



Tracy Rural County Fire Protection District

Board of Directors

Jeff Ramsey
Craig Miller
Matt Kopinski
Pete Reece
John Vieira

Clerk of the Board

Raychel Jackson

Board of Directors – Regular Meeting Agenda Tuesday, July 8, 2025 at 4:00 PM PST

Join Zoom Meeting

<https://us06web.zoom.us/j/81430280608?pwd=cxzGsLHAIBBJ1wKwfskOtwmlBkVhsm.1>

Call In Number: [1 \(669\) 900 6833](tel:16699006833)

Meeting ID: 814 3028 0608

Passcode: 775698

**Location: 835 N. Central Avenue
Tracy, CA 95376
2nd Floor**

1. Roll Call and Pledge of Allegiance

2. Public Comment

Please, give your name, entity (if any), and address as well as what agenda item you wish to speak about to the Clerk of the Board so that your comments may be heard at the appropriate time. Comments must be limited to 3 minutes.

3. Consent Calendar

- 3.1 Adoption of the July 8, 2025 Agenda
- 3.2 Approval of the June 10, 2025 Minutes
- 3.3 Approval of July Warrant List
- 3.4 June Monthly Check Register

4. Regular Agenda

- 4.1 Discussion with Pombo Real Estate Regarding Action Plan for Acquisition of Land for Future Fire Station 98
- 4.2 Receive Information on CEN-CAL's Proposal for EMS Services
- 4.3 Review and Discussion of Payment to Foster & Foster, Actuaries and Consultants, for Updated CalPERS Actuarial Analysis
- 4.4 Discussion Regarding Utilization of \$207,481 Grant Awarded by the San Joaquin Valley Air Pollution Control District
- 4.5 Discussion and Direction on Use of End-of-Year JPA Funds to Facilitate a Change Order for the Regional Fire Training Facility

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Mailing address: PO Box 731, Tracy, CA 95378

(209) 834-7269

www.tracyruralfire.org

4.6 Receive Report on TRFD Station Maintenance

5. Committee Reports

5.1 JPA Representative Report

6. Informational Update

6.1 Fire Chief's Update

6.2 Replacement of SSJCFA Radio System

6.3 Nexus Study Update

7. Public Comment

For any items not on the agenda.

8. Board Member Comment

For any items not on the agenda and requests for future agenda items. No action will be taken on any questions or matters raised by the Board at this time.

9. Adjournment until Next Regular Session – August 12, 2025

Compliance with the Americans with Disabilities Act (US Code Title 42) – Assistance for Those with Disabilities: If you have a disability and need accommodation to participate in the meeting, please contact the Administration Office (209-834-7269) or email (raychel.jackson@tracyruralfire.org) at least 72 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.



Tracy Rural County Fire Protection District

Board of Directors – Regular Meeting Minutes Tuesday, June 10, 2025 4:00 PM

1. Roll Call and Pledge of Allegiance

Chairman Ramsey called the meeting to order at 4:02 pm. All Directors present.

2. Public Comment

No Public Comment.

3. Consent Calendar

3.1 Adoption of the June 10, 2025, Agenda

3.2 Approval of the May 13, 2025, Minutes

3.3 Approval of June Warrant List

3.4 May Monthly Check Register

- Motion was made by Director Reece seconded by Vice Chair Miller to accept Consent Calendar. Motion passed.

4. Regular Agenda

4.1 Review and Approve TRFD Financial Audit for FY2023-2024, ending June 30, 2024

- Motion was made by Director Vieira seconded by Director Kopinski for the Approval of the TRFD Financial Audit for FY2023-2024, ending June 30, 2024. Motion passed.

4.2 Review, Discuss and Approve TRFD Preliminary Budget for FY25-26

- Motion was made by Vice Chair Miller seconded by Director Kopinski for the Approval of the TRFD Preliminary Budget for FY25-26 with the Amendment to add a Major Apparatus Repair line item with initial funding of \$10,000.00. Motion passed.

4.4 Review and Approve Resolution 2025 – 03 Proposition 4 – Government Spending Limit Calculation for Fiscal Year 2025-2026

- Motion was made by Director Reece seconded by Director Kopinski to accept Resolution 2025-03 Proposition 4 – Government Spending Limit Calculation for Fiscal Year 2025-2026. Motion passed.

4.5 Receive Updated Information Regarding Station Maintenance Issues

- No Action Taken.

5. Committee Reports

5.1 JPA Representative Report

- Chairman Ramsey provided a report from the May 15, 2025, JPA Regular Board Meeting – adopted a resolution authorizing the reintroduction of “Tracy Fire” as a public-facing identifier; adopted a resolution amending the agreement for general counsel services and adopted the preliminary budget for FY25-26. A CenCal Meeting was held on June 9, 2025.

6. Informational Update

6.1 Fire Chief’s Update

- Deputy Chief Frederick provided the monthly report based on the Fire Chief Update dated June 9, 2025, that was provided to the Board of Directors and staff at the meeting.

6.2 Replacement of SSJCFA Radio System

- Deputy Chief Frederick provided a verbal report on the radio system replacement.

6.3 Nexus Study Update

- Deputy Chief Frederick provided a verbal report on the nexus study update.

7. Public Comment

No Public Comment.

8. Board Member Comment

Director Miller mentioned that City of Tracy had a finance committee meeting.

9. Meeting Adjournment at 5:30 pm.

Raychel Jackson

Raychel Jackson, Clerk of the Board

June 12, 2025

GENERAL OPERATING FUND	AMOUNT	ACCOUNT	VENDOR #
PETE REECE 30421 KOSTER ROAD TRACY, CA 95304	\$ 325.78	6226010900	. 0000010849
MATT KOPINSKI 33969 S. KOSTER ROAD TRACY, CA 95304	\$ -	6226010900	. 0000101809
CRAIG MILLER 5336 W. DURHAM FERRY ROAD Tracy, CA 95304	\$ 325.78	6226010900	. 0000105820
JEFF RAMSEY 27722 S. BIRD ROAD TRACY, CA 95304	\$ -	6226010900	0000098549
JOHN VIEIRA 19700 SOUTH LAMMERS ROAD TRACY, CA 95304	\$ 162.89	6226010900	. 0000010852
South County Fire Authority 835 N. Central Ave Tracy, CA 95376	\$ 3,993,524.88	6221005110	. 0000094467
TOTAL FOR GENERAL OPERATING FUND	\$ 3,994,339.33		

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT -- 49591 -- July 8, 2025

CAO RESERVE FUND 49591	AMOUNT	ACCOUNT	VENDOR #
Community First National Bank 215 Seth Child Rd. Manhattan, KS 66502		6331000100.00 6331000100.00	. 0000102922 . 0000102922
<i>Total</i>			
Tracy Rural Fire Protection District P.O. Box 731 Tracy, CA 95378		6221017700	. 0000072682
TOTAL CAO FUND 49591	\$0.00		

SIGNATURES OF BOARD MEMBERS

PETE REECE, DIRECTOR

JOHN VIEIRA, DIRECTOR

MATT KOPINSKI, DIRECTOR

JEFF RAMSEY, CHAIR

CRAIG MILLER, VICE CHAIR

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT -- Tri Counties Bank - July 8, 2025

GENERAL OPERATING FUND	AMOUNT	ACCOUNT	DIRECT DEPOSIT
JEFF RAMSEY 27722 S. Bird Road TRACY, CA 95304	\$ 488.67	Tri Counties Bank - Operating	Yes
MATT KOPINSKI 33969 S. KOSTER ROAD TRACY, CA 95304	\$ 651.56	Tri Counties Bank - Operating	Yes
TOTAL FOR GENERAL OPERATING FUND	\$ 1,140.23		

Balance Sheet
Tracy Rural Fire Protection District
As of June 30, 2025

Distribution account	Total
<hr/>	
Assets	
Current Assets	
Bank Accounts	
Bank of Stockton-Capital Outlay	
Bank of Stockton-Operating	
Bank of Stockton-Retirement	
CA CLASS - Capital	1,170,916.43
CA Class - FFF	521,630.17
CA Class - Reserves	1,120,601.31
Fund 49501 - Operations	4,934,036.92
Fund 49512 - Retirement Buyout	
Fund 49515 - Fire Facility Fees	71,163.81
Fund 49519 - Emergency Reserve	1,122,801.00
Fund 49554 - Fire Health Res	
Fund 49581 - Smoothing Reserve	
Fund 49591 - Capital Outlay Res	5,286.00
Petty Cash	
Tri Counties Bank - Capital Improvement	716,760.43
Tri Counties Bank - Operating	431,527.10
Tri Counties Bank - Retirement Leave	174,420.16
Total for Bank Accounts	<hr/> \$10,269,143.33

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT

Cleared Transactions Credit Card

June 2025

TRANSACTION TYPE	DATE	VENDOR	MEMO/DESCRIPTION	SPLIT	AMOUNT
TCB Credit Card					
Credit Card Expense	06/01/2025	ProTech		Utilities:Station 5	70.00
Credit Card Expense	06/04/2025	Amazon	airfilters	Building Maintenance Fund:Station 4	66.92
Credit Card Expense	06/06/2025	Pacific Gas & Electric		Utilities:Station 3	2,025.82
Credit Card Expense	06/06/2025	Pacific Gas & Electric		Utilities:Station 4	1,127.12
Credit Card Expense	06/06/2025	Zoom	annual renewal	Office Expense:Software/Hardware	159.90
Credit Card Expense	06/06/2025	USPS	post office box 6 months	Office Expense:Miscellaneous	180.00
Credit Card Expense	06/06/2025	Pacific Gas & Electric		Utilities:Station 5	1,201.35
Credit Card Expense	06/06/2025	Zoom		Office Expense:Software/Hardware	10.00
Credit Card Expense	06/16/2025		2025 Annual Conference	Membership/Association Dues:Seminars	890.00
Credit Card Expense	06/16/2025	FDAC	FDAC Annual Dues	Membership/Association Dues	250.00
Credit Card Expense	06/16/2025	Staples	office supplies	Office Expense:Supplies	1,102.36
Credit Card Expense	06/23/2025	AT&T		Office Expense:Phone	443.52
Credit Card Expense	06/24/2025	Streamline	Website renewal	Office Expense:Miscellaneous	6,660.00
Credit Card Expense	06/25/2025	Coy Parking	parking	Miscellaneous	2.00
Check	06/25/2025	Tri Counties Bank Credit Card		Tri Counties Bank - Operating	-6,160.47
Credit Card Expense	06/25/2025	Palisades Hotel	GM Summit Hotel	Miscellaneous:Travel	605.31
Credit Card Expense	06/30/2025		2025 Board Sec Conference	Membership/Association Dues:Seminars	825.00
Total for TCB Credit Card					\$9,458.83

TRACY RURAL COUNTY FIRE PROTECTION DISTRICT

Cleared Transactions for TRFD

June 2025

TRANSACTION TYPE	DATE	VENDOR	MEMO/DESCRIPTION	SPLIT	AMOUNT
CA CLASS - Capital					
Deposit	06/30/2025		Interest Earned	CA CLASS - Capital Investment:Interest	4,167.38
Total for CA CLASS - Capital					\$4,167.38
CA Class - FFF					
Deposit	06/30/2025		Interest Earned	CA Class - FFF Investment:CA Class - FFF Interest	1,856.52
Total for CA Class - FFF					\$1,856.52
CA Class - Reserves					
Deposit	06/30/2025		Interest Earned	CA Class - Reserves Investment:CA Class - Reserves Interest	3,988.30
Total for CA Class - Reserves					\$3,988.30
Fund 49501 - Operations					
Check	06/10/2025	Pete Reece		Directors Fees:Reece, Pete	-325.78
Check	06/10/2025	Craig Miller		Directors Fees:Craig Miller	-325.78
Check	06/10/2025	John Vieira		Directors Fees:Vieira, John	-162.89
Total for Fund 49501 - Operations					\$ -814.45
Tri Counties Bank - Capital Improvement					
Check	06/10/2025	NC Solar Construction Inc.	Inv 2089 - final payment	Building Maintenance Fund:Station 3:Solar Project	-27,664.00
Deposit	06/27/2025		transfer from SJC to fund Apparatis	TCB Capital	200,000.00
Deposit	06/30/2025		Interest Earned	TCB Capital:Interest	23.29
Total for Tri Counties Bank - Capital Improvement					\$172,359.29
Tri Counties Bank - Operating					
Check	06/02/2025	Special District Financial Services, LLC	May Invoice	Business Office Services	-5,064.61
Check	06/10/2025	Matthew Kopinski		Directors Fees:Kopinski, Matt	-651.56
Check	06/10/2025	Jeff Ramsey		Directors Fees:Jeff Ramsey	-651.56
Check	06/13/2025	EcoWater Systems		Utilities:Station 3	-35.00
Check	06/13/2025	City of Tracy	Inv 71977948	Utilities:Station 5	-402.20
Check	06/13/2025	Berreth Law Group	Inv 01664	Legal Services:General	-792.00
Check	06/13/2025	Delta Disposal Service	Inv 30224391	Utilities:Station 4	-346.44
Check	06/13/2025	City of Tracy	Inv 71980174	Utilities:Station 4	-292.77
Check	06/25/2025	Tri Counties Bank Credit Card		TCB Credit Card	-6,160.47
Check	06/26/2025	JRC Custom Home Remodeling	Inv 1074 - shed roof repair	Building Maintenance Fund:Station 3	-288.71
Check	06/30/2025	NELCO ELECTRICAL SUPPLY	standby generator temp	Building Maintenance Fund:Station 4	-4,786.03
Deposit	06/30/2025		Interest Earned	TCB Operating:Interest	18.22
Check	06/30/2025		Service Charge	Service Charge	-166.76
Total for Tri Counties Bank - Operating					\$ -19,619.89
Tri Counties Bank - Retirement Leave					
Deposit	06/30/2025		Transfer to fund account	TCB Retirement Leave	150,000.00
Deposit	06/30/2025		Interest Earned	TCB Retirement Leave:Interest	1.21
Total for Tri Counties Bank - Retirement Leave					\$150,001.21



Tracy Rural County Fire Protection District

Agenda Item 4.1

STAFF REPORT

Meeting: Regular Meeting
Date: July 8, 2025
To: Board of Directors
Prepared by: Raychel Jackson, District Clerk
Approved by: Jeff Ramsey, Chairperson

Re: Discussion with Pombo Real Estate Regarding an Action Plan for Acquisition of Land for Future Fire Station 98

RECOMMENDATION

☒ **Action Item** ☐ Non-Action Item

It is recommended that the District Board review the action plan with Pombo Real Estate and discuss the potential acquisition of land for the future Fire Station 98 and provide staff with further instructions and to authorize staff to execute contract, if necessary.

BACKGROUND

The District has identified the need for a new fire station (Station 98) to meet growing service demands, particularly in the expanding rural and fringe areas within the District's jurisdiction. A strategic location is essential to maintaining and improving response times and ensuring adequate coverage for current and future development.

Staff has been evaluating suitable properties and has engaged in preliminary discussions with Pombo Real Estate regarding a parcel that meets several critical operational needs.

DISCUSSION

The property under consideration, on Valpico Road between Lammers and Corral Hollow, is favorably located with access to major transportation corridors and within proximity to developing residential and commercial zones.

FISCAL IMPACTS

There is no immediate fiscal impact associated with this discussion. Future financial implications related to land acquisition and site development will be presented to the Board as part of the formal agreement process.

ATTACHMENTS

1. Pombo Real Estate Action Plan

Pombo Real Estate Action Plan: Site Acquisition for Tracy Rural Fire Department Station

Prepared For: Tracy Rural Fire District Board of Directors

Prepared By: Natalie & Robert Pombo – Pombo Real Estate

Date: 07/03/2025

1. Executive Summary

This plan outlines a proactive, multi-pronged strategy to identify, approach, and secure a suitable unlisted vacant lot for the new Tracy Rural Fire Station. The objective is to find a property that not only meets the specific operational and logistical needs of a modern fire service but also represents a fiscally responsible investment for the community. Our approach moves beyond traditional listed properties, focusing on direct outreach to landowners of ideal parcels to create a "win-win" opportunity for both the seller and the Fire District.

2. Phase I: Discovery & Requirements Definition

The foundation of a successful search is a deep understanding of the client's needs. We will begin with a comprehensive kick-off meeting with the Fire Chief, District Board, and any other key stakeholders.

Key Discovery Questions & Criteria to Establish:

- **A. Geographic & Location Criteria:**
 - **Primary Search Zone:** Define the ideal geographic boundaries based on call volume, population density, and target response times (e.g., a 5-minute response radius).
 - **Road Access:** Requirement for frontage on a major arterial or collector road. Discuss the need for multiple ingress/egress points for apparatus safety.
 - **Proximity:** Ideal distance from schools, major intersections, and other critical infrastructure.
- **B. Site-Specific Criteria:**
 - **Acreage:** Determine the minimum and ideal lot size (e.g., 2-5 acres) to accommodate the station footprint, apparatus bays, administrative offices, parking (staff & public), training area, and potential future expansion.
 - **Topography:** A level or gently sloping lot is ideal to minimize site preparation costs. We will actively avoid steep grades and known floodplains.
 - **Lot Shape:** A rectangular or square lot is generally most efficient for site planning.

- **C. Technical & Legal Criteria:**

- **Zoning:** Identify acceptable zoning classifications (e.g., Public/Institutional, Commercial, Agricultural) and understand the process, timeline, and likelihood of securing a conditional use permit or rezoning if necessary.
- **Utilities:** Confirm requirements for water (including flow rates for hydrants), sewer/septic, 3-phase power, natural gas, and high-speed data.
- **Budget:** Establish a clear "not-to-exceed" budget for land acquisition.
- **Timeline:** Define the ideal timeline for acquisition, due diligence, and closing.

3. Phase II: Proactive Research & Target Identification

This phase focuses on building a proprietary list of potential off-market properties that meet the criteria defined in Phase I.

- **A. Data-Driven Mapping & Analysis:**

- **GIS & County Records:** Utilize Geographic Information System (GIS) mapping software layered with county tax assessor data. We will filter parcels within the Primary Search Zone by:
 - Land Use Code (e.g., "Vacant Land")
 - Acreage
 - Current Zoning
 - Lack of existing structures
- **Ownership Analysis:** Identify properties owned by individuals (especially long-term or out-of-state owners), trusts, or corporations who may be more receptive to an unsolicited offer.

- **B. "Driving for Dirt" & Physical Canvassing:**

- Systematically drive every road within the Primary Search Zone to visually identify and verify potential lots.
- Look for signs of underutilization: overgrown lots, old "For Sale by Owner" signs, etc.
- Note parcel numbers and take photos for the project database.

- **C. Networking & Local Intelligence:**

- Leverage professional networks to gather intelligence. This includes speaking with:
 - City/County Planners and Economic Development Staff
 - Commercial Real Estate Brokers specializing in land
 - Civil Engineers, Surveyors, and Developers
 - Local Title Company Representatives

4. Phase III: Strategic Owner Outreach Campaign

With a curated list of target properties, we will initiate a professional and respectful outreach campaign. The messaging will emphasize the civic benefit of the project.

- **A. Develop Outreach Materials:**
 - **Introduction Letter:** A high-quality, personalized letter printed on professional letterhead. It will:
 - Introduce myself as the official representative for the Fire District.
 - Explain the purpose of the search (a new station to better serve the community).
 - State that their property has been identified as potentially suitable.
 - Propose a no-obligation conversation to gauge their interest.
 - **Crucially, it will NOT mention a price.** This is a soft inquiry to open a dialogue.
- **B. Multi-Touch Outreach Strategy:**
 - **Step 1: Initial Mailing:** Send the introduction letter to all identified property owners.
 - **Step 2: Follow-Up Phone Call:** 7-10 days after mailing, place a follow-up call to non-responsive owners to ensure they received the letter and answer any initial questions.
 - **Step 3: Email/Secondary Contact:** For interested parties, follow up with email correspondence to maintain communication.
- **C. Tracking & Management:**
 - All properties, contacts, and communications will be meticulously tracked in a shared CRM or spreadsheet for the Board's review. Statuses will include: "Contacted," "Interested," "Not Interested," "Needs Follow-Up," etc.

5. Phase IV: Evaluation, Negotiation & Due Diligence (Ongoing)

Once an owner expresses interest, we will move into a formal evaluation and acquisition process.

- **A. Initial Site Evaluation:**
 - Conduct an on-site visit with the Fire Chief/Board members to assess suitability firsthand.
 - Perform a preliminary "desktop" due diligence check on zoning, utilities, and potential encumbrances.

- **B. Letter of Intent (LOI) & Negotiation:**
 - If the site is a strong candidate, we will prepare a non-binding LOI to outline key terms (price, due diligence period, contingencies, closing date).
 - Negotiate purchase terms that protect the Fire District's interests and align with the approved budget.
- **C. Formal Due Diligence Period (Critical Path):**
 - Upon execution of a Purchase and Sale Agreement, we will manage a comprehensive due diligence process, coordinating with trusted third-party professionals. This is non-negotiable for a public entity.
 - **1. Title Search:** Ensure clear and marketable title.
 - **2. ALTA Survey:** A detailed survey showing boundaries, easements, and encroachments.
 - **3. Phase I Environmental Site Assessment (ESA):** To identify any potential contamination.
 - **4. Geotechnical/Soils Report:** To confirm soil stability for construction.
 - **5. Utility "Will-Serve" Letters:** Obtain written confirmation from all utility providers of service availability and any associated costs.
 - **6. Zoning & Permitting Confirmation:** Secure written verification from the planning department regarding permitted use and the process for site plan approval.
 - **7. Appraisal:** Obtain an independent appraisal to validate the purchase price.

6. Next Steps

1. **Formalize Agreement:** Sign a representation agreement between the Tracy Rural Fire District and Pombo Real Estate.
2. **Schedule Phase I Kick-Off Meeting:** Set a date and time for the Requirements Definition meeting.
3. **Begin Research:** Commence the data aggregation and targeting process immediately following the kick-off meeting.

This proactive and systematic plan significantly increases the probability of finding the perfect site while minimizing risks and ensuring a transparent, well-documented process for the Fire District Board and the community it serves.



Tracy Rural County Fire Protection District

Agenda Item 4.2

STAFF REPORT

Meeting: Regular Meeting
Date: July 8, 2025
To: Board of Directors
Prepared by: Randall Bradley, Fire Chief
Approved by: Jeff Ramsey, Chairperson

Re: Overview of San Joaquin County EMS Agency RFP No. 24-32 –
Emergency Ambulance Services

RECOMMENDATION

☐ Action Item ☒ Non-Action Item

Receive and file this report.

BACKGROUND

On May 27, 2025, the San Joaquin County Emergency Medical Services (EMS) Agency released Request for Proposals (RFP) No. 24-32 to solicit qualified providers for emergency ambulance services within two exclusive operating areas (EOAs), designated as Zone X and Zone Y. Zone X includes Stockton, Lodi, and surrounding unincorporated areas. Zone Y includes Tracy, Mountain House, and adjacent unincorporated communities.

DISCUSSION

The RFP outlines a comprehensive scope of work including 911 ALS/BLS response, interfacility transports, dispatch operations (Zone X), event standby coverage, clinical quality oversight, and coordination with fire agencies. The contract will be awarded for a 5-year term with an optional 5-year extension. Performance standards, financial securities, and integration with local dispatch systems are key components of the proposal criteria.

A PowerPoint presentation summarizing the RFP details and implications for Tracy Rural District was developed and is included as an attachment to this report for board review.

FISCAL IMPACTS

There is no direct fiscal impact associated with the issuance of the RFP.

ATTACHMENTS

1. RFP No. 24-32 – Exclusive Operating Areas for Emergency Ambulance Services
2. RFP Overview PowerPoint Presentation – Overview for Tracy Rural Fire District

REQUEST FOR PROPOSALS SAN JOAQUIN COUNTY

EXCLUSIVE OPERATING AREA PROVIDERS FOR EMERGENCY AMBULANCE SERVICE





**SAN JOAQUIN COUNTY
PURCHASING AND SUPPORT SERVICES DEPARTMENT**

**REQUEST FOR PROPOSAL (RFP)
NUMBER 24-32**

**EXCLUSIVE OPERATOR(S)
FOR EMERGENCY AMBULANCE SERVICE
FOR SAN JOAQUIN COUNTY**

**Issue Date: 5/27/25
Due Date: 8/26/25**

****[NON] MANDATORY PRE-PROPOSAL CONFERENCE****

There will be **ONLY ONE** pre-proposal conference on

Date: June 17, 2025

Time: 9:00 am to 12:00 pm

**Location: Agricultural Center 2101 E. Earhart Avenue
Stockton, CA 95206**

The governing version of this RFP document and related addenda are located at <https://www.sjgov.org/departments/pss/bids/openbids>. It is the Bidder's responsibility to ensure that the entire RFP package, in its latest version, and any addenda are reviewed before submitting a proposal.

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Section 1: Background / General Information

1.1 Overview

The San Joaquin County (County) Purchasing and Support Services Department, on behalf of the San Joaquin County Emergency Medical Services (EMS) Agency, invites proposals from qualified organizations to bid on the emergency ambulance service for two competitively bid exclusive operating areas (EOAs). The EMS Agency is authorized to plan and implement EOAs as provided for under California Health and Safety Code (H&SC), Section 1797.224. The County is in the Central Valley of California; it is one of the 58 counties in the state and covers an area of approximately 1,426 square miles. It is bordered by Sacramento County to the north, Alameda and Contra Costa Counties to the west, Stanislaus County to the south, and Calaveras and Amador counties to the east. The County has a population of 789,410 residents. The County seat is Stockton, which is also the largest city.

The local economy is diverse and includes agriculture, manufacturing, healthcare, education, and services sectors. Agriculture plays a significant role in the County's economy, with crops like almonds, cherries, walnuts, tomatoes, and asparagus. The Port of Stockton, located on the San Joaquin River, is an important regional transportation hub.

California law permits each county to establish a local EMS system and designate a local EMS agency (LEMSA) pursuant to the California Health & Safety Code. California LEMSAs exercise the most direct authority over EMS systems through planning, implementing, and evaluating, including granting exclusive operating contracts with EMS provider organizations.

The County EMS system is a coordinated network of EMS providers and hospitals responsible for ensuring timely and effective care and transport for individuals experiencing medical or traumatic emergencies. It relies on the coordination of well-trained first responders, emergency medical technicians (EMTs), paramedics, ambulance services, medical facilities, and communication centers. The LEMSAs shall ensure medical control of all EMS providers to demonstrate high standards in clinical performance, quality improvement with transparent performance measures and reporting, collaboration between organizations, financial responsibility, innovative strategies and solutions, and a solid regulatory framework to provide comprehensive emergency medical care to the residents of the County.

