



# ORANGE COUNTY FIRE AUTHORITY

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Brian Fennessy, Fire Chief

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August 29, 2025

## Via Overnight Mail and Email

County of Orange/Health Care Agency  
Procurement and Contract Services  
400 W. Civic Center Drive, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701  
Attn: Brittany Davis, Procurement Administrator  
[bdavis@ochca.com](mailto:bdavis@ochca.com)

County of Orange/County Procurement Office  
400 W. Civic Center Drive, 5<sup>th</sup> Floor  
Santa Ana, CA 92701  
Attn: County Procurement Officer  
[CPOAppeals@ocgov.com](mailto:CPOAppeals@ocgov.com)

Re: Protest re Award of Contracts Pursuant to County Request for Proposals for 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services; RFP No. 042-2624304-BD

Good afternoon,

The Orange County Fire Authority (“OCFA”), on behalf of itself and its subcontractor, Emergency Ambulance Services, Inc., hereby protests the award by the County of Orange of contracts for the 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services (RFP No. 042-2624304-BD) (the “RFP”) on the grounds stated in the attached materials.

The OCFA requests the following relief pursuant to this protest:

- Suspension of each of the five (5) EOA contracts awarded pursuant to the RFP; and
- Extension of each of the County’s contracts for 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services that were in place prior to the Board of Supervisor’s August 12, 2025 meeting, to allow time for this protest to be duly considered and acted upon; and

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**RESIDENTIAL SPRINKLERS AND SMOKE ALARMS SAVE LIVES**

- De novo review and scoring of the existing proposals submitted in response to the RFP, by a new, independent and unbiased panel of qualified individuals, to make recommendations to the Board of Supervisors for award of the five (5) EOA contracts.

Thank you. Please don't hesitate to contact me or OCFA's legal counsel (David Kendig at [dkendig@woodruff.law](mailto:dkendig@woodruff.law) and Andrew Schouten at [ASchouten@wlelaw.com](mailto:ASchouten@wlelaw.com)) if you have any questions.

Sincerely,

ORANGE COUNTY FIRE AUTHORITY

By:   
BRIAN FENNESSY  
Fire Chief

Encl.

WRIGHT, L'ESTRANGE & ERGASTOLO

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August 29, 2025

**VIA ELECTRONIC MAIL AND OVERNIGHT DELIVERY**

County of Orange/Health Care Agency  
Procurement and Contract Services  
400 W. Civic Center Drive, 3<sup>rd</sup> Floor  
Santa Ana, CA 92701  
Attn: Brittany Davis, Procurement Administrator  
[bdavis@ochca.com](mailto:bdavis@ochca.com)

**RE: Orange County Fire Authority Protest to Award of Contracts under RFP No.: 042-2624304-BD**

Dear Ms. Davis:

My client, the Orange County Fire Authority ("OCFA"), submits this protest regarding the County of Orange's ("County") award to Falck Mobile Health Corp. ("Falck") of five contracts to provide exclusive emergency ambulance services within County exclusive operating areas ("EOAs") A-E, respectively ("Five Contracts") on August 12, 2025, pursuant to the County of Orange Health Care Agency ("HCA") request for proposals RFP No.: 042-2624304-BD ("RFP").

Former and existing Orange County EMS Agency ("OCEMS") employees compromised the integrity of HCA's procurement and failed to follow requirements or correctly apply the award criteria in the RFP and County policies. Among other things, they:

- Empaneled a seven-member Evaluation Panel ("Panel"), including two former Falck employees and six current and former OCEMS employees, which deviated from the five-member Panel expressly provided for in the RFP;
- Improperly scored Falck's proposal, which responded to eight questions by referring Panel members to attachments to the proposal, which was not only prohibited by the RFP, but also grounds to find the proposal nonresponsive;
- Included on the Panel former OCEMS Director Tammi McConnell, who HCA affirmatively represented to OCFA would not be on the Panel, possessed certain non-public information of OCFA regarding its public-private partnership, and advised OCFA's subcontractor, Emergency Ambulance Services, Inc. ("EAS") to not bid with OCFA; and

But for the actions of the current and former OCEMS employees, OCFA would have scored higher than Falck and should have been awarded the Contracts for EOAs A, B, and C.

OCFA acknowledges that this protest is untimely under the bid protest procedures of the RFP and the County of Orange Contract Policy Manual ("County Manual"). However, OCFA urges County to nevertheless consider its protest. The RFP's bid protest procedures are inadequate to resolve this protest because it is based on the Panel's composition and actions and HCA refused to publicly disclose the identities of the Panel members until after award of the Five Contracts.

Indeed, HCA has refused to timely respond to, or comply with, multiple pending Public Records Act requests by OCFA and EAS for records necessary for the public to scrutinize the process leading up to the selection of Falck's proposals. HCA's actions are unjustified and suggest it is attempting to conceal other defects in the procurement. OCFA reserves the right to supplement this protest after HCA complies with the law and discloses the requested records.

Accordingly, County must rescind the award of the Five Contracts and either convene a neutral, non-biased Panel to evaluate the proposals or cancel the procurement.

**I. HCA Disregarded The RFP By Improperly Convening A Seven-Member Panel, Which Included Two Former Falck Employees And Six Current And Former Falck Employees.**

California law mandates strict compliance with the RFP's requirements and procedures, "even where it is certain there was in fact no corruption or adverse effect upon the bidding process." (*Konica Business Machs. U. S. A. v. Regents of Univ. of Cal.* (1988) 206 Cal.App.3d 449, 457.) Strict compliance with the RFP's requirements is a preventative approach and necessary to further the purposes of competitive bidding, including "to eliminate favoritism, fraud and corruption." (*Id.* at 456.)

Section III.G of the RFP provides:

One five (5) member evaluation panel will be established to score the proposals for all five (5) EOAs, consisting of representatives of the County and/or members of the community having direct medical and emergency transport job knowledge and expertise of the services described in this RFP.

The RFP then provides that the "names of the evaluation panel members will not be disclosed unless required by law." (*Id.* at § I.N.)

During the August 12, 2025, Board of Supervisors meeting, Supervisor Foley expressed her concern regarding "potential lack of objectivity on the Panel." ([https://ocgov.granicus.com/player/clip/5481?view\\_id=8&redirect=true](https://ocgov.granicus.com/player/clip/5481?view_id=8&redirect=true) at 2:31:57-2:32:14.) At that point, the composition of the Panel was unknown to, and very likely kept secret from, the public. (Fennessy Decl. ¶¶ 3-6.)

EAS immediately submitted a PRA request for the identities of the Panel members. (Weston Decl. ¶ 25.) On August 15, 2025, HCA notified EAS that it would be withholding such information reasoning that the public interest in withholding the information to protect "rater

candor’, independent judgment, and integrity in the evaluation process” outweighed the public interest in disclosure. (*Id.* at ¶ 26.) Two days later, and after consulting with County Counsel, HCA reversed course and revealed the identities of the Panel members. (*Id.* at ¶ 27.)

The Panel was comprised of the following seven (7) members:

1. Kevin Chao, a former employee of OCEMS who spent more than 12 years as an employee of Falck and its predecessor, Care Ambulance, a close friend of fellow Evaluation Panel Member Adrian Rodriguez.
2. Patrick Dibb, the former Fire Chief of the City of Orange, and a current EMS educator at Santa Ana College, was the only panel member not a current or former OCEMS employee. He also scored the OCFA-Emergency Ambulance proposal substantially higher than the Falck proposal.
3. Tammi McConnell, the former OCEMS Director with longstanding bias against fire agencies and public-private ambulance services partnerships. Her scores show the widest variation between Falck and OCFA, with Falck receiving a substantially higher score.
4. Laurent Repass, a current OCEMS Agency employee and another close friend of Adrian Rodriguez. Mr. Repass was responsible for recruiting Mr. Rodriguez to OCEMS and similarly scored Falck’s proposal substantially higher than OCFA.
5. Adrian Rodriguez is a current OCEMS Agency employee and former 12-year employee of Care/Falck. He similarly scored Falck substantially higher than OCFA, and other evidence of his bias is currently being reviewed.
6. Genise Silva, a current mid-level OCEMS Agency employee.
7. Dr. Sam Stratton is a former OCEMS Medical Director and a current OCEMS volunteer.

