



**Clay County, Iowa
and the
City of Spencer, Iowa**

REQUEST FOR PROPOSALS

**For a Comprehensive Review of Current
EMERGENCY MEDICAL SERVICES (EMS) / 9-1-1**

AMBULANCE SERVICE

**With Recommendations to maintain a viable
and sustainable EMS model within
Clay County and the City of Spencer, Iowa**

SECTION 1

Summary, Deadline, Notice to Proposers and Definitions

- A. **Summary.** Clay County, IA (population 16,440) and the City of Spencer, IA (population 11,356) are seeking proposals for a comprehensive review of the current delivery of Emergency Medical Services (EMS) within the County and City. Once the Study is complete, a list of Recommendations should be developed with regards to maintaining a viable and sustainable EMS model for the next ten (10) years.

This RFP is intended to be a contract including Clay County and the City of Spencer.

- B. Ambulance Services are currently being provided as follows:

- Within Clay County: Ambulance transport is provided by Spencer Hospital Ambulance (ALS) and Peterson CRU (BLS). Response agencies throughout Clay County primarily provide first response services at the BLS level. Two agencies (Dickens & Royal) are non-transporting. Three agencies (Everly, Fostoria, & Webb) can provide ambulance transport providing adequate resources are available.

Additionally, there are four other agencies located outside Clay County capable of providing ambulance transport when adequate resources are present. These agencies have designated response districts within Clay County.

When available Clay County Sheriff Deputies also respond. Deputies are equipped with AED's, Narcan and first aid kits.

- City of Spencer: Ambulance services are provided by Spencer Hospital Ambulance. Spencer Hospital Ambulance is supplemented with support from Spencer Fire & Rescue. This support includes first response services at a conditional AEMT level when they respond with a Spencer Hospital Ambulance in the city. Spencer Fire & Rescue also staff a Spencer Hospital Ambulance from their station and respond as needed when Spencer Hospitals Ambulance is already committed to a call either in the county or city. The Spencer Police Department also responds on a regular basis. Officers are equipped with AED's, Narcan and first aid kits.

- C. **Deadlines.** Important events and dates for a Proposer's consideration:

- Request for Proposals issued: April 19, 2024.
- Proposals due: May 17, 2024 by 4:00 pm.
- Contractor begins EMS Comprehensive review on or about July 1, 2024.
- Anticipated completion of the Study on or about November 1, 2024.
- Anticipated presentation of the report to the County TBD.

D. All questions regarding this RFP or Solicitation are to be submitted by email to:

Contact Person: Allen Batschelet
Mailing Address: 300 West 4th Street, Suite 6
Telephone: 712-330-8581
Email: abatschelet@claycounty.iowa.gov
AND

Contact Person: Tammy McKeever
Mailing Address: 300 West 4th Street, Suite 6
Spencer, IA 51301
Telephone: 712-262-8165
Email: tmckeever@claycounty.iowa.gov

Any oral communications shall be considered unofficial and non-binding. Only written responses to written communication shall be considered official and binding.

The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification. If an addendum is required, the addendum will be posted on the County website. It is the proposer's responsibility to check the County website to verify whether any addendums have been issued before submitting a proposal.

E. **Definitions.** Commonly used words and terms in this RFP:

- **“City”** means City of Spencer, Iowa
- **“County”** means Clay County, Iowa
- **“Contractor”** means the entity ultimately selected by Clay County to be awarded the contract for the services described in this RFP
- **“Proposer”** means the entity responding to this RFP
- **“Proposal”** means the response submitted to the County by the Proposer for this RFP
- **“RFP”** means this Request for Proposal
- **“RFP Coordinator”** means the contact person for this RFP

SECTION II

Introduction and Scope of Services

A. Purpose of RFP

It is the intent of the County to award a contract for the Comprehensive review of the current EMS / 9-1-1 services provided in the County, with the anticipation of various recommendations to provide the framework for a viable and sustainable ambulance service for the next ten (10) years. A contract will be awarded to the most advantageous Proposer who presents the best value for the County, and that is the most responsive to the RFP requirements and preferences.

B. Scope of RFP

This RFP does not commit the County to award a contract, pay costs incurred in the preparation of a proposal responding to this request, or to procure a contract for service. The County reserves the right to accept or reject any or all proposals received because of this request, or to cancel in part, or in its entirety, the RFP process if the County deems it is in the best interest to do so. This RFP shall not be construed to be a low-bid process, although price will play a critical role. The contract, if awarded, will be negotiated with the Proposer who can best meet the County needs as identified in this RFP.

