

BOARD OF COUNTY COMMISSION AGENDA



March 9, 2026

CALL TO ORDER 9:00 AM

PLEDGE OF ALLEGIANCE TO THE FLAG & INVOCATION

APPROVE OF AGENDA

CONSENT AGENDA

Approval of Minutes

PUBLIC COMMENT

Members of the general public are provided an opportunity to address the Board of County Commissioners in a civil and respectful manner. Those planning to address the Board should check in with the Clerk upon arrival. Speakers are generally allotted up to five minutes to speak. No formal actions shall be taken.

*****NOTE: Public comment may begin to be taken at any time after 9:00 AM and it will be ended as soon as all members of the public that have identified themselves to speak at the time public comment is opened have spoken in accordance with the policy stated above.*****

BUSINESS ITEMS

1. EMS Building RFP

- As of last meeting, the Board of Commissioners worked extensively on outlining written updates to the draft Request for Proposals for the EMS Building and Enclosed Lean-To. A copy of this revised Request for Proposals as well as a draft visual sketch is attached as Exhibit 1 to this Agenda. This revised RFP will be discussed at this meeting and it is anticipated that the Board of Commissioners will authorize the publication of a Notice of Intent to issue this RFP at this meeting. A copy of a draft Notice of Intent to Issue this RFP is attached as Exhibit 2 to this agenda.
- Action Item: Motion to authorize publication of the Notice of Intent to Issue an RFP Regarding an EMS Building and Enclosed Lean-To

STAFF REPORTS

County Clerk (As Needed)

Road and Bridge (Adam's Emailed Report Information)

- The truck drivers are hauling rock on Pennsylvania Ave.
- Steel bids will be opened March 16th at the meeting @ 9:30 AM
- Requesting oil bids from Ergon and Vance Brothers for the 43 miles of chip & seal road projects this summer. The bids will be opened March 16th at the meeting @ 9:30
- The Recycling baler is having issues and a technician will have to come in to repair it.
- Adam is not planning to attend this meeting unless specifically requested to do so.

County Counselor/County Administrator

BOARD GOVERNANCE

Upcoming Meetings and Events

COMMISSIONER REPORTS

Reports of recent engagements and activities.

ADJOURNMENT

NOTE: Please call the Nemaha County Administrator's office at 785-369-8664 to make an appointment.

NEMAHA COUNTY, KANSAS EMS FACILITY REQUEST FOR PROPOSAL

Date Available: March 16, 2026
Closing Date: April 27, 2026 at 8:00 AM
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 (Brick Wainscot) 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: Northeast Corner of 7th Street and Nemaha Street, Seneca, Kansas

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

TABLE OF CONTENTS	PAGE
I. Signature Sheet	3
II. Section I – Conditions to Bidding	4
III. Section II – Proposal Instructions	6
IV. Section III – General Provisions	9
V. Section IV –Specifications	12

SIGNATURE SHEET

Item: EMS Facility
County: Nemaha County, Kansas

Closing Date: April 27, 2026, 8:00 AM

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.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1(____) #2(____) #3(____) None(____)

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, written or verbal, shall be directed to Nemaha County, Kansas:

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
The Proposal Preparation Meeting
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 11:00 a.m. on Monday, April 6 30, 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, APRIL 3, 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 November 20, 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.

Proposals shall be submitted in sealed envelopes and the outside envelopes shall be clearly identified with this Request and the bid closing date. The County is relieved of any responsibility if the bidder fails to comply with this requirement.

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 **Proposal Preparation Conference -** A proposal preparation conference will be held at 11:00 a.m. on Monday, April 13, 2026 at the Nemaha County Courthouse, Commissioner Room, 607 Nemaha St. Seneca, Kansas 66538. **ATTENDANCE IS NOT REQUIRED AT THE PROPOSAL PREPARATION CONFERENCE. THIS IS AN OPPORTUNITY FOR PROPOSERS TO RECEIVE ASSISTANCE IN PREPARING A RESPONSIVE PROPOSAL TO THIS RFP. ASSISTANCE WILL BE AVAILABLE FROM THE COUNTY ADMINISTRATOR. WHILE ATTENDANCE IS NOT MANDATORY AND NO PENALTY WILL BE ASSESSED TO ANY PROPOSER FOR NOT ATTENDING THIS MEETING, ALL ARE WELCOME TO ATTEND. ALSO, NO INFORMATION CONCERNING THE PRICING OF OTHER INDIVIDUALS' BIDS WILL BE SHARED AND BIDDERS WILL ONLY BE ALLOWED TO MEET ONE AT A TIME.**

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

Bidder's proposal shall consist of an emailed electronic Proposal, including literature and other supporting documents, submitted to austin@parkerparkerlawfirm.com by 8:00 a.m. on

Monday, April 27, 2026, with the Subject line of the Email stating: EMS Building Proposal – Nemaha County, Kansas

- 2.4 **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.
- 2.5 **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.
- 2.6 **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.
- 2.7 **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.
- 2.8 **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: 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 by 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.