(Weston Decl. ¶¶ 28-31.)

HCA disregarded the express requirements in section III.G of the RFP providing for a five-member Panel to evaluate proposals. Instead, it convened a seven-member Panel, which included six current and former OCEMS employees and two former employees of incumbent provider and bidder Falck. Only one panel member, Chief Dibb, had no prior affiliation with either OCEMS or Falck.

The expansion of the Panel’s size to seven and the inclusion of six current and former OCEMS employees and two former Falck employees cannot be dismissed as minor irregularities. HCA must adopt and enforce “procedures to ensure that a bidding process is not only honest, but

*seen to be honest.*” (*Advanced Real Estate Services, Inc. v. Superior Court* (2011) 196 Cal.App.4th 338, 352.) “[It is not enough to simply refrain from favoritism; [HCA] must put affirmative safeguards in place to prevent bias and other arbitrary factors from influencing the bid selection. (*Schram Construction, Inc. v. Regents of University of California* (2010) 187 Cal.App.4th 1040, 1059.) Here, the addition of two more evaluators afforded the Panel with the opportunity to manipulate “the bid selection in favor of or against particular bidders.” (*Id.* at 1062.)

The Panel’s composition further “created an appearance of favoritism and undermined the integrity of the public bidding process.” (*Id.* at 1059.) Because six out of the seven Panel members were current or former OCEMS employees and two were former Falck employees, the panelists had personal knowledge of Falck and its provision of services. This knowledge allowed the panelists to improperly evaluate Falck based on their own knowledge and instead of evaluating Falck based on the contents of its proposal. Indeed, the only truly independent panelist, Chief Dibb, was the only panelist that scored OCFA substantially higher than Falck. (Weston Decl. ¶ 31.) Where, as here, the RFP provides that bidders will be evaluated on the contents of their proposals, the panelists’ substitution of their own knowledge and beliefs is improper and prejudicially disadvantaged all bidders except Falck. (*Eel River Disposal & Resource Recovery, Inc. v. County of Humboldt* (2013) 221 Cal.App.4th 209, 237-238.) “One need not be Raymond Chandler to see that” the size and composition of the Panel and HCA’s attempts to conceal such facts from the public “could easily be employed to facilitate favoritism, fraud, [and] corruption.” (*Id.* at 238.)

Considering the HCA’s failure to strictly comply with the RFP’s requirements regarding the Panel size, the composition of the Panel, and the Panel’s ability to manipulate the selection process to favor Falck, County must set aside the award of the Five Contracts. (*Konica, supra*, 206 Cal.App.3d at 457; *Schram, supra*, 187 Cal.App.4th at 1059.)

## **II. The Panel Failed To Follow The RFP’s Criteria When It Scored Falck’s Proposal**

The RFP provided that proposals should be submitted in two parts, each subject to two different evaluations: (1) as part of its responsiveness review, HCA Procurement and Contract Services would evaluate the bidder’s minimum qualifications in “File I” on a pass/fail basis; and (2) the Panel would review and assign scores to the proposals in “File 2,” with a maximum overall score of 100 points. (RFP §§ I.H, III.G & tbl. 13; attachment II, form A.)

The RFP required Bidders to address in their proposal (file II) 94 questions in ten scored categories, which called for answers that either applied to all EOAs or applied to particular EOAs only. (RFP §§ IIII.G & tbl. 13, V.) The RFP expressly instructed bidders:

Provide the information requested below in one (1) file per the instructions in Section I. H. “General Instructions for Submittal”. For each Region, please have a page limit of 200 pages. Failure to provide and/or disclose requested information and/or documents may result in disqualification of your proposal.

(RFP § IV at 65.)

HCA clarified these requirements in response, as follows:

28. Ref. 911 Emergency Ambulance Transportation Services RFP – FY 2025 Final - Page 65 of 76 – Top Paragraph *Mar 13 2025 at 4:28 PM*

**Question – Does the 200-page limit include attachments or exhibits for the section?**

*Mar 14 2025 at 10:43 AM*

*County of Orange*

Respondents can submit attachments as they deem necessary, but please note that scoring of the RFP is strictly based on the criteria scoring in Section III and Proposal answers to Section V of the RFP. **If information in the attachments pertain to the proposal response questions and Respondents want these considered in scoring, please include in proposal, which is subject to 200-page limit.**

(County Response to Bidder Question 28; see Weston Decl. ¶¶ 16-17.)

In other words, the RFP provided that the Panel would only score bidders' answers to the RFP's questions contained in the narrative portion of their proposal (file II), which was subject to the 200-page limit. Failing to include answers in the 200-page proposal would make the proposal nonresponsive and the Panel would not score any matter in attachments to the proposal (file II).

Falck did not follow the RFP's directions. Its proposal contained the following:

**Category: Operations, *Proposed Dispatch Operations* (RFP §V.V)**

Question 3: Provide job descriptions for 9-1-1 emergency ambulance dispatchers and dispatch supervisors.

Answer: Job descriptions, including qualifications and requirements, for 9-1-1 emergency ambulance Dispatchers and Dispatch Supervisors are provided in Attachment 9.

**Category: Clinical & Personnel, *Proposed Medical Administration* (RFP §V.C)**

Question 2: Provide an organizational chart that describes the overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs and sections. Indicate the lines of organizational management, authority and responsibility.

Answer: An organizational chart illustrating the overall Falck Mobile Health Corp. Orange County organization is on the next page. All corporate and regional

organizational charts reflecting lines of authority and relationships are provided in Attachment 37.

Question 6: Provide the Table of Contents for your organization's employee handbook.

Answer: Due to page length, a copy of the Employee Handbook and Policy Manual Tables of Contents for Orange County Operations is provided in Attachment 19.

Question 13: Provide a job description for the field supervisor who will provide 9-1-1 emergency ambulance field level supervision.

Answer: A job description including requirements for the Field Supervisor role is provided in Attachment 9.

Question 16: Provide the number of certified EMT's, which meet the standards of OCEMS Policies #410.00 and #415.00, Include the following: . . . A list of your organization's current certified staffs experience in six (6) month increments through five years. Please include your plan to get staff OCEMS accredited who are not already accredited.

Answer: The number of certified EMTs who meet OCEMS Policy standards is **784**. In addition, Falck Mobile Health Corp. employs 356 EMTs in Los Angeles County. . . . Due to the length of this file, the requested list of OCEMS accredited staff is provided in Attachment 25. Staff listed are sufficient to staff the proposed Deployment Plan in every Region.

**Category: Clinical & Personnel, *Proposed Clinical Levels & Staffing Requirements* (RFP §V.I)**

Question 24: Provide a job description for all management, administrative and support staff that will be allocated to this program.

Answer: Job descriptions for all positions allocated to the program are provided in Attachment 9.

Question 24: Provide resumes for all management, administrative and support staff currently employed and expected to be employed (if known), who will be allocated to the program and responsible for accomplishing the requirements of this solicitation. Include the proposed position title from the staffing schedule on each resume. Resumes should provide sufficient information to determine staff is qualified for his/her assigned position, including history of relevant education and experience.



Answer: Resumes for all management, administrative and support staff are provided in Attachment 11.

**Category:** EMS System & Community, *EMS System & Community Commitment* (RFP §V.E)

Question 2: Provide a list of disaster drills, exercises and training programs your organization participated in within the past year.

Answer: A table summarizing Falck's participation in Orange County/regional disaster drills, exercises and training over the past year (Jan 2024 to present) is provided in Attachment 39.

(See Falck Proposal at 57, 123, 127, 150, 155-56, 164, 176; Weston Decl. ¶¶ 15-19.)