This RFP invites proposals for all emergency ambulance services within two separate EMS exclusive operating areas (EOAs), one known as Zone X, which includes the cities of Stockton, Lodi, and Lathrop and their unincorporated areas, and the other known as Zone Y, which consists of the cities of Tracy and Mountain House and their unincorporated areas. Both EMS EOA Zones are subject to the performance standards and other specifications herein. Bidders may submit proposals for either Zone X, or Y, or both. Bidders must meet all credentialing and scope of service requirements as listed in this RFP. Each proposal will be scrutinized in these areas before processing the application for full consideration.

The initial Contract period will be five (5) years. The LEMSAs may extend the Contract for one (1) additional five (5) year period based on performance as evaluated and approved by the LEMSAs. Any extension will be to the mutual agreement of the LEMSAs and the EOA provider with the recommendation of the LEMSAs and the approval of the Board of Supervisors. Contract performance and clinical compliance will be monitored by the LEMSAs utilizing multiple evaluation tools including the FirstWatch online compliance utility (OCU) and FirstPass clinical quality improvement reporting systems, review of customer service feedback and complaints, clinical feedback and complaints, required report submission, and others. This is a performance and

clinical-based Contract. Details regarding the Contract, performance standards, and other details of the scope of work requested are described in this RFP. Bidders should note that the County is diverse in population and geography. All residents and visitors deserve access to high-quality patient care. A comprehensive proposal from a Bidder will require orientation and familiarity with the County's unique service requirements.

1.2 Background

Existing EMS System and Services

There are four EMS EOA Zones, which are covered exclusively by 911 emergency ambulance providers (Exhibit 2: EOA Zone Maps). They include Manteca District Ambulance, Escalon Community Ambulance, and Ripon Consolidated Fire District, with the remainder of the County being served by one provider in EMS Zone X. The current EOA ambulance providers are dispatched by a single LEMSA-designated emergency ambulance dispatch center, which the current Zone X emergency ambulance provider operates. Air Ambulance services are currently provided primarily by REACH and are backed up by CALSTAR (i.e., GMR)

The Valley Regional Emergency Communication Center (VRECC), the LEMSA-designated emergency ambulance dispatch center, dispatches all emergency ambulances and 13 fire departments/districts within the county. The Stockton Fire Emergency Dispatch Center dispatches the remaining fire departments/districts, including Stockton, Lodi, Tracy, Manteca, and Lathrop.

There are seven receiving hospitals for ambulance traffic, including one Base hospital and Level II trauma center (San Joaquin General), two designated STEMI Centers (St. Joseph's Medical Center and Dameron/Adventist Dameron Hospital), and all receiving hospitals located within the county are Primary Stroke Center-designated.

General Requirements

California H&SC, Section 1797.224, authorizes LEMSAs to establish EOAs. In addition, the LEMSA may establish certain rules and regulations that are compliant with the Health and Safety Code and applicable laws to govern the operation of emergency ambulance services within the contractual jurisdiction.

Once executed, the Contract may be modified by mutual consent of the EMS Agency and the Contractor. Acceptable modifications may include changes to improve the efficiency of the EMS system, reduce costs, or improve clinical care. This includes but may not be limited to (1) modifying response time standards, response patterns, levels of service, time standards, and geographic subzones within each EOA, which are based upon clinical evidence; (2) implementing innovative services, non-ambulance transport, and treat and refer programs.

Exclusive Operating Areas

This RFP is for 911 emergency ambulance services in two distinct and separate EOA Zones.

- EOA Zone X includes the cities of Stockton, Lodi, and their unincorporated areas, and county-wide emergency ambulance dispatch services.
- EOA Zone Y includes the cities of Tracy and Mountain House and the unincorporated areas.
- This RFP does not cover Manteca, Lathrop, Ripon, and Escalon response areas.

(EOA Zone maps are included in [Exhibit 2](#))

1.3 Term of Operation

Unless initiated earlier by mutual agreement, this Contract shall commence at 0800 on May 1, 2026, and terminate at 11:59 p.m. on May 1, 2031, unless extended or terminated as provided

for herein. The LEMSA shall decide on the renewal of this Contract or any extension thereof. That decision shall be made at least 18 months before the scheduled termination date so that if no extension is approved, a new proposal process can be conducted on a schedule that will identify the new Contractor at least four months before that scheduled termination date.

1.4 Action Dates

To the extent achievable, the following schedule shall govern the proposal's review, evaluation, award, and Contract. The County reserves the right to modify the dates below in accordance with its review process.

RFP Timeline

Event	Date	Days
Bid Document Available	5/27/2025	28
Bidder's Conference	6/17/2025	21
Deadline for Written Questions (by 4:00 p.m.)	6/27/2025	10
Letter of Intent Due (may be scanned and submitted via email)	7/28/2025	31
Proposals Due (by 4:00 p.m.)	8/26/2025	29
Oral Presentations Completed (if needed)	9/19/2025	24
Notice of Intent to Award	9/26/2025	7
Last Day to Appeal	10/24/2025	28
Contract discussions and approval by Counsel	12/3/2025	40
Approval of Contract by County BOS	1/5/2026	33
Implementation	12/1/2026	177

Table 1

The purpose of the extended implementation period is to allow reasonable time for both outgoing and incoming Contractors (if needed) to plan and execute an orderly transition, allow the County and its new Contractor to orient and integrate with EMS system stakeholders, and review the new service contracts, mutual-aid agreements, and other contracts previously serviced by the outgoing Contractor.

A Contract with the highest scoring Bidder(s) is executed only upon final approval by the San Joaquin County Board of Supervisors.

1.5 Questions Regarding RFP

All questions concerning this RFP shall be submitted through the County's Purchasing and Services Department. Deadline for questions or clarifications concerning this RFP is provided above.

While the County intends to enter into contracts for these services, it will not be obligated. The County and LEMSA reserve the right to reject any or all proposals that are not responsive with the requirements of the RFP. Any proposal rejections will be applied uniformly and equitably. The County and LEMSA shall be the sole judges of the successful offers hereunder based on the highest scoring Bidder.

Section 2: Scope of Work

2.1 Scope

This RFP and its provisions, addendums, and exhibits constitute a solicitation for selecting a single ground emergency ambulance service provider for each of the two EOAs described herein. Once determined and contracted, the ongoing operation of such an emergency ambulance service shall be consistent with the provisions of this RFP, including staffing, performance, mutual aid, and Zone Assist to other intercounty EOAs. This RFP includes provisions for all emergency ambulance responses and transports.

All the following requests for emergency ambulance service and transports originating in the two EOAs shall be referred to the holders of the exclusive Contracts, who shall be responsible for all responses and ground transports as follows:

- (1) Made in response to 9-1-1/ PSAP requests and received through the designated emergency ambulance dispatch center
- (2) Made in response to requests for immediate emergency ambulance service transmitted through an authorized 9-1-1/PSAP and received through the designated emergency ambulance dispatch center
- (3) Any request for emergent ALS interfacility transport from an acute care hospital facility
- (4) All "Special Standby Events" and "Emergency Standby Events" requiring the presence of an emergency ambulance
- (5) Any request for emergency ambulance service received via 7-digit phone number shall be transmitted through the authorized 9-1-1/PSAP and received through the designated emergency ambulance dispatch center.

LEMSA Functional Responsibilities:

The County seeks to ensure that reliable, high quality prehospital emergency medical care and transport services are provided on an uninterrupted basis. To accomplish this purpose, the County shall:

- A) Oversee and ensure the contractor's rights as the sole provider of services within the respective EOA as set forth herein;
- B) Plan, oversee, monitor, collect fees, and evaluate contract operational and clinical performance and compliance; and
- C) Provide medical direction, accountability, and control of the EMS system, including EMS dispatch of emergency ambulances.

Contractors Functional Responsibilities:

During the term of this contract, the Contractor shall:

- A) Provide prehospital emergency medical care and transport services in response to emergency and non-emergency urgent medical calls received from the emergency ambulance dispatch center within their respective EOA 24 hours each day, seven days a week, without regard to the patient's financial status;
- B) (Bidders of the EOA Zone X only) When an emergency ambulance request for service is received in San Joaquin County, the EOA Zone X Contractor shall be the LEMSAs designated emergency ambulance dispatch center and must manage the appropriate emergency

ambulance response, including timely backup emergency ambulance coverage, perform other EMS system functions in accordance with LEMSA policies¹, and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responder and EMS air transport provider agencies;

- C) Emergency ambulance response times must meet the response-time standards set forth herein, and every ambulance unit provided by the Contractor for emergency response must, at all times, except as authorized by EMS Agency policy, be equipped and staffed to operate at the appropriate service level on all ambulance responses, including emergency, non-emergency urgent, and Specialty Standby and Emergency Standby events. Clinical performance must be consistent with approved medical standards and protocols. The conduct and appearance of the Contractor's personnel must always be professional and courteous, and personnel must act in the patient's and EMS system's best interest. Patient transportation and disposition will be according to the LEMSA's policies and procedures¹ as are now or may be established;
- D) Services and care delivered must be evaluated by the Contractor's internal quality improvement program and, as necessary, through the County's quality improvement program to improve and maintain effective clinical and service performance. The Contractor must make an effort to detect and correct performance deficiencies and continuously upgrade their performance and reliability. Clinical, customer service, and response-time performance must be reliable through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This Contract requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. If the Contractor fails to perform to the contract standards, the Contractor may be found to be in breach of its Contract and replaced following the [Emergency Takeover](#) section to protect the public health and safety;
- E) Develop system status management and deployment plans specific to meeting EMS performance requirements within San Joaquin County and their respective EOA, continuously monitor the implementation of these plans, and secure necessary ambulance posting locations at the Contractor's expense;
- F) Keep a current deployment plan on file with the LEMSA and a plan to redeploy or add ambulance hours if the response time performance standard is not met;
- G) Provide all ambulances, as well as other vehicles and equipment that are necessary for the provision of services required under this Contract. This includes fully stocked and maintained back up ambulances;
- H) Furnish supplies and replacements for those used by the Contractor's personnel;
- I) Establish a recruitment, hiring, and retention system to ensure a quality workforce of clinically competent employees who are appropriately certified, licensed, or accredited.
- J) Comply with all training requirements established by the State of California and San Joaquin County EMS Agency (SJCEMSA) policies and procedures;
- K) Assure SJCEMSA policies and procedures are followed at all times;
- L) Submit promptly reports which are supported by documentation or other verifiable information, as required by the LEMSA;
- M) Respond to LEMSA inquiries about service and complaints within one business day of notification; and
- N) Notify the LEMSA within 24 hours of all incidents in which the Contractor's personnel fail to comply with protocols and/or contractual requirements.

2.2 Coordination within the Exclusive Operating Area

¹ <https://www.sjgov.org/departments/ems/policies>

The local fire departments/districts currently provide first responder EMS services within the EOAs, and the LEMSA considers them an essential partner in this effort. All Bidders shall clearly state their plans to partner with existing public safety service agencies. This portion of the proposal shall be scored under the "Integration with Existing EMS Stakeholders" criteria.

2.3 EMS Response Data

See Exhibit 1 for a summary of EMS response data. Computer-Aided Dispatch (CAD) data is available for 2019-2024 upon request. There has been no independent validation of this data. Bidders are encouraged to use their own experience and resources to analyze the information to determine response and transport volumes. There is no guaranteed number of future responses or transports.

2.4 Level of Service

The exclusive Contract holder(s) will provide appropriately staffed and equipped ambulances for all requests for ground emergency and non-emergency urgent ambulance services, emergency ALS interfacility requests, and special standby events and emergency ambulance standby's originating within their EOAs. Specialty care transport services, air ambulance response and transport, non-emergent interfacility transports at the ALS, BLS, and critical care transports are not included in the scope of this RFP.

2.5 Response Time Standards

A. General

It is the Bidder's sole responsibility to be familiar with the geographic considerations and response-time standards comprising this solicitation. Response times shall be calculated from the time, in minutes and seconds, the unit is alerted by the LEMSA-designated emergency ambulance dispatch center until the Contractor arrives on the scene with an appropriately staffed and equipped ambulance or appropriate emergency response resource as defined by LEMSA policy.

The County and the LEMSA are interested in providing the consumer with rapid, effective emergency ambulance services at a reasonable cost. Any enhanced services above the standard of this RFP must include a separate cost and revenue estimate. However, clinical performance will not be sacrificed for the economy.

The service proposed to the EOAs must be at or above the level of service defined in this RFP. It must include primary response, backup, and system status management plans that clearly define timely emergency ambulance coverage. The LEMSA will provide oversight and monitor this requirement using CAD and other data management programs.

B. Response Times

Response time requirements in each EOA Zone vary depending upon the time standard to which the Contractor must respond in each call density area. Each response time standard in each call density area is defined by ambulance calls for service density, or the frequency in which calls for service historically occur as influenced by population density and previous service levels. Based on these factors, the time standards may not be contiguous. The call density area response standards are designated as (A) high call density, (B) moderate call density, (C) low call density, and (D) minimal call density. EOA Zone Maps are included as Exhibit 2. Bidders should familiarize themselves with

population densities, transportation corridors, and other factors to provide effective and prompt emergency ambulance service.

To ensure equity throughout San Joaquin County, geographic subzones within Zone X ensure that one community does not receive substantially lower compliance than other areas. The Contractor will be expected to meet compliance in each Zone, subzone, and call density area.

These EOA Zones, subzones, and call density area maps are based on emergency ambulance industry standards for defining response time standards. They may be changed by the LEMSA as population, call density, road access, effective Contract monitoring, and other relevant conditions require more stringent standards. No response time modifications will be made without giving notice to and opportunity for consultation with the Contractors, fire departments/districts, and other public and EMS system stakeholders in the affected EOAs.

In addition to the response time standards and geographic evaluations, the LEMSA will biannually (every two years) review population densities, call frequency, communities' growth, and response times in each call density area and may tighten the response time standards for a particular area and/or request the Contractors alter their system status plans (SSP) to respond to needs for improved performance and adaptation to call frequency or population trends. This alteration may also include adjusting the SSP to improve backup ambulance coverage. Contractors shall agree to negotiate in good faith with the LEMSA and revise the SSP as needed to enhance performance of these communities, as determined by the LEMSA. Contractors shall also negotiate in good faith within 90 days of a LEMSA request on the issue of any impact on Contract terms these changes may have. Failure to negotiate in good faith regarding these potentially underserved areas may constitute a Contract breach.

C. Emergency Response ("CODE 3")

Contractors must provide emergency ambulance service in accordance with this RFP and subsequent Contract 24 hours a day, 365 days per year during the term of the Contract. The Contractors must achieve response times as specified below:

Time Standard	Call Density	Emergency Compliance
A	High	90 percent of all calls in 7:59 minutes or less. Individual calls exceeding 15:58 minutes will be subject to liquidated damages.
B	Medium	90 percent of all calls in 9:59 minutes or less. Individual calls exceeding 19:58 minutes will be subject to liquidated damages.
C	Low	90 percent of all calls in 17:59 minutes or less. Individual calls exceeding 35:58 minutes will be subject to liquidated damages.
D	Minimal	90 percent of all calls in 29:59 minutes or less. Individual calls exceeding 59:58 minutes will be subject to liquidated damages.

Table 2

If an ALS non-transport first responder arrives on the scene, assesses a patient, and determines that the patient does not require an Emergency Response or an ALS response, a Non-Emergency Urgent Response or a BLS response may be requested in

accordance with LEMSA policy. In such cases, if the initial Emergency Response time standard was met, those calls may be measured by the Non-Emergency Urgent response time criteria. The response time for these calls will be calculated from the time of the Non-Emergency Urgent Response request to ambulance arrival.

D. Non-Emergency Urgent Response ("CODE 2")

Contractors must agree to provide 24-hour, 365 days per year coverage for all Non-Emergency Urgent requests, as defined by medical dispatch protocols. Non-Emergency Urgent, for purposes of this RFP, is defined as any call that does not require lights and siren but must have a response due to the presumption of an urgent but non-life-threatening medical condition.

If an ALS non-transport first responder assesses a patient and determines they do not require an ALS ambulance transport, a BLS response may be requested following these same response time criteria. The response time for these calls will be measured from the time of the BLS request to the BLS unit's arrival.

Time Standard	Call Density	Non-Emergency Urgent Compliance
A	High	90 percent of all calls in 14:59 minutes or less. Individual calls exceeding 29:58 minutes will be subject to liquidated damages.
B	Medium	90 percent of all calls in 18:59 minutes or less. Individual calls exceeding 37:58 minutes will be subject to liquidated damages.
C	Low	90 percent of all calls in 34:59 minutes or less. Individual calls exceeding 69:58 minutes will be subject to liquidated damages.
D	Minimal	90 percent of all calls in 59:59 minutes or less. Individual calls exceeding 119:58 minutes will be subject to liquidated damages.

Table 3

E. ALS Emergency Interfacility Response

This RFP includes provisions for ALS emergency ambulance interfacility transports. The contractor shall respond to any San Joaquin County acute care hospital requests for ALS emergency interfacility transfer originating from the emergency department as described in the RFP. Contractors are not prohibited from providing or contracting for interfacility transports outside the scope of the RFP, including BLS, CCT, or Specialty Care Transports. However, any removal of 9-1-1 resources to perform transports outside the scope of this RFP is at risk of the impact of the associated response time compliance.

Emergency interfacility transfers/transport is an immediate ALS ambulance that is requested to be transported to a higher level of care, which may be out of the county, and when any delay could jeopardize the patient's health as determined by the physician. Each Contractor retains a response-time requirement for these transfers just as they would for any emergency (i.e., Emergency Response) 9-1-1 request to the facility's location. As these transfers will immediately remove an ambulance unit from the 9-1-1 system, facilities are expected only to request an emergency transfer when the patient's condition warrants such a response and is ready for transport. The LEMSA will enforce and adjudicate this requirement.

2.6 Emergency Ambulance Dispatch Services

All emergency ambulance dispatch occurs from a single LEMSA-designated emergency ambulance dispatch center. In addition to these functions, the single designated emergency ambulance dispatch center provides disaster control facility (DCF) operations for hospital destinations during MCIs and disasters, single point ordering of EMS air ambulance requests, SJCEMSA EMS Duty Officer communication and notifications, and coordination of all interfacility transports in the county. Fragmenting dispatch services can lead to higher costs and add risk of confusion, errors, and emergency ambulance response delays. Any fragmentation of these essential functions would degrade service and patient care in the existing system.

Bidders for EMS EOA Zone X must provide in their proposals a comprehensive plan to ensure the following emergency ambulance dispatch services and functions are maintained and performed, including the rates to be charged for the cost recovery for other providers using the dispatch services taking into account that Ripon Fire Ambulance, Manteca Ambulance, and Escalon Ambulance are currently required to use the designated LEMSA Dispatch Center:

- Meet minimum requirements for the Emergency Ambulance Dispatch Center as required by LEMSA policy
- Obtain within 18 months of Contract start date and maintain medical Accredited Center of Excellence (ACE) accreditation by the International Academies of Emergency Dispatch (IAED)
- Provide dispatch services for all emergency ambulance providers in San Joaquin County
- Provide Medical Priority Dispatch (MPDS) and EMS 911 call processing as needed
- Provide digital recordings of all emergency and non-emergency phone lines and all radio frequencies/channels
- Provide single-point ordering for all EMS air ambulance requests in San Joaquin County
- Provide disaster control facility (DCF) functions for San Joaquin County as required by LEMSA policy²
- Provide comprehensive and complete CAD-2-CAD data and GPS interfaces with all public safety dispatch centers that provide EMS call processing and first responder dispatch
- Provide EMS data interfaces to LEMSA EMS data repositories
- Provide EMS Duty Officer call intake and notifications as required by LEMSA policy²
- Provide reports and other information as requested by the LEMSA
- Provide supervisory or management representatives to meetings and planning sessions as requested by the LEMSA

The LEMSA shall determine the name of the designated emergency ambulance dispatch center and radio call sign used. The LEMSA shall authorize all Emergency Medical Dispatch (EMD) staff tasked with emergency ambulance dispatch and require all EMD personnel to be certified in the Medical Priority Dispatch System (MPDS). In addition, all EMD personnel shall receive training specific to local conditions, geography, key 9-1-1/PSAP centers, and first responder personnel in the County. Contractors shall regularly cooperate, train with, participate in quality improvement committees, and communicate with each of the County's 9-1-1/PSAPs to ensure the delivery of dispatch services that meet the RFP requirements.

In addition, Bidders for EOA Zone X shall provide specific plans in their proposals that assure the key features of dispatch services include, but are not limited to:

² <https://www.sjgov.org/departments/ems/policies>

- LEMSA access to CAD data (e.g., real-time interfaces to EMS data repositories and EMResource interface that includes ambulance units En Route to hospitals, ambulance units at destination (hospital), ambulance units at destination > 30 minutes, and other resource availability (Available, Delayed, Unavailable), remote web-based portal access, access to voice print recordings)
- Familiarity of staff to local conditions, including orientation and training curriculum
- Familiarity with public safety dispatching procedures
- Access of dispatch staff to local training
- Access of dispatch staff to local quality improvement activities
- Access of dispatch staff to local meetings with local public safety personnel
- 24/7 access by EMS Duty Officer, EMS Agency Director, and EMS Agency Medical Director to dispatch observation sessions and unannounced inspections
- Continuity of Operations (CoOP) plans

The Contractor shall provide sufficient EMD staff to safely accomplish all of this RFP's emergency ambulance dispatch operations requirements.

The following minimum standards form the objective performance data that will be measured and reported monthly to the LEMSA for Emergency Ambulance Dispatch operations:

- a. For each month, a minimum of 98 percent of calls for service through the 9-1-1 system shall be answered in 10 seconds or less as measured through the California Emergency Call Tracking System (ECaTS)
- b. For each month, provide reports to the LEMSA on the average and 90th percentile times for dispatch performance (measured by the time a call enters the queue to the time an ambulance is assigned/dispatched. At no time will Emergency or Non-Emergency Urgent calls be delayed or held in assigning a resource)
- c. For each month, provide reports to the LEMSA as requested, which may include instances where the ambulance was sent Non-Emergency Urgent (code 2) but transported as an Emergency Response (code 3), and other reports as requested.

The Emergency Ambulance Dispatch CAD shall include security features preventing unauthorized access or modification of original production CAD data and time stamps. Any authorized modifications of original production CAD data and time stamps shall have full audit trail documentation. The LEMSA will be provided access to all data maintained by the CAD systems as necessary to analyze demand and determine deployment procedures. The Contractors agree to install, at Contractor's expense, an interface from CAD to the LEMSA data repository to collect and monitor CAD information and provide the LEMSA access to the voice recording systems

The CAD interface made available to the LEMSA shall also provide real-time monitoring of the Contractor's CAD screens and, at a minimum, provide the location and status of active ambulance calls, pending calls, location, and status of ambulances and crews.

EMS EOA Zone Y shall be dispatched by the LEMSA-designated emergency ambulance dispatch center, which is the responsibility of the EOA Zone X provider.

2.7 Performance Standards – Response Times

The LEMSA may adjust performance standards during the contract term consistent with modifications in EMS operational and medical control standards developed by the LEMSA. The

Contractors shall be notified 60 days before the effective date of the change and shall define the Contract impact within 30 days of initiation.

A. Liquidated Damages: Emergency and Non-Emergency Urgent Calls

Contractors shall not refer Contract calls included in their scope to another provider agency unless it is part of LEMSA-approved Zone Assist or pursuant to LEMSA policy. Appropriate dispatch of air ambulance medical transport services is not considered a referral. Mutual aid from any source during MCIs or disaster responses is also exempt from this requirement.

Each month in which a Contractor fails to meet the 90 percent response time standard within any Zone, subzone, or call density area, the Contractor shall pay \$500 in liquidated damages for each one-tenth (1/10) of a percentage point by which the Contractor's response time performance falls short of the standard. Each reporting period for which a Contractor fails to meet the applicable response-time requirements, the Contractor shall submit to the LEMSA a corrective action plan including its SSP, unit-hour of production capacities, and/or other identified factors to determine the causes of non-compliance and a plan for remediating the non-compliant performance.

For any non-compliant response time performance standards in a zone, subzone, or call-density category reported monthly or during a reporting period, Contractors shall submit a corrective action plan within 15 days of discovering the underperformance. Contractors may be found in breach of contract if they are non-compliant for three consecutive calendar months in any one Zone or sub-zone or four of twelve consecutive calendar months within the EOA Zone, taken in aggregate.

All call density areas have a maximum specified response time, which shall not be exceeded (i.e., outlier). For every call where the ambulance fails to arrive within the maximum specified response time, the liquidated damages will be \$1,000 per occurrence.

Contract calls included in the Contractor's scope that are referred to another provider agency due to mutual aid or zone assist shall be fined \$100 per incident for each reporting period in which the mutual aid or zone assist volume exceeds two (2) percent of the Contractor's total volume for that Zone or subzone.

Zone X Compliance						
Call Density	X-21	X-22	X-23	X-24	X-25	Compliance Standard
High						90%
Medium						90%
Low						90%
Compliance Goal	90%	90%	90%	90%	90%	

Zone Y Compliance		
Call Density	Y	Compliance Standard
High		90%
Medium		90%
Low		90%
Compliance Goal	90%	

B. Upgrades, Downgrades, Canceled, and Incorrect Addresses

Certain circumstances may cause changes in response "Codes." Response-time calculations for determination of compliance will be as follows:

1) Upgrades

If a Non-Emergency Urgent ambulance response assignment is properly upgraded to Emergency Response before the arrival of the ambulance (e.g., from Non-Emergency Urgent – Code 2 to Emergency Response – Code 3 by MPDS or first responder on scene), the Contractor's response time compliance and liquidated damages for that call will be calculated based on the Emergency Response time standard from the time when the call was upgraded, provided the call had not already exceeded the initial Non-Emergency Urgent response time standard. If the initial response time exceeds the Non-Emergency Urgent standard before the time of upgrade, it will be considered late.

Example: While enroute to a Non-Emergency Urgent call in a high-density response time standard, new information is received or the patient's condition changes, and the MPDS upgrades the call priority before the Non-Emergency Urgent time standard is exceeded. The Emergency Response standard will reset at the time of the upgrade.