It is in the Proposer's best interest to submit a complete and accurate Proposal. Where the Proposer's documentation or response is incomplete or silent, it shall be assumed that the Proposal is deficient. Further, it is in the Proposer's best interest to submit a Proposal that meets the stated requirements contained in this RFP. While Proposers may provide alternatives to the requirements for consideration, failure to comply with all minimum requirements described in this RFP may disqualify the Proposal.

Any subcontracts for essential services, as described in the RFP, between the Contract-Holder and separate entities must be identified in writing by, and shall be subject to, approval by the County during contract negotiations. If subcontractors are used, poor performance by the subcontractor, regardless of County approval, will remain the responsibility of the Contractor, who shall be responsible for any performance or financial implications of that result.

C. County Background Information

- a. Description of the County.** Clay County is comprised of a total land area consisting of approximately 364,160 acres, or 569 square miles. Additionally, there is an estimated 2,304 acres of water or 3.5 square miles of lakes, marshes, wetlands, ponds and pits. Clay County is bordered by Dickinson County to the north, O'Brien County to the west, Buena Vista County to the south and Palo Alto County to the east. The county is divided nearly equally east and west by

US Highway 71. Also, US Highway 18 divides Clay County by bisecting the county north and south.

- b. Description of the City.** The City of Spencer is a city in the state of Iowa, United States, and the county seat of Clay County. Spencer covers over 11.18 miles. It is located at the confluence of the Little Sioux and Ocheyedan rivers. The population was 11,325 in the 2020 census, an increase from 11,317 in 2000. Spencer hosts the Clay County Fair, held annually in September and averaging more than 300,000 visitors.
- c. Description of Hospital / Ambulance Facility.** Spencer Hospital serves patients throughout northwest Iowa, providing a wide range of services enabling people to seek healthcare close to home, when possible. In addition to acute inpatient care and a range of outpatient services, the hospital provides specialized services in cancer treatment, wound care and hyperbaric medicine, inpatient and outpatient behavioral health services, dialysis, and a host of surgical services including general, orthopedic, ENT, urology, gynecology and spine. The Spencer Hospital Emergency Department is staffed 24 hours a day seven days a week with an emergency physician and a team of highly skilled nurses and paramedics. Spencer Hospital is designated as a level 4 trauma center.

Spencer Hospital's Ambulance Department consists of a service director and nine full-time ALS staff members. Staffing is augmented on an as-needed basis with PRN staff. Spencer Hospitals Ambulance maintains a fleet of four ambulances and covers over 500 square miles serving a population of approximately 16,000, responding to 1,400 (avg.) calls for service annually. EMS staff work routinely with physicians and emergency nurses delivering time sensitive care as part of the emergency services team.

- d. Description of Fire Department.** The Spencer Fire Department is a combination department. It consists of one (1) full-time Fire Chief, one (1) full-time Deputy Chief, three (3) full-time fire engineers, and 22 paid-on-call firefighters. The Spencer Fire Department covers approximately 11 sq. miles answering just over 700 calls per year. Service area includes the City of Spencer and some outlying contracted areas. The fire department serves a population of approximately 11,356 people. Spencer Fire Department responds to EMS calls in the City of Spencer and provides personnel to cover a second ambulance call for the Spencer Hospital. This ambulance is housed at the fire station and owned by the hospital.
- e. Description of Emergency Communications.** 9-1-1 calls are directed from the

Clay County Dispatch Center.

f. Description of EMS Call Volume

- Spencer Hospital Ambulance
 - Clay County: Spencer Ambulance 185 (CY '23)
 - City of Spencer: Spencer Ambulance 1198 (CY '23)
 - Outside Clay County: Spencer Ambulance 10 (CY '23)

- County Departments

Clay County EMS is comprised of 7 volunteer services who tier with the Spencer Hospital to provide emergency medical care. There are currently 48 certified volunteers. This has declined by approximately 34% over the past 20 years. Many of those responders are near retirement age. There are additional drivers but those are not tracked by the county.

- Spencer Fire & Rescue responded to 437 calls last year and transported 67 of them. (15%) They house 21-104 ambulance for Spencer Hospital.
- Webb, Everly, Royal, Peterson, Fostoria and Dickens vary from 5 to 50 calls per year per service depending on the year.
- Webb, Everly, Royal, Fostoria and Dickens are provisional services. They do not have a schedule 24 hours a day 7 days a week. They respond to calls if they are available. Royal and Dickens do not transport patients. Webb and Fostoria only transport patients if Spencer is unavailable.

D. Contract Period.

The expected schedule is as follows:

- Contractor begins EMS Comprehensive review on or about July 1, 2024.
- Anticipated completion of the report will be November 1, 2024.
- Anticipated presentation of the report TBD.