Attachments 9, 11, 19, 25, and 39 to Falck's proposal spanned a total of 288 pages. In other words, Falck answered the RFP's questions in 488 pages, when its proposal was limited to 200 pages. Because Falck's proposal did not conform to the RFP's instructions, County could not award Falck a contract based on the nonconforming proposals. (*Konica, supra*, 206 Cal.App.3d at 454; *Eel River, supra*, 221 Cal.App.4th at 238.)

Furthermore, the Panel's failure to comply with the RFP's instructions and award criteria constitute an abuse of discretion requiring the award of the Five Contracts to be set aside. (*Cypress Security, LLC v. City and County of San Francisco* (2010) 184 Cal.App.4th 1003, 1011.) Like Falck, the Panel ignored the RFP's scoring instructions and criteria. It fully scored the matter in Attachments 9, 11, 19, 25, and 39, with some Panel members—including RFP author Tammi McConnell—giving Falck the maximum number of points for the corresponding category.

The Panel had no authority or discretion to ignore the RFP's instructions or evaluation criteria. (*Schram, supra*, 187 Cal.App.4th at 1060.) Nor could it waive the defects in Falck's proposal. Doing so afforded Falck the unfair competitive advantage of submitting a proposal without the limitation of the 200-page limit, while OCFA and EAS limited their responses to comply with the page limit. (Weston Decl. ¶¶ 16-17; Capobianco Decl. ¶ 15.)

Moreover, Falck's failure to answer the eight questions should have resulted in it receiving a significantly lowers score. Based on the scoring sheets, it appears that each panelist assigned a score of 1-5 for each scoring category, which was then multiplied by 1-4, depending on the specified maximum point total for that category. The eight questions Falck did not properly answer were part of four scored categories—RFP sections V.V, V.C, V.I, and V.E—which were worth up to 20, 10, 10, and 10 points, respectively, or one-half of the maximum 100 points for scoring purposes.

Appended to this letter is a chart comparing the Panel's actual scores against two scenario. In scenario 1, a hypothetical panel scores Falck 0 out of 5 for each category where it failed to

answer questions as required by the RFP's instructions. In scenario 2, the hypothetical panel penalizes Falck by subtracting 1 point from the actual Falck scores of 1-5 given by the panelists.

The following table summarizes that comparison

EOA / Scenario	Falck	OCFA
EOA A Actual Scores	86	83.6
EOA A Scenario 1	44	83.6
EOA A Scenario 2	76	83.6
EOA B Actual Scores	88.1	80.2
EOA B Scenario 1	45	80.2
EOA B Scenario 2	78.1	80.2
EOA C Actual Scores	88.2	80.1
EOA C Scenario 1	45.1	80.3
EOA C Scenario 2	78.3	80.3

The score comparison shows that, had the Panel properly scored Falck's proposal, OCFA would have received a higher score. Conversely, the only way Falck scores higher than OCFA is if the Panel scores all 488 pages of Falck's proposal, notwithstanding the RFP's rules and page limit.

The defects in Falck's proposal were not waivable, inconsequential errors because scoring the overlong proposal conferred on Falck an unfair advantage over OCFA and EAS, which complied with the RFP's rules and page limits, because the Panel's improper scoring of the Attachments accounted for Falck's winning margin. (*DeSilva Gates Construction, LP v. Department of Transportation* (2015) 242 Cal.App.4th 1409, 1422 [bid errors are waivable if they do not give the bidder an advantage or benefit not allowed other bidders].)

### **III. Tammi McConnell Was Biased Against OCFA And In Favor Of Falck.**

A purpose of competitive bidding is "to eliminate favoritism, fraud and corruption" in public contracting. (*Konica, supra*, 206 Cal.App.3d at 456.) The procurement failed in this respect.

During her tenure as OCEMS Director, Ms. McConnell repeatedly demonstrated her favoritism for privately-operated alternatives to fire-based EMS and her desire to prevent public agencies like OCFA from bidding on ambulance services contracts. (Fennessy Decl. ¶ 8; Druten Decl. ¶¶ 9-10.) A couple of examples will suffice.

First, in November and December 2020, Ms. McConnell worked with private ambulance companies in secret on changes to the County's long-standing Ambulance Ordinance. She afforded private ambulance companies, including Falck, the opportunity to provide feedback and offer revisions to the ordinance. But she provided no such opportunity to OCFA and other fire agencies; they learned about the revisions when the proposed revised ordinance was slated for consideration and approval by Board of Supervisors at two then-upcoming meetings during the December 2020

holiday season. Had the Board of Supervisors adopted the proposed ordinance as written by Ms. McConnell and the private ambulance companies, OCEMS would have had the ability to thwart future public/private BLS ambulance transportation proposals like the OCFA-EAS proposal. (*Id.* at ¶¶ 10.)

Second, Ms. McConnell changed long-term practices in Orange County regarding private ambulance companies' reimbursement of fire agencies for performing life-saving care. In the Orange County system, private ambulance companies provide Basic Life Support ("BLS") level of care using EMTs on ambulance. Fire agencies, like OCFA, provide Advanced Life Support ("ALS") level care using paramedics on non-transporting vehicles. However, due to certain federal regulations, Medicare and Medi-Cal reimburse ambulance providers for both services, even though the fire agency provided the relevant ALS services. As a result, County contracts with BLS transport providers require them to reimburse the ALS fire agencies at fixed amounts for the life-saving care they provide and the medical supplies they expend in providing that care. However, in 2020, Ms. McConnell, without notice, revised the County's form BLS transportation service contract to delete the requirement for mandatory reimbursement at the fixed amounts and replaced it with a provision requiring the County's BLS contractor to establish an agreement or other arrangement with the ALS Service Provider" (i.e., OCFA) for reimbursement. As a result, Falck withheld mandatory reimbursement to OCFA for more than two years, which resulted in unnecessary litigation between Falck and OCFA. (*Id.* at ¶¶ 11-13.)

OCFA resolved to improve relations with Ms. McConnell when it began examining the opportunity to participate in this procurement in 2023. In September 2023, OCFA asked her to serve on an evaluation panel for an OCFA procurement to retain a consultant to conduct an emergency ambulance system analysis and provide ambulance service options for consideration by the OCFA including, without limitation, a public/private partnership (the "Orange County Regional Ambulance Service Study"). She agreed. Based on the evaluation panel's recommendation, OCFA contracted with Citygate Associates to perform the study. In various stakeholder meetings and private conversations as part of the process of developing the Orange County Regional Ambulance Service Study, Ms. McConnell shared her belief that the provision of ambulance services by local fire agencies was unsustainable. (Capobianco Decl. ¶¶ 16-18.)

Unbeknownst to OCFA, EAS had even more alarming interactions with Ms. McConnell, wherein she expressed a strong bias against public-private partnerships between ambulance companies and fire departments. An EAS executive, who also serves as president of the Southern California Ambulance Association ("SCAA"), had discussed with Ms. McConnell changes to California's EMS systems, including ambulance public-private partnerships, on various occasions, including at professional conferences in May 2024 and May 2025, as well as Orange County Regional Ambulance Service Study stakeholder meetings. During her discussions with the EAS executive, Ms. McConnell expressed a strong bias against public-private partnership arrangements such as the one proposed in the OCFA-EAS proposal, going so far as to say words to the effect of "why would you partner with a fire department?" and "partnering with a fire department is not advisable." (Druten Decl. ¶¶ 11-18.)

On or about July 31, 2024, Fire Chief Brian Fennessy met with HCA Director Dr. Veronica Kelley to share OCFA's concerns regarding Ms. McConnell's demonstrated bias against OCFA and favoritism toward Falck and that her inclusion on the Panel would create an unfair competitive environment. Dr. Kelley agreed that Ms. McConnell would not serve on the Panel. Dr. Kelley's assurance that HCA would convene an unbiased panel without McConnell was a critical consideration in OCFA's decision to participate in this procurement. In November 2024, the OCFA Board of Directors delegated authority to Chief Fennessy to develop and submit a proposal in response to the RFP. (Fennessy Decl. ¶¶ 14-17.)