2) Downgrades

If an Emergency Response—Code 3 assignment is appropriately downgraded before the arrival of the ambulance (e.g., from Emergency Response—Code 3 to Non-Emergency Urgent—Code 2 response by MPDS or the first responder on the scene), the Contractor's response time compliance and liquidated damages for that call will be calculated based upon the Non-Emergency Urgent response time standard from the time the call was originally assigned.

Example: While en route to an Emergency Response—Code 3 call in a high-density time standard, first responders on scene reduce the ambulance to a Non-Emergency Urgent—Code 2 response; if the initial Emergency Response—Code 3 time had not been exceeded at the time of downgrade, the Non-Emergency Urgent—Code 2-time response standard would be used for the response.

3) Canceled Responses

If a call is canceled before the emergency ambulance arrives at the scene, the Contractor's compliance and liquidated damages will be calculated based on the elapsed time from call assignment to the time the call was properly canceled by dispatch.

4) Incorrect Addresses

When the address (or approximate location for the call on a roadway or open area) provided is substantially incorrect through no fault of the Contractor, the Contractor may request an exemption to the response time exceedance.

C. ALS Emergency Interfacility Transports

Emergency requests for an ALS emergency ambulance to transfer a patient to a higher level of care shall be calculated as an Emergency Response – Code 3 described in Section 2.5 (C).

D. Response Time and Other Call Information Correction Requests

The LEMSA, in its sole discretion, may grant response time corrections and other call information corrections to individual calls. These correction requests aim to ensure the EMS CAD and response data is accurate. The corrected information, if approved, will be included and used when calculating performance compliance. To be eligible for such corrections, the correct information must be noted in CAD and supported by clear evidence (GPS, radio or phone recordings). All correction requests must be submitted for approval through the LEMSA-approved online compliance utility no later than 15 days after the prior month's end.

The Contractors may submit requests to the LEMSA for a correction to call response information in the following situations:

1. Correction Requests
 - (a) Any response time elements (dispatch, en route, on-scene times) are eligible for correction.
 - (b) Location and EMS Zone and subzone locations are eligible for correction.
 - (c) Egregious erroneous dispatch procedures are eligible for corrections.
 - (d) Other good cause case-by-case situations as requested.

E. Response Time Exemption Requests

The LEMSA, in its sole discretion, may grant exemptions to individual response-time performance requirements stated herein for unforeseeable situations outside of the Contractor's control. Such calls will be included in overall occurrences but excluded when calculating performance compliance. To be eligible for such an exemption, the Contractors must submit for exemption approval through the LEMSA-approved online compliance utility no later than 15 days after the end of the prior month.

The Contractors may apply to the LEMSA for an exemption to response-time compliance calculations in the following situations:

1. Severe or inclement weather or fog documented at the time of the response
2. Access issues documented at the time of the response, including traffic secondary to the incident, train crossings, road construction, or other unanticipated barriers
3. Unforeseeable delays due to multi-casualty incidents, California Medical Mutual Aid System requests, or officially declared disasters
4. Incorrect or incomplete location information provided to or by the dispatch center
5. Other good cause - In the judgment of the LEMSA, reasonably warrant exemption from response time compliance

A correction and exemption report will be produced and shared publicly with response time compliance reports and the local EMS Advisory Committee (or equivalent).

F. Response Times - Misc

The Contractors will only be held responsible for response-time performance on a response to a location within their EOA. Responses to emergencies outside the Contractor's EOA will not be counted in the total calls to determine monthly Contract compliance.

For each response in which the contractors fail to report or cannot provide accurate on-scene time, GPS or the following radio or electronic transmission will determine the on-scene time. Responses in which the contractors fail to report or cannot provide an accurate on-scene time for which no independent verification can be made shall be considered late and subject to liquidated damages.

The Contractors will be provided sufficient historical call data and ambulance patient offload delays (APOD) information to evaluate future EMS system needs properly. The Contractor shall provide the necessary staffing to avoid having no ambulances available for their EOA, known as "Level 0." If a Contractor drops to Level 0 in their EOA and mutual aid or Zone Assist is required to run an active call, associated liquidated damage will be assessed for failing to provide service.

Table 8 summarizes the categories and liquidated damages listed in this RFP.

San Joaquin County Summary of Response Time Liquidated Damages	
Category	Liquidated Damage
1. Compliance below standard (Sec 2.7)	\$500/tenth of a percentage point
2. Extended response time (i.e., outlier)	\$1,000/call
3. Level 0/Use of Zone Assist or MA	\$2,500/call
4. Zone Assist exceeds two (2) percent	\$100/call
5. No Clinical KPI's Bundles Reached	\$2,500

Table 4

G. Liquidated Damage Fund

The funds generated through liquidated damages may be used for EMS system enhancement as directed by the LEMSA.

H. Online Compliance Utility

LEMSA uses an online compliance utility (OCU), currently FirstWatch, to track performance automatically and objectively.

I. EOA Provider Compliance Committee

Contractors shall be required to participate in a San Joaquin County EMS Agency Ambulance Compliance Committee. The Ambulance Compliance Committee will be comprised of local EMS stakeholder representatives to include, but not limited to, public safety (fire and law), hospitals, Public Safety Answering Points (PSAP), other emergency ambulance providers, and other EMS system stakeholders. The Ambulance Compliance Committee shall report out regularly to the EMS Advisory Committee or equivalent.

2.8 Performance Standards - Clinical

The LEMSA and EMS stakeholders are strong proponents of the Institute for Health Improvement (IHI) focus on the "Triple Aim" – 1) improving the patient experience of care (including quality and satisfaction); 2) improving the health of populations; and 3) reducing the per capita cost of health care. Providing a high level of patient care is vital beyond promptly arriving at the patient's side. Clinical research indicates this may be more important than the speed of the response. Therefore, the LEMSA Medical Director has identified key performance indicators (KPI) in bundles of care that impact the patient's probability of a positive outcome. The LEMSA Administrator has identified benchmarks that indicate a well-functioning EMS transport provider. These criteria and benchmarks are based on standards set by data-driven research or respected EMS organizations. Each criterion must meet three factors to be included; it shall be 1) measurable by the system, 2) manageable by the provider, and 3) meaningful to the patient.

Exhibit 6 contains the Contractor Report Card KPIs and expected standard benchmarks that the Contractor must meet to reduce liquidated damage assessments. No more often than annually, the LEMSA Medical Director and Administrator may revise the included criteria and related standard benchmarks as clinical research, and other factors determine the optimal care path and customer-service experience for EMS patients.

A comprehensive electronic patient care report (ePCR) review is expected of the Contractor to identify individual and overall opportunities for clinical treatment improvement. All high acuity calls (e.g., heart attack, ST-elevation myocardial infarction [STEMI], stroke, trauma, as defined by the LEMSA) shall have a 100 percent chart review by the Contractor and reported to the LEMSA monthly. Similarly, 50 percent of non-transport resulting in against medical advice (AMA) shall be reviewed and reported to the LEMSA each month. The Contractor shall randomly audit five percent (5%) of the remaining charts and report monthly to the LEMSA. The audit results will be summarized monthly and shared with the Contract Administrator and LEMSA in a pre-approved format. This level of care review shall drive training and education and improve overall patient care.

Between the identified ePCR review and related training/education opportunities, Bidders shall ensure sufficient full-time employees responsible for clinical oversight, training and education, data quality, documentation standards, and quality assurance/improvement and are unencumbered by other supervisory/management responsibilities. The proposals shall identify the staffing commitment to continuous quality improvement.

An EMS clinical professional, described in this proposal in Key Personnel, shall oversee all the key clinical performance activities.

All care provided is expected to be mindful of the community's diversity. All care provided shall be through an equity and equality lens for all patients, including those who are vulnerable, underserved, under-resourced, and medically fragile.

2.9 Performance Standards – Customer Service & Safety

The LEMSA requires a patient satisfaction scoring mechanism that is independent and objective and measures the customer service provided by the EMS provider. The Bidders shall offer a third-party survey tool (e.g., EMS Survey Team) approved by the LEMSA to poll patients about their experience. The Bidders shall follow the Health Insurance Portability and Accountability Act (HIPAA) requirements to protect patient privacy. Each month, the survey tool provider will send direct mail surveys to a representative group of transport and AMA/RAS ePCRs. The selected questions will be standardized to compare with other providers and approved by the LEMSA. Survey results will be provided to the LEMSA semi-annually. The Contractor will review and process negative feedback as a patient complaint.

2.10 Performance Standards – Employee Wellness

Ensuring the workforce is mentally and physically healthy is crucial to a high-performing EMS system. The Contractor shall support employee wellness through mental wellness programs, effective fatigue policies, and ensuring any 24-hour shift unit hour utilization (UHU) rate is safe and reasonable so that EMS personnel, patients, or the public are in jeopardy for an accident, injury, medication error, or other negative impact. The Bidders shall clearly describe the approach implemented locally and reference successful programs from other operations. Describe commitment to peer-to-peer support and critical incident stress management.

In addition to patient experience, the LEMSA requires that EMS personnel have a productive and safe working environment. This is partially measured by employee turnover and workplace injuries. Employee turnover shall be defined as the number of full-time employees that resign, retire, transfer, are laid off, or change to part-time status divided by the average number of full-time employees over the same period. Involuntary separations, part-time employees, or job promotion changes (e.g., EMT to paramedic, paramedic to supervisor) shall not be included in employee turnover. Bidders are encouraged to share strategies for a positive working environment and reduction of workplace injuries.

2.11 Clinical and Service Performance Standards – Liquidated Damage Relief

If a Contractor provides high clinical and customer service levels, a credit may be available towards response time liquidated damages described in this section. The clinical report card is available in [Exhibit 6](#). These metrics may be adjusted annually based on clinical research, contemporary EMS benchmarking standards, and other factors. The liquidated damage relief is based on a sliding scale to reward positive clinical achievements. The report card score will be calculated quarterly or as practical. The current liquidated damage relief due to excellent clinical performance from the report card will be applied to the monthly liquidated damages. However, if no clinical bundles are achieved, liquidated damages shall apply. Table 5 summarizes the credit available.

Response Time Liquidated Damage Relief	
Report Card Score	Relief
5 KPI Bundle compliance	100%
4 KPI Bundle compliance	80%
3 KPI Bundle Compliance	60%
2 KPI Bundle compliance	40%
1 KPI Bundle compliance	20%
0 KPI Bundles	\$2,500

Table 5

2.12 System Status Plan

An SSP and the proposed optimum response UHU (for 24-hour units) shall be developed by the Bidders and submitted as part of this RFP and to the LEMSA at least 21 days before service implementation for LEMSA review and adhered to by the Contractors. Bidders shall consider the effects of hospital offload delays experienced within the County when developing their SSP to ensure appropriate response times throughout the service area. See <https://www.sjgov.org/departments/ems/Menu/system-reports/apod>.

Any modifications or changes to the existing SSP shall be provided to the LEMSA for review. This SSP shall include all resources to be used in these Contracts for emergency ambulance service. The SSP must have clearly identified backup ambulance plans, including arrangements in enough

detail to demonstrate to the LEMSA that backup ambulance coverage will be consistently available in a timely manner.

2.13 Mutual Aid/Zone Assists/Standbys

Each Contractor agrees to respond to all Zone Assists responses made by the LEMSA-designated emergency ambulance dispatch center.

Contractors agree to provide Emergency Standby services in their EOA for working fires, hazardous materials incidents, law enforcement incidents, and other allied agency events with a high potential for injury. Contractors shall also be active members in San Joaquin Operational Area Healthcare Coalition activities, emergency preparedness planning and development, disaster exercises, and other training to educate the public and prepare for multi-casualty incidents. There will be no charge for Emergency Standby services for the first twenty-four (24) hours unless there is a third-party payor source (e.g., federally declared disaster); however, the Contractor may charge for special standby services at private events. These may include sporting events, fairs, concerts, and anything requiring an ambulance on-site. The special event standby services shall be based on a Contractor's written agreement for such services, subject to the LEMSA's approval. Contractors are required to provide emergency ambulance mutual aid as requested through the Medical Mutual Aid system through the Medical Health Operational Area Coordinator (MHOAC).

2.14 Radio Equipment

1. The Contractors shall ensure that each ambulance has emergency communication and alerting devices consistent with LEMSA policies. Every ambulance shall be able to communicate with the Contractor's dispatch center, base hospitals, receiving hospitals, fire agencies, law enforcement, and other public health and safety agencies at all times.
2. Each ambulance shall be equipped at a minimum with:
 - a. VHF and UHF mobile radio in the driver's compartment allowing staff to communicate with dispatch, hospitals, and other responding units and agencies.
 - b. UHF control head, microphone, and speaker are installed in the patient compartment, allowing the attending EMS personnel to communicate with the base and receiving hospitals.
 - c. Alerting device(s) to notify ambulance personnel of the need for a response.
 - d. Mobile data terminal linked to the designated Emergency Ambulance Dispatch Center
3. VHF and UHF mobile radio communications equipment must have at least a 45-watt minimum power output and be sufficient to meet or exceed the requirements of County policies and procedures.
4. All on-duty personnel shall be outfitted with portable radios with an alerting system.
5. The contractor shall provide technology that allows ambulance crews to immediately mark on-scene time using push-button technology or geofencing connected to the designated Emergency Ambulance Dispatch Center.

2.15 Vehicle and Equipment Requirements

All ambulances utilized by the Contractors shall meet the standards of Title 13, California Code of Regulations, and any LEMSA policies in effect at the time of original manufacture. Vehicles shall not exceed 300,000 miles. Equipment shall meet the minimum standards by LEMSA Policy #4101 and California Code of Regulations, title 13 § 1103.2.

Bidders shall state and justify the minimum number of ambulances (both primary and reserve) vehicles necessary to fulfill this contract's scope and requirements. The fully stocked and equipped ambulance fleet minimum shall always be 133 percent of the planned peak deployment level. Further, no less than 50 percent of the reserve fleet shall be unavailable in the County at any point during the Contract term. Bidders shall describe their vehicle maintenance and replacement programs to ensure operational readiness and mitigate unplanned maintenance issues. All emergency ambulance vehicles used in the San Joaquin County EOAs shall display a consistent design theme including the words "San Joaquin County EMS" and wording that meets California Civil Code 3273 standards for identifying the service provider. The LEMSA shall approve all vehicle designs and logos. Bidders shall maintain preventative fleet maintenance records and adhere to each vehicle's approved preventative fleet maintenance program. The maintenance program shall be submitted with the RFP response and reported on quarterly to the LEMSA.

Currently, there is one bariatric ambulance in Zone X that is made available countywide. Bidders shall describe their plans to meet the needs of bariatric patients.

2.16 Data Collection and Evaluation Requirements

The Contractors shall complete and submit all forms and data reports required by the LEMSA and in compliance with California H&SC, Section 1797.227, including ePCR forms, periodic reports, and data requests. Contractors shall cooperate and participate in field research as requested, including special medical and trauma studies. Bidders shall describe their reporting systems and confirm compatibility with the LEMSA data repository and OCU system. The ePCR shall be submitted electronically to the emergency department (ED) following LEMSA Policy #6302 and California Code of Regulations, title 22, Division 9, Section 100402. All ePCR submission standards may be audited by the LEMSA.

The Contractors will provide operational dashboard reports as requested by the LEMSA. These reports, in a format and period approved by the LEMSA, will include quality improvement (monthly and annual), incidents of unit breakdowns, ePCR compliance, the volume of out-of-county mutual aid calls completed and received per month, and other key performance indicators as requested by the LEMSA used to determine performance and compliance.

2.17 Financial Requirements

Bidders shall establish, in their responses to the RFP, that Bidders have a firm commitment to maintain:

- Financial capacity to commence and sustain all services required in the RFP on or before the implementation date

- Financial resources to maintain all services for at least the primary Contract period of five (5) years

It is incumbent upon the Bidders to submit a proposal package to allow independent reviewers and County staff to determine that the Bidder:

- A. Understands and accurately documents all costs associated with the Contract**
- B. Has accurately documented all revenue sources**
- C. Has fully described and documented all sponsoring organization's commitments to maintain financial support (if any) for the term of the Contract**

The Contractors shall provide independently audited financials for their organization specific to the EOAs at least annually and include a Management Letter by a Certified Public Accountant within 180 days of the fiscal year-end. The Contractors may be required to produce additional reports to the LEMSA.

All Contractor costs shall be clearly defined and justified. Failure to justify these costs in detail and to meet the levels of independent verification of the financial information requested may result in disqualification or non-selection. Any action taken will be applied uniformly across all Proposals.

In addition to the financial documentation discussed, the County requires the submission of financial surety instruments (e.g., bonds, letters of credit) as described in Section 5.1 to act as non-liquidated damages for non-performance and assist the County with the costs of the selection of a temporary or new permanent contractor. Any legal limitation or inability to fully meet this standard must be explored by potential Bidders and disclosed in the Bidder's proposal.

2.18 Fees for Service

The revenue premise for this RFP is a traditional fee-for-service system for ambulance calls. No general County subsidy is offered as part of this procurement. In response to this RFP, the Bidder must stipulate any existing contractual agreements or immediately anticipated arrangements, including membership programs. As future opportunities develop, the Contractors must ensure that all such arrangements are forwarded to the LEMSA for evaluation as they propose them before implementation.

Each Contractor shall charge only the rates authorized under the Contract with the County. Adjustments to the charges may be authorized annually based on changes in the Consumer Price Index stipulated in this RFP. No rate adjustment will be considered for the first 12 months, except if the County and LEMSA require additional services. All other changes to the rate structure must be approved by the LEMSA as stipulated in this RFP based on substantial documentation of need.

Bidders may be allowed alternatives to traditional fee-for-service arrangements on a case-by-case basis if they are not shifting additional costs to other EOA patients or their payers. Any form of capitation agreement with managed care organizations must demonstrate to the County's satisfaction that the rates are calculated on a basis consistent with reimbursement from other third-party payers in the area.

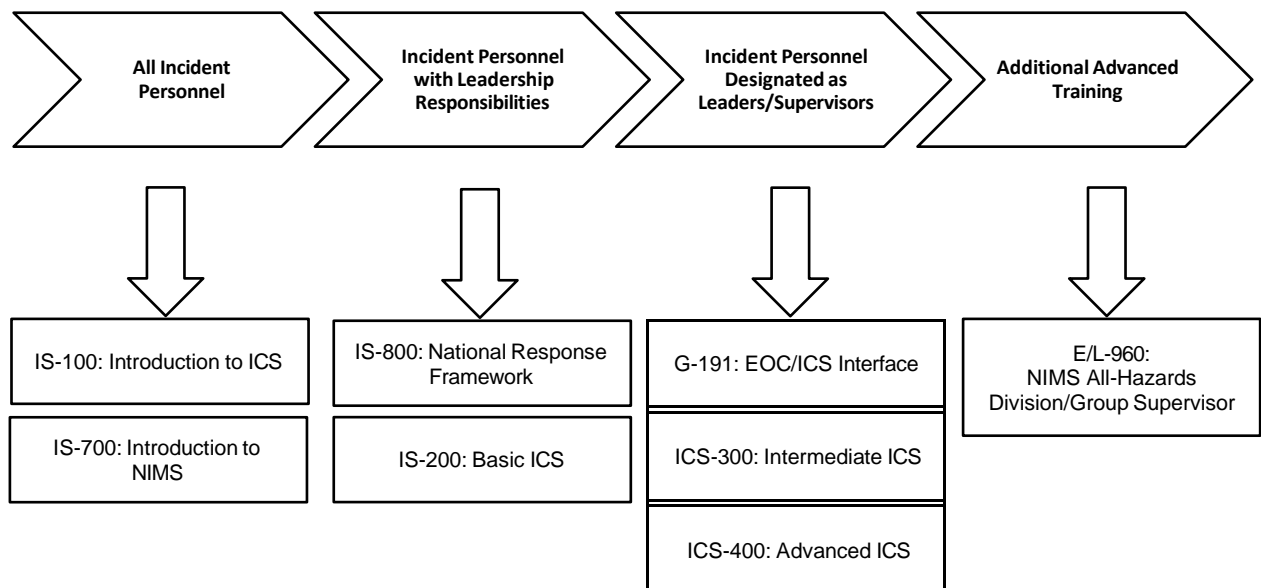
The current provider serving the EOAs shared payer mix information, which is available in [Exhibit 1](#). Like the call volume data, the payer mix has not been independently validated and the County does not warrant any specific payer mix.

2.19 First Responder/PSAP Training and Coordination

The first response agencies in the County are fire-based, at the ALS or BLS level. First responder agencies are an integral part of a quality EMS system, and the Bidder will be expected to document in their proposal its experience and future efforts to coordinate with first responder agencies. The Bidder must demonstrate its ability to integrate its service, including interdepartmental educational support with existing first responders, PSAP, and allied agencies. Regular training programs the Contractors provide and scheduled coordination meetings with these agencies are highly recommended. The LEMSA is interested in the Bidder's experience with joint training and colocation of training/education with first responder agencies and what may be proposed for this RFP. Contractors shall participate in critical incident stress management (CISM), peer support, mental wellness programs, and first responders and other agencies to support the mental health of EMS staff.

Contractor must adopt the National Incident Management System (NIMS)³ and the Incident Command System, and train all personnel, in accordance with the NIMS Training Program⁴ and Incident Command System.

Incident Command System (ICS) Training Progression requirements:



Additional Advanced Training:

All incident personnel assigned to a Group Supervisor or Branch Director position, shall complete an E/L-960 NIMS All-Hazards Division/Group Supervisor course.

Training Curriculum Approval:

³ <https://www.fema.gov/emergency-managers/nims>

⁴ https://www.fema.gov/sites/default/files/documents/fema_nims-training-program-2020.pdf

The California State Training Officer must approve the NIMS/ICS training curriculum for the courses listed above.⁵

The Contractors shall re-supply first responders with disposable supplies on a one-for-one basis for supplies used by the first response agency in the response.

2.20 Implementation Schedule and Requirements

The Bidders must be able to meet all minimum requirements of this RFP and do so within established deadlines with Section 1.4 Action Dates. The selected Bidder may implement it sooner if the current provider and LEMSA approve.

2.21 Safety and Risk Program

Bidders shall provide a safety and risk management program which shall include, at a minimum:

- A. A safety manual that ensures compliance with California Division of Occupational Safety and Health Agency (CAL/OSHA) requirements.
- B. An orientation program that instructs all new employees in safety practices and will prepare the employees to avoid risk, protect them from danger, and preserve them from loss.
- C. A training program for all managers and supervisors to properly instruct the employees in safety programs and investigate all safety incidents.
- D. The Key Personnel must be responsible for the safety and risk program and receive formal training on risk and loss issues.
- E. The safety and risk program starts in the employment application phase and must include the following:
 - (1) an employment physical exam; and
 - (2) physical capacity evaluation that is fair, non-discriminatory, and commensurate with job requirements.
- F. An emergency vehicle operator safety program that meets or exceeds any state or local requirements.
- G. A continuing education program for all employees on safety and health issues that is scheduled no less than annually.
- H. Ongoing monitoring of the driver's license status of all personnel with follow-up as needed.

2.22 Permit to Operate

⁵ <https://training.fema.gov/programs/aps/stolist.aspx>

All ambulance providers in the county shall comply with the permitting process established by San Joaquin County Ordinance 4563 Ambulances. The LEMSA shall recoup the reasonable costs of coordinating, monitoring, and overseeing the Contract. Exhibit 5 identifies the current costs for these functions.

Section 3: Information for Bidders

3.1 Pre-Proposal Conference

A pre-proposal conference will be held to discuss the EMS system, share all relevant issues associated with the RFP, and permit Bidders to ask questions. **Attendance is optional.** Each Bidder will be limited to not more than four (4) representatives in attendance in person.

Through the County's Purchasing and Services process, please submit any questions about the RFP that need clarification at the pre-proposal conference no later than three (3) working days before the meeting to allow the County to develop a written response. This will allow for a more thorough response in collaboration with the LEMSA and its EMS RFP consultant. Questions after the pre-proposal conference must be submitted to the County by the date specified in Section 1.4. All questions will be answered in writing and posted on the County Purchasing and Services website. It is the Bidders' responsibility to register and download any addenda.

Informal oral answers may be provided during the pre-proposal conference; however, they will not be binding on the County. Formal written responses will be developed and published in the addenda.

The location, date and time will be as follows and subject to change:

Date: 6/17/25
Time: 10:00 a.m.
Location: 2101 East Earhart Ave, Stockton, CA 95206

3.2 Interpretation, Corrections and Addenda

The Bidder must carefully examine the specifications, terms, and conditions expressed in the RFP and become fully informed of the requirements. If Bidders who are planning to submit a response discover any ambiguity, conflict, discrepancy, omission, or error in the proposal, have any questions in relationship to the "REQUIREMENTS," or any other related matters, Bidder shall immediately notify in writing through the County Procurement System of such concern and request clarification, or modification of the document(s) no later than the deadline as set forth under Section 1.4.

No further requests for clarification or objections to the RFP will be accepted or considered after this date. Any change in the RFP will be made only by a written addendum approved by the LEMSA and State EMS Authority and shall be incorporated into the proposal. The Bidder shall sign and date the amendment and submit it with the response.

Linda Gow, Purchasing and Support Services -Purchasing Agent, is the county's single point of contact for matters relating to this RFP. Communications regarding the RFP with other County employees or agents may result in disqualification. Contact with the County's various public safety and fire departments/districts would not be considered inappropriate. Failure to comply with this request may be viewed as the cause of the disqualification of a bidder response.

3.3 Notice of Intent to Bid

The prospective Bidder must notify the County through an Intent to Bid by the deadline specified in Section 1.4. This expedites the review process of identifying Evaluation Committee members with no conflicts to evaluate and score the proposals. The Intent to Bid must be submitted to the County Purchasing and Services Department.

The discretion to request clarifications shall be applied consistently to all Bidders who submit responses determined to be responsive, having the potential of being selected for an award, for clarification to assure complete understanding of and responsiveness to the solicitation requirements. Such clarifications shall be applied uniformly and may be permitted after the submission of proposals and before the award to cure any deficiency resulting from a minor informality or irregularity in a proposal or waiving such deficiency, whichever is to the advantage of the awarding agency. In conducting discussions, there shall be no disclosure of any information derived from responses submitted by competing Bidders to anyone outside the Evaluation Committee and County staff. The purpose of such discussions shall be to examine Bidders:

- Qualifications
- Proposed method of performance
- Proposed personnel and facilities
- Compensation

All Bidders submitting responses for consideration agree that their companies or organizations will be willing to enter into a final Contract if awarded this RFP. The County may finalize certain terms and conditions of such final Contract after identification of the apparent successful Bidders. However, Bidders shall not assume that any terms of this RFP are subject to later discussion and shall assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Final changes, if any, will be non-substantive and will not adjust the scope of work.