- 2.9 **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.
- 2.10 **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.

- 2.11 **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.

2.12 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** 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.

- 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:

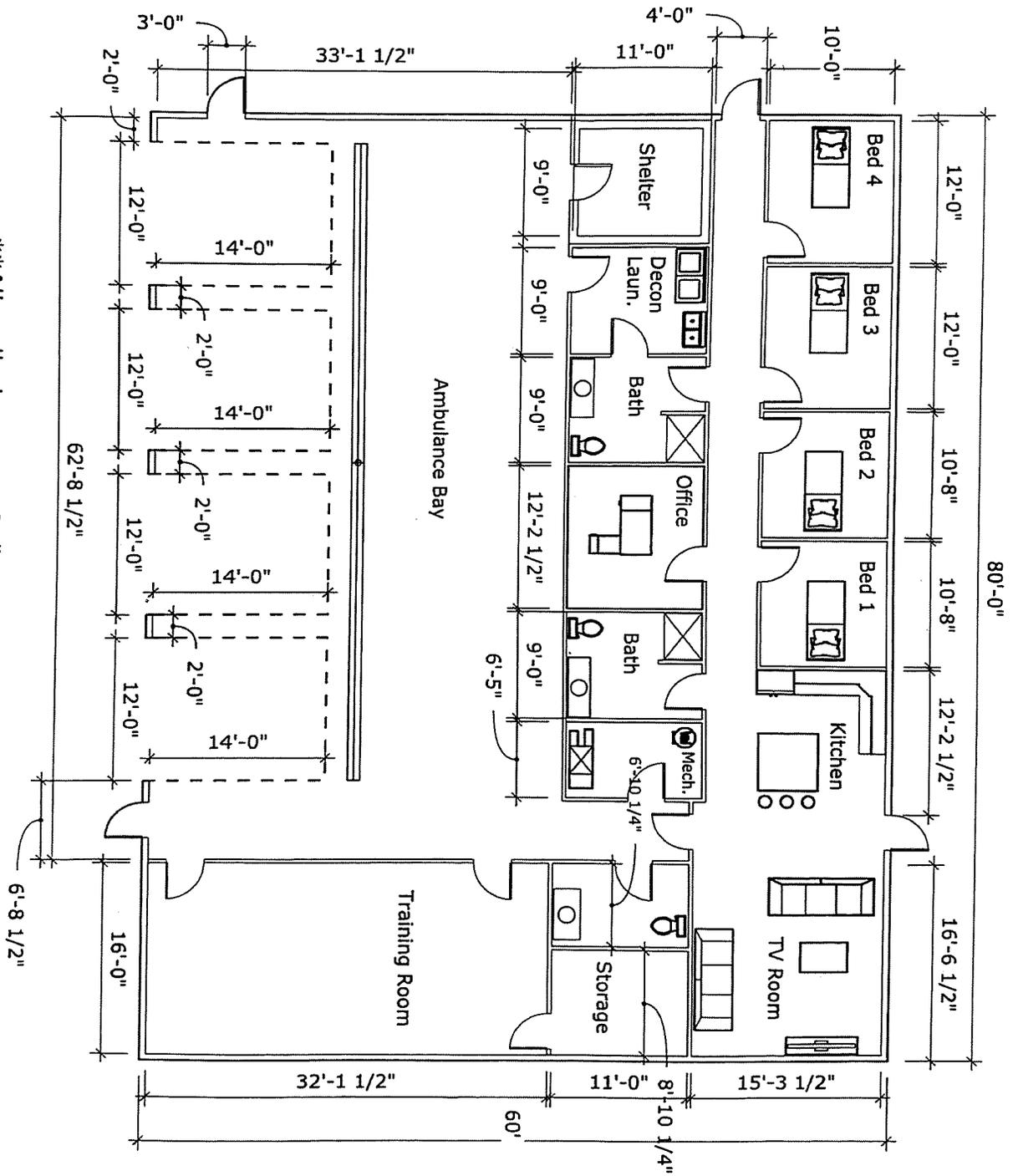
1. A 4,800 square foot (60' x 80') pre-engineered wood or steel, clear span building, with an eave height of up to 18 feet, a standard commercial grade roof not requiring interior floor support, with up to a 4:12 roof pitch that meets applicable IBC code requirements and an up to or greater than 15-foot setback from all streets that is 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.
2. Additionally, an enclosed lean-to totaling up to 24 feet long with up to four (4) insulated roll-up doors that are up to twelve (12) feet tall along the north end of the building is to be built on the concrete floor foundation.
3. Additionally, the entire building and enclosed lean-to 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. No changes will be made without prior written approval from Nemaha County, Kansas.
4. A 6" concrete floor foundation with half inch rebar reinforcement, 2' on center each way, column piers and anchor bolts shall be installed as required consistent with the dimensions for the building and enclosed lean-to layout. Additionally, a minimum of a six (6) inch stem wall surrounding the perimeter of the ambulance bay shall be included within the concrete pour.
5. A rodent guard along all exterior walls of the building and enclosed lean-to shall be included in the construction of the project.
6. The new building will need to be built on a foundation with a ledge and with an extra girt at 4" (for brick support) to accommodate a brick wainscot on the walls that front Nemaha Street and 7th Street. The brick wainscot on the walls that front Nemaha Street and 7th Street shall be constructed of brick or brick siding product of a color and type complimentary to the existing governmental buildings along Nemaha Street. 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 enclosed lean-to and a maximum of 2.5%. The building's slab/floor should also accommodate proper water drainage out of the building with an engineered floor drainage system that included interior drainage lines and drainage spouts within the building and the enclosed lean-to that attaches to the City of Seneca's current drainage system. An add-on bid request will be for the successful bidder to evaluate existing water drainage from the Pioneer Building adjacent to the building and enclosed lean-to that integrates with drainage being installed for the building and the enclosed lean-to. 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.
7. The building and the enclosed lean-to 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 brick wainscot on the walls that front Nemaha Street and 7th Street and that also meet IBC code requirements as referenced above. Additionally, the roof for the building and the enclosed lean-to shall include not less than an eighteen (18) inch overhang