OCFA first learned that Ms. McConnell was a Panel member immediately after the August 12, 2025, Board of Supervisors meeting. (Fennessy Decl. ¶ 5.) Given Ms. McConnell's history and statements, direct participation in the development of OCFA's public-private partnership study and concept, and Dr. Kelley's express assurances, OCFA and EAS were shocked to learn that she was a panelist. (*Id.* at ¶ 4; Druten Decl. ¶¶ 8-9.) Once HCA belatedly confirmed her participation, OCFA and EAS examined the Panel's scoring sheets and determined that Ms. McConnell's scores show the widest variation between Falck and OCFA, with Falck receiving a substantially higher score. (Weston Decl. ¶ 29(b).)

Ms. McConnell should not have served on the Panel. By allowing her to be on the Panel, HCA failed "to ensure that [this] bidding process is not only honest, but *seen to be honest*." (*Advanced Real Estate, supra*, 196 Cal.App.4th at 352.) Her participation on the Panel "created an appearance of favoritism and undermined the integrity of the public bidding process." (*Schram, supra*, 187 Cal.App.4th at 1059.)

#### **IV. HCA's Unjustified Delay In Identifying Panel Members Until After The Five Contracts Were Awarded Further Underscores The Unfairness Of The Procurement And The Inadequacy Of The Bid Protest Procedures.**

On August 26, 2025, OCFA Fire Chief Brian Fennessy formally requested HCA postpone moving forward with the Five Contracts while OCFA initiates, and HCA or County resolve, the instant protest. HCA responded to Chief Fennessy in your letter to him dated August 29, 2025, stating that County denied OCFA's request and County had made the decision to not consider OCFA's bid protest—even though it had not yet analyzed the grounds raised by OCFA—because OCFA's bid protest would be untimely pursuant to section I.K of the RFP.

OCFA agrees that its bid protest<sup>1</sup> is untimely under section I.K of the RFP but respectfully requests County to reconsider its position given the gravity of the potential misconduct and the need "to keep the public bidding process free of favoritism." (*Advanced Real Estate Services, Inc. v. Superior Court* (2011) 196 Cal.App.4th 338, 353.) Considering this belated protest would be consistent with the Legislature's findings and declarations that "the integrity of the procurement

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<sup>1</sup> OCFA has standing to make this protest. It timely submitted responsive proposals and willing, available, and capable to perform the services required by the RFP and enter contracts with County, subject to final approval of contract terms by the OCFA Board. (Capobianco Decl. ¶¶ 9-14; Fennessy Decl. ¶ 20.)

process, as well as the ability to attract maximum competition, are further enhanced by allowing an aggrieved bidder the right to a timely and equitable process to protest a solicitation, award, or related decision.” (*Id.*, quoting Stats. 1995, ch. 932, § 1, p. 7080.) It would also be consistent with County policy that employees “must discharge their duties impartially to assure fair, competitive access to government procurement by responsible contractors” and “to foster public confidence in the integrity of the County procurement process.” (County Manual at § 2.1-101(1).)

The RFP’s bid protests procedures effectively made it impossible for OCFA to protest timely. Those procedures require the submission of a protest “no later than five (5) business days after the ‘Notice of Intent to Award Contract’ is provided by HCA Procurement and Contract Services.” (RFP §I.K.) However, the RFP also provides that “[t]he names of the evaluation panel members will not be disclosed unless required by law.” (*Id.* at § I.N.)

This flaw in the RFP was magnified by HCA, which initially refused to disclose Panel members’ identities—even to members of the County Board of Supervisors—and did not publicly release such information until after the award of the Five Contracts. (Fennessy Decl. ¶¶ 4-6; Weston Decl. ¶¶ 24-31.)

OCFA and EAS have made multiple Public Records Act requests seeking information related to the procurement and HCA has refused to timely respond to, or comply with, the pending requests, even though the responsive records necessary for the public to scrutinize the process leading up to the selection of Falck’s proposal. (*Michaelis, Montanari & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, 1073.) For example, OCFA requested a complete, unredacted Falck’s proposal, including its disclosure of litigation and performance issues on Falck’s other contracts, which is necessary to determine Falck’s eligibility for contract award. Even though the Board of Supervisors openly debated allegations that Falck materially breached its contracts with Los Angeles County during the August 12, 2025, meeting and section 4.3-1207 of the County Manual mandates that HCA disclose Falck’s proposal to the public, HCA continues to withhold disclosure of the complete proposal. HCA’s actions are wholly unjustified.

The RFP’s deficient bid protest procedures and limitation on disclosing the Panelist’s identifies, coupled with HCA’s “sweaty haste” to consummate the Five Contracts with Falck and “the insouciance and delay with which it honored [OCFA’s and EAS’s] request[s] for records” for plainly pertinent procurement information give rise to “an inference that the fix was in from the beginning to not to award the contracts to [OCFA].” (*Great West Contractors, Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425, 1445-1446.)

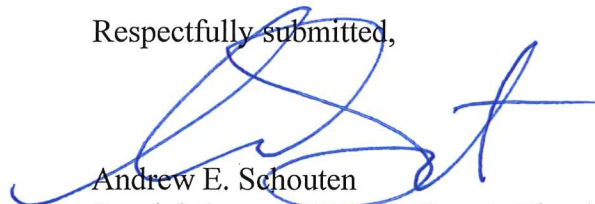
OCFA anticipates additional grounds supporting this protest will soon become known. OCFA reserves the right to supplement this protest after HCA complies with the law and discloses the requested records.

Brittany Davis  
Procurement Administrator  
August 29, 2025  
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**V. Conclusion.**

For the foregoing reasons, County should grant OCFA's bid protest, rescind the award of the Five Contracts and either convene a neutral, non-biased Panel to evaluate the proposals or cancel the procurement and restart the process.

Respectfully submitted,



Andrew E. Schouten  
Special Counsel, Orange County Fire Authority

Enclosures

cc (by email only):

Fire Chief Brian Fennessy, Orange County Fire Authority  
Assistant Fire Chief Rob Capobianco, Orange County Fire Authority  
Orange County Fire Authority Board of Directors  
David E. Kendig, Esq., General Counsel, Orange County Fire Authority  
Lorraine Daniel, Assistant Agency Director, Orange County Health Care Agency  
Juan Corral, Assistant Deputy Director, Orange County Procurement Office  
Orange County Board of Supervisors  
Office of County Counsel, County of Orange