3.4 Announcement of Intent to Award

Based on the qualifying and respective evaluations, the Evaluation Committee will determine an award based on the highest-scoring proposal. A Notice of Intent to Award will be issued before contract discussions begin.

3.5 False or Misleading Statements

Responses that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the Bidder may be rejected. Such action shall be applied equitably across all proposals. If, in the opinion of the County or LEMSA, such information was intended to mislead the County or LEMSA in its evaluation of the response, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for the rejection of the response.

3.6 Investigation

The County reserves the right to continue investigating responses after each Contract is awarded and throughout the contract's term. Furnishing false or misleading information during the proposal process may constitute a breach of Contract.

3.7 Rules for Withdrawal or Revision of Responses

A response submitted before the deadline may be withdrawn and/or revised any time before the deadline for receipt of responses. The withdrawal of a response shall not prejudice the right of a Bidder to submit a new response, provided the Bidder can submit the new response by the deadline stated herein. Responses may be withdrawn after the deadline and will be considered non-responsive. This shall be submitted through the County Procurement System.

3.8 Independent Contractor

It is expressly understood that in performing any services resulting from this RFP, Bidder is an Independent Contractor and is not an agent or employee of the County and warrants that all persons assigned to the program/project are employees or subcontractors of the Bidder. Should the awarded Bidders employ others to complete or perform the services provided. In that case, Bidders shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees and that the awarded Bidders shall hold County harmless and be solely responsible for withholding, reporting, and payment of any federal, state, or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its subcontractor(s) and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractor(s), and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against the County for vacation pay, sick leave, retirement, or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

3.9 Explanation of Use of Subcontractors

Any Bidder using a Subcontractor(s) must clearly explain the scope and use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) organization providing work under this proposal. The selected Bidder will be fully responsible for all requirements and work performed under this proposal and will be considered the Prime Contractor. Any Subcontracting or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal, state, and local access to the books, documents, records, and inspection of work. Bidders awarded any Contract because of this proposal shall obtain County and LEMSA written approval of Subcontractors identified in Bidder submittal before execution of Contract. Any subcontractor(s) must meet the minimum RFP qualifications. No Prime Contractor or subcontractor may be part of multiple proposals for the same Zone (e.g., a subcontractor cannot be part of a proposal for Zone X and submit a proposal as the Prime Contractor for the same Zone).

3.10 Joint Ventures

If multiple organizations submit a response jointly, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

3.11 Confidentiality

The contents of all responses, correspondence, agenda, memoranda, or any other medium that discloses any aspect of a Bidder's response shall be held in the strictest confidence until the

discussions for the Contract are completed. The contents of all working papers, trade secrets, proprietary data, and discussions relating to the Bidder's response must be marked confidential at the time of submission. The county shall keep these documents confidential indefinitely unless an item's disclosure best serves the public interest because of its direct pertinence to a decision agreement or an evaluation of the proposal or as its release may otherwise be required by law. If a Bidder contends that any submission contains trade secrets or proprietary data, please be advised that the County cannot and does not give any assurances or guarantees that such information will not be released under the California Public Records Act.

The Bidder shall mark any of the information within its response as proprietary; however, the California Public Records Act will guide the County and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or response; b) information that is not marked as proprietary; c) information that, though marked as proprietary, is not proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

Financial statements may be marked CONFIDENTIAL on each page. The County will only use financial statements to evaluate proposals and undertake all reasonable measures to keep them confidential, including the following: The financial statements will be segregated from the rest of the proposal and maintained in a file to which only the County's Chief Procurement Officer will have access. Copies of the financial statements will only be distributed to county employees who must review them to evaluate the proposal. They must return or destroy all copies immediately after completing their review. The financial statements will be destroyed two years after submission unless prohibited by law. The financial statements will not be disclosed to anyone outside the County unless required by law. The financial statements are exempt from disclosure under the California Public Records Act, Government Code section 7920.000 et seq. If the County believes disclosure is required by law, for example, in response to a subpoena or court order. In that case, the County will provide the Contractor a reasonable opportunity to object to such disclosure and other actions to prevent or limit any such disclosure.

BIDDER SHALL NOT DESIGNATE THE ENTIRE RESPONSE AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION WILL NOT BE HONORED.

A bidder's submission of a response shall constitute an agreement to the provision for public announcement. Any agency requesting such information marked as proprietary must obtain written authorization directly from the Bidder and forward it to the County.

The county shall not be required to contact any Bidder for information on behalf of any requesting agency. The LEMSA shall have the sole discretion and exclusive authority to determine if any other party has appropriately obtained the right to access proprietary information.

3.12 Pricing Requirements

Unless otherwise specified, all responses shall remain firm for at least one hundred twenty (120) calendar days after the RFP submittal deadline. Within one hundred twenty (120) calendar days after the RFP Submittal Deadline, a purchase order and/or a Contract may be awarded for each EOA by the County, as it may deem proper, in its absolute discretion. The time for granting a purchase order and/or a Contract may be extended at the sole discretion of the County if required to evaluate responses or for such other purposes as the County may determine.

3.13 Proposal Terms and Conditions

The proposal only refers to the County's standard general terms and conditions. It is not a legal document unless incorporated into a duly approved and executed Contract. Bidders agree to incorporate by reference the County's solicited RFP, the Bidders' responding proposals, and any other documentation deemed necessary by the County into any Contract that may be derived from this RFP. Nothing in this RFP shall be construed to prohibit either party from proposing additional administrative terms and conditions during the finalization of the resulting Contracts for the Bidders selected with the highest overall score. Any Contract developed because of this RFP will not become legally binding until approved by the County Board of Supervisors.

3.14 General Terms and Conditions – Contract

The RFP award will be by means of written Contracts with the highest-scoring Bidders. A Notice of Intent to Award will be sent to the highest-scoring Bidder of each EOA. Awards are contingent upon the successful acceptance of final contract terms. Contract discussions will be confidential and not subject to disclosure to competing Bidders unless an agreement is reached. If contract discussions cannot be concluded successfully within 90 days, the County and LEMSA may discuss with the next highest-scoring Bidder or cancel the RFP.

The County is not required to award a contract to the Bidders submitting the lowest total pricing. Bidders are advised that an award may be made without discussion or contact concerning the proposals received. Accordingly, proposals shall contain the most favorable terms from a price and technical standpoint, which the Bidders can submit to the County. Do not assume that Bidders can clarify, discuss, or revise proposals.

Section 4: General Provisions and Assurances

4.1 General Information

- A. The County reserves the right, at its sole discretion, to reject any or all responses that are not compliant with the terms of this solicitation, to waive any informalities in the response and minor irregularities, technical defects, or clerical errors, to make an award based on the highest scoring Bidder. Any proposal rejections or waivers of response informalities, minor irregularities, technical error defects, or clerical errors shall be applied consistently and objectively for all Bidders.
- B. The County shall not be liable for any costs incurred by the Bidder concerning preparing and submitting the RFP.
- C. Each proposal must include the Bidder's name, address, and date and must be signed by an officer, partner, or agent authorized by the company, partnership, or organization.
- D. Each proposal must be submitted with forms provided (Section 9: Signature Forms).
- E. All responses and accompanying documentation submitted by the Bidders will become the property of the County and will not be returned. Evaluation shall be based on the material contained in the response. Bidders are instructed to disregard any prospective oral representations they may have received before the solicitation of the proposal.
- F. The cost for developing and preparing the response is solely the responsibility of the Bidder whether any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.
- G. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

4.2 Public Disclosure

Proposals will not be opened publicly. All public records of the County are available for disclosure except the contents of the responses received in response to an RFP, which are not open for public disclosure until the Contract between the awarded Bidder and the County Board of Supervisor's agenda.

The Bidder shall clearly mark any of the information within its response is proprietary; however, the County and/or SEMSC will be guided by the California Public Records Act and the definition of Trade Secrets under California Civil Code Section 3426.1, but in no case will the following be considered proprietary: a) the final cost of the bid or response; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

Financial statements may be marked CONFIDENTIAL on each page. SEMSC will only use financial statements to evaluate proposals and will undertake all reasonable measures to keep them confidential including the following: The financial statements will be segregated from the rest of the proposal and maintained in a file to which only the County's Chief Procurement Officer will have access. Copies of the financial statement will only be distributed to SEMSC as needed in

order to evaluate proposals and who will be required to return or destroy all copies immediately after completing their review. The financial statements will be destroyed two years after submission, unless prohibited by law. The financial statements will not be disclosed to anyone outside the County and/or SEMSC, unless required by law. The financial statements are exempt from disclosure under the California Public Records Act, Government Code section 7920.000 et seq. If County and/or SEMSC believes disclosure is required by law, for example in response to a subpoena or court order, the County and/or SEMSC will provide Bidders a reasonable opportunity to object to such disclosure and other actions to prevent or limit any such disclosure.

Pursuant to the California Public Records Act, Government Code Sections 6250 et seq., any Contract that eventually arises from this RFP is a public record. Also, all information submitted in response to this RFP is a public record without exception and will be disclosed upon request but only after contract discussions are complete. Submission of any materials in response to this RFP constitutes consent to release materials and a waiver of any claim that the information is protected from disclosure unless the items are marked proprietary. The entire proposal cannot be marked as such. Before disclosure of information marked as proprietary, Purchasing will notify the Bidder of the request and allow ten business days for the Bidder to justify in writing why it is not subject to public disclosure. Purchasing and County Counsel will review the justification before deciding. If found to be subject to public disclosure, Purchasing will notify Bidder should it wish to pursue an injunction to stop the information release. Furthermore, by submitting materials, the Bidder agrees to indemnify and hold harmless the County for releasing such information.

4.3 Qualifications of Bidders

The County may make such investigation as it deems necessary to determine the ability of the Bidders to provide the services requested herein, and the Bidders shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any response should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein. Any proposal rejection will be applied consistently and objectively across all Bidders. Examples include but are not limited to, falsification/exaggeration of qualifications, lack of financial solvency, inability to fund startup costs, lack of insurance coverage.

4.4 Disqualification of Bidders

A Bidder may be disqualified, and the response rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons (any disqualification shall be uniformly applied):

- Proof of collusion among Bidders, in which case all responses involved in the deceitful action will be rejected, and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- The Bidder or anyone acting on behalf of the Bidder has inappropriately influenced, attempted to influence, or done anything that might reasonably create the appearance of impropriety in the County's selection process at any stage.
- Lack of responsibility, performance, or cooperation as discovered through reference checks and investigations.
- Being 90 days in arrears on existing Contracts with the County or defaulting on previous

Contracts.

- Deliver its response after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

4.5 Integrity of Expenditure

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of public funds expenditures and to avoid favoritism or questionable or improper conduct.

4.6 Gratuities

Neither the Bidder nor any partner, officer, or manager of the Bidder shall give, directly or indirectly, to any County official any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

4.7 Conflict of Interest

The Bidder covenants that it presently has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of this proposal. The Bidder further covenants that if awarded a Contract resulting from this proposal, no person with any such interest is presently employed or shall be employed within the Contract term.

4.8 Federal, State, and Local Taxes

The awarded Bidders shall pay all taxes lawfully imposed upon it concerning this proposal or any product delivered with respect to the Contract. The County makes no representation regarding the exemption from liability to any tax imposed by any government entity on the awarded Bidders.

4.9 Compliance with Applicable Laws

The successful Bidders shall otherwise perform all obligations under the resulting Contract in compliance with all applicable federal, state, and local laws, rules, regulations, and policies. The parties shall execute any amendments necessary to implement such laws.

4.10 OSHA Requirements

All material, equipment, or labor submitted under this proposal by Bidders shall meet the required standards of Occupational Safety and Health Agency (OSHA) 1970 and CAL/OSHA 1973 as last revised. Bidders warrant that the described material, equipment, or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substances that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

4.11 Environmental Protection

Bidders awarded a Contract resulting from this RFP shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental

Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal agreements, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

4.12 Drug Free Workplace

The awarded Bidders must certify that they will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988.

4.13 Legal Considerations

Any Bidder, by submission of a response to this proposal, and any subsequent Contract that may be derived from this proposal, shall be deemed to have agreed to be bound by applicable sections of title 41, USC, and the laws of the State of California and the ordinances of the County in all respects as to the interpretation, construction, operation, effect, and performance. Any legal proceedings against the County or any state or federal agency regarding this proposal or any resultant Contract shall be brought in the California courts.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal or arbitration arising out of any Contract that may be awarded as a result of this proposal shall be tried in the County unless the parties agree otherwise or are otherwise required by law.

4.14 Emergency Ambulance Permit

Before the issuance of any purchase order and/or the performance of any Contract derived from this bid, the successful Bidders and their subcontractors shall be required to maintain an Emergency Ambulance Permit in accordance with San Joaquin County Ordinance 4563, Title 4, Div. 7, Ambulance. The County intends to authorize that no person shall maintain, conduct, or carry on an ambulance service, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a permit to operate.

Section 5: Special Provisions

5.1 Performance Security Provisions

- A. Each Contractor shall furnish, within 14 days of Contract execution, performance security in the amount of two million dollars (\$2,000,000) for Zone X and two hundred and fifty thousand (\$250,000) for Zone Y in any of the following forms. The performance bond shall be considered liquidated damages in the event of Contract default. Performance security options are:
- 1) Performance Bond: A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that the language of such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the County that Contractor's performance is dangerous to public health or safety, and recognizing that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County.
 - 2) Irrevocable Letter of Credit: An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the County and from a bank or other financial institution acceptable to the County.
 - 3) Cash Deposit: Cash must be deposited with an escrow holder acceptable to the County and subject to an escrow agreement approved by the County. Any interest earned on the cash deposited as the performance security shall accrue to the Contractor's benefit.
 - 4) Combination of the Above: Any combination must be acceptable to the County.
 - 5) If there is a legal limitation to furnishing performance security, for example, the County will waive the requirement if the Bidder is a government entity. Bidders are to disclose the legal limitation in the Bidders proposal.
- B. Whatever form of performance security is selected by the Bidders, the proposal shall indicate the chosen form. It shall include full and detailed documentation of the Bidder's ability to provide such security. Any performance bond furnished by Contractors in fulfillment of the requirements of each Contract for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon thirty (30) days advance written notice to the County. Not later than twenty (20) days following the commencement of the thirty (30) day notice period, Contractors shall provide to the County replacement security acceptable to the County in the form of a performance bond or one of the other forms or combination thereof, herein provided for. Failure to meet the bonding requirements after the cancellation of a bond shall constitute a breach of the Contract. Failure of the successful Bidder to meet these performance security requirements after the successful Bidder has been selected and before the Contract start date shall result in forfeiture of the award.

5.2 Emergency Takeover

If the LEMSA determines that a material breach, actual or threatened, has or will occur or that a labor dispute has prevented performance, the contract administrator will present the matter to the public health director. If the breach is of such a nature that public health and safety are

endangered, and after the Contractor has been given notice and reasonable opportunity to correct the deficiency, the matter will be presented to the County Chief Administrative Office (CAO).

If the County CAO concurs that a breach has occurred or may occur and that public health and safety would be endangered by allowing the Contractor to continue its operations, the Contractor shall cooperate fully with the LEMSA to affect an immediate takeover by the LEMSA of the Contractor's ambulances and crew stations. Such a takeover shall be affected within not more than seventy-two (72) hours after the Director decides to execute the emergency takeover.

In the event of an emergency takeover, the Contractor shall deliver to the LEMSA ambulances, supervisor and support vehicles, and associated equipment and supplies used in the performance of the Contract. Each ambulance shall be equipped, at a minimum, with the equipment and supplies necessary for the operation of ALS ambulances in accordance with LEMSA ALS Policies and Procedures.

Each Contractor shall deliver ambulances, facilities, and crew stations to the LEMSA to mitigate any damages resulting from the Contractor's breach. However, during LEMSA's takeover of the ambulances and equipment, LEMSA and Contractor shall be considered Lessee and Lessor, respectively. Monthly rent payable to the Contractor shall be equal to the aggregate monthly amount of the Contractor's debt service on facilities, vehicles, and equipment as documented by the Contractor at the Contract Administrator's request and verified by the County Auditor-Controller's Office (provided that the cost of contractor debt service does not exceed the fair market value of the rent for the facilities, vehicles, and equipment). The County Auditor-Controller's Office shall cause the disbursement of these payments directly to the Contractor's obligee. If an ambulance is unencumbered or a crew station is not rented, the County shall pay the Contractor fair market rental based on an independent valuation.

Nothing herein shall preclude LEMSA from seeking to recover from the Contractor such rental and debt service payments as elements of damage from a breach of the Contract. However, the Contractor shall not be precluded from disputing the Director's findings or the nature and amount of the LEMSA's damages, if any, through litigation. Failure on the Contractor's part to cooperate fully with LEMSA to affect a safe/smooth takeover of operations shall itself constitute a breach of the Contract, even if it is later determined that the original declaration of breach by the Director was made in error.

LEMSA shall have the right to authorize the use of vehicles and equipment by another provider. Should LEMSA require a substitute contractor to obtain insurance on equipment, or should LEMSA choose to obtain insurance on vehicles/equipment, the Contractor shall be "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

LEMSA agrees to return the Contractor's vehicles and equipment to the Contractor in good working order, with normal wear and tear excepted, at the end of the takeover period. For any of the Contractor's equipment not so returned, the County shall pay the Contractor fair market value of vehicle and equipment at the takeover, less normal wear and tear, or pay the Contractor reasonable repair costs or repair and return vehicles and equipment. LEMSA may terminate a takeover period and return facilities and equipment to the Contractor. The takeover period shall last no longer than LEMSA judges necessary to stabilize the EMS system and to protect public health and safety by whatever means LEMSA chooses.

All the Contractor's vehicles and related equipment necessary for providing ambulance services pursuant to this Contract are hereby leased to LEMSA during an emergency takeover period. The contractor shall maintain and provide to LEMSA a listing of all vehicles used in the performance of

this Contract, including reserve vehicles, their license numbers, and the name and address of the lien holder, if any. Changes in the lien holder and the transfer, sale, or purchase of vehicles used to provide ambulance services hereunder shall be reported to LEMSA within 30 days of said change, sale, transfer, or purchase. The contractor shall inform and provide a copy of the takeover provisions contained herein to the lien holder(s) within five (5) days of the emergency takeover.

Section 6: Submitting Proposal Responses

6.1 General Information

This section describes the required proposal response format. The proposal response shall contain the requested information organized by the prescribed section, subsection numbers, and titles. Any information provided beyond that required in the response shall be included in the "Optional Exhibits."

Each Bidder shall submit a complete proposal response, along with requested copies, providing all information requested and a full description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of the response when applied consistently and uniformly.

Proposal responses must be complete in all aspects. They may be rejected if they are conditional or incomplete or contain any alteration of form or other irregularities. Any such defect or irregularity constitutes a material deviation from the requirements. The response must contain all costs required by the proposal.

Exhibits not included in the proposal narrative shall be clearly labeled according to the sections and titles provided therein. The proposal shall be clear, complete, and consistent with the proposal content requirements.

A. Submission of Proposal

Proposal documents shall be submitted through the County's Purchasing and Services Procurement System.

B. Deadline to Submit Proposals

The deadline to submit proposals is 4:00 pm on the date provided in Section 1.4.
Proposals not received by the closing date and time will be rejected.

6.2 Number of Copies to be Submitted

Please submit an electronic copy of the proposal in Adobe Acrobat format (i.e., PDF) via the County's Purchasing and Services department. The proposal shall include separately uploaded files for the (1) narrative, (2) appendices, (3) financial statements, and (4) budget.

6.3 Response Format

The response must be developed on the forms provided in this package or must follow the proposal requirements in the order in which they appear in the proposal. Responses that do not conform to this format may not be evaluated. Responses must be formatted using letter-size format. The text shall be legible in size and style with standard margins. Every part of the response must be readable and of sufficient print clarity to allow document printing. Each page must be clearly and consecutively numbered. All responses must be submitted by the legal entity or authorized organization. Responses must be signed by the officer or officers legally authorized to bind the company, partnership, or organization.

Section 7: Proposal Content Requirements

To ensure that the comparison of proposals is as fair and complete as possible, all proposals shall employ the format described in this section. Proposals are limited to 200 pages, plus up to 200 pages for appendices. This page count does not include the cover letter, executive summary, required forms, and signed amendments. All appendices shall be included in a separate PDF file. Proponents shall address all items identified in this section to be considered responsive.

A. Signature Page

Bidders must complete and return the enclosed Signature Page (Form 1). The Signature Page must be signed by the officer or officers legally authorized to bind the company, partnership, corporation, or organization.

B. Signed Amendment(s)

Bidders shall acknowledge the receipt and acceptance of any amendments to the RFP. This can be a signed Exhibit listing the number and date of each amendment.

C. Cover Letter

Each proposal shall have a cover letter (no more than two [2] pages) signed by the authorized representative of the proposing firm or entity, legally authorized to bind the entity or firm contractually. This letter shall affirm the Bidders' complete understanding and acceptance of all terms outlined in the RFP, including the financial projections in the Bidders proposal. This letter must certify the completeness and accuracy of all information supplied in the proposal. The letter must state that the firm or entity has not violated conflict-of-interest statutes or ordinances. The letter must state that the proposal is a firm and binding offer to perform the services stated under the conditions specified in the proposal. Include the number of years that the Bidder has been in business or providing services under the present business or entity organizational name and any related business or organization names, if applicable. Describe any financial interests in any other associated companies or organizations. Failure to provide this letter may cause the proposal to be considered non-responsive.

- 1) Bidders shall ensure the placement of all signature forms required by the RFP in a section titled "Signature Forms" to follow the cover letter immediately.

D. Table of Contents

Each proposal shall incorporate a table of contents indicating where each required section is located. Any information not fitting logically into one of these labeled sections shall be appended to the proposal. Items such as charts, policies, and plans are encouraged to be placed in an appendix. All proposals shall include page numbers.

E. Executive Summary

Each response shall have an executive summary that describes, in summary form, the essential elements described below. The executive summary shall not exceed ten (10) pages in length.

The following questions and/or requirements must be answered in the order and format given.

- 1) Name and address of organization.

- 2) Name of the organization's liaison for the RFP. All questions and correspondence will be directed to this person.
- 3) Type of organization or legal entity (e.g., sole proprietor, partnership, corporation, government agency) and the state under whose laws the entity is formed.
- 4) List the names and addresses and share of ownership of all owners, shareholders, directors, officers, and the organization or entity. Include all DBAs. An organizational chart listing all entities and owners must be provided. If the Bidder is a corporation with thirty (30) or more shareholders, provide the title, names, and addresses of directors and officers only and indicate the share of ownership held by these individuals.
- 5) Provide names, affiliations, and all information noted in items 3 and 4 above of all other organizations proposed to provide subcontract services to this Contract.
- 6) List all organizations related to emergency and non-emergency ambulance transportation that any Bidder has currently or had any financial interest in for the past five (5) years.
- 7) A brief narrative description of the organization's financial holdings, proposed subcontractor's financial holdings if applicable, and an organizational chart depicting the organization's infrastructure, including multi-site operations. List all financial interests of the organization or parent organization in other related businesses above \$75,000.
- 8) Provide a detailed narrative description of the organization's current ambulance services or proposed subcontractor's ambulance service.
- 9) Describe the organization's key personnel or subcontractor's experience if applicable, to include Key Personnel in providing ALS-level emergency ambulance service under a clinical and/or response time performance-based contract serving an area with service conditions like San Joaquin County (e.g., geo-demographics, payer mix).
- 10) Identify whether the proposal is for Zone X, Zone Y, or both EOAs.
- 11) Describe the bidder's proposed local Key Personnel team, roles and responsibilities, and their backgrounds; include biographicals and attach resumes.
- 12) Describe emergency ambulance contracts entered by the organization, the organization's key personnel, or subcontractor if applicable, and/or the management team for this RFP with similar counties to San Joaquin during the past five (5) years for ALS pre-hospital delivery of emergency ambulance services showing year, type of services (e.g., 9-1-1, interfacility, combined), location, name and address of the contracting agency. This requirement can be met by providing key personnel or management team members who have had this same experience.
- 13) Provide details of any failure, default, breach, or refusal by the organization or the subcontractor, if applicable, to complete a contract.
- 14) Describe any litigation (pending or closed) involving the organization or any officers or proposed subcontractors concerning any contract or service performance during the last ten years.

- 15) List the vehicle accident rate per 100,000 miles driven for the organization and subcontractor, if applicable, for the past three years. Accidents are those reportable as defined by state law or insurance company policy.
- 16) List any commitments or potential commitments impacting assets, lines of credit, guarantor letters, or otherwise affecting the organization's or subcontractors' ability to perform the contract if awarded.
- 17) Using the following table below, document the number of ambulance responses/transport conducted by the organization, the organization's key personnel, or subcontractor, if applicable, in any contract or exclusive area with a similar performance expectation, population, geographical area, or transport volume during the past twelve (12) months. Identify each contract and exclusive area served on a separate chart (maximum of five jurisdictions).

Call Type	Responses	Transports
9-1-1 Non-emergency		
9-1-1 Emergency		
9-1-1 Backup/Mutual Aid		

Table 6

- 18) Provide Bidders and subcontractors if applicable, annual employee turnover rates by category of personnel, define "turnover," and explain how it is calculated.
- 19) Provide supporting documentation to demonstrate existing capabilities to furnish the scope of service similar to that required under this procurement.
- 20) List and state the current status and/or outcomes of any current or pending criminal litigation or investigations against any officer or manager of the Bidder and subcontractor, if applicable.
- 21) List and state the current status and/or outcomes of any criminal or civil litigation or investigations for Medicare/Medicaid statute or EMS Provider emergency ambulance service contract violations involving the Bidder, and subcontractor if applicable, and its personnel for the past ten (10) years in all operations.

F. Detailed Description of Proposal Sections

The proposals will be evaluated based on the extent to which the Bidder describes and demonstrates in detail the experience and credentials described below. The proposals will also be assessed based on the extent that the Bidder's describes key organization and local management personnel (which may include general partners, directors, officers, and principal management personnel) and demonstrates this experience or have participated in the Bidder's acquisition of this experience as management personnel. The criteria set forth below describe the minimum credentials and experience required to meet the minimum qualifications for the RFP. Each response must explain how and to what extent the organization and its key local management team meet or exceed these criteria.

