$ inch clean rock or $\frac{1}{2}$ inch clean rock, with six mill plastic covering on top of the rock prior to pouring. Additionally, the concrete floor foundation shall incorporate a 4-inch schedule 40 PVC pipe installation under the building for Radon. All vegetation shall be removed prior to installation of the clean rock aggregate and the concrete floor foundation. Appropriate compaction to support the EMS Ambulance Building and approaches anticipating the weight of EMS Ambulances and other occupancy of the EMS Building shall be incorporated at the direction and responsibility of the bidder.
12. The entire building complex shall be fenced with chain link fence not less than five (5) feet in height throughout the course of construction.
13. The EMS Ambulance Bay shall incorporate a 36-inch louvered exhaust fan controlled by a programmable auto/manual timer to circulate air and/or assist in removing exhaust fumes.
14. An interior EMS office, vehicle storage and temporary residence complex incorporating the following elements:
 - a. There shall be 1 window per bedroom, 1 window above the kitchen, 1 window in the TV room and 3 windows in the training room, with final sizing of each window to meet code and design requirements.
 - b. LED wall pack lighting shall be incorporated to illuminate every exterior walk door as well as the entire front of the building above the four (4) ambulance bay doors.

- c. 1 ADA-accessible restroom incorporating water-resistant walls in a material other than tin (a kemlite material or similar), incorporating grab bars and proper clearances. (Please Note: it is the successful bidder's responsibility to ensure that all necessary utilities are included and integrated within the site.)
- d. A storage area, TV Room, Kitchen and Training Room. Please note that conduit for an internet and radio antenna shall be provided to the roof within the TV Room. Conduit for an internet and radio antenna shall be provided to the roof within the TV Room.
- e. A concrete pad site adjacent to the west wall of the building to provide adequate facilities for connection of a backup generator to service just the EMS building.
- f. Four (4) Retractable Draw-Down 110-V Power Outlets sufficient to service up to four (4) ambulances shall be provided in the EMS Ambulance Bay. At least two (2) 220-Volt Power Outlets shall be incorporated into the EMS Ambulance Bay in addition to all regular standard electrical outlets that shall be incorporated into the EMS Ambulance Bay. Conduit should also be added in the northeast corner of the building to accommodate external antenna wiring.
- g. A Decontamination Room with Laundry Facilities incorporating water-resistant walls in material other than tin (a kemlite material or similar).
- h. An F-5 tornado-rated above-ground shelter-in-place safe room that is ADA-Accessible
- i. Four (4) ambulance bays that are appropriately spaced and integrated with the four (4) overhead doors using three inch door tracks for the building referenced above. Pipe bollards shall be installed on both sides of all overhead doors.
- j. A medical storage room that is heated and air conditioned.
- k. All interior finish walls that are for interior areas within the building that are not the EMS Ambulance Bay shall have an internal finished height of nine (9) feet.
- l. All interior EMS Ambulance Bay doors shall be steel insulated walk-in weathertight exterior doors.
- m. All other interior doors shall be hollow core with wood casing trim around all doors and windows.
- n. Vinal base trim shall be used throughout all finished spaces except for the EMS Ambulance Bay.
- o. Gutters and downspouts shall be integrated into the building design and shall be piped underground with discharge sized to adequately drain water away from building to daylight towards city storm drainage at the south curb. Furthermore, all drainage shall be designed to flow away from the building and the adjacent Pioneer building
- p. The ceiling shall be metal in appearance, and the ceiling and all interior walls EMS Ambulance Bay shall be of a design that is waterproof, and all internal insulation shall be behind waterproof interior walls in the EMS Ambulance Bay.
- q. At least 4-inch thick concrete pad entryways shall be provided for each pedestrian door and 6 inch thick concrete heavy vehicle approaches shall be provided for each overhead door. A front (east) six-inch thick concrete approach apron shall be constructed that is 25 feet wide by 80 feet long. A 30 feet wide six-inch thick concrete approach to the street to the south of the building. A 50 foot long by 4-foot-wide four-inch thick concrete sidewalk with ½ inch thick rebar, 24 inches on center placement, shall be constructed along the north side of the EMS building. A 16 foot long by 4-foot-wide four-inch thick concrete

sidewalk with ½ inch thick rebar, 24 inches on center placement, shall be constructed along the south side of the EMS building, starting on the west side of the concrete approach and extending west to the walk-in door. Additionally, concrete appropriately sized to provide adequate concrete surface and thickness for the generator and any AC condensing units shall be provided along the west side of the building.