COMPARISON OF EVALUATION PANEL SCORES FOR RFP No.: 042-2624304-BD

Proposer	Kevin Chao Score	Patrick Dibb Score	Tammi McConnell Score	Laurent Repass Score	Adrian Rodriguez Score	Genise Silva Score	Sam Stratton Score	Average Total Score (Mean)	Overall Total Score	Average Total Score (Median)
<b>EOAA Final Scoring Summary</b>										
Falck Mobile Health Corp	81	76	95	91	81	95	83	86	602	83
Orange County Fire Authority	82	94	81	86	78	82	82	83.57	585	82
<b>EOAA Final Scoring High/Low Dropped</b>										
Falck Mobile Health Corp	81			91	81	95	83	86.2	431	83
Orange County Fire Authority	82		81	86		82	82	82.6	413	82
<b>EOAA Final Scoring Zero Scores</b>										
Falck Mobile Health Corp	41	40	49	47	41	49	41	44.0	308	41
Orange County Fire Authority	82	94	81	86	78	82	82	83.57	585	82
<b>EOAA Final Scoring -1 Scoring Penalty</b>										
Falck Mobile Health Corp	71	66	85	81	71	85	73	76.0	532	73
Orange County Fire Authority	82	94	81	86	78	82	82	83.57	585	82
<b>EOA B Final Scoring Summary</b>										
Eastwestwoto, Inc. dba Lifeline Ambulance Response	64	51	63	61	55	61	68	60.42857143	423	61
Falck Mobile Health Corp	81.0	82	97	93	82	97	85	88.14285714	617	85
Orange County Fire Authority	80	86	80	84	75	82	75	80.28571429	562	80
<b>EOA B Final Scoring High/Low Dropped</b>										
Eastwestwoto, Inc. dba Lifeline Ambulance Response	64	82	63	61	55	61		60.8	304	61
Falck Mobile Health Corp				93	82	97	85	87.8	439.0	85
Orange County Fire Authority	80		80	84		82	75	80.2	401	80
<b>EOA B Final Scoring Zero Scores</b>										
Eastwestwoto, Inc. dba Lifeline Ambulance Response	64	51	63	61	55	61	68	60.42857143	423	61
Falck Mobile Health Corp	41	44	49	49	42	49	41	45.00000000	315	44
Orange County Fire Authority	80	86	80	84	75	82	75	80.28571429	562	80
<b>EOA B Final Scoring -1 Scoring Penalty</b>										
Eastwestwoto, Inc. dba Lifeline Ambulance Response	64	51	63	61	55	61	68	60.42857143	423	61
Falck Mobile Health Corp	71	72	87	83	72	87	75	78.14285714	547	75
Orange County Fire Authority	80	86	80	84	75	82	75	80.28571429	562	80
<b>EOA C Final Scoring Summary</b>										
Falck Mobile Health Corp	81	83	97	93	82	97	85	88.28571429	618	85
Orange County Fire Authority	80	85	80	84	75	82	75	80.14285714	561	80
<b>EOA C Final Scoring High/Low Dropped</b>										
Falck Mobile Health Corp		83		93	82	97	85	88	440	85
Orange County Fire Authority	80		80	84		82	75	80.2	401	80
<b>EOA C Final Scoring Zero Scores</b>										
Falck Mobile Health Corp	41	45	49	49	42	49	41	45.14	316	45
Orange County Fire Authority	80	85	80	84	75	82	75	80.14285714	561	80
<b>EOA C Final Scoring -1 Scoring Penalty</b>										
Falck Mobile Health Corp	71	73	87	83	72	87	75	78.29	548	75
Orange County Fire Authority	80	85	80	84	75	82	75	80.14285714	561	80

## **DECLARATION OF FIRE CHIEF**

### **BRIAN FENNESSY**

I, Brian Fennessy, declare as follows:

1. I am over the age of 18. I have personal knowledge of the following except as to those things that are stated on information and belief, and as to those items, I am informed and believe that they are true.

2. I currently employed as the Fire Chief of the Orange County Fire Authority (“OCFA”). I have held this position since April, 2018.

3. In my capacity as Fire Chief, I worked with Assistant Chief Robert Capobianco and Emergency Ambulance Services Inc., to establish a public-private partnership in preparation for responding to the Orange County Request for Proposals for basic life support (BLS) ambulance transportation services.

4. Only after the County Board of Supervisors awarded all five (5) contracts for the BLS ambulance transportation services to the same provider (Falck Mobile Health Corp, hereinafter “Falck”) was I informed about who had been appointed to the panel to evaluate the proposals submitted in response to the RFP, and about several critical flaws in the evaluation panel’s proceedings. The information I first received about the makeup of the evaluation panel and about its proceedings after the contracts were awarded (and summarized below) is alarming not only because of the likelihood that defects in the evaluation panel’s proceedings resulted in contracts awarded inconsistent with the rules and criteria set forth in the RFP, but also because it involves a clear appearance (and likely actuality) of improper bias on the panel against OCFA and in favor of Falck.

5. On August 12, 2025, immediately after the Board of Supervisors awarded all five EOA contracts to Falck, Supervisor Katrina Foley spoke with me and informed me that she had struggled to find out the identity of the evaluation panel members, and had asked County Counsel whether she, an elected member of the Board of Supervisors, had



to file a Public Records Act request to obtain the information. Supervisor Foley told me that only then, August 11<sup>th</sup>, was she informed who was on the evaluation panel. She shared with me that she had been informed the members of the panel were Dr. Sam Stratton, Tammi McConnell, Adrian Rodriguez, Laurent Repass, Genise Silva, Kevin Chao, and Patrick Dibb. For the reasons explained below, I was shocked to learn that Tammi McConnell was among the panel members, and that so many of the panelists were former employees of Falck.

6. It's clear to me that the names of the evaluation panel were improperly kept secret from the public, the Board of Supervisors, and the OCFA for so long so that OCFA would not find out and would therefore not be in a position to protest the award on the basis of the obvious biases of key individuals on the panel. OCEMS worked to ensure we would not know about the biased individuals until after all protest periods had expired. Had we known that Tammi McConnell, Adrian Rodriguez, Dr. Stratton, were on the evaluation panel, OCFA absolutely would have protested earlier. As noted below, based on my conversation with the current Director of the Orange County Health Care Agency, Dr. Veronica Kelley, I had every reason to trust and believe that Tammi McConnell was not on the evaluation panel.

### **Tammi McConnell Has a History of Bias Against OCFA and Favoritism for Falck**

7. I met with, spoke with, and corresponded with Tammi McConnell in her capacity as Emergency Medical Services Director at the Orange County Health Care Agency on multiple occasions since I was appointed Fire Chief at OCFA in 2018. I'm informed and believe Ms. McConnell served in that capacity until sometime in February 2025, when she left the County to join the Hospital Association of Southern California.

8. Based on my various discussions with her, and based upon her actions during the period of time I have served as OCFA Fire Chief, she repeatedly demonstrated her

favoritism for privately-operated alternatives to fire-based ALS services and her desire to prevent public agencies like OCFA to bid to perform BLS ambulance transportation service contracts.

### **The 2020 Proposed Ambulance Ordinance**

9. In late November, 2020, the Orange County Fire Chiefs Association (OCFCA) alerted me that, unbeknownst to OCFCA or myself, Tammi McConnell had been working with private ambulance companies on changing the County's long-standing Ambulance Ordinance. We (the OC fire departments) are the only Advanced Life Support public agencies providing 911 services in Orange County. Had that ordinance been adopted as recommended, aspects of the proposed ordinance could have been implemented to thwart future public/private BLS ambulance transportation proposals like the OCFA/Emergency Ambulance proposal in this year's RFP process. Given the substance of the proposed amendments, OCFA and other impacted fire departments and cities should also have been very involved in discussing and understanding the substance of the proposals long before the proposed versions were scheduled for Board approval. But that privilege was extended only to the private ambulance companies like Falck. OCFA wasn't even aware the modified ordinance had been prepared until it was already set for County Board approval.

10. OCFA and I found out by chance that the 2020 ambulance ordinance was slated for approval by the Board of Supervisors at two then-upcoming meetings during that holiday season, first on December 8, 2020, and later in December. This was discovered by chance by then-Assistant Chief Randy Black, who discovered the item on an upcoming agenda of the Board of Supervisors, and Chief Black informed me. While Ms. McConnell had afforded the private ambulance companies the opportunity to provide advance input into the ordinance drafting and revisions, it was only by chance that OCFA even found out that the ordinance was being considered by the Board of Supervisors for approval. The disparity in treatment on this matter of great interest to both private ambulance companies

and public ALS service providers is indicative of how Tammi McConnell and the OC EMS agency staff afford private ambulance companies like Falck substantially more favorable treatment over OCFA and the public ALS providers.

**Tammi McConnell Favored Falck and Private BLS Providers by Substantially Reducing Contract Protections for OCFA and Other ALS Service Providers in 2020**

11. Tammi McConnell implemented changes in the County's standard BLS contracts that watered down the County's then-existing mandate to reimburse OCFA's medical supply rates. In 2015, the contract form that the County EMS required the awarded BLS contractor to sign required that BLS contractor to reimburse the OCFA (the ALS service provider in many areas of Orange County) for OCFA's cost of providing expendable medical supplies for each BLS/ALS transport and set forth the rate at which the expendable medical supplies would be reimbursed.