Each of the sections in the table of contents is described below. This RFP requires Bidders to preserve or improve upon the current pre-hospital EMS system in every service category and to meet or, where possible, improve the quality of service. Thus, Bidders shall describe its

capabilities and agree to meet or exceed minimum service requirements. Failure to accept the County's minimum service requirements in any service category may be grounds for automatic disqualification. Such disqualification will be applied consistently and objectively across all Bidders. While additional commitments are not encouraged, all further obligations if offered, shall be separately stated within each section, and the costs and revenue associated therein shall be separately identified in the budget.

G. Bidder's Local Management Team, Credentials, and Experience

The Local Management Team, Credentials, and Experience Section allows the Bidders to submit information on their organization, management, and operational experience.

a. On-Site Key Personnel, Organization, and Local Management Team Description

Minimum: Bidders shall include job descriptions and resumes of the on-site and off-site management team that will oversee operations, clinical quality, training, vehicle maintenance, and management of administrative services (e.g., data processing, billing, and collections) involved in the provision of services to the EOA. Bidders shall specify which key personnel listed above will be full-time on-site (i.e., in San Joaquin County) vs. off-site, if applicable. *There must be sufficient continuous quality improvement staffing to administer all aspects of the clinical metrics and standards set by this RFP.* At a minimum, there shall be one (1) full-time clinical person for every thirty thousand (30,000) patient contacts annually. The qualifications of the key personnel are a significant consideration for the review of this section.

b. Field Supervision

Detail how Bidder shall provide prehospital field supervision.

Minimum: At a minimum, there will always be one (1) paramedic supervisor available in each EOA for every 12 ambulance units on duty (e.g., if peak deployment is between 13 and 24 units at any time, the number of paramedic supervisors would need to be two during that period). Bidders shall propose names and qualifications of field supervisory staff anticipated as part of this proposal. At a minimum, the LEMSA expects one prehospital ambulance field paramedic supervisor to be on duty 24/7. The job description shall require being in the prehospital setting communicating, supporting, educating, observing, providing outreach to first responders and hospitals, responding and participating in disasters and multi-casualty incidents, and running calls with EMS crews at least 50 percent of the time. The field paramedic supervisors shall always be immediately available within the EOA to respond to Multi Casualty Incidents (MCI), disasters, and any request by the LEMSA or public safety personnel from within the EOA or hospital ED personnel. They shall be authorized to represent one of the Contractors. The field supervisors shall not be assigned an ambulance shift or provide minimum staff for an ambulance.

c. Credentials and Experience

Detail Bidders' credentials and experience and/or compliance with each of the following:

1. Describe experience of the Bidder, key personnel, or subcontractor, as an ALS emergency ambulance service provider.

2. Describe experience of the Bidder, key personnel, or subcontractor, providing 9-1-1 emergency ambulance service at the ALS and tiered ALS-BLS levels.
3. Describe experience of Bidder, key personnel, or subcontractor, providing emergency ambulance dispatch services (EOA Zone X Only)
4. Describe experience providing a high level of clinical performance as measured by past clinical performance measures/KPIs and expertise as required in this RFP.
5. Describe financial strength, stability, and reputation.
6. Describe experience of Bidder key personnel, or subcontractor in 911 emergency ambulance service system management, vehicle maintenance, and billing/accounts receivable management. If any of these services will be provided through an external contract, identify those vendors, detail history working with them, and confirm they have the capacity and capabilities to meet the needs of the services bid.
7. Describe experience of the Bidder, key personnel or subcontractor, providing a high level of performance in emergency ambulance resource management.
8. Describe experience and commitment to maintaining quality personnel.
9. Describe any instances in the last five years where the Bidder or its subcontractor has been found in breach of contracts with an oversight agency.
10. Describe debts owed or encumbered related to any 911 emergency ambulance service contract in detail.

H. Bidders' Compensation Package and Working Conditions

All bidders must comply with Resolution R-24-88 EMS - AB389 Policy on Contracting for Emergency Ambulance Services. The purpose of the Bidders' Compensation and Working Conditions Sections is to:

1) Compensation Package

Detail Bidders' compensation packages that are available to all personnel.

Minimum: Describe how Bidders wages, benefits, shift schedules, and expected productivity will attract and retain experienced personnel, especially existing employed paramedics and EMTs, in the County. The Contractor shall devise a wage and benefit package to encourage personnel to remain within the local EMS system, reduce the turnover rate, and meet all applicable state and federal laws (e.g., Fair Labor Standards Act). Bidders must submit their employee turnover and vacancy rates for the past five years for all categories of personnel and the salary levels (current and proposed) for entry-level personnel, supervisors, middle management, and top-level local management for all personnel. At least 51 percent of field staff must be full-time employees, not part-time or contracted. Bidders shall provide a specific personnel plan that compensates personnel commensurate with area expectations and produces low attrition. Wages should be structured to recognize multi-cultural capability

commensurate with the needs of the County. The Contractor shall supply multi-cultural sensitivity training to its employees.

2) Incumbent Work Force

Detail Bidders plan to address the incumbent emergency ambulance workforce.

Minimum: Successful Bidders will give a preference for currently employed EMTs, paramedics, and dispatchers in San Joaquin County. Bidders shall provide specific plans for this effort in their proposals. Bidders must make and document their best efforts to afford job opportunities to members of the incumbent workforce interested in employment in the new EMS system. Describe any employment consideration provided to existing supervisors or managers within the new organization and at what level to preserve the level of expertise within the County. The wages and benefits shall be comparable to those of the region or higher. Proposed staffing levels shall be, at minimum, equivalent to the existing approach to staffing. As this subject is an essential aspect of the analysis of proposals, plans for a smooth transition of the workforce must be detailed. Bidders must meet with the incumbent workforce's recognized employee organization or official representative to review and discuss the collective bargaining agreement of the incumbent workforce. There will also be a request and review of other collective bargaining agreements for emergency ambulance service employees in the region. To the extent allowed by law, Bidders shall provide for the recruitment and preservation of the seniority status of the incumbent workforce. Successful Bidders must certify compliance with these points before the County Contract award.

3) Work Force Diversity.

Detail Bidder's commitment and efforts toward Work Force Diversity.

Minimum: All Bidders must submit evidence that a plan is in place and consistent with currently applicable federal, state, and local laws and regulations to promote diversity of personnel in the organization, including methods for meeting this need and anticipated timelines.

4) Workload Management, Employee Wellness, and Scheduling Practices

Detail Bidders Workload Management, Employee Wellness Programs, and Effective Scheduling Practices. The Contractor shall support employee wellness through mental wellness programs, effective fatigue policies, and ensuring that shift schedules do not impair EMS personnel which could increase the rate of accidents, injuries, medication errors, or other negative impacts.

Minimum: The Bidders shall describe their approach to ensuring the mental wellness of their personnel, especially scheduling. This shall include workload management, mental health, and PTSD avoidance. The proposal may include examples of existing programs at other Bidder locations, locally proposed programs, maximum UHU for 24-hour units, and the planned expenditures in the budget file. Bidders shall describe their approach to avoiding fatigue and mandatory overtime, including using part-time employees, subcontracting, etc. The safety and wellness of the workforce and patients are crucial and are of utmost importance. Bidders are required to provide a comprehensive response for employee wellness. Bidders must share their approach to shift length, required rest periods between shifts, and any mandatory shift hold length. The Bidders must have a policy and monitoring system to prohibit staff from working more than 48 out of 60 hours (including outside employment). Bidders shall have and enforce an operational policy to ensure on-duty staff is

always rested and response-ready, regardless of shift length and/or work schedule. The bidder policy shall include a mechanism for on-duty staff to be relieved from response duties if fatigued.

I. Bidders Training Programs

Detail Bidder's internal training programs.

Minimum: The bidder shall detail plans to furnish, in-house or by approved subcontract, an in-service training program plan that will allow field personnel to meet the State of California and LEMSA recertification or accrediting requirements⁶. This shall include leadership development, personnel management/life skills, etc. Bidders shall also detail an approach to cooperating with the current LEMSA continuing education program.

J. Response-Time Commitment and Liquidated Damage Accountability

Detail the Bidder's plan and commitment to maintaining compliant response times, performance standards outlined in this RFP, and accountability for liquidated damages in accordance with the provisions outlined in this RFP.

Minimum: Bidder shall commit to the requirements for response time performance and all associated liquidated damage assessments on calls originating within the EOA, which are set forth herein. The Bidder shall submit their plan for the location(s) and housing of field staff and units to meet response-time performance. Bidders shall submit a detailed system status plan (SSP), including the number of units on duty by hour and day, the post locations used, the priority of post locations, move-up triggers, and the rationale for the SSP.

K. Fiscal Strength

Detail the Bidders organization's fiscal strength and subcontractors' fiscal strength if applicable, highlighting features of the financial statements and documents provided as required and other aspects of the Bidding entity that would allow evaluation of its fiscal viability to initiate, operate, and sustain the scope of this RFP and subsequent Contract.

1) Cost and Revenue Forecasts

Detail all of the Bidder and subcontractor (if applicable) costs and all revenue sources.

Minimum: All projected costs and revenue must be listed, and all assumptions must be documented for the initial five (5) year period of the Contract. Since cost and revenue projections will be compared among all Bidders, the County requires that information be provided in a format and with the level of completeness and detail specified herein.

The Bidder must describe and document all costs and cost estimates necessary for providing services required by the Contract, separating costs and charges for alternatives. The County requires all Bidders to present detailed costs by budget category to demonstrate the costs and costing assumptions (by line item) to determine rates and rate assumptions. Actual costs must be provided by line item and then broken down on a per-call basis so that the County may determine the cost impact per call on all costing assumptions. Costs and proposed charges for alternative performance standard plans and any other alternative plan shall be specified separately.

⁶ <https://www.sjgov.org/departments/ems/policies>

All revenue sources must likewise be fully described. The County assumes that patient care fees will be a significant component of Contract financial stability and flexibility. All patient fee revenue projections must be based on the assumptions provided in this RFP and must be consistent with volume-related cost projections. Bidders must identify all other revenue sources supporting their proposed budgets and explain how they will change because of this commitment.

Bidders must describe all revenue sources (direct and in-kind) and document working capital needs and sources for the startup of this Contract and/or any changes anticipated for this Contract, plus any sponsoring organization's commitment to Contract financing (if any) and the legal authority to continue this commitment throughout the term of the Contract.

Note: Proposals shall submit charge data broken down on a call basis using a spreadsheet format to show the stepping down of all costs to a per-call basis. (See Exhibit 7)

2) Budget and Financial Statements

Bidders shall submit and detail the first year's budget and provide the LEMSA with a complete set of financial statements.

Minimum: Bidder shall submit three (most recent) consecutive years of financial statements, of which the most recent year shall be a fully audited financial statement and shall include all required disclosures if provided with the original audit. The remaining two years of financial statements shall be reviewed, as defined by the American Institute of Certified Public Accounts (AICPA). If a Bidder does not have a fully audited financial statement conducted within the past three years, submit an independently reviewed statement in its place. Note: Reviewed statements, instead of an audited statement, shall be subject to the limited interpretation that the statements offer. All Bidders shall be aware that the documents requested will confirm the soundness of their current financial positions. The County will only award the Contract to an organization demonstrating the financial capability to operate successfully. Bidders shall submit all required financial information in a separate PDF file. The county shall have the right to audit the prospective Contractor's financial and other records.

FINANCIAL STATEMENTS SHALL BE PLACED IN A SEPARATE PDF FILE AND NAMED "[BIDDER'S] FINANCIAL STATEMENT." FAILURE TO SUBMIT FINANCIAL INFORMATION AND IN THIS MANNER WILL BE CONSIDERED "NONRESPONSIVE," RESULTING IN PROPOSAL REJECTION.

3) Financing

Detail Bidder's financing capability and sustainability.

a) Capital Financing

Minimum: Bidders shall detail the source of capital to meet the initial investment and ongoing capital needs of the operations within the proposal. It is the Bidders' responsibility to conclusively document the source, the availability of the capital, and the firm commitment of the source or sponsoring agency, as appropriate.

b) Rate Adjustment

Minimum: Bidder shall commit to the rate adjustment structure of this RFP. During the term of the Contract, the Contractor will be allowed annual opportunities for rate adjustments based on the average of 1) the San Francisco Area for All Urban CPI and 2)

the U.S. for All Urban Medical Care Services CPI in the most recent 12 months. The CPI rate will be adjusted based on the most recent 12-month Contractor payor mix for Medi-Cal and private-pay/charity percentages. This approach compensates for these two payor sources' lack of new revenue. For approval of the new rates, the Contractor shall demonstrate that the increase will not exceed the net revenue cap outlined below. The table below is an example of rate adjustment.

Rate Adjustment Example	
San Francisco Bay Area CPI 12-month change	3.1%
Divided by (100% - Medi-Cal/Private Pay)	50.0%
Rate Increase	6.2%

Table 7

The Contractor may propose rate changes to the LEMSA no more frequently than annually unless the Contractor can demonstrate to the satisfaction of the LEMSA that, due to extraordinary changes in reimbursement or the cost structure of the Contractor's operations which were beyond the control of the Contractor, an undue financial hardship would be placed on the Contractor in the absence of an immediate rate consideration. No rate increase will be considered for the first year of the contract.

To ensure a fair and appropriate cost to residents and visitors to the County, the Contractor's reported revenue surplus will be considered before any rate change. Any increase shall be held to the anticipated annual revenue surplus of eight percent (8.0%) received through this Contract with the County. This surplus includes a limit of 15% on parent organization general, administrative, and operating (GA&O) expenses. Any GA&O expenses exceeding 15% will not be included when determining profit margin. If the Contractor's annual financial statements indicate greater than eight percent (8.0%) surplus, a rate increase shall not be made. The Contract Administrator shall either require a rate reduction to bring the revenue surplus under eight percent (8.0%) moving forward OR reinvest the surplus into the EMS system (e.g., field staff salaries, public-access defibrillators) to maintain the revenue surplus cap moving forward.

If a Contract extension is approved, the rate of reimbursement for additional terms left out of the Contract shall be finalized with the Contractor based on the following:

- a) Actual expenditures by the Contractor, as documented during the first Contract term and approved by the Contract Administrator.
- b) Changes in stated program requirements.
- c) Other reasonable costs or increases in price over which the Contractor has no control.

The LEMSA shall ensure, by audit, that all cost increases are reasonable and necessary to continue the Contract.

4) Insurance Documentation

Detail Bidder's insurance requirements.

Minimum: Bidder shall provide a copy of their Certificate of Insurance, including all waivers and endorsements. Bidders will provide their insurance policy with self-insured

retention (SIR) documentation if applicable. The limits shall meet or exceed the following amounts:

- a) Commercial General Liability: \$5,000,000 combined single limit/\$5,000,000 aggregate
 - b) Commercial Automotive Liability: \$5,000,000 combined single limit
 - c) Workers' Compensation: as required by state law
 - d) Professional Liability/Medical Malpractice: \$5,000,000 each occurrence/ \$5,000,000 aggregate
- 5) Other Financial Information

Bidders may submit any other financial information that the Bidders considers relevant.

L. Emergency Ambulance Dispatch Services

Bidders for EMS EOA Zone X must provide in their proposals a comprehensive plan to ensure the following emergency ambulance dispatch services and functions are maintained and performed.

- 1) Meet minimum requirements for the Emergency Ambulance Dispatch Center as required by LEMSA policy
- 2) Obtain within 18 months and maintain medical Accredited Center of Excellence (ACE) accreditation by the International Academies of Emergency Dispatch (IAED)
- 3) Provide dispatch services for all emergency ambulance providers in San Joaquin County
- 4) Provide the rates to be charged for cost recovery of dispatch services to all emergency ambulance providers in San Joaquin County.
- 5) Provide Medical Priority Dispatch (MPDS) and EMS 911 call processing as needed
- 6) Provide digital recordings of all emergency and non-emergency phone lines and all radio frequencies/channels
- 7) Provide single-point ordering for all EMS air ambulance requests in San Joaquin County
- 8) Provide disaster control facility (DCF) functions for San Joaquin County as required by LEMSA policy
- 9) Provide comprehensive and complete CAD-2-CAD data and GPS interfaces with all public safety dispatch centers that provide EMS call processing and first responder dispatch
- 10) Provide EMS data interfaces to LEMSA EMS data repositories
- 11) Provide EMS Duty Officer call intake and notifications as required by LEMSA policy
- 12) Provide reports and other information as requested by the LEMSA
- 13) Provide supervisory or management representatives to meetings and planning sessions as requested by the LEMSA

M. Vehicle and Durable Equipment Maintenance and Management

Detail Bidders and subcontractors, Vehicle and Durable Equipment Maintenance and Management programs if applicable.

Minimum: Bidder shall describe, in detail and with brand names, the major durable equipment items to be furnished and the scheduled replacement policies related to each equipment class. Bidders shall provide the internal policy, which shall govern, throughout the term of the Contract, vehicles fully stocked, equipped, and call-ready fleet size as a percentage of maximum scheduled peak-load unit coverage requirements for the EOA. This shall be at least 133% of the expected peak-load unit scheduling, and no more than 50% of the reserve fleet can be unavailable at any time. To ensure the greatest surge capacity, all units shall be appropriately fully stocked and ready for deployment, regardless of primary or reserve. The Bidder shall describe the overall vehicle fleet maintenance and management program And their plans to meet the needs of bariatric patients. Proposals shall include a sample ambulance wrapping or graphic design.

N. Billing/Collection Program and Data Integration

Detail Bidders proposed data processing, billing, collection, and accounts receivable management system.

Minimum:

- 1) The system shall generate and electronically bill Medicare and Medi-Cal statements.
- 2) The system shall be HIPAA compliant during the contract term and as required by law.
- 3) The system shall handle third-party payers, self-pay patients, special contracts, diagnostic-related group (DRG) transports, and other special arrangement language offered by the Bidders.
- 4) Itemized statements shall list all procedures and supplies employed unless included in the base rate.
- 5) The system must be capable of responding to patient and third-party payer inquiries within 48 hours regarding the submission of insurance claims, dates, types of payments made, and other inquiries.
- 6) The system must provide daily, monthly, and annual reports that furnish clear audit trails, including details of payments and adjustments experience.
- 7) The system shall provide regular reconciliation between "run" and other production and patient data. An audit trail shall exist linking reported transports and calls to billed transports and calls, with exceptions noted.
- 8) The system shall support monitoring employee accuracy and completeness in gathering required operations.
- 9) The system shall facilitate the updating of account types, addresses, and other pertinent patient and third-party payer data.
- 10) The system shall include procedures and reports to process accounts requiring special attention. These procedures shall cover at least the following:
 - a) Assignment of follow-up based on accounts receivable aging reports
 - b) Reminder mailings

- c) Telephone collection methods
- d) Policy regarding the use of collection agents
- e) Policy regarding write-off of accounts receivable
- f) Identifying and pursuing alternative third-party payments and other reimbursements
- g) Policies for hardship cases, charity care, and write-offs

- 11) Bidders shall prohibit on-scene collections.
- 12) Billing and collection data shall be tracked using a record identifier to dispatch data.
- 13) Bidders shall monitor their personnel for any exclusion as a provider of medical services under Medicare or Medi-Cal.
- 14) Bidders shall describe their approach to resolving claims before patients are sent to collections.

O. Initial System Status Plan (SSP)/Unit Hour Commitment

Detail the Bidders' initial ambulance coverage plan to be in effect during the first three months of the Contract term and unit-hour commitment.

Minimum: Bidders shall detail the initial ambulance SSP for the EOA and specify the minimum weekly unit-hour coverage to be initially deployed. Contractors must meet or exceed this plan during the first six months. The SSP may deploy more unit hours per week than contractor projects, which will be needed later in the contract.

P. Integration with Behavioral Health

Detail Bidder's commitment and coordination with local Behavioral Health.

Minimum: Coordination with the County Behavioral Health Services is necessary to meet the community's mental health needs. Bidders shall describe existing relationships that support enhanced behavioral health with other clients. The bidder shall specify how it coordinates with behavioral health public agencies and addresses frequent EMS system users. Include demonstrated experience within other EMS systems working with mental health caregivers.

Q. Commitment to the EMS System, Community Education, and Training Programs

Detail Bidder's commitment and planned involvement in and support of first responder agencies, hospitals, and community education and service programs.

- 1) Commitment to the EMS System

Detail Bidder's Commitment to EMS System.

Minimum: Bidders shall detail a methodology for integrating its services with existing first responder public agencies, including fire departments, police agencies, 9-1-1/PSAPs, and hospitals. Specific plans must be submitted with prioritized objectives. These commitments must include specific procedures for personnel conflict problem resolution. A commitment and process for supporting first responder training needs and training schedules must also be described. These requirements would be subject to LEMSA approval. Commitments for ongoing liaison with the allied agencies must also be stated. Commitments to disposable EMS item re-supply as described in the First Responder Section shall be explained here

2) Community Education

Detail Bidder's commitment to Community EMS education.

Minimum: Bidder shall detail plans involving the community in "pre-EMS" education. Bidders shall describe their commitment to time, resources, and programs to improve the care provided in the community before EMS arrival. The contractor must complete at least 24 hours of community education monthly (reported annually). This minimum level shall be achieved without using on-duty ambulance crews or field supervisors to preserve EOA resources. Examples may include public events, school tours, MCI exercise participation, first responder in-service training, bystander and school-partnership cardiopulmonary resuscitation (CPR) classes, "Stop the Bleed" campaign, helmet safety, public access defibrillation (PAD), etc. Ideally, other EMS stakeholders will be offered the ability to participate in community events and utilize the Contractor's materials to provide more educational opportunities. The LEMSA and its EMS committees may also be involved in identifying essential topics that will most benefit the community. Ambulance standbys at events would not qualify unless it contains a formal education component. The Contractor must participate in CQI and other EMS committees.

Bidder shall detail MCI planning activities. The Contractor may be expected to continue and/or establish tactical EMS programs with local law enforcement. The Contractor will be required to maintain a supply cache in an orderly and complete fashion to serve its own needs for a minimum of 30 days in case of disasters or interruptions in the supply chain. The medication cache must last at least 15 days. The Contractor will be required to complete this requirement within six months of Contract execution with the County. Within the first 12 months of Contract implementation, the Contractor shall develop an internal disaster response plan. Contractor shall maintain a cache of portable radios with summary of EMS system information to distribute to one Ambulance Task Force or Strike Team as needed (Minimum six portable radios and system information and maps)

3) Training Programs

Detail Bidder's commitment and participation in Training Programs.

Minimum: Training the next-generation paramedics is vital to a healthy EMS system. As such, the Contractor is expected to work with all paramedic training programs and the LEMSA to train and educate their students to complete internships successfully. Bidders shall detail how it will ensure adequate paramedic preceptors, accreditation officers, and adjunct skills instructors for this demand. Bidders shall also detail their commitment to perform LEMSA paramedic orientation and skills review education.

R. Proposed Patient Charges and Rates

Detail Bidders proposed patient charges and rates.

Minimum: The County requires all Bidders to use the same assumptions for equitable proposal comparisons. The Bidders shall assume no general County subsidy for this RFP. This RFP encourages proposals that balance service, cost, and subsequent rate charges. This RFP requires a well-defined rate system that assures no "overcharging." Patient rates are an expected element of this proposal, subject to approval and incorporation in the Contract with the County. The bidder shall state the rates and charges it proposes to set for its services listed in Exhibit 5 and provide detailed information justifying those charges. The rates will include supplies and

equipment utilized during patient care (see [Exhibit 5: Current Rates](#)). Bidders must use the assumptions below to allow equitable comparisons among various proposals. If the Bidder believes that any of these assumptions would lead to charges set by the Bidder that are too high or too low, the Bidder may so state and shall then explain what changes should be made to the assumptions or to the proposed rates to set the rates at a more appropriate level. The assumptions to be made by the Bidder and other considerations that shall enter the setting of charges are as follows:

- 1) **Number of calls/transport:** The number of annual responses and transports for the calendar year 2023 is provided in Table 8 for purposes of proposals and evaluation only. No guarantee of future call volume, revenues, or results is made.

Service Type	EOA	Responses	Transports
9-1-1	X	68,935	52,523
9-1-1	Y	9,209	6,543

Table 8

Please see [Exhibit 1](#) for the current ambulance providers' historical response and transport data. The data are provided without guarantees or promises of accuracy. Bidders are encouraged to review the CAD data provided to ascertain the most accurate information.

- 2) **Mileage:** An average of 10 transport miles will be assumed to evaluate the proposals.
- 3) **Base rate:** Assume that charges shall be consistent with the level of service provided to the patient, not the level of readiness offered by the Contractor. This will be a bundled base rate, including all supplies and equipment other than oxygen. For the sake of the required budget, assume 65 percent of all 9-1-1 transports are ALS and 35 percent are BLS.
- 4) **Treat Non-transport rate:** Bidders must propose a treat non-transport fee for circumstances where services are requested and provided at the scene, but transportation is refused or unnecessary. Define when this is charged (e.g. when treatment is provided, but there is no transport – cardiac arrest, diabetic patient).
- 5) **Oxygen:** Estimate 10% of all calls require oxygen
- 6) **Assignment:** All Bidders must agree to accept assignment from Medicare and Medi-Cal.
- 7) **Average charges:** The Bidder shall calculate the average charge per call if the charges set by this RFP and the charges proposed by the Bidder were implemented. The computation must use standard formulas and the above assumptions regarding call volumes and frequency of the various charges. The computations must be outlined in this section.

S. Commitment to Clinical Quality/Innovation

In this section, the Bidders shall demonstrate the level of clinical sophistication that its field and management staff will possess. The LEMSA is placing a significant emphasis (and related proposal scoring weight) on the clinical sophistication of the provider. There is data-driven research justifying specific care paths in a timely manner for EMS patients. Contractors must demonstrate a significant commitment to field, supervisor, and manager resources to drive clinical excellence through training, education, proactive steps, retrospective chart reviews, etc. Specifically, detail the percentage of time budgeted for each supervisor and manager related to quality.