- r. Additionally, a patio space that is 10 feet wide, 20 feet long and four-inches thick, with ½ inch thick rebar, 24 inches on center placement, shall be proposed to be placed along the south side of the EMS building with an entry/exit door access point consistent with all other external doors installed elsewhere in this EMS Building. This patio space is to be located adjacent to the Kitchen area incorporating external lighting consistent with all external lighting described elsewhere in this RFP. Finally, a 20AMP service outlet shall be provided along the patio space. This patio space is only to be bid as an optional add-on at the discretion of the County, with separate line-item costing identified for this optional add-on.
- s. This building shall include Kansas stamped engineered drawings for the EMS building.
- t. The proposal shall include the attachment of a sewer line into the City of Seneca's sewer system. This shall consist of a 4" sewer drainpipe with cleanouts every 75 feet from the EMS Building to the City's sewer main located in the middle of Pioneer Street. Incorporated as Exhibit 2 is a visual representation of the location of the City's main sewer line infrastructure for reference in determining where connection points could be located.
- u. A geotechnical survey is available from Nemaha County, Kansas. A copy of this survey is included as Exhibit 3 to this RFP.
- v. Please include one (1) standard external water hose connection along the exterior of the building in close proximity to the external air conditioner condensing units for the EMS Building that incorporates an internal shut-off value, as well as at least two (2) internal water hose connections within the EMS Ambulance Bay.
- w. Not less than twelve (12) LED overhead efficient light sources spaced appropriately within the EMS Ambulance Bay
- x. Integration of Energy-Efficient modern electrical, lighting, plumbing, heating and air conditioning technologies throughout the building. Additionally, while the EMS Ambulance Bay will not be air conditioned, it shall have not less than three (3) separate overhead ventilation fans of appropriate size to adequately circulate air flow within the EMS Ambulance Bay, and the EMS Ambulance Bay shall incorporate energy efficient options for heating, which may include infrared overhead heating, infrared forced air and/or integrated concrete radiant floor heating options. All types of referenced heating and air conditioning options may be proposed as alternate proposals within a proposal.
- y. Battery back-up combination exit, emergency lights to be installed at all exit walk in doors and at the door connecting the bay to the living area.
- z. Install one battery back-up emergency wall pack light in each of the following locations: the Training Room, TV Room, Main Living Hallway, Storm Shelter, and both bathrooms.
 - aa. The ½ bath that is to be installed must be 100% ADA Compliant.
 - bb. Install a residential ducted range hood with light in the kitchen area of the Training Room.
 - cc. Install a 1/2hp or larger residential garbage disposal in the kitchen area of the Training Room.

- dd. Install a speaker to each bedroom and wire them in a series to the Living Area radio location, with a 110-V outlet receptacle placed in proximity to the Living Area radio location.
- ee. Provide a water connection to serve the refrigerator that is to be located in the kitchen area of the Training Room. This connection shall be separate from the soft water system.
- ff. Provide a residential-grade soft water treatment system for the EMS Building capable of supporting 3-5 people, and all soft water connections shall exclude service to the refrigerator and both of the internal and the external water hose connection points.
- gg. Provide adequate ducted exhaust fans in both bathrooms that achieve an "80 CFM Minimum".
- hh. Provide one 20AMP circuit to the kitchen island outlets that services "Two outlets" and install two outlets in the Kitchen Island within the kitchen area of the Training Room.
- ii. Provide a 20AMP service outlet to the outdoor air conditioning location of the building.
- jj. Install floor drains with 2" drain line access points in the laundry room, both bathrooms, the mechanical room, and the storm shelter that integrate into the building's sewer line discharge.
- kk. Install a radon pump in the mechanical room.
- ll. Install the natural gas service entrance incorporating directional underground boring that is located in consultation with Kansas Gas Service. It is the bidder's responsibility to coordinate the natural gas entry point into the building. However, the County will not accept location of a gas meter entry point along the east side of the building.
- mm. Install combination CO/Smoke Detectors in each bedroom, the main living hallway, mechanical room, storage room, laundry room, both bathrooms, living room, office, training room, and EMS Ambulance bay area. All CO/Smoke Detectors shall be hardwired and interconnected with adequate battery backup power supplies included.
- nn. The HVAC system or systems for the building need to be 96% efficient, operating based upon natural gas, with a minimum of 16 SEER Air Conditioning sized and installed to adequately climate control the entire living area and the training room.
- oo. Install a 40-Gallon high efficiency natural gas or electric water heater to service the EMS building.
- pp. Install a 1" whole house canister style sediment water filter to service the EMS building.
- qq. All lighting installed throughout the EMS building shall be LED lighting.
- rr. Provide a 1" water service line to the EMS building that is to be fed from the Pioneer Building service line.
- ss. Provide a 200AMP single phase, 3-wire underground electrical service that is to be serviced from the 600AMP MDP in the Pioneer Building.
- tt. Provide a natural gas standby generator with a 200AMP automatic transfer switch sized to adequately service the EMS building during an emergency power outage, and include all cold weather kits necessary to charge and heat the generator during such weather.
- uu. All additional mechanical, electrical, plumbing and ADA components that are necessary to meet all applicable code minimums throughout the EMS building shall be included and incorporated into all bids submitted in response to this RFP.

vv. Notwithstanding any other term, condition or provision of this RFP, please feel free to integrate all electrical, water and stormwater designs with the existing capacity of the adjacent Pioneer building.