12. In and leading up to the 2020 BLS Ambulance Transportation RFP process, Tammi McConnell revised the County's form BLS contract to delete the requirement for mandatory reimbursement at the fixed amounts and replaced it with a provision that the awarded BLS contractor would "be responsible for establishing an agreement or other arrangement with the ALS Service Provider" (i.e., OCFA) for reimbursement of ALS medical supply rates. The result was that, instead of requiring reimbursement at the determined fixed amounts as had previously been directed in the 2015 County Agreements, Tammi McConnell's revision to the County's 2020 standard contract required OCFA to *negotiate contracts* for such reimbursements with Falck, empowering the awarded BLS transporters like Falck with unprecedented negotiating leverage in the matter of medical supply reimbursements.

13. Ultimately those dynamics and the resulting contracts set in motion by Ms. McConnell's revisions deleting the 2015 mandatory, fixed-amount reimbursement requirement and replacing it with the 2020 negotiation/agreement direction resulted in Falck withholding all reimbursements for expendable medical supplies for a period of over

2 years, and the OCFA filing a breach of contract lawsuit against Falck to recover the withheld amounts.

**The OCFA's 2025 Public/Private Proposal to Provide  
BLS Ambulance Transportation Services**

14. On November 21, 2024, the OCFA Board of Directors delegated authority to me in my capacity as OCFA Fire Chief and to Assistant Chief Capobianco to (1) negotiate and approve a competitive public-private partnership agreement with Emergency Ambulance Services Inc. to provide BLS ambulance transportation services, to serve one or more Exclusive Operating Areas (EOAs) managed by the County of Orange, and (2) develop and submit a competitive proposal in response to the Orange County RFP for 9-1-1 BLS Ambulance Response, Transportation and Related Services.

15. On March 3, 2025, Orange County Emergency Medical Services issued an RFP for the Provision of 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services for their five (5) EOAs.

16. On or about July 31, 2024, I met with Dr. Veronica Kelley, Director of the Orange County Health Care Agency. I shared with Dr. Kelley the OCFA's concerns based on OCFA's difficult history with Tammi McConnell and the bias she has demonstrated against OCFA, and favoritism that she has demonstrated toward Falck, would create an unfair competitive environment if she was included on the RFP evaluation panel. Dr. Kelley agreed that Tammi McConnell would not and should not be a member of the evaluation panel.

17. The assurance that there would be an unbiased panel without Tammi McConnell was a critical consideration in my evaluation whether to submit OCFA's proposal in response to the County's RFP.

18. On April 3, 2025, OCFA submitted its proposal to provide BLS Ambulance Transportation Services for Regions A, B, and C (three of the five EOAs). The County's RFP closed on April 3, 2025. The RFP was reopened on April 4, 2025. OCFA resubmitted

the same proposals without edits on April 7, 2025. The RFP closed again on April 10, 2025.

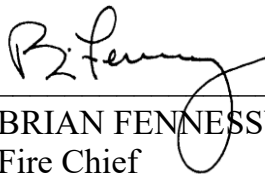
19. On August 12, 2025, the Orange County Board of Supervisors voted to award contracts for all five EOAs to Falck Mobile Health Corp.

20. As detailed above, I first learned the evaluation panel's makeup and that Ms. McConnell had been on the evaluation team only after the Board of Supervisors awarded the contracts to Falck on August 12<sup>th</sup>, so OCFA had no opportunity to object to or to protest the panel's makeup prior to the Board's decision.

21. The OCFA, in coordination with its subcontractor, Emergency Ambulance Services, Inc., stands willing, available, and capable to perform the services required by the RFP and is willing to accept all the terms and conditions of the Agreement Template contained in Attachment I to the RFP, subject to final approval of contract by the OCFA Board.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing facts are true and correct, and if called upon to do so, I could and would competently testify thereto.

Executed this 28th day of August 2025, in Irvine, California.



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BRIAN FENNESSY  
Fire Chief  
Orange County Fire Authority

## **DECLARATION OF ASSISTANT CHIEF**

### **ROB CAPOBIANCO**

I, Rob Capobianco, declare as follows:

1. I am over the age of 18. I have personal knowledge of the following, except for those things stated on information and belief. As to those items, I am informed and believe that they are true.
2. I am currently employed as the Assistant Chief, Emergency Medical Services and Training Department for the Orange County Fire Authority ("OCFA"). I have held this position since August 2022.
3. In my capacity as Assistant Chief of the Emergency Medical Services and Training Department, I worked with OCFA Fire Chief Brian Fennessy and Emergency Ambulance Services, Inc., to establish a public-private partnership in preparation for responding to the Orange County Request for Proposals for ambulance transportation services.
4. On November 21, 2024, the OCFA Board of Directors delegated authority to Fire Chief Fennessy and me to (1) negotiate a competitive public-private partnership agreement with Emergency Ambulance Services Inc. to provide basic life support (BLS) ambulance transportation services, to serve one or more Exclusive Operating Areas (EOAs) managed by the County of Orange, and (2) develop and submit a competitive proposal in response to the Orange County RFP for 9-1-1 BLS Ambulance Response, Transportation and Related Services.
5. On March 3, 2025, Orange County Emergency Medical Services issued an RFP for the Provision of 9-1-1 Basic Life Support

Emergency Ambulance Response, Transportation and Related Services for their five (5) EOAs.

6. On April 3, 2025, OCFA submitted a proposal for 3 of the 5 Regions A, B, and C (three of the five EOS) (collectively, “OCFA Proposals”). The RFP closed on April 3, 2025.

7. The RFP was reopened on April 4, 2025. OCFA resubmitted the same proposals without edits on April 7, 2025. The RFP closed again on April 10, 2025.

8. On August 12, 2025, the Orange County Board of Supervisors voted to award contracts for all five EOS to Falck Mobile Health Corp.

9. The OCFA, in coordination with its subcontractor, Emergency Ambulance Services, Inc., stands willing, available, and capable to perform the services required by the RFP and is willing to accept all the terms and conditions of the Agreement Template contained in Attachment I to the RFP, subject to final approval of contract by the OCFA Board.

10. The OCFA Proposals affirmed that OCFA has the administrative and support resources, trained personnel, facilities and equipment in place to successfully implement BLS ambulance transportation services by the start date of September 1, 2025.

11. Significant investments were made by OCFA and OCFA’s subcontractor, Emergency Ambulance Services, Inc. to be ready to commence services on September 1, 2025.

12. Emergency Ambulance procured 36 new ambulances in preparation for the potential award of contract(s) for Regions A, B, and/or C.

13. OCFA committed numerous manhours in multiple sections of

the organization (IT, Dispatch, Property Management, EMS, Communications, and Legal), developing a plan to ensure service readiness by September 1, 2025.

14. As the incumbent service provider in Region A, with vehicles and facilities in place, the provision of continued services by OCFA in coordination with Emergency Ambulance would have been remarkably straightforward and seamless if the County had awarded the Region A contract to OCFA.

15. The OCFA Proposals strictly adhered to the 200-page limit based on the County's March 14, 2025 response to bidder questions posted in OpenGov Procurement. It was understood that attachments could be included, but only the 200-page proposals would affect scoring for the purpose of proposal award. For that reason, the OCFA reduced the overall size and content of its proposal. The OCFA would have submitted substantially more detailed information and supporting materials as part of its proposal had the 200-page limitation not been established by the County as the basis for scoring the RFP.

16. I have known Ms. Tammi McConnell professionally for several years.

17. In the fall of 2023, the OCFA contracted with Citygate Associates to perform an emergency ambulance system analysis and provide ambulance service options for consideration by the OCFA including, without limitation, a public/private partnership (the "Orange County Regional Ambulance Service Study"). In connection with that effort, Ms. McConnell was asked to participate in exploring options for the OCFA to contribute and improve the current ambulance system in Orange County. In September of 2023,



we started our joint study with her assistance in the OCFA procurement process to select a consultant. Ms. McConnell played a critical role and was a major contributor to the development of the Orange County Regional Ambulance Study. She, among other things, recommended the retention of Citygate Associates, gave direction on which public agencies should participate in the stakeholder meetings, attended all such meetings, and exchanged numerous emails with OCFA and Citygate Associates personnel. Ms. McConnell was provided access to information about OCFA's financials, operations and the potential public-private ambulance services model that should have precluded her from participating as an impartial member of the County RFP evaluation panel.