- 1) Commitment to Clinical Quality
The Bidders shall prepare a continuous quality improvement (CQI) plan meeting the standards consistent with the California Code of Regulations Title 22, Chapter 12, Section §100402, and in addition, the plan shall describe:

- a) new hire training and orientation
- b) a management philosophy and approach focused on achieving an environment of continuous improvement and innovation
- c) continuous learning and development of staff and management
- d) service to all internal and external EMS providers and customers
- e) commitment to participate in and contribute to the LEMSA CQI process
- f) commitment to cooperate with system research

The plan shall include internal mechanisms such as the contractor CQI manager, CQI committee structure and process, prospective training and education efforts, concurrent and retrospective review, establishment of performance indicators and development of personnel performance improvement plans, personnel development, problem identification, needs assessment, education/compliance remediation, problem resolution, and the documentation and tracking of implementation strategies and outcomes.

- g) Required Liaison
 - (1) San Joaquin County EMS Agency
 - (2) Base Hospitals, Receiving Hospitals, and Specialty Care Centers
 - (3) First Responder Agencies
 - (4) Communications Center PSAP
 - (5) Public Health
 - (6) Law Enforcement Agencies

Additionally, this plan shall include the following elements:

- h) Patient Rights
The Bidder shall include a policy on the client/patient rights, which shall, at a minimum, provide the following:
 - (1) fast, effective medical treatment and transportation to a facility of their choice (unless this conflicts with LEMSA policies), regardless of ability to pay
 - (2) full information regarding the immediate treatment needed with the right to refuse any treatment or service
 - (3) full explanations of bills about which the patient has questions
 - (4) confidential treatment of medical records
 - (5) listening to patients during transport or later and answering all questions promptly
 - (6) billing insurance or third-party payer as part of the service to the patient

- (7) charity care policies and thresholds (e.g., 300 percent of the Federal Poverty Level) for patient bill write-offs and discounts
- (8) retention of patient records and patient access to their records

Copies of these policies shall be described in the Bidder's proposal.

2) Clinical Performance Measures

As part of the service delivery, the LEMSA desires to improve patient outcomes by identifying, monitoring, and implementing clinical performance measures that are data-driven and clinically proven to be effective (see Contractor Report Card, Exhibit 6). Describe Bidder's current efforts and results in implementing clinical quality improvements that have increased clinical performance measures.

The bidders are expected to be vital in improving the overall EMS system clinical standards by meeting and exceeding the key performance indicators. The Bidder's selected CQI physician shall have the necessary local experience working with EMS crews to oversee a strong clinical program with excellent care review and field crew education.

3) Innovation

The EMS stakeholders are committed to constantly reviewing and improving EMS services for the community. Bidders shall describe their role in other operations, providing innovation and striving to meet the community's needs. Ultimately, the EMS system must do what is right for the patient, and the selected Bidder will be a critical partner in that endeavor.

Minimum: Bidder shall agree to partner with the LEMSA and its EMS stakeholders to review and improve the EMS system. As other best practices are implemented locally, Bidder shall agree to share information and support these programs. This includes actively participating in any EMS innovation committees established by the LEMSA and its EMS stakeholders. If a program impacts expenses and revenue, such as a decrease in transports, the Contractor agrees to negotiate with LEMSA for a "net zero" change in profit margin.

T. Bidder's Qualifications

Bidder shall provide a concise statement demonstrating that Bidder's organization and subcontractor, if applicable, have the minimum qualifications, experience, and capability to perform the requirements of this proposal. The following sections must be included:

1) History

Provide a brief history of Bidder's organization, including years in business. State whether the organization is an individual proprietorship, partnership, corporation, government entity, or other type, and the date it was formed or incorporated. Provide a statement on any judgment, litigations, licensing violations, or other violations, outstanding or resolved, against the organization in the past five (5) years in this service area. If the Bidder is not currently operating in this service area, Bidder is to provide the same information in regard to a comparable location.

2) Background and Experience

A summary of relevant background information describing experience of the organization, key personnel, or subcontractor, of significant accomplishments and/or activities, like the requirements set forth under this proposal, demonstrates the organization's ability to provide the service described in the response.

3) References

Specifically related to the organization's or subcontractor's, if applicable, current and existing:

- a) Contracts
- b) Clinical performance as an emergency ambulance provider
- c) Quality assurance/improvement program effectiveness
- d) Response-time performance
- f) Vehicle maintenance and replacement program
- g) Relationships with first responder agencies
- h) Organization's local and/or national reputation as a provider of emergency ambulance services
- i) Relationship with labor organizations
- j) Relationship with LEMSA

Note: Letters of reference must include the following:

- a) Be signed and dated by the author
- b) Fully disclose any direct or indirect business or financial relationship between the author or organization and the Bidder
- c) Describe the extent to which the author/organization is familiar with the Bidder and the Bidder's work/performance

Note: Letters of reference will not be supplied by or considered from the County staff members.

U. Performance Security Method

The bidder shall describe its intended method of satisfying the performance security requirements identified in the RFP, as detailed in Section 5.1.

V. Contract Provisions

The County and the LEMSA reserve the right to make further, non-substantive refinements to the final Contract as necessary (e.g., required reports, frequency/format of reports, community education specifics, definitions, clarifications, clinical and performance standards).

Section 8: Award, Selection, and Evaluation Criteria

8.1 Basis of Award

The highest-scoring Bidder for each EOA will be awarded. The County is not obligated to accept the lowest-cost response.

The County reserves the right to reject any or all responses that are not compliant with the terms of this solicitation, to waive any informalities in the proposal and minor irregularities, technical defects, or clerical errors, to make an award based on highest scoring Bidder. Any proposal rejections or waivers of response informalities, minor irregularities, technical error defects, or clerical errors shall be applied consistently and objectively for all Bidders. False, incomplete, or non-responsive statements concerning the response may be deemed sufficient cause for rejection. The County shall be the sole judge in making such a determination.

The County reserves the right to cancel or discontinue the proposal process at any time and reject any or all responses.

8.2 Selection of Evaluation Committee

An Evaluation Committee consisting of five objective and experienced EMS system experts selected by the County that include the following members will be established:

- 1) Fire Service Officer
- 2) Hospital Administrator
- 3) EMS Medical Director
- 4) LEMSA Administrator
- 5) Public Health Officer

All Evaluation Committee members will be thoroughly screened for conflicts of interest. The Evaluation Committee will determine the successful Bidder based on the highest overall score after the evaluation.

8.3 Evaluation Criteria

The Evaluation Committee will consider only those proposals that have been considered by the San Joaquin County Purchasing and Services Department as responsive to the RFP. Responsiveness includes attention to detail in following the proposal content requirements. The Evaluation Committee may also contact and evaluate the Bidder's and the subcontractors' references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. Any clarifications shall be applied consistently and objectively for all Bidders. The Bidder shall agree to provide any other information the County determines is necessary to accurately determine the prospective Contractor's qualifications to perform services. The County may ask, and Bidders shall respond to clarifying questions regarding any portion of their Proposal.

8.4 Proposal Evaluation Process

A. Evaluation Committee

The Evaluation Committee may include non-evaluating subject matter experts from San Joaquin County, including, but not limited to, County Public Health executive, County

Administrative executive, (non-bidding) public safety representative, local hospital representatives, and other technical consultants as may be appropriate. Subject matter experts will not evaluate the proposals, and they will only provide local expertise as requested by the Evaluation Committee members to fully appreciate the benefits or weaknesses of any specific proposal components. Non-evaluating subject matter experts must keep all information and discussions confidential.

B. Conflict of Interest

All Evaluation Committee, advisory group members, subject matter experts, and other parties involved with evaluating proposals shall be carefully screened by the County for potential conflicts of interest. Each evaluation participant must complete a disclosure statement on the issue of conflict of interest. The County shall evaluate any identified potential source of conflict. Those potential evaluation participants with a material conflict of interest, as determined by the County, will not be allowed to participate in the evaluation process.

C. Evaluation of Proposals

All proposals must specify capabilities to meet or exceed the specified minimum standards identified in this RFP. Each proposal must provide enough information to demonstrate that the Bidder and their management team have the credentials, experience, scope of service, and financial capabilities for this Contract to complete an initial screening and evaluation process. Each member of the Evaluation Committee, except the non-evaluating subject matter experts, shall evaluate individual proposals.

The Evaluation Committee may request the bidders to present. , Every Bidder will be allowed forty-five (45) minutes of presentation and up to ninety (90) minutes of questions and answers by Evaluation Committee members. The oral presentations will be used to update the written proposal scores to calculate the final scores.

Bidders may include up to eight (8) staff people; however, at a minimum, the chief executive officer or equivalent, chief financial officer, and anticipated manager of the EOA shall be present. The order of presentations will be determined by random drawing.

Bidder presentations are not public meetings; attendance will be restricted to County staff, Bidder staff, subject matter experts, and the Evaluation Committee.

The Evaluation Committee will not allow public testimony or the introduction of any new materials or information. The County reserves the right to obtain clarification of any point in a response or additional information necessary to evaluate a proposal properly. The Evaluation Committee shall make its determination to the County and LEMSA, including rejecting any or all responses. Possible causes for rejection include not following instructions, omissions, inaccurate information, and misleading statements or implausible financials. Any rejection will be applied equitably across all proposals. The application of criteria and rejection will be applied consistently to all proposals.

D. Proposal Scoring Process

The County Purchasing and Services Department or its designee will review all proposals for completeness and review credentials (pass or fail) before the Evaluation Committee reviews any response.

Each Evaluation Committee member shall evaluate and score proposal submissions in each scoring category. The proposals will be rated individually by each Evaluation Committee member only.

Rounding of scores shall be uniformly applied to each category as needed. A decimal or fractional score may occur at the county's discretion across all proposals. Each proposal category will receive the allocated percentage points based on the following score criteria:

Score	Percentage Awarded	Description
4	100%	Exceptional: The response thoroughly and successfully addresses every required element of the evaluated section. The elements contribute appropriately to meeting the requirements of the criterion.
3	75%	Superior: The response addresses every required element, although some responses are broad or not thoroughly addressed, or specific improvements can meet the overall criterion.
2	50%	Acceptable: The response addresses every required element. Some or many responses are too broad or vague to address the element appropriately, or significant weaknesses would need additional clarification or justification to meet the overall criterion.
1	25%	Weak: The response does not address every element, is overly broad or vague, has inherent weaknesses regarding the evaluated element, and does not materially support the criterion.
0	0%	Fail: The response fails to address the element in all aspects and its relationship to supporting the criterion.

The score for the cost category will be determined following the formula provided below. The lowest cost will be awarded the maximum points for the category. All other cost proposals will receive a percentage of the maximum points equal to the difference between the Bidder's cost and the lowest cost proposed. For example, if the lowest cost is \$900 and the next lowest is \$1,000, then the latter Bidder would receive 90 percent of the points allocated to this category (i.e., $\$900/\$1,000 = 90\%$).

Item	Quantity	Proposed Rate	Subtotal
9-1-1 Volume			
Transport ALS Base Rate (65%)			
Transport BLS Base Rate (35%)			
Mileage (10 miles)			
Oxygen (10%)			
Total			
Cost Per Transport (total/transport volume)			

If two or more bidders receive the same combined number of points from the Evaluation Committee, the Bidder with the lowest cost per transport will be considered the highest scoring.

E. Scoring and Weighing of Proposals

The County shall select a Bidder based on the highest-scoring proposal for each Zone.

Section	Category	Possible Points	
		Zone X	Zone Y
7G	Local Management Team, Credentials, and Experience	80	80
7H	Compensation Package and Working Conditions	30	30
7I	Bidders Training Programs	30	30
7J	Response-Time Commitment and Liquidated Damages Commitment	30	30
7K	Fiscal Strength	20	20
7L	Emergency Ambulance Dispatch Services (Zone X Bidder only)	40	N/A
7M	Vehicle and Durable Equipment Maintenance and Management	20	20
7N	Billing/Collection Program and Data Integration	20	20
7O	Initial System Status Plan/Unit Hour Commitment	50	50
7P	Integration with Behavioral Health	70	70
7Q	Commitment to the EMS System, Community Education, and Training Programs	30	30
7R	Proposed Patient Charges and Rates	20	20
7S	Commitment to Clinical Quality/Innovation	60	60
	Total	500	460

Table 7

F. Submission of Additional Information

Any Bidder may be asked to provide clarification and/or answer supplemental questions. County staff or its delegate may continue to undertake additional investigation during and after the proposal review process to verify claims made by a Bidder during the response evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiries, or any other reasonable means of determining the accuracy and completeness of information supplied by a Bidder.

If the Bidder receiving the Notice of Intent of Award refuses or fails to accept the Contract, the County may award the Contract to the Bidder with the next highest score. Alternatively, the County may reject all the remaining proposals.

G. Rejection of Proposals

The County reserves the right to reject any and all responses for cause or that do not meet the requirements of this solicitation.

H. Disposition of Proposals

All materials submitted in response to the RFP will become the property of the County and may be subject to the State of California's Public Records Act.

8.5 Notice of Intent to Award and Contract

Upon the Evaluation Committee's determination, a "Notice of Intent to Award" to the highest scoring proposal, as defined by the highest total score, will be sent by the San Joaquin County Purchasing and Services Department to all participating Bidders. This "Notice of Intent to Award"

will be posted in the County Procurement System, and the San Joaquin County EMS Agency will initiate contract discussions with the successful Bidder. The provider contract will go before the Board of Supervisors for final adoption/approval.

8.6 News Releases

News releases by the Bidder about the intent to award resulting from this proposal shall not be made without prior written approval of the County.

8.7 Debriefing

A debriefing shall be conducted upon the timely request of an unsuccessful Bidder to receive information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, and signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Purchasing and Services Department within three (3) working days following the County's release of the "Notice of Intent to Award." Each requesting Bidder will be allotted one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee's determinations of the organization's submitted proposal as it relates to the evaluation criteria stated above. At the discretion of the County, the debriefing may be held by conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or selection criteria. The debriefing procedure provided herein to all requesting unsuccessful Bidders to the County's RFP is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

8.8 Protest Procedures

To be considered, protests must be made in writing, signed by the Bidder's authorized representative, and delivered to the County's Purchasing and Services Department. The following conditions apply to the proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions, or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- b. After Proposal Submittal Deadline. Protest of award must be made by the Offeror no later than five (5) calendar days after the Notice of Intent to Award. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor
 - 2) The signature of the protestor or protestor's authorized representative
 - 3) The solicitation or contract number
 - 4) A detailed statement of the legal and/or factual grounds for the protest

The County Purchasing and Services Department reserves the right to refuse to hear protestors who have not followed the above procedures.

Section 9: Signature Forms

FORM A – IDENTIFICATION SHEET

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Authorized Agent: _____

Title: _____

Email: _____ Telephone: _____ Fax: _____

Signed and completed W-9 dated within one year of the date of this proposal submission shall be included as Attachment A

MY RFP IS ATTACHED AND IDENTIFIED AS: RFP # 24-32 RFP DEADLINE FOR SUBMISSION: Wednesday, May 28, 2025

Years in business: _____ # of employees: _____

General Liability Insurance: _____ Expires: _____

Professional Liability Insurance: _____ Expires: _____

Workers' Compensation Insurance: _____ Expires: _____

Auto Insurance: _____ Expires: _____

NOTE: Proof of current insurance meeting the County's requirements shall be labelled and identified as Attachment B.

Is your firm incorporated or another entity? ☐ YES ☐ NO ☐ OTHER

If yes, please give the state where the firm is incorporated. _____

If No or Other is checked, please state type of entity: _____

[Space intentionally left blank]

FORM B – PROPOSAL AUTHORIZATION SIGNATURE PAGE

The undersigned, having carefully read and examined this RFP and being familiar with (1) all the conditions applicable to the work for which this proposal is submitted and (2) the availability of the required equipment, materials, and labor, hereby agrees to provide everything necessary to complete the work for which this proposal is submitted in accordance with the proposal documents for the amounts quoted herein and further agrees that if this proposal is accepted, within five (5) days after the contract is presented for acceptance, will execute, and mail a signed contract to the County of San Joaquin Purchasing Agent.

Signature of Authorized Agent

Date

FORM C – COOPERATIVE/PIGGYBACK CLAUSE

For the term of the Contract and any mutually agreed extensions pursuant to this request for proposals, **at the option of the vendor**, other public agencies or public corporations, including any county, city, town, school district, community college, public utility district or other public corporation or agency within the State of California, may purchase, lease-purchase, or rent the identical items(s) at the same price and upon the same terms and conditions pursuant to any applicable Public Contract or other relative legal Code.

San Joaquin County waives its right to require such other districts and offices to draw their warrants in the favor of the County and agreements, orders, and payments may be made directly between the vendor and the public agency/corporation.

Acceptance or rejection of this clause will not affect the outcome of the proposal.

Piggyback option granted_____

(Vendor please initial)

Piggyback option not granted_____

FORM D – NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23, United States Code Section 112, and Public Contract Code 7106, the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

NOTE: The above Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit.

Submitting a false certification may subject the certifier to criminal prosecution.

[Space intentionally left blank]

FORM E - PUBLIC CONTRACT CODE SECTION

In accordance with Public Contract Code Section 10162, the Proposer shall complete, under penalty of perjury, the following questionnaire.

Has the proposer, any officer of the proposer, or any employee of the proposer who has a proprietary interest in the proposer, ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court, which orders the Contractor to comply with an order of the National Labor Relations Board.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the Contractor hereby states that all representations made herein are made under penalty of perjury.

NOTE: The above is part of the RFP. Signing FORM B – PROPOSAL AUTHORIZATION SIGNATURE PAGE shall also constitute signature of this FORM.

REFERENCE NAME #3: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ **EMAIL:** _____

DATE OF CONTRACT: _____ **through** _____

DESCRIBE PROJECT/SERVICES

The County reserves the right to tour any of the Proposer's referenced locations.

[Space intentionally left blank]

Section 10: Exhibits

Exhibit 1: EMS Data

EMS Transports

Contracted EOA providers perform all 9-1-1 transports for Zones X, D, E, and F. For the purposes of this RFP, the County is seeking proposals for the current Zone X covering subzones X21-X25 and a separate proposal for the current X-26 subzone, which is identified as Zone Y within this RFP.

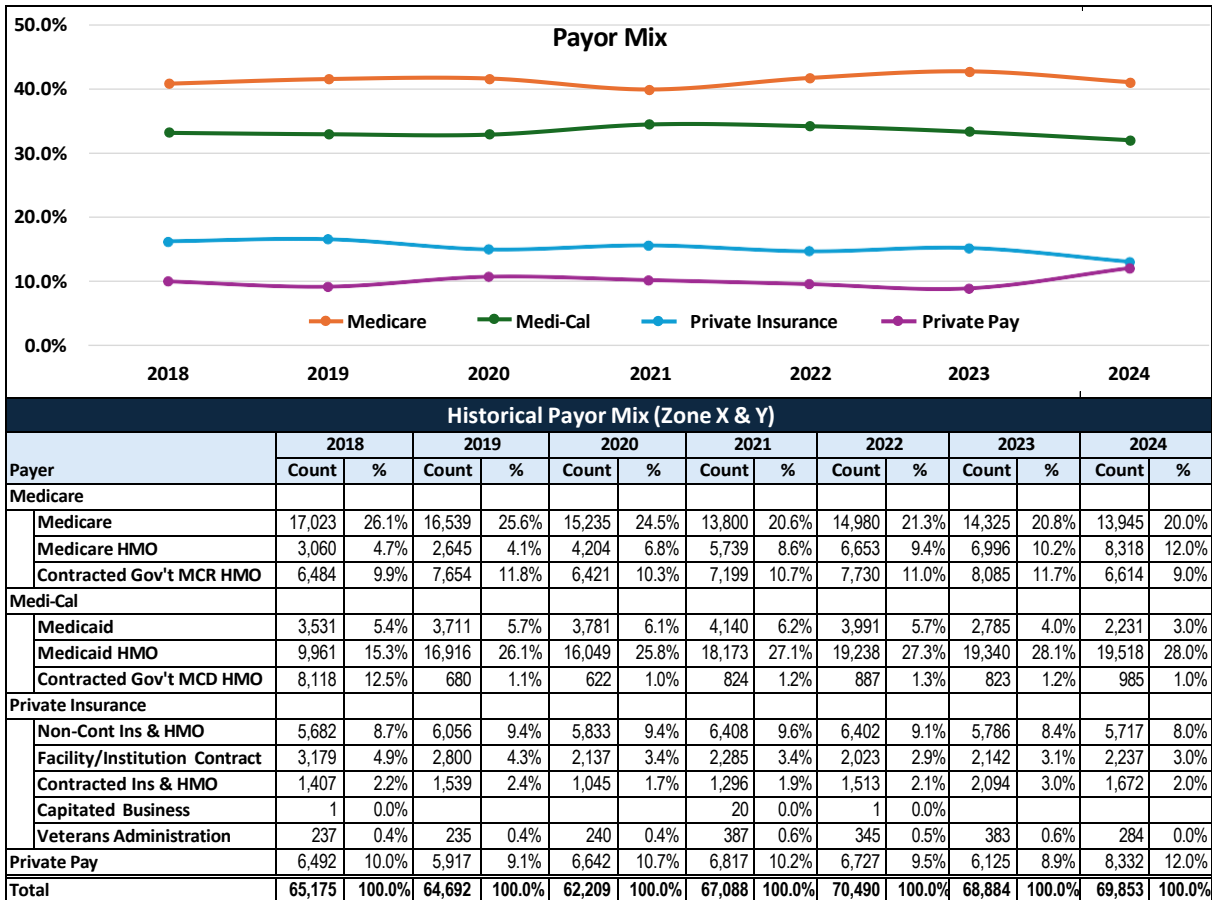
	Zone X (X-21 to 25)			Zone Y (formerly X-26)	
Year	Responses	Transports		Responses	Transports
2021	45,888	34,004		6,135	4,111
2022	69,290	52,302		9,191	6,434
2023	68,935	52,523		9,209	6,543
2024	70,401	54,770		9,127	6,683

Additional information can be found within the LEMSA's 2023 Annual Report

https://www.sjgov.org/docs/default-source/emergency-medical-services-documents/annual-reports/annualreport_2023.pdf

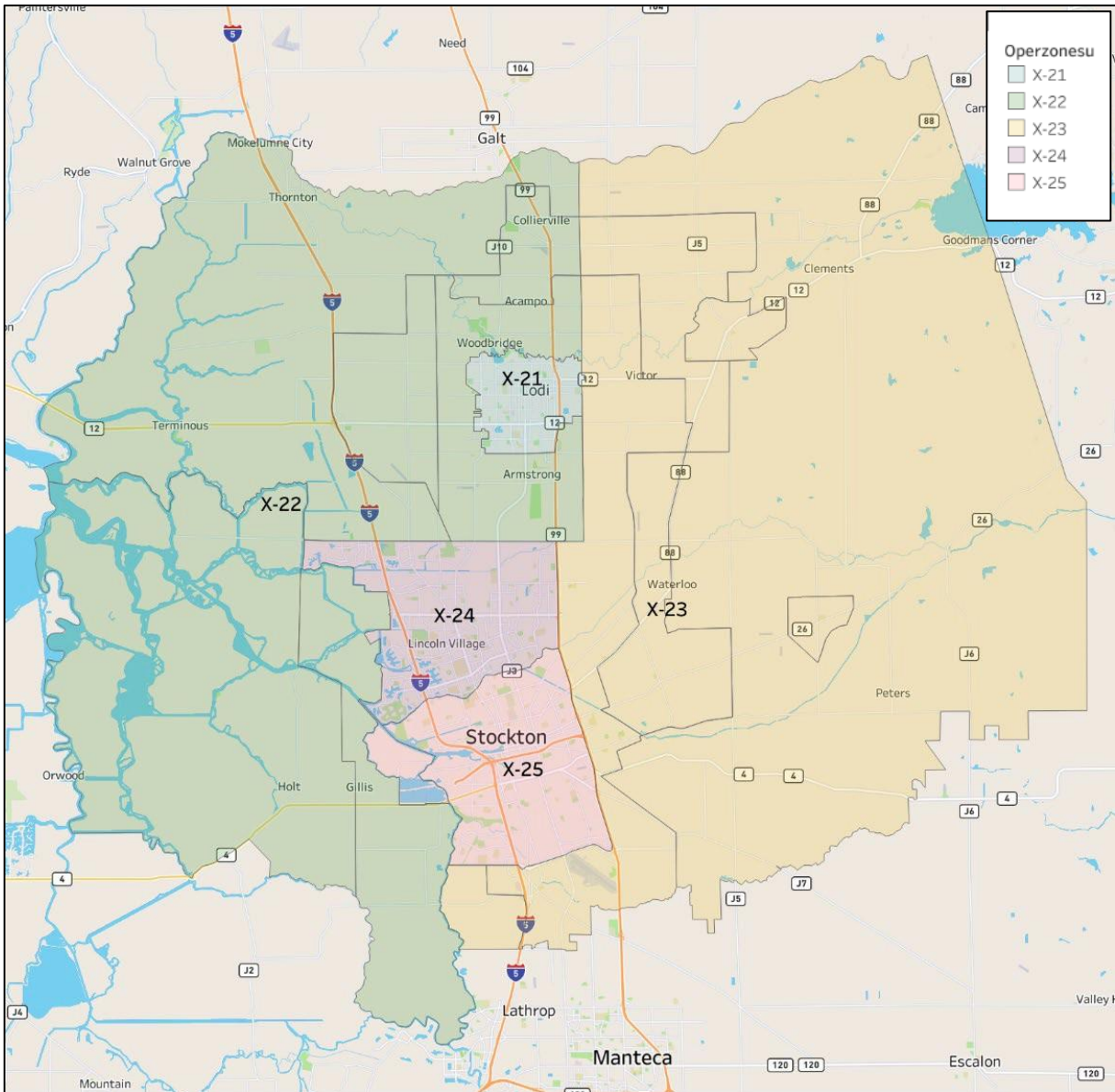
Payor Mix

Reflects the 9-1-1 payor mix for the current Zones X and Y provider.