with covered soffits.

8. An interior EMS office, vehicle storage and temporary residence complex incorporating the following elements:
 - a. Up to 2 48" x 48" exterior windows
 - b. Up to 4 36" x 80" walk-in weathertight exterior doors, steel insulated w/lockset and keys.
 - c. 2 ADA-accessible restrooms incorporating water-resistant walls in a material other than tin (a chem-light material or similar) (Please Note: it is the successful bidder's responsibility to ensure that all necessary utilities are included to 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.
 - 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 the building, enclosed lean-to and the adjacent Pioneer 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. Additionally, 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.
 - g. A Decontamination Room with Laundry Facilities incorporating water-resistant walls in a 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 for the building referenced above.
 - 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. Additionally, all such interior areas shall be designed to incorporate potential future above-ceiling storage between the interior ceiling and the exterior metal ceiling of the building that is accessible from the storage room with attic stairs.
 - l. A Small 1- 3'x3' motorized damper with CO2 activation for the Ambulance Bay area
 - m. Please note that all overhead and roll-up doors are to be insulated and are to be steel on both sides of the door.
 - n. Gutters and downspouts integrated within the building and enclosed lean-to design.
 - o. At least 4" insulation that has at least an R-19 insulation value and that integrates with interior finishing integrated throughout the entire building and enclosed lean-to design.
 - 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 6" thick concrete pad entryways shall be provided for each pedestrian door and concrete heavy vehicle approaches shall be provided for each overhead door.
 - r. This building and enclosed lean-to shall include Kansas stamped engineered drawings for the building and enclosed lean-to.
 - s. A geotechnical survey and boundary survey are available from Nemaha County, Kansas. A copy of this survey is included as Exhibit 1 to this RFP.
 - t. Please include not less than two (2) external water hose connections incorporating commercial locking mechanisms along the exterior of the building, as well as at least two (2) internal water hose connections within the EMS Ambulance Bay.

- u. Not less than twelve (12) LED overhead efficient light sources spaced appropriately within the EMS Ambulance Bay
 - v. 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 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.
 - w. **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**
9. The building is to be constructed to a turn-key status. As such, all necessary site prep, foundation work, and mechanical, electrical and plumbing work shall be itemized and included in the bid. The implied warranties of merchantability and fitness for a particular purpose shall be included.
10. 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 and enclosed lean-to, 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 and enclosed lean-to:
 - 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.

All walk doors are 36" wide



NOTICE OF INTENT TO ISSUE
REQUEST FOR PROPOSAL REGARDING EMS BUILDING AND ENCLOSED LEAN-TO
BOARD OF COUNTY COMMISSIONERS OF NEMAHA COUNTY, KANSAS

The Board of County Commissioners of Nemaha County, Kansas is notifying all persons, firms and entities of its intent to issue a Request for Proposals concerning the construction of an EMS Building and Enclosed Lean-To at the Northeast corner of the intersection of Nemaha Street and 7th Street in Seneca, Kansas. This Request for Proposals is anticipated to be issued on or after March 16, 2026 and it will be accessible through a link that can be found on the County's website at <https://www.nmcoks.us/> Copies of this Request for Proposals are also anticipated to be on file and available for inspection in the Nemaha County Clerk's Office, 607 Nemaha St., Seneca, KS 66538 and any individual that would like to receive an electronic PDF copy of the same by email can send an email requesting the same to nmclerk@carsoncomm.com.