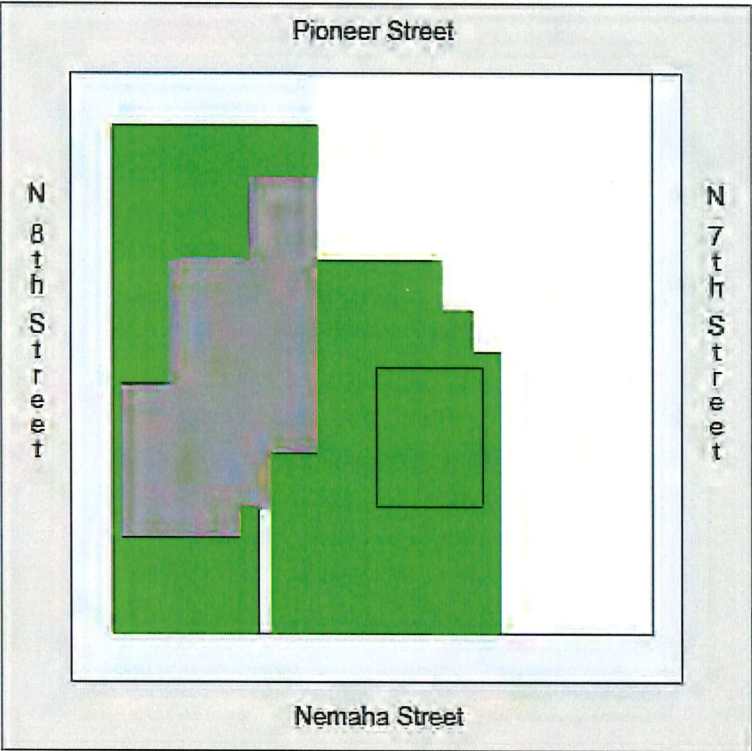
ww. **PLEASE NOTE: A VISUAL REPRESENTATION OF A POTENTIAL FLOORPLAN FOR THIS BUILDING IS BEING PROVIDED WITH THIS RFP. THIS IS NOT A FINAL PLAN FOR THE BUILDING STRUCTURE AND IT IS MEANT TO PROVIDE GUIDANCE TO ALL PROPOSERS. OF COURSE, THE FINAL LOCATION, SCOPE AND SPECIFICATIONS OF A SUCCESSFUL PROPOSAL SHALL BE NEGOTIATED WITH A SUCCESSFUL PROPOSER**

15. The building is to be constructed to a turn-key status. As such, all necessary site prep, foundation work, and mechanical, electrical, plumbing and preparation for site grass seeding work shall be itemized and included in the bid. The implied warranties of merchantability and fitness for a particular purpose shall be included.
16. **PLEASE NOTE THAT THE COUNTY WELCOMES PROPOSALS TO BE SUBMITTED FOR ALL OR A PORTION OF THE OUTLINED SCOPE OF WORK HEREUNDER. ADDITIONALLY, THE COUNTY WELCOMES PROPOSALS FROM A GROUP OF BIDDERS THAT PROPOSE TO COORDINATE COMPLETION OF ALL ACTIVITIES HEREUNDER. HOWEVER, ANY GROUP OF BIDDERS SHALL IDENTIFY A SINGLE COORDINATING ENTITY THAT IS IDENTIFIED AS THE RESPONSIBLE CONTRACTOR FOR THE COORDINATION AND COMPLETION OF THE PROJECT. FINALLY, THE COUNTY RESERVES THE RIGHT TO SELECT ALL OR A PORTION OF PROPOSALS SUBMITTED HEREUNDER.**
17. **PLEASE NOTE THAT ALL SUBMITTED PROPOSALS MUST REMAIN VALID FOR AT LEAST THIRTY (30) DAYS FROM THE DATE OF BID OPENING.**
18. In addition to the implied warranties of merchantability and fitness for a particular purpose, the metal building, including its slab, approaches and all goods and services furnished in furtherance of and pursuant to the bid, shall be specifically warranted to Nemaha County, Kansas by the successful proposer, in that the successful proposer agrees, at its own expense, to make or cause to be made, all repairs or replacements, including all inspections, labor and materials necessary to maintain the metal building systems, including its slab and approaches, for the time periods specified below following completion of this project, as follows:
 - a. A one-year warranty on materials and workmanship for the building, including its slab, approaches and all goods and services furnished in furtherance of and pursuant to the proposal.
 - b. An extended ten-year weathertightness warrant for the following provided parts of the metal building:
 - i. Metal or composite flashings.
 - ii. Standing seam steel roofing.
 - iii. Metal wall panel system, including any insulated metal wall panel system.
 - iv. Roof openings, including ventilators.
 - c. A warranty on the metal finish of the roof and wall panels of the metal building for twenty (20) years from date of installation on fluoropolymer resin paint, or metallurgic coatings, against perforation, peeling, flaking, blistering or color change in excess of the manufacturer's published amount.

- d. As such, the successful proposer shall respond within fifteen (15) days of written notification by Nemaha County, Kansas of warranted leaks or other defects. Replacement and/or repair of defective components or systems covered under this warranty shall commence within thirty (30) days of the notification date and shall be made at no cost to Nemaha County, Kansas.

EXHIBIT 1 – APPROXIMATE BUILDING LAYOUT AND EXISTING SITE AERIAL VIEW

Approximate Building Layout



Existing Aerial View (Google Maps)