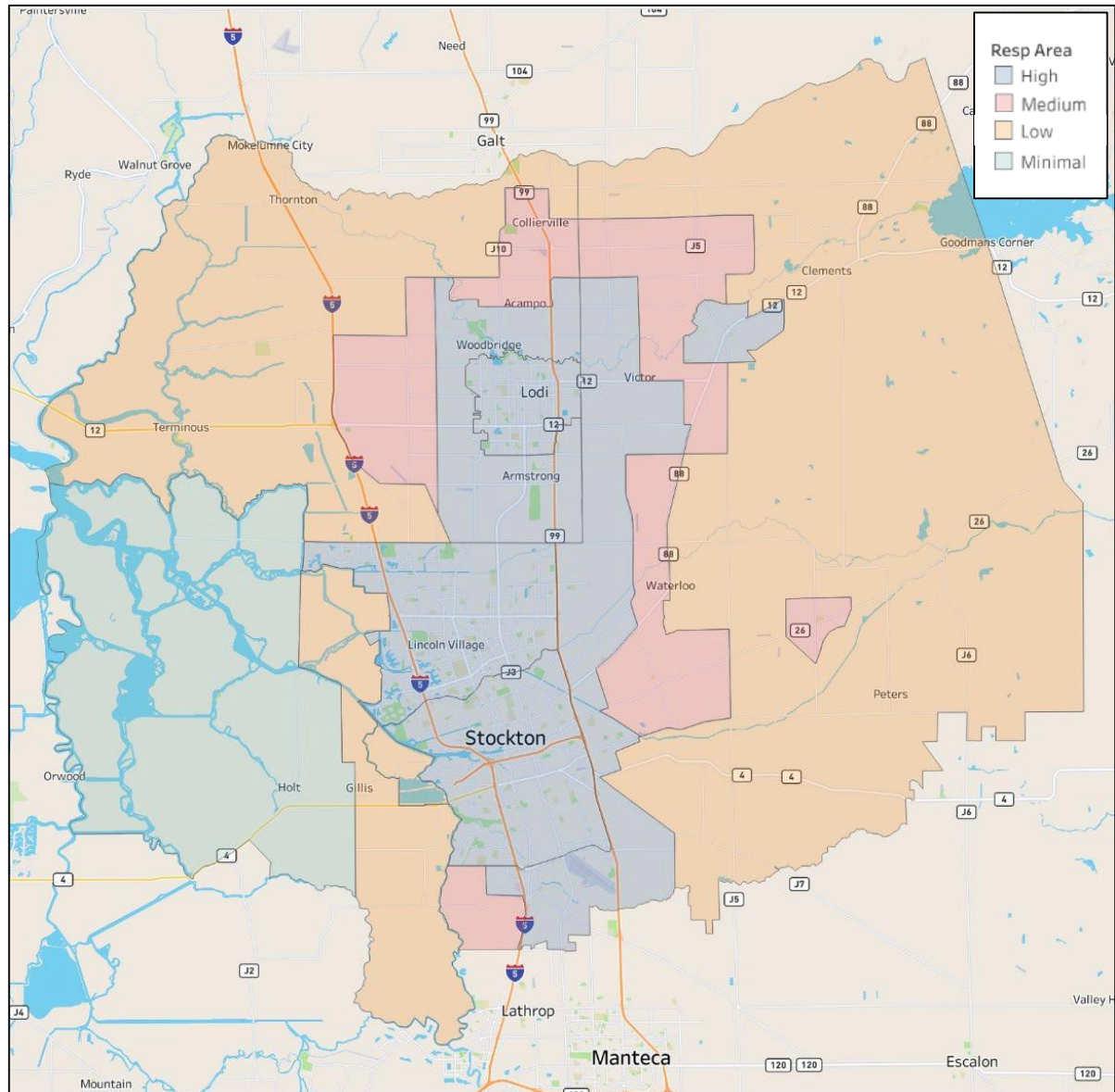


The link below provides access to the map detail down to the street level for each zone and density type:

Zone X



Zone X Call Densities



Zone Y Call Densities

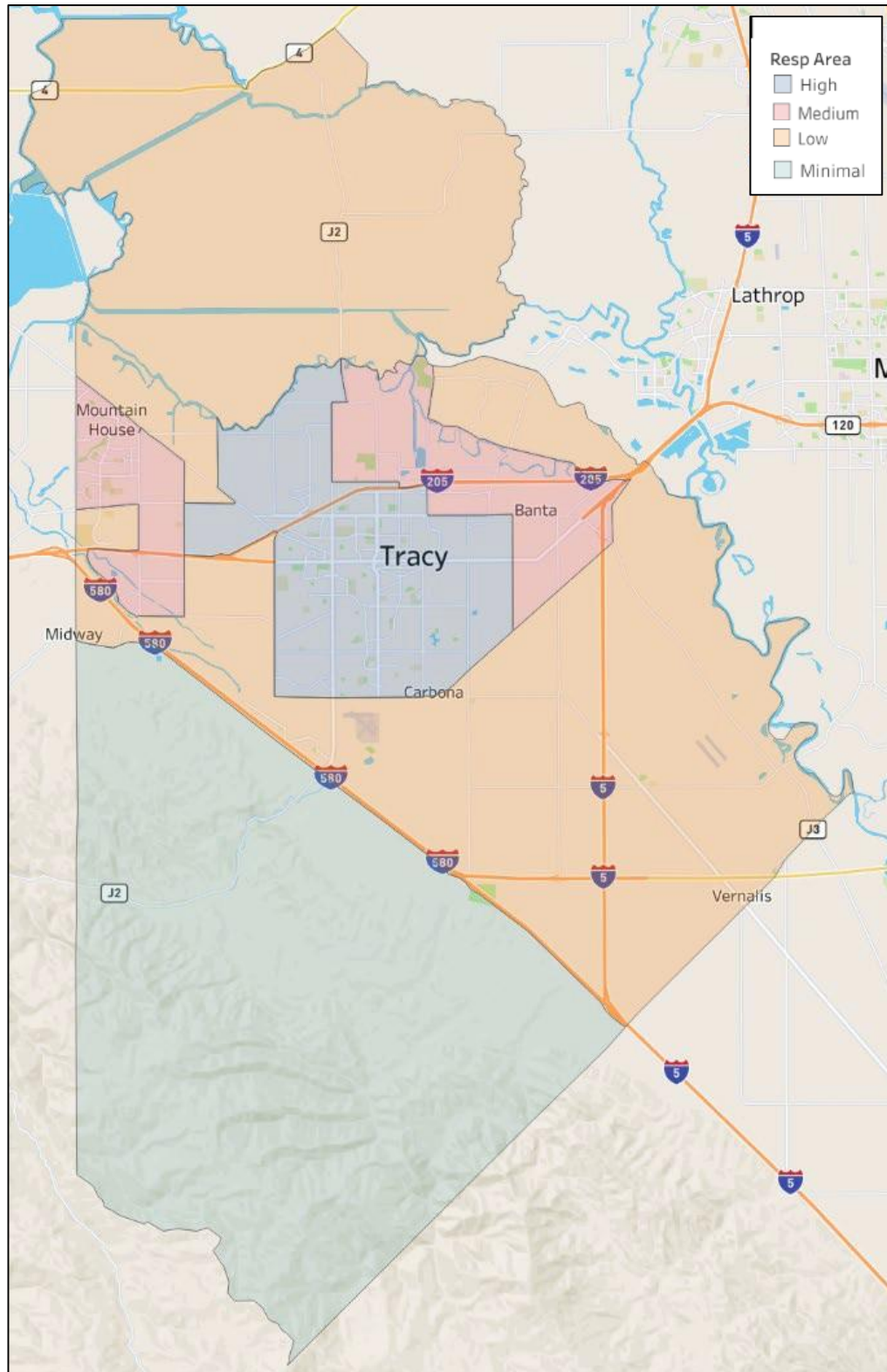


Exhibit 3: RFP Definitions

Contract— This comprises the Request for Proposal (RFP), any amendments to it, the bid proposal, the finalized agreement, and the purchase order, if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

American Institute of Certified Public Accounts (AICPA) – Association representing the accounting profession that sets ethical standards and auditing standards.

Auditor-Controller's Office - Charged with the establishment and supervision of the accounting and financial operations of all activities under the control of the San Joaquin County Board of Supervisors.

Bidder – A person, partnership, firm, corporation, organization, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract. Also, proposer, vendor, or respondent.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses because of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond submitted with Bidder's response to compensate the County for damages it might suffer if successful Bidder refuses to execute the Contract that may be derived from their response. Generally, it is 10% of the amount of Bidder's bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the "Scope of Work." The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond—This bond protects subcontractors and suppliers. It ensures that the surety backing the bond will pay the subcontractors and suppliers if the general Contractor does not.

Closing Date/Time – The day and time by which the County must receive the RFP.

Consumer Price Index (CPI) – Monthly data on changes in the prices paid by urban consumers as prepared by the U.S. Bureau of Labor Statistics.

Contractor – The Bidder awarded the Contract derived from this RFP—the Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the Contractor's sole responsibility.

Contract Administrator – The LEMSA is the Contract Administrator and will be the single authority to act for the County under the Contract.

County – The County of San Joaquin County, a political subdivision of the State of California. County incorporates all services, agencies, and departments within the County of San Joaquin, including the General Services Agency/Procurement Services, Department of Public Health, and Local Emergency Medical Services Agency (LEMSA).

County Procurement System – The online portal through the address <https://www.sjgov.org/departments/pss/bids/openbids>.

Evaluation Committee – A committee established to review, evaluate, and score bid proposals so the County can recommend the Contract award.

Formal Date of Award—The effective date the San Joaquin County Board of Supervisors takes formal action to award the subject RFP to the most responsive Bidder.

Intent to Bid - Notice from a vendor of intent to participate in the RFP.

Joint Ventures – Two or more corporations or entities that form a temporary union for the purpose of the RFP and subsequent contract.

LEMSA – Local EMS Agency; see San Joaquin County EMS Agency.

Material Breach – When the Contractor fails to meet the RFP requirements for 1) on-time response time compliance, 2) inadequately staffing or equipping units, 3) furnishing false or misleading information, 4) failure to meet bonding requirements, or 5) not producing required reports.

Notice of Intent to Award – Publicly posted notice from County to all participating Bidders advising them of the intended decision to award a Contract to the apparent successful Bidder as recommended by the Evaluation Committee.

Portable Document Format (PDF) – Commonly called Adobe Acrobat format.

Prime Contractor – The Bidder awarded the Contract and is designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, joint ventures, or other legal arrangements made by the Contractor during this project are the Contractor's sole responsibility.

Proposal Deadline – The closing date associated with this proposal.

Purchasing and Support Services - Procurement Services procures goods and services for the County.

Proprietary – The information provided that is considered exempt from public disclosure is defined as Trade Secrets under Civil Code Section 3426.1, under the Public Records Act.

Request for Proposal (RFP) – This solicitation for emergency ground ambulance services within San Joaquin County.

Scope of Work – The mutually agreed document that describes tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Self-Insurance Retention (SIR) – Self-insured policy.

Subcontractor – Any person, entity, or organization to which the Contractor or County has delegated any obligations.

Vendor - A person, partnership, firm, corporation, or joint venture submitting a bid or response for the purpose of obtaining a County Contract.

Exhibit 4: EMS Definitions

Advanced Life Support (ALS) – Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Against Medical Advice (AMA) – Patients refusing treatment and transport even when the EMT or paramedic is recommending there is a need for care.

ALS Unit – An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT-1 and one EMT-P.

Ambulance – Any vehicle specially constructed, modified, equipped, and used for transporting sick, injured, infirmed, or otherwise incapacitated persons and capable of supporting BLS or a higher level of care.

Ambulance Unit – An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Automated External Defibrillation (AED) – A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Average Response Time – A calculation method in which all cumulative elapsed times are divided by the number of incidents to determine an average.

Ambulance Service – The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in transporting patients by ambulance. Taken in context, it also means the person so engaged or professing to be so engaged.

At Scene – When a unit communicates to dispatch that it has arrived at the dispatched location or address of the call. Normally, this is when the vehicle is put into park.

Basic Life Support (BLS) – Special services designed to provide basic pre-hospital medical care as defined in Health and Safety Code Section 1797.60.

BLS Unit – As defined in Health and Safety Code Section 1797.60. Emergency first aid, oxygen, and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

California Division of Occupational Safety and Health Agency (CAL/OSHA) – State agency that protects and improves the health and safety of workers in California.

Cardio-Pulmonary Resuscitation (CPR) – An emergency procedure that combines chest compressions, often with artificial ventilation, to manually preserve intact brain function.

Commission on the Accreditation of Ambulance Services (CAAS) – A group that encourages and promotes quality patient care in medical transportation systems. CAAS is an independent commission that established a comprehensive series of standards for the ambulance service industry.

Computer-Aided Dispatch (CAD) – A system consisting of associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation and accurate time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) – Approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Critical Incident Stress Management (CISM) – Adaptive, short-term psychological helping-process focusing solely on an immediate and identifiable problem.

Demand Analysis – The deployment of ambulances in a specific service area based on experience and the predicted likelihood of requests for service in that area at the time deployed.

Deployment – The procedures by which ambulances are distributed throughout the service area. Deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the period.

Diagnostic Related Group (DRG) – A bundled collection of billing codes representing a specific injury or illness.

Dispatch Time – Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) – A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency Air Ambulance – An aircraft with emergency medical transport capabilities.

Emergency Ambulance – Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call—A real or self-perceived event in which the EMS system is accessed by the 9-1-1 emergency access number, a seven-digit emergency number, or an interfacility transfer in which the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) – An approved receiving department within a licensed hospital.

Emergency Medical Services (EMS)—This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and online medical control.

EMS System – The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) – An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and with a valid certificate issued pursuant to that code.

Emergency Medical Technician-Paramedic (EMT-P) – An individual whose scope of practice to provide advanced life support is according to the California Code of Regulations and who has a valid license issued pursuant to California Health and Safety Code.

Emergency Standby Service – The dispatch of an emergency ambulance unit(s) by County Dispatch or other PSAP authorized by the County at the specific request of a public safety agency to a position of immediate availability.

Enroute Time (Out of Chute)—The elapsed time from unit alert to unit enroute. An out-of-chute standard of 60 seconds maximum is not uncommon for emergency requests.

First Responder – An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

First Responder ALS (FRALS) – Non-transport units that provide ALS level of service staffed by at least one paramedic.

Fractile Response – A method of measuring ambulance response times in which all applicable response times are stacked in ascending length. Then, the number of calls generating response within eight minutes (for example) is calculated as a percentage of the total number of calls. A 90th percentile, or 90 percent, standard is most used. When a 90th percentile response time standard is employed, 90 percent of the applicable calls are answered in less than eight minutes, while only 10 percent take longer than eight minutes.

Full Costs – The total costs, including baseline plus marginal costs to achieve a new program.

Global Positioning System (GPS) – A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) – legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) – A standardized approach to the command, control, and coordination of emergency response that provides a common hierarchy within which responders from multiple agencies can be effective.

Institute for Health Improvement (IHI) – Organization known for healthcare expertise, help, and encouragement for change in healthcare, including the creation of the Triple Aim objective.

Interfacility Transports (IFT) – Ambulance transports between healthcare facilities, typically non-emergency.

Inter-Governmental Transfer (IGT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of managed care Medi-Cal members.

Intervention Time – The time field personnel spend directly with the patient, including treatment at the scene and transport to the destination.

LEMSA – Local EMS Agency; see San Joaquin County EMS Agency.

Marginal Costs – the difference between the existing or baseline cost and the new cost necessary for an existing entity to achieve a new program.

Medical Priority Dispatch System (MPDS) – A set of established protocols utilized by dispatchers to determine the level of response necessary and provide pre-arrival instructions to the caller.

Multi-Casualty Incident (MCI) - An event has occurred that results in more victims than are usually handled by the system. The event takes place within a discrete location and does not involve the entire community. The number of victims is expected to stress the system, including delays in treating patients with relatively minor injuries or illnesses. See LEMSA Policy #7010 for a complete description.

Medical Director – shall mean the San Joaquin County EMS Agency Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System, and as required in Health and Safety Code Section 1797.202

Medical Protocol – Written standards for patient medical assessment and management.

Mutual Aid – shall refer to 1) responses into the San Joaquin County EOA from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the San Joaquin County EOA for the purpose of assisting the ground transport provider in an adjacent service area.

National Fire Protection Association (NFPA) – A trade association that creates and maintains private, copyrighted standards and codes for usage and adoption by local governments, including ambulance design and safety.

National Incident Management System (NIMS) – A systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work together seamlessly.

Non-Emergency Call – Any request for service designated as non-life threatening by pre-established dispatch protocols, including the MPDS call type and LEMSA Medical Director guidance, requiring the immediate dispatch of an ambulance without using lights and sirens.

Occupational Safety and Health Agency (OSHA) – Federal agency that protects and improves the health and safety of workers.

Online Compliance Utility (OCU) – Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

Paramedic – An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician, also known as an EMT-P.

Paramedic Unit – An ambulance staffed and equipped to provide advanced life support at the scene of a medical emergency and during transport in an ambulance. The minimum standard for a paramedic unit in San Joaquin County shall be one (1) EMT-P and one (1) EMT-1.

Peak-Load Staffing – The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post – A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching – A structured method of prioritizing requests for ambulance and first responder services, based upon highly structured telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Productivity – The measures of work used in the ambulance industry that compare the available resources (unit hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

Public Access Defibrillation (PAD) – A program that places automatic external defibrillators throughout communities.

Public Provider Ground Emergency Medical Transportation (PPGEMT) – A cost-reimbursement opportunity for public agencies involved in ground ambulance transportation of Medi-Cal members.

Public Safety Answering Point (PSAP) – A public safety facility that receives calls for medical assistance through the E-9-1-1 system or over private telephone lines.

Quick Response Vehicle (QRV) – A vehicle equipped per LEMSAs protocols but does not transport patients; often used as a FRALS unit.

Release at Scene (RAS) – Patients refusing treatment and/or transport when the paramedic agrees there is no need for Ambulance transport.

Response Time – The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Return of spontaneous circulation (ROSC) – Resumption of sustained perfusing cardiac activity associated with significant respiratory effort after cardiac arrest.

Revenue – Increases equity from any source. Ambulance revenues are usually reported as gross (billed) revenue amounts or in net terms that reflect adjustments for write-offs.

San Joaquin County EMS Agency – The local EMS agency (LEMSA) empowered by the San Joaquin County Board of Supervisors to plan, implement, and evaluate the EMS system in accordance with state statutes and regulations, consisting of an organized pattern of readiness and response services based on public and private agreements and operational policies and procedures.

Special Standby Service – A private or public event requiring an on-site ambulance or the organizers requesting an ambulance. Examples include sporting events, fairs, and concerts.

ST-Elevation Myocardial Infarction (STEMI) – A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) – A structure for coordination between the government and local emergency response organizations.

System Standard of Care – The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on-board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care is regulatory and contractual.

System Status Management – A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of the week to best meet call volume demand patterns.

System Status Plan (SSP) – A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week. Every

system has a system status plan. The plan may or may not be written, elaborate or simple, efficient or wasteful, effective or dangerous.

Time of Call (TOC) – The time the call is received by the County-designated ambulance dispatch center. The timestamp of the TOC is used to start the response time calculations.

Transport Volume – The number of service requests resulting in patient transport.

Unit Hour – One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio – A measurement of how hard and effectively the system works. It is calculated by dividing the number of responses initiated during a given period by the number of unit hours (hours of service) produced during the same period. Special event coverage and certain other activity classes are excluded from these calculations.

Utilization – A measure of work that compares the available resources (unit hours) with the actual time that those unit hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours consumed in productivity with the total available unit-hours.

Workload – The measure of work performed by on-duty units during any given period.

Zone Assist – Intra-county use of EOA emergency ambulance providers is described as using San Joaquin County EOA providers to run a call in a different San Joaquin County EOA due to the “closest unit” request policy.

Exhibit 5: Current Rates (As of May 14, 2024)

ALS Emergency Base Rate	\$3,729.77
BLS Emergency Base Rate	\$3,180.78
Night Charge	\$263.14
Oxygen	\$334.03
Mileage Per loaded mile	\$79.14
EKG	\$105.51
Critical Care Transport	\$9,845.58
Non-Transport*	

* Please include when this rate would be applied.

LEMSA Oversight and Monitoring Expense

Zone	Oversight Amount
X	\$ 1,062,742
Y	\$ 144,919

The oversight and monitoring amount will increase annually based on regional CPI.

Note: this includes the Contractor use of ImageTrend and FirstWatch

Current Dispatch Expense per Response

Year	Zone X	Zone Y
2024	\$65.00	\$65.00

Exhibit 6: Report Card (Example)

Data Source	SAMPLE	Total Count	Compliance Count	KPI Weight	Total KPI Bundle Compliant	Bundle Compliant
BUNDLE 1 - Cardiac Arrest / ROSC Bundle						
First Pass	12 lead for all ROSC patients with transmission (of inclusion criteria)	50	48	96%		
First Pass	Once ROSC is established transport initiated ≤ 10 min	50	48	96%		
First Pass	Push dose epi given on ROSC patients with less than 110 systolic	55	55	100%		
Code-Stat	Shockable rhythm defibrillated within 60 seconds	54	50	93%		
Score		209	201	96.1%	96.1%	YES
BUNDLE 2 - Acute Coronary Syndrome (ACS/STEMI) Bundle						
First Pass	ASA administered for STEMI positive EKG	109	97	88.99%		
First Pass	12 lead EKG preformed ≤ 10 minutes from first medical contact for suspected cardiac chest pain	33	31	93.94%		
First Pass	Pre alert report ≤ 10 min after STEMI positive EKG	47	41	87.23%		
First Pass	Transmission of all STEMI positive EKG	55	49	89.09%		
First Pass	STEMI scene time ≤ 15 minutes	27	26	96.30%		
Score		271	244	91.11%	91.11%	YES
BUNDLE 3 - Stroke Bundle						
First Pass	Last Known Well Recorded	32	30	93.75%		
First Pass	Blood Glucose Level documented	32	31	96.88%		
First Pass	Stroke and severity screen completed and recorded	44	38	86.36%		
First Pass	Pre alert report	44	44	100.00%		
First Pass	Stroke scene time ≤ 15 minutes	45	32	71.11%		
Score		197	175	89.62%	89.62%	NO
BUNDLE 4 - Airway and Respiratory Distress Bundle						
First Pass	ETCO2 Recording over course of treatment in ET intubation or SGA	33	32	96.97%		
First Pass	Pulse Oximetry documented over the course of treatment	180	180	100.00%		
First Pass	Bronchodilator for severe Asthma/COPD	4	3	75.00%		
Score		217	215	90.66%	90.66%	YES
BUNDLE 5 - Trauma Bundle						
First Pass	Scene time ≤ 10 minutes patient meeting major trauma criteria	15	11	73.33%		
First Pass	TXA given when indicated	15	15	100.00%		
Score		30	26	86.67%	86.67%	NO
Score Card Total				3	Bundles Compliant	

	Relief
5 bundles	100%
4 bundles	80%
3 bundles	60%
2 bundles	40%
1 bundle	20%

Exhibit 7: 5-Year Budget Template

(Template available as an Excel Spreadsheet)

Respondent:

	Dec 2026 - Nov 2027	Dec 2027 - Nov 2028	Dec 2028 - Nov 2029	Dec 2029 - Nov 2030	Dec 2030 - Nov 2031	Note	Reference #
I. Annual Revenue							
A. Patient Charges							
Private Pay	-	-	-	-	-		
Medicare and Medicare HMO	-	-	-	-	-		
Medicaid and Medicaid HMO	-	-	-	-	-		
Commercial	-	-	-	-	-		
Other Third Party							
B. Dispatch Revenue							
Other Providers	-	-	-	-	-		
C. Other (specify below)							
	-	-	-	-	-		
	-	-	-	-	-		
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -		
(less Total expenses from Expense worksheet)	-	-	-	-	-		
Net Income	\$ -	\$ -	\$ -	\$ -	\$ -		

Other Revenue: Include all other sources of revenue including QAF, GEMT, standby and special events, contract revenue, etc.

	Dec 2026 - Nov 2027	Dec 2027 - Nov 2028	Dec 2028 - Nov 2029	Dec 2029 - Nov 2030	Dec 2030 - Nov 2031	Note	Reference #
Source of Patient Charges:							
Transports							
Private Pay							
Medicare and Medicare HMO							
Medicaid and Medicaid HMO							
Commercial							
Other Third Party							
Total Transports	-	-	-	-	-		

Respondent: _____

	Category: D - Direct ID - Indirect IK - In-kind	Dec 2026 - Nov 2027	Dec 2027 - Nov 2028	Dec 2028 - Nov 2029	Dec 2029 - Nov 2030	Dec 2030 - Nov 2031	2026-2027 Expense per response	Note Reference #
II. Expense Category								
A. Personnel								
Paramedics								
Wages								
Benefits								
Over-time								
EMT-1s								
Wages								
Benefits								
Over-time								
System Coordinator								
Wages								
Benefits								
Over-time								
Administrative								
Wages								
Benefits								
Over-time								
Other Personnel (specify)								
Wages								
Benefits								
Over-time								
Subtotal		-	-	-	-	-		
B. Vehicles								
Gasoline/Fuel								
Repairs/Maintenance								
Equip. lease/deprec.								
Subtotal		-	-	-	-	-		
C. Medical Equipment/Supplies								
Supplies								
Repairs/Maintenance								
Equipment lease/depreciation								
Subtotal		-	-	-	-	-		

Respondent:

	Category: D - Direct ID - Indirect IK - In-kind	Dec 2026 - Nov 2027	Dec 2027 - Nov 2028	Dec 2028 - Nov 2029	Dec 2029 - Nov 2030	Dec 2030 - Nov 2031	2026-2027 Expense per response	Note Reference #
D. Other								
Accounting								
Depreciation (not included above)								
Dispatch Services								
Fees to County EMS								
Insurance								
Legal								
Maintenance - Bldg.								
Mental Wellness								
Outside Services (specify below)								
Rent/lease - Bldg.								
Supplies, office								
Taxes (specify type below)								
Training								
Travel								
Uniforms								
Utilities and Telephone								
Other (specify below)								
Subtotal		-	-	-	-	-		
TOTAL EXPENSES:		-	-	-	-	-		
<i>(Total linked to Revenue sheet)</i>								

Notes:

1. All expenses, both direct and in kind or indirect, must be listed.
2. Costs dependent on number of calls must be based on the supplied call volumes.
3. Other Personnel must be specified by major category (i.e. billing, dispatch, marketing, etc.)
4. Use 69,000 responses to calculate "per response" expenses
5. Other Expenses should include parent organization expenses, shared overhead, etc.

San Joaquin County EMS RFP 24-32 – Overview for Tracy Rural Fire District

Exclusive Operating Areas for Emergency Ambulance Services

Presented by: Randall Bradley, Fire Chief, SSJCFA

July 8, 2025

CENCAL & AMR Partnership

Creation of CENCAL JPA:

- Formed to strengthen regional EMS collaboration in San Joaquin County.
- Unites key fire service stakeholders under a Joint Powers Authority model.
- Enables aligned operations, strategy, and shared resources across jurisdictions.
- Partnership with AMR to Compete for Zone X and Y:
 - CENCAL and AMR have formally partnered for RFP 24-32 submission.
 - This collaboration leverages AMR's system experience with CENCAL's local integration.
 - Focus is on improving patient outcomes, seamless dispatch, and local accountability.