E. Proposal Submission Deadline. Proposals must be submitted no later than the specified deadline time and date. Proposers must respond to the written RFP and exhibits, attachments, or amendments in writing. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified and returned to the Proposer upon request. The County will not be held responsible for unmarked proposals or proposals delivered to the wrong location. Proposals may not be delivered orally.

Administrative Information

a. RFP Coordinator. The main point-of-contact for this RFP is:

Contact Person: Allen Batschelet

Mailing Address: 300 West 4th Street, Suite 6

Telephone: 712-330-8581

Email: abatschelet@claycounty.iowa.gov

b. Communications Regarding the RFP:

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the RFP Coordinator in writing. Only written responses to written communications shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

- c. Proposal Submittal.** Proposers must submit their proposals by email to both contacts in Section 1 Part D. The proposal must be received by the County no later than 4:00 pm on May 17, 2024.

The County will not accept any amendments, revisions, or alterations to proposals after the deadline for submittal.

- d. Receipt of Proposals.** Upon receipt by the RFP Coordinator, all proposals will be marked with the date and time of receipt.

Late proposals will not be considered. All proposals shall remain firm for at least 180 days from the date specified for opening the proposals.

- e. Awarding Authority.** Any award of a contract must be approved by the County. The County reserves the right to investigate, request clarification of, and verify any and all proposals, to waive any and all irregularities, and/or to reject any and all proposals as deemed by the County as necessary and/or in the best interests of the County.

- f. Rejection of Disqualification of Proposals.** The County reserves the right, at its sole discretion, to reject any and all proposals for any reason, including but not limited to, failure to adhere to the proposed requirements or inaccuracy of any information supplied within a proposal. The County shall notify the Proposer of a rejected proposal. Furnishing of false or misleading information during the proposal process may result in the County rejecting the Proposer's submission. The County reserves the right to waive any RFP requirement(s) it deems in the best interest of the County, so long as that requirement is waived for all proposals. The County reserves the right to waive minor irregularities in proposals received.

- g. Evaluation of Proposals.** The County may conduct investigations of Proposers' submissions and claims, as it deems necessary. Each proposal will be reviewed

to determine if the Proposer can meet the County requirements as set forth in this RFP. The Proposer must demonstrate that each requirement is met.

The County may request further clarification or written information from individual Proposers in the event of incomplete or missing information. Proposers shall respond in writing to any requests for clarification. The County reserves the right to continue with the evaluation of the proposals and may select the proposal that most closely meets the requirements specified in this RFP.

Proposers may be expected to give presentations and answer questions on their proposals to County officials, staff, or representatives. Presentations will be limited to a maximum of one (1) hour, although the proposal itself should include all elements required and should be able to stand alone without representation.

The Proposer will be those individual consultants, companies, or institutions that have the following qualifications:

1. Experience and expertise in regard to the operations, structure, staffing and other issues critical to the effective operation of a modern EMS department to include volunteer, combination, paid-on-call, and/or career organizations. Experience studying and assessing **rural** EMS organizations is preferred.
2. Bidders with previous experience with similar evaluations, as well as a proven record reviewing EMS services and operations are preferred.
3. Knowledge of federal and state laws, rules, and regulations and generally accepted standards for similarly sized communities and EMS departments. Preference will be given for experience in assessing the challenges of rural EMS.
4. The ability of the Proposer to meet the County scope of work
5. References
6. Cost

- h. Proposal Withdrawal.** A Proposer may withdraw its proposal by submitting a written request for withdrawal, with such request having the signature of an authorized company representative, to the RFP Coordinator, at any time prior to the submission deadline. The firm may thereafter submit a new proposal prior to the deadline. Modifications offered after the deadline will not be considered.
- i. Ambiguity, Conflict, or Errors in the RFP.** Due care and diligence have been used in the preparation of this information, and it is believed to be substantially correct. However, the responsibility for verification of all information presented

herein shall rest solely with the Proposer.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the RFP Coordinator of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum and posted on the County website.

If a Proposer fails to notify the RFP Coordinator prior to the date and time fixed for submission of offers of an error or ambiguity in the RFP known to her/him, or an error or ambiguity that reasonably should have been known to her/him, then she/he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

- j. Disclosure of Proposal Content.** All submitted proposals become the property of the County and shall be subject to any applicable open records statutes and record retention laws. The content of all RFP's submitted shall remain in effect for a minimum period of 180 days. Proposals, once received and date stamped, become public documents and can be utilized as the County sees fit.