18. Through the course of the Orange County Regional Ambulance Service Study stakeholder meetings, Ms. McConnell shared that she believed the provision of ambulance services by local fire departments was unsustainable.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing facts are true and correct. If called upon to do so, I could and would competently testify thereto.

Executed this 29th day of August 2025, in Irvine, California.



ROB CAPOBIANCO  
Assistant Chief,  
Emergency Medical Services  
Orange County Fire Authority

## DECLARATION OF CHARLES A. DRUTEN, JR.

I, Charles A. Druten, Jr., declare as follows:

1. I am over the age of 18. I have personal knowledge of the following except as to those things that are stated on information and belief, and as to those items, I am informed and believe that they are true.
2. I am currently employed by Emergency Ambulance Service, Inc. ("Emergency Ambulance") as Vice President of Administration. I have held this position since November 2024.
3. I previously served as Chief Operating Officer of Emergency Ambulance from April 2013 to October 2024.
4. I also serve as the president of the Southern California Ambulance Association ("SCAA").
5. Given my current role with Emergency Ambulance, I was actively engaged in the preparation of the proposal submitted by the Orange County Fire Authority ("OCFA") in response to Orange County Health Care Agency Request for Proposal No.: 042-2624304-BD for 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services ("County RFP"), which was released on March 3, 2025, wherein Emergency Ambulance was included in the OCFA RFP response as an OCFA subcontractor.
6. On April 2, 2025, OCFA submitted a proposal for three of the five Exclusive Operating Area (EOA) Regions (Regions A, B, and C) included in the County RFP. Per the terms of the RFP, the County RFP submission period closed on April 3, 2025. The RFP submission period was reopened on April 4, 2025. OCFA resubmitted the same proposals without edits on April 7, 2025. The County RFP closed on April 10, 2025.
7. On August 12, 2025, the Orange County Board of Supervisors voted to award contracts for all five EOA Regions to Falck Mobile Health Corp.
8. Emergency Ambulance learned subsequent to the August 12, 2025, Board of Supervisors meeting of the composition of the RFP evaluation panel for Region A.
9. I became concerned upon learning that the evaluation panel included Ms. Tammi McConnell, someone I have known professionally for a number of years, and about

whom I formed the impression that she may hold a negative, contentious view of the fire service generally, and specifically within Orange County itself.


10. Additionally, as I remember it she expressed skepticism regarding public-private partnerships between ambulance companies and fire departments.
11. In my roles as the former Chief Operating Officer of Emergency Ambulance and as President of the SCAA, I have had occasion to talk with Ms. McConnell on a number of occasions, including on the telephone and during in-person exchanges at the Emergency Medical Services Administrators' Association of California ("EMSAAAC") conferences held in Coronado on May 29–30, 2024, and May 28–29, 2025, and also following Wednesday, January 10, 2024, when I participated in a stakeholder planning session held as part of the Orange County Regional Ambulance Service Study.
12. My recollection is that my business interactions with Ms. McConnell have been professional, and that some were friendly and informal because I considered her to be a friendly colleague.
13. That said, based on her comments in at least one of these exchanges, it was my impression that she conveyed skepticism toward public-private partnership arrangements such as the one proposed in the OCFA-Emergency Ambulance response to the County RFP. My recollection is that she said words to the effect of, "why would you partner with a fire department?" or otherwise conveyed in general terms that "partnering with a fire department is not advisable."
14. While these are not direct quotes because I cannot recall the precise words she used, they accurately reflect my recollection of the views I believe she conveyed to me on this topic.
15. The Orange County Regional Ambulance Service Study referenced above included representatives of the OCFA, OCFA's contractor Citygate Associates, Tammi McConnell, on behalf of the Orange County Health Care Agency, representatives from Emergency Ambulance, Premier Ambulance, Lynch EMS, AmbuServe Ambulance, Falck Ambulance, and myself in my capacity as President of SCAA. As I recall it, the purpose of the meeting was to gather input from private providers and other stakeholders. Topics included evaluating the County's existing ambulance system within the OCFA jurisdiction from a regional perspective, identifying operational improvements in the

current contracts, and outlining options to consider for next-generation ambulance service.

16. I believe my impression of Ms. McConnell's views may have come after this meeting and they stayed with me and contributed to trepidation I had about Emergency Ambulance proposing to enter into a public-private partnership, given her prominent decision-making role as the Orange County Health Care Agency ("OCHCA") Director of Emergency Medical Services.
17. At various times, I also shared my impressions about this issue with colleagues, including Paul Scarborough, Emergency Ambulance's President & CEO, Bill Weston, Vice President of Operations, and former owner Philip Davis. The impressions I had from my conversations with Ms. McConnell led to that trepidation, which I conveyed to them prior to and during the RFP process, and each of them could independently confirm from their own recollections that I raised those concerns with them.
18. These factors contributed to my concerns about the fairness and outcome of the RFP process.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing facts are true and correct, and if called upon to do so, I could and would competently testify thereto.

Executed this 29<sup>TH</sup> day of August 2025, in Brea, California.



CHARLES A. DRUTEN, JR.



## DECLARATION OF WILLIAM WESTON

I Bill Weston, declare as follows:

1. I am over the age of 18. I have personal knowledge of the following except as to those things that are stated on information and belief, and as to those items, I am informed and believe that they are true.
2. I am currently employed by Emergency Ambulance Service, Inc. ("Emergency Ambulance") as Vice President of Operations. I have held this position since 2022.
3. Prior to joining Emergency Ambulance, I was employed by Falck Ambulance Services, Inc. ("Falck") which was formerly known as Care Ambulance Service as Director of Operations for 28 years and am familiar with Falck's Orange County operations and many of its staff.
4. In my current role with Emergency Ambulance, I was actively engaged in the preparation of the proposal submitted by the Orange County Fire Authority ("OCFA") in response to Orange County Health Care Agency Request for Proposal No.: 042-2624304-BD for 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services ("County RFP"), which was released on March 3, 2025, wherein Emergency Ambulance was included in the OCFA RFP response as an OCFA subcontractor.
5. On April 3, 2025, OCFA submitted a proposal for three of the five Exclusive Operating Area ("EOA") Regions (Regions A, B, and C) included in the County RFP. The County RFP closed on April 3, 2025.
6. The RFP was reopened on April 4, 2025. OCFA resubmitted the same proposals without edits on April 7, 2025. The RFP closed again on April 10, 2025.
7. On August 12, 2025, the Orange County Board of Supervisors voted to award contracts for all five EOA Regions to Falck Mobile Health Corp.
8. In coordination with the OCFA, Emergency Ambulance stands "willing, available, and capable to perform the services required by the RFP," subject to final approval of contract terms by the OCFA Board of Directors.
9. The OCFA-Emergency Ambulance Proposals affirmed that OCFA has the administrative and support resources, trained personnel, facilities and equipment in place to successfully implement BLS ambulance transportation services by the start date of September 1, 2025.

10. Significant investments were made by OCFA and Emergency Ambulance to be ready to commence services on September 1, 2025.
11. Emergency Ambulance procured 36 new ambulances in preparation for the potential award of contract(s) for Regions A, B, and/or C.
12. OCFA and Emergency Ambulance both committed significant manhours in multiple sections of each organization developing a plan to ensure service readiness by September 1, 2025.
13. Because Emergency Ambulance is the incumbent service provider in Region A, with vehicles and facilities in place, the provision of continued services by OCFA in coordination with Emergency Ambulance would have been particularly straightforward and seamless if the County had awarded the Region A contract to the OCFA.
14. While we continue to wait for responses to various requests for public records submitted by Emergency Ambulance and the OCFA, those that have been released to date by the County of Orange related to the County RFP reveal numerous serious irregularities with the way the County RFP was administered that, if not rectified, will severely and unfairly harm both OCFA and Emergency Ambulance.