All proposal information shall be held in confidence as permitted by law until a contract is formally executed and/or the RFP is cancelled. Upon award, the proposals and associated materials shall be open for review by the public in accordance with Iowa Open Records Law. By submitting a proposal, the proposing firm acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection. The County will attempt to uphold the confidentiality of vendor trade secrets to the extent allotted by law.

- k. Implied Requirements.** Products and services not specifically mentioned in this RFP, but which are necessary to provide the service described by this RFP, shall be included in the proposal. It is intended that this RFP describe the requirements and response format in enough detail to secure comparable proposals.
- l. Proposal of Additional Services.** If a Proposer offers services in addition to those required by and described in this RFP, these additional services must be clearly identified as "Additional." The County may add additional items to the final contract at the sole discretion of the County.
- m. Indemnification.** The Proposer agrees that pursuant to any proposed agreement

based on this RFP, the awarded Proposer will protect, defend, indemnify, and save whole and harmless County officials, officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the contractor or any agent, servant, employee or sub-contractor of the contractor in the execution or performance of this agent, servant, employee or sub-contractor of the contractor in the execution or performance of a contract. Proposer further agrees to protect, indemnify and hold the County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments, or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

- n. **Monetary Restitution.** In the event that any future contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, the County reserves the right to seek monetary restitution (to include, but not be limited to, withholding of monies owed) from the Contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date. In the event a civil suit is filed to enforce this provision, the County will seek attorney's fees and cost of suit from the Contractor.
- o. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment or contract to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- p. **Any Agreement Subject to Availability of Funds.** Any agreement resulting from this RFP will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract shall be subject to immediate modifications, reduction or termination on the expiration date, or the date in which the funds have been eliminated.

- q. **Governing Law and Venue.** The laws of the State of Iowa shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Clay County, Iowa. In any legal action arising from this Agreement, the laws of Iowa shall apply, and exclusive venue shall lie in Clay County, Iowa.
- r. **Litigation.** In the best interest of the County, any Proposer who is currently involved, either directly or indirectly, with any litigation against or involving the County, may be disqualified and/or not considered for an award.
- s. **Rights of Data.** The County shall have the right to the use of data and reports resulting from this RFP without additional cost or other restriction except as may be established by law or applicable regulation.
- t. **Addition/Deletion of Services.** The County reserves the right to add and/or delete services to this RFP. Financial impacts for such service additions or deletions will be negotiated between the Proposer/Contractor and the County. All amendments to a contract based on this RFP must be in writing and signed by all parties.
- u. **Proposer Responsibility for Expenses.** The Proposer shall be responsible for payment of expenses associated with any response to this RFP and any future contract, including but not limited to: wages, salaries, materials, supplies, transportation, communications, fees, taxes, insurance, etc.

SECTION III RFP Response Format

B. Required Information to Provide in Proposal:

1. Proposals must be typewritten using a minimum of a 12-point font.
2. Proposals must include page numbers and have major sections tabbed. Each should have a table of contents that outlines the proposal content and should be sequenced and numbered consistent with the requirements of this RFP. Any information that does not fit logically into one of the labeled sections should be included in an appended section.
3. The Proposer is to respond to this RFP with information to include the following:
 1. Introductory letter signed by an authorized person with authority to bind the Company in any contract with the County.
 2. Table of Contents.
 3. Executive Summary.
 4. Background information about the organization.
 5. Summary of items to be Studied in the Comprehensive Review to include the following:
 1. Analysis of Current Operations and Service Delivery
 2. Governance, Service Agreements, and Contracts
 3. Staffing Methodology
 - Current and Future Needs
 - Salaries
 4. Fiscal Analysis and Implications
 5. Planning for Growth
 6. Summary of the Team profile/ biographies of those performing the Comprehensive Study Review.
 7. The Proposer must provide references of other agencies in which similar services have been provided. Provide Agency name, contact name, contact phone number, and email.

8. Responses to the Required Information in Section IV.
9. Responses to Section V - Contract & Pricing Options.

SECTION IV

Grant Awardee Deliverables

Grant awardees will be required to:

- Submit Progress Reports summarizing progress.
- Submit a Final Report on or before November 1, 2024.
- Submit invoices to the County for reimbursement, as negotiated in the contract.

SECTION V
Contract & Pricing Options

- A.** Proposers shall provide their proposal showing total pricing and any exceptions, for the cost of the entire Comprehensive Study. Total cost should be included in the Response to the RFP at the very end of the Document.

- B.** If the Proposer would like the County to consider other options, they must be presented with the Response to the RFP at the time of submission, clearly marked as “Optional”, along with any additional costs or fees.