#### **RFP Pages Limits**

15. These irregularities include, but are not limited to, scoring documents submitted by Falck in excess of the allowable page limit specified in the RFP. I have reviewed the Falck proposal submitted to the County RFP for Exclusive Operating Area (“EOA”) Region A and note that it includes approximately 488 pages, exceeding the 200-page limit specified on page 65 of 76 of the County RFP by 288 pages.
16. In addition to the page limit requirements specified in the County RFP itself, the County Purchasing Department provided a statement on March 14, 2025, at 10:43 AM confirming the 200-page limit and stating that if information included in attachments pertains to proposal response questions and RFP Responders want this information considered in the scoring, the information needs to be included in the proposal, “which is subject to the 200-page limit.”
17. Based on this requirement, the initial version of the OCFA-Emergency Ambulance proposal was significantly scaled back to ensure compliance with this page limit despite

the fact that the pages removed from the initial draft would have enhanced the OCFA-Emergency Ambulance proposal had they been included in the proposal and counted toward scoring.

18. Items scored as part of Falck's proposal despite being included as attachments and in excess of the page limit established by the County include:

a. EOA Region A – Section V. Proposal, C. Clinical and Personnel

- i. 2.Organizational Chart – This RFP question requires the RFP responder to provide an organizational chart that describes the overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs and sections. Falck only submitted one chart that described the Orange County division, without addressing the other organizations divisions, programs and sections. As attachments, Falck submitted an additional 10 pages of charts.
- ii. 6. Table of Contents for Employee Handbook - The question requires the RFP responder to provide the Table of Contents for their employee handbook. Falck submitted nothing in their proposal and only referenced Attachment 19 in their attachment section, which included seven additional pages.
- iii. 13 – Field Supervisor Job Description – The question requires the RFP responder to submit job description of their field supervisor. Nothing was submitted in the proposal and only referenced Attachment 9 in the attachment section, which included four additional pages.
- iv. 16 c. List of Current Certified Staff's Experience – The question requires the RFP responder to submit a list of organizations and certified staff experience. Nothing was submitted in the proposal as it only referenced Attachment 25 in the attachment section, which included 30 additional pages.
- v. 17 – EMT Job Description and 13 – Field Supervisor Job Description. These questions require the RFP responder to submit job descriptions for EMTs and Field Supervisors. Again, nothing was submitted in the

proposal and only referenced Attachment 9 in the attachment section which included 5 additional pages as attachments.

- vi. 24 – Job Descriptions – The question requires the Respondent to submit job descriptions for all management, administrative and support staff for the program. Nothing was submitted in the proposal and only mentioned as Attachment 9 in the attachment section. For this section, Falck submitted 125 pages as attachments—well over half of the total allowed page count for the entire proposal.
- vii. 25 – Staff Resumes - The question requires resumes for all management, administrative and support staff currently employed. Again, nothing was submitted in Falck’s proposal other than a reference to Attachment 11. Here, Falck submitted a total of 109 pages of resumes. So just counting these two sections (job descriptions and staff resumes), Falck was already 34 pages over the maximum proposal page count limit established by the County RFP.
- viii. As provided by County RFP Table 13 (Page 60 of 76), the “Clinical & Personnel” evaluation category accounts for 20% of the total available RFP points, and in this category, Falck included, and was scored on approximately 165 pages in attachments that were over the RFP designated page limit. While this example focuses on EOA A, based on my review of materials provided by the County in response to a public records request, I believe that similar excessive documents and attachments far exceeding the mandated page limit were submitted by Falck for the other EOAs and factored into the scores awarded to Falck by the Evaluation Panel. This was both unfair to OCFA and Emergency Ambulance, and in violation of both the RFP and the explicit pre-bid instructions provided by the County Procurement Department.

b. Section E. EMS System and Community Commitment

2. List of Drills, exercises and training programs in past year. The question requires RFP responders to submit a list of disaster drills, exercises and



training programs. Based on the documents I reviewed that were provided by the County, Falck submitted nothing in its proposal on this point, instead, only referencing Attachment 39 in the attachment section which included seven additional pages as attachments.

19. I don't fault Falck for seeking to include all of this additional information in its proposal, as we too faced serious challenges in fully responding to the questions in the RFP within the County-established page limits. However, I do fault the Evaluation Panel for failing to enforce the firm page limit that had been established and reiterated by the County, thereby improperly favoring Falck by scoring the materials it submitted so substantially in excess of the page limit and placing OCFA and Emergency Ambulance at an unfair competitive disadvantage for complying with the page limit requirements.
20. Reserved.
21. Reserved.
22. Reserved.
23. Reserved.

### **Evaluation Panel Composition and Size**

24. Despite my requests, the Orange County Health Care Agency staff failed to timely disclose the composition of the Evaluation Panel.
25. With Public Records Act Request No. 25-4726, submitted on August 12, 2025, I requested the *"Names of each grading panel member/evaluator and assigned evaluator number for the "Request for Proposal" for 9-1-1 Basic Life Support Emergency Ambulance Response, Transportation and Related Services for each EOA, including EOAs A, B, C, D, and E."*
26. On August 15, 2025, the Orange County Health Care Agency ("HCA") issued a written response advising that the responsive record would be withheld. That determination was made pursuant to California Government Code section 7922.000, on the basis that the public interest in withholding the records outweighed the public interest in disclosure. Specifically, HCA cited the need to promote "rater candor", independent judgment, and integrity in the evaluation process.

27. However, these records were eventually provided on August 20, 2025, based on “additional consultation with County Counsel.”
28. While County RFP section III.G. expressly states that a five-member panel will be established to score the RFP responses, what I learned when the records were finally released was that the panel actually included seven members. No explanation has been provided as to why two additional OC EMS employees were added to the Evaluation Panel.
29. The Evaluation Panel was composed of the following individuals. The comments about each member are based on my personal knowledge, except for the references to the scores each panelist assigned, which is based on my review the panelists’ scores as reported by the County:
- a. Kevin Chao, a former employee of OC EMS who I know spent more than 12 years as an employee of Care/Falck and is a close friend of fellow Evaluation Panel Member Adrian Rodriguez.
  - b. Patrick Dibb, a former city Fire Chief in the City of Orange, and a current EMS educator at Santa Ana College, was the only panel member not a current or former OCEMS employee. He also scored the OCFA-Emergency Ambulance proposal substantially higher than the Falck proposal.
  - c. Tammi McConnell, the former OC EMS Director with longstanding bias against fire agencies and public-private ambulance services partnerships. Her scores show the widest variation between Falck and OCFA, with Falck receiving a substantially higher score.
  - d. Laurent Repass is a current OC EMS Agency employee and another close friend of Adrian Rodriguez. Mr. Repass was responsible for recruiting Mr. Rodriguez to OC EMS and similarly scored Falck’s proposal substantially higher than OCFA.
  - e. Adrian Rodriguez is a current OC EMS Agency employee and former 12-year employee of Care/Falck. He similarly scored Falck substantially higher than OCFA.
  - f. Genise Silva is a current mid-level OC EMS Agency employee.
  - g. Sam Stratton is a former OC EMS Medical Director and a current OC EMS volunteer.

30. As the above list shows, with only one exception, every member of the Evaluation panel was a current or former OC EMS employee, and Messrs. Chao and Rodriguez also previously worked for Falck.
31. The only person on the Evaluation Panel who was never an employee of OC EMS (Patrick Dibb) scored OCFA substantially higher than Falck.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing facts are true and correct, and if called upon to do so, I could and would competently testify thereto.

Executed this 29<sup>th</sup> day of August 2025, in Brea, California.

A handwritten signature in blue ink, appearing to read 'William Weston', is written over a horizontal line.

WILLIAM WESTON