Request for Proposals
EXCLUSIVE OPERATING AREA PROVIDERS FOR EMERGENCY
AMBULANCE SERVICE

- Issued by: San Joaquin County Purchasing & EMS Agency
- RFP #: 24-32
- Purpose: Select provider(s) for 911 emergency ambulance service in two EOAs
- Legal Authority: CA Health & Safety Code §1797.224

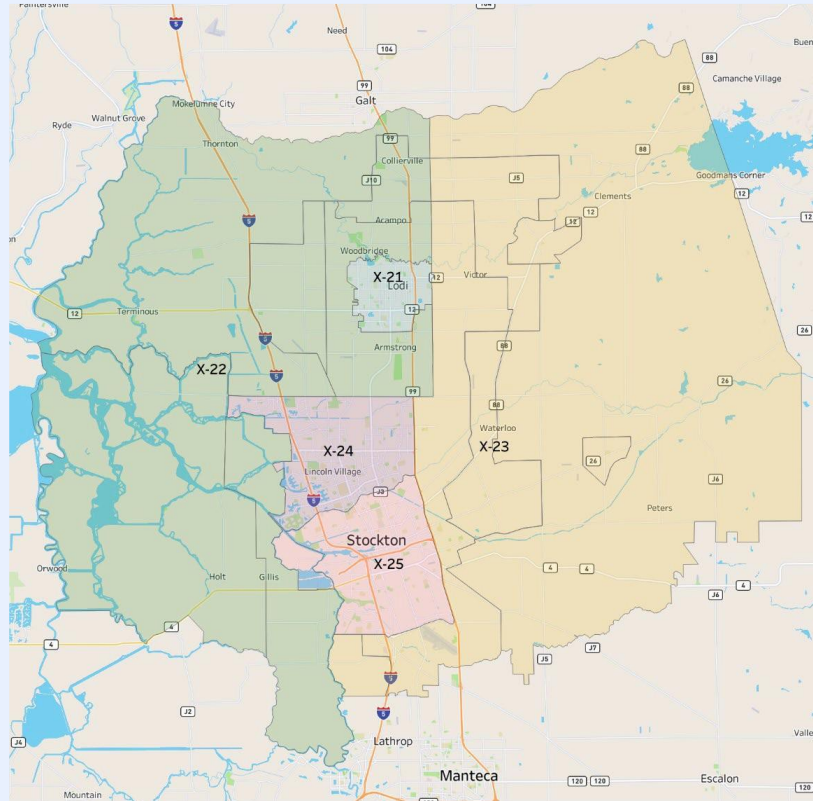
Key Dates

- RFP Issued: May 27, 2025
- Proposal Development: May 27, 2025-August 26, 2025
- Bidder's Conference: June 17, 2025
- CENCAL/AMR Final Contract: July 14, 2025
- Letter of Intent Due: July 28, 2025
- Proposals Due: August 26, 2025
- Implementation Start: May 1, 2026

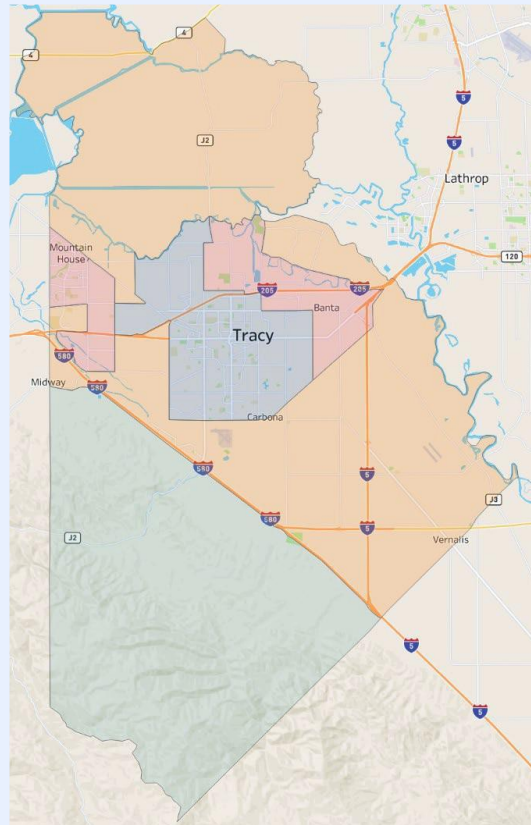
Service Areas – EOAs

- Zone X: Stockton, Lodi & unincorporated areas (includes Dispatch)
- Zone Y: Tracy, Mountain House & unincorporated areas
- Current Zone X and Y provider is AMR
- Other providers are Manteca District Ambulance (Manteca and Lathrop), Escalon Ambulance Ripon Consolidated Fire District
- Bidders may apply for Zone X, Y, or both

Zone X



Zone Y



Scope of Services

- 911 response (ALS/BLS)
- Emergency interfacility transports (ALS)
- Dispatch operations (Zone X provider)
- Standby services (special events, MCIs)
- Coordination with fire/first responders

Performance Standards

<u>New</u>	<u>Current</u>
• Response Time Compliance (90%) by Call Density	(same)
• High: ≤ 7:59 min (Outlier: >15:58)	(7:29)
• Medium: ≤ 9:59 min (Outlier: >19:58)	(9:29)
• Low: ≤ 17:59 min (Outlier: >35:58)	(17:29)
• Minimal: ≤ 29:59 min (Outlier: >59:58)	(29:29)
• Liquidated Damages: \$500 per 0.1% under \$1,000 per outlier \$2,500 per Level 0 event	

Response times shall be calculated from the time, in minutes and seconds, the unit is alerted by the LEMSA-designated emergency ambulance dispatch center until the Contractor arrives on the scene

Clinical & Operational Expectations

- Clinical Key Performance Indicators (KPIs)
- 100% ePCR review for high-acuity calls
- Required patient satisfaction surveys
- 24 hours/month of community education
- System Status Plans and backup coverage

Dispatch Center Requirements

- Must be located in Zone X
- IAED ACE accreditation within 18 months
- Dispatch all EMS providers
- Provide MPDS, CAD integrations, recordings
- Single point for air ambulance, disaster control
- Staffing & training mandates

Financial & Legal Terms

- 5-year contract + optional 5-year extension
- Fee-for-service model; no County subsidy
- Performance security: \$2M (Zone X), \$250K (Zone Y)
- Emergency takeover clause for breach
- Strict compliance with reporting and data

CENCAL Strategy

- **Leverage Combined Experience:**
CENCAL brings the operational strength of three established fire agencies; AMR contributes decades of system knowledge, dispatch infrastructure, and compliance expertise.
- **Integrated Proposal for Zones X & Y:**
Joint proposal maximizes both geographic coverage and clinical capacity to meet and exceed RFP 24-32 requirements.
- **Unified Dispatch & Field Operations:**
Proposal will consolidate fire-based first response with AMR's dispatch and transport capabilities for seamless patient care and accountability.

CENCAL Strategy (continued)

- **System-Based Design:**
A system-status deployment model and response-time strategy developed collaboratively—optimized for both urban and rural density zones.
- **Local Control with National Strength:**
Local leadership, training, and community engagement from CENCAL; AMR ensures technical depth, regulatory compliance, and resource scalability.
- **Fire-EMS Integration as a Differentiator:**
Proposal to emphasize co-training, supply sharing, joint QA/QI, and interoperable command structures—aligning with LEMSA’s emphasis on stakeholder integration

Project Status

CENCAL is currently working on the following:

- Negotiating final draft contract with AMR
- Developing proposal to bid on Zone X and Y in coordination with AMR

TRFD Impacts

- Increased service levels
- New revenue stream
- AMR partnership and response to RFP designed to limit risk to member agencies
 - PPGEMT special revenue used as safety net to limit risk
 - Control over resources, programs and processes

Q&A

- Questions and discussion



Tracy Rural County Fire Protection District

Agenda Item 4.3

STAFF REPORT

Meeting: Regular Meeting
Date: July 8, 2025
To: Board of Directors
Prepared by: Raychel Jackson, District Clerk
Approved by: Jeff Ramsey, Chairperson

Re: Review and Discussion of Payment to Foster & Foster, Actuaries and Consultants, for Updated CalPERS Actuarial Analysis

RECOMMENDATION

☒ **Action Item** ☐ Non-Action Item

Authorize payment for an updated CalPERS actuarial study, to be conducted by Foster & Foster, estimating the portion of the unfunded accrued liability (UAL) related to fire safety personnel who transitioned to the South San Joaquin County Fire Authority (SSJCFA) CalPERS contract effective January 2, 2022.

BACKGROUND

On May 13, 2025, City of Tracy provided information to the District regarding the CalPERS Actuarial Analysis.

Effective January 2, 2022, City fire safety employees were moved to the SSJCFA's own CalPERS contract. However, their prior service liabilities remain with the City's plan, as CalPERS could not separate them. As a result, both the City and the District retain financial responsibility for the accrued liability related to pre-transfer service time.

DISCUSSION

Foster & Foster previously estimated that fire personnel accounted for approximately 41% of the City's Safety Plan liability. Under the 72%/28% allocation, the District's share was estimated at \$7.3 million, of which \$646,994 was paid in August 2022, leaving a remaining estimated balance of \$6,653,006.

The previous study was based on data from June 30, 2020—approximately 18 months prior to the transition. To ensure an accurate understanding of the current liability, Foster & Foster recommends conducting an updated analysis using CalPERS data as of June 30, 2022 (approximately six months after the transition).



Tracy Rural County Fire Protection District

-
- Estimated cost of the study: \$19,000; if we do not need a presentation, the cost will be \$16,500.
 - Timeline: 2–3 months from receipt of necessary data.

The City of Tracy will not initiate the actuarial study or contract with Foster & Foster until the District formally agrees to fund the cost. Therefore, action by the Board is necessary to authorize this expenditure and move the process forward.

FISCAL IMPACTS

The District would be responsible for covering the full cost of the updated actuarial study.

ATTACHMENTS

1. Foster & Foster Safety Plan – CalPERS Actuarial Analysis Estimate

April 7, 2025

Sara Castro
Director of Finance
City of Tracy
333 Civic Center Plaza
Tracy, CA 95376

**Re: City of Tracy CalPERS Analysis
Safety Plan**

Dear Ms. Castro:

Foster & Foster would be happy to provide the City of Tracy actuarial consulting services.

Background

Prior to January 2, 2022

South San Joaquin County Fire Authority (SSJCFA), a JPA between the City of Tracy and the Tracy Rural Fire Protection District (72%/28% cost allocation between the City and the District), covered Fire Safety employees via the City's CalPERS contract. The City's CalPERS contract provided :

- Safety Police employees hired before July 2, 2010 the 3%@50 benefit formula, classic employees hired on or after July 2, 2010 the 3%@55 benefit formula, and the PEPRA 2.7%@57 benefit formula for new members hired on or after January 1, 2013.
- Safety Fire employees the 3%@55 benefit formula, and the PEPRA 2.7%@57 benefit formula for new members hired on or after January 1, 2013.

Both Safety Police and Safety Fire are included in a combined stand alone plan.

Effective January 2, 2022

City Safety Fire employees were transferred to South San Joaquin County Fire Authority (SSJCFA) CalPERS contract, with past service remaining in the City's Safety plan.

Foster & Foster (formerly Bartel Associates) last performed a CalPERS study for the City based on the June 30, 2020 CalPERS actuarial valuations. We estimated the Fire portion of the Actuarial Accrued Liability was approximately 41% of the total Safety plan.

Since this study was prepared on data 1 ½ years before the January 2022 change, the City may want an updated analysis based on data shortly (6 months) after the change.

Analysis

Based on the Safety plan participant data, we will estimate the portion of total CalPERS unfunded liability attributable to Fire and allocate to the City and Tracy Rural Fire based on the JPA operating cost sharing (72% City, 28% Tracy Rural Fire).

The following table summarizes the projects and fee estimates.

Project	Fees
CalPERS review and contribution projections for Safety plan	\$ 7,500
Estimated Fire unfunded liability (includes meeting with City staff)	9,000
City Council or Board Presentation (assumed remote)	2,500
Total	19,000



Please note:

- Additional services will be subject to the below hourly rates. If additional work is requested, we will provide a fee quote.

Staff	2025 Hourly Rate
Senior Consulting Actuary	\$450
Consulting Actuary	\$400
Senior Actuarial Analyst	\$325
Actuarial Analyst	\$275

- Meetings are assumed to be via video conferencing. Additional fees will apply if in-person meetings are requested.
- Fees assume the City Safety plan remains a stand-alone plan.
- The above time is estimated and does not include time for:
 - Formal Report. The project includes a discussion outline with significant detail. This document is not meant to be a stand-alone explanation of results that the City should give to the Council or Board. A Formal Report is a stand-alone report summarizing results. Our fees to prepare this will be approximately \$3,500.
 - More than 2 meetings. Our fees (item 2 above) include one meeting with City staff to discuss results, and one City Council meeting or Board meeting (item 3 above). Additional meetings will increase the above fees by actual meeting and preparation time. If no additional work is necessary, then fees will be \$2,000 for an additional meeting (assumes via video conference call).

Data Required

To complete our review, please provide:

- June 30, 2022 GASB 68 data spreadsheet for Safety plan.
- Other CalPERS correspondence, if appropriate.

Timing

We are prepared to begin this project immediately and can set a meeting date as soon as we receive the above information. Initial meeting dates are usually set approximately 6-8 weeks after we receive the data.

Please let us know if you have any questions about this fee letter.

Sincerely,

Doug Pryor
Senior Consulting Actuary

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Tracy Rural County Fire Protection District

Agenda Item 4.4

STAFF REPORT

Meeting: Regular Meeting
Date: July 8, 2025
To: Board of Directors
Prepared by: Raychel Jackson, District Clerk
Approved by: Jeff Ramsey, Chairperson

Re: Discussion Regarding Utilization of \$207,481 Grant Awarded by the San Joaquin Valley Air Pollution Control District

RECOMMENDATION

☒ **Action Item** ☐ Non-Action Item

Staff recommends the Board consider applying the full \$207,481 in grant funds to the 2024 Pierce Type I, thereby satisfying the program requirements and leveraging the funds in the most compliant and financially prudent manner.

BACKGROUND

The District was awarded a grant of \$207,481 through the SJVAPCD Emergency Vehicle Replacement Program. The grant was issued to support the purchase of a newer, lower-emission fire engine in alignment with the District's air quality improvement goals.

As part of the grant conditions, the funds are to be used directly in connection with the eligible vehicle project as outlined in the executed agreement with SJVAPCD. The older engine was dismantled per program requirements, and the replacement vehicle meets current emissions standards.

DISCUSSION

The District is now in receipt of the awarded funds and must determine the most appropriate and fiscally responsible way to apply them within the scope of the grant's requirements.

Grant Use Restrictions:

Pursuant to Section 3 of the Agreement with SJVAPCD, the funds must be used exclusively for the purchase of one (1) EVRP-eligible, 2010 emission-compliant diesel vehicle as listed in Exhibit B. Exhibit B generally describes a 2022 GVMR 47050, HHDD, with a maximum NOx Emission level of 0.20. Section 4(C) and 4(D) further confirm that payment is restricted solely to the specific vehicle referenced in Exhibit B and must be a new purchase. Additionally, the vehicle must be placed into service within 19 months of the Agreement's execution, which sets the deadline for compliance as September 2024.



Tracy Rural County Fire Protection District

Use of Funds Toward an Existing Vehicle:

Based on these express terms, the funds must be applied to a compliant diesel-powered fire apparatus that was purchased after the grant agreement's effective date. Accordingly, the 2024 Pierce Type I engine—acquired within the required timeframe and compliant with the diesel emission standards—appears to be the most appropriate and eligible vehicle for application of the grant funds.

The 2022 BME Type III and 2021 Pierce Pumper were purchased prior to the execution of the grant agreement and are therefore not eligible under the terms of the Agreement.

Investment of Funds:

While investing the funds may offer potential returns, this is not a permissible option under the Agreement. The stipulation that the funds be used for a specific, eligible vehicle placed into service by September 2024 precludes investment or holding for future purchases.

The following financial details are as follows:

Engine	Interest Rate	Payment Date	Payoff Amount
2024 Pierce Type I	2.524%	8/1/2025	\$597,614.27
2022 BME Type III	2.524%	8/1/2025	\$199,807.59
2021 Pierce Pumper	3.034%	4/1/2026	\$223,747.07

FISCAL IMPACTS

Applying the grant funds will reduce the outstanding loan obligation.

ATTACHMENTS

1. SJVAPCD Agreement

Agreement G-118023-A1

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
Emergency Vehicle Replacement Program
FUNDING AGREEMENT
(EMERGENCY VEHICLE REPLACEMENT 2 for 1 – NEW DIESEL)**

This Agreement, made this 1st day of February, 2022, between San Joaquin Valley Unified Air Pollution Control District (“District”) and **Tracy Rural County Fire Protection District** (“Participant”).

This Agreement is not effective until it is fully executed by all parties.

In consideration of their mutual promises, covenants, conditions, and the funds awarded under this Agreement, the parties agree as follows:

1. PROGRAM

The purpose of this Agreement is to provide incentives to Participants in the Emergency Vehicle Replacement Program (EVRP), which will assist the District in attaining federal and state air quality standards. Funding under this Agreement is to obtain emission reductions that are early or extra to regulations. Under this program, the District provides cash incentives to be used toward the replacement of a Class 4 through Class 8 heavy-duty diesel fuel emergency vehicle currently operating within the District, a map which is attached hereto and incorporated herein as **Exhibit A**, with a new 2010 emission compliant diesel replacement vehicle that meets or exceeds 0.20 g/bhp-hr NO_x emission levels in accordance with Emergency Vehicle Replacement Program (EVRP) Guidelines. Participant has agreed to undertake such participation.

2. DESCRIPTION OF EXISTING VEHICLE

Funding under this Agreement shall be utilized by Participant toward the replacement of the two (2) vehicles identified in **Exhibit B**, attached hereto and incorporated by reference (hereinafter the “current vehicles.”)

3. DESCRIPTION OF REPLACEMENT VEHICLE

A. Funding under this Agreement shall be utilized by Participant toward the purchase of the one (1) EVRP eligible new 2010 emission compliant diesel vehicle listed in **Exhibit B**; hereinafter the “new vehicle”, that meets or exceeds the 0.20 g/bhp-hr NO_x emission level (FEL and CERT values) and 0.01 g/bhp-hr PM (CERT value) emission level. The Family Emission Level (FEL) and Certification Level on the Executive Order (EO) for



replacement vehicle's engine must be at or below the aforementioned g/bhp-hr requirement for NOx and PM.

B. Specific replacement vehicle information including minimum manufacture gross vehicle weight rating (GVWR), engine duty cycle, NOx emission level, and fuel type is located in **Exhibit B**.

4. OBLIGATIONS OF THE DISTRICT

A. District shall provide **up to \$207,481.00** dollars, not to exceed 80% of the final invoice purchase price or 90% of the purchase price for projects located within State designated Disadvantaged Communities or Low Income Communities, to Participant to be used toward purchase of a new vehicle as specified in **Exhibit B** or a EVRP eligible new vehicle that meets or exceeds 0.20 g/bhp-hr NOx emission level (FEL and CERT values) and 0.01 g/bhp-hr PM (CERT value).

B. District shall make payment to Participant upon receipt and verification of a properly supported claim for payment request. Payment will be issued to Participant within **sixty (60) working days** of a completed project post-inspection which includes verification that the new vehicle is operational and the current vehicles has been properly destroyed in accordance with program requirements specified in **Exhibit C**; attached hereto and incorporated herein.

C. Payment shall only be made toward a new vehicle as specified in **Exhibit B**, or a EVRP eligible new vehicle that meets or exceeds the emission level 0.20 g/bhp-hr or less NOx emission level (FEL and CERT values) and 0.01 g/bhp-hr or less PM (CERT value) and meets EVRP guideline requirements.

D. Payment is for reimbursement to the Participant for the purchase of the specified new vehicle and funding shall only be allowed toward purchase of the specific new vehicle described in paragraph 3. Participant must provide proof of payment in the form of copies of cancelled check(s), wire transfer, finalized loan document, finalized lease to own agreement or proof of cash payment. If financed, the District reserves the right to issue a two-party check, written out to the Participant and the obligee of the loan acquired to purchase the new vehicle.

5. AGREEMENT TERMS

A. New Vehicle Purchased (Delivered) - Participant shall purchase and place the new vehicle into service within **nineteen (19) months from the execution date of this agreement**.

B. Project Implementation Phase – Participant shall own, operate, and maintain the new vehicle according to the terms of this Agreement for not less than the number of years as shown in **Exhibit B**. Operation years will be calculated from the date the new

vehicle is placed into service. Upon the expiration of the number of years as shown in **Exhibit B**, this Agreement shall be terminated.

C. Claim for Payment Request for Reimbursement: Participant shall submit a complete claim for payment request to be reimbursed for the purchase of the new vehicle within **sixty (60) days** from the purchase date of the new vehicle, based on the invoice date of the new vehicle.

D. Current Vehicle Destruction: The current vehicles listed in **Exhibit B** shall be permanently destroyed by a program approved dismantler in accordance with the current vehicle destruction requirements specified in **Exhibit C**.

If the Participant cannot meet the Agreement Terms, the Participant must notify the District in writing with justification explaining why the Agreement Terms cannot be met. The District will review the request and determine, in its sole discretion, whether to amend the Agreement to account for Participant's written request. Participant agrees to amend the Agreement as necessary, if requested by the District, to ensure the project is completed in a timely manner. Though the District agrees it will not unreasonably deny Participant's request, Participant understands that even with written justification; the District does not guarantee an amendment will be made to the Agreement to adjust Agreement Terms and expressly reserves the right to deny such request. Participant may be subject to conditions in Paragraph 11 for non-performance with Agreement Terms.

6. ANNUAL REPORTING

A. Participant is required to submit annual reports to the District. Participant shall submit annual reports on new vehicle's operation, annual miles traveled, certification of California and District miles traveled, maintenance, and any other pertinent information requested by District on a form to be provided to Participant by District for the duration of the Project Implementation Phase specified in Paragraph 5(B).

B. The first year annual report is due on the anniversary of the date the new vehicle was purchased and placed into service and for each ensuing year thereafter.

C. The District reserves the right to monitor the new vehicle, enforce the terms of this Agreement at any time during the Agreement Term, and pursue repayment of EVRP funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

D. Noncompliance with the annual reporting requirements shall require on-site monitoring by the District and will impact the Participant's ability to receive funding from the District for future projects. Participants with reports that are more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

7. OBLIGATIONS OF PARTICIPANT

A. Participant shall purchase the new vehicle specified in Paragraph 3 to replace the current vehicles specified in Paragraph 2. It is the responsibility of the Participant to ensure the new vehicle purchased through this Agreement, including its engine, meet all program eligibility requirements. Participant must ensure the new vehicle purchased through this Agreement adheres to all the requirements set forth in Paragraph 3. If the Participant purchases a new vehicle (including the engine) that is not eligible or does not meet program requirements, the District may deny the disbursement of project incentive funds.

B. Participant shall submit a properly supported Claim For Payment (CFP), including itemized invoice(s) listing new vehicle baseline cost (without tax), license, shipping, vehicle insurance, warranty, and any other fees to the District within the Agreement Terms set forth in paragraph 5(C). The District will not reimburse the Participant for any costs on the invoice which exceed the project incentive amount indicated in this Agreement in Paragraph 4(A). The District will pay the Participant the lower of the contract amount or the final invoice amount of eligible costs.

C. Payment will be issued to Participant upon the following:

1. All required documents for a complete claim for payment request have been submitted to the District for approval.
2. Verification that the current vehicles are disabled and disposed of in a manner consistent with the District's approved disposal methods specified in **Exhibit C** of this Agreement.
3. Verification that the new vehicle is operational and eligible.

D. If necessary, Participant shall obtain through other sources sufficient additional funds to purchase the new vehicle. In the event Participant cannot obtain sufficient funds to complete the purchase of the new vehicle, the District reserves the right to terminate this Agreement.

E. Participant certifies by signature on this Agreement that the Participant has disclosed all other public funds that Participant has applied for or received for the purchase of the new vehicle in this Agreement. Participant also agrees to disclose to District the receipt of any public funds after the execution of this Agreement for the purchase of the new vehicle.

F. Participant agrees to cooperate with the District in implementation, monitoring, enforcement, and other efforts to ensure the emissions benefits associated with this Agreement are real, quantifiable, surplus, and enforceable.

- G. Participant certifies there are no outstanding California Air Resources Board (ARB) equipment violations on the existing vehicle or the Participants fleet.
- H. Participant agrees to maintain California DMV registration within the boundaries of the District on the new vehicle for the term of this Agreement.
- I. Participant agrees that, for the term of this Agreement, the new vehicle's California annual usage will be maintained at 75% within California with California base-plated registration.(Dual plate and out-of-state registrations are prohibited).
- J. Participant agrees that, for the term of this Agreement, 75% of the new vehicle's usage shall be within California and adequate records shall be maintained to demonstrate 50% of travel within the District Boundaries. Participant shall make records available to District, or designated representative(s) of the District at any time during the Agreement term. (See **Exhibit A** for the District Boundary map.)
- K. Participant agrees to comply with all applicable requirements of the EVRP final 2021 guidelines.
- L. Participant agrees to permanently remove the current vehicles from service, within **ten (10) days** of taking possession of new vehicle, by delivering the current vehicles to a participating dismantler, contracted with the District, to be scrapped, in accordance with **Exhibit C**.
- M. Participant agrees that, prior to destruction; the current vehicles will be in legally operable working condition. Operable condition will be verified prior to destruction. If the current vehicles are deemed non-operational the District will re-assess the eligibility of the current vehicles for program participation. If the District deems the current vehicles ineligible, this Agreement will be terminated and no payments shall be made by the District to the Participant for the new vehicle.
- N. Participant agrees to acknowledge the EVRP as a funding source in any related media events or other publicity material related to this Agreement.
- O. Participant agrees that at the date of execution of this Agreement, Participant has not yet purchased the new vehicle.
- P. Participant agrees that, for the term of this Agreement, the District shall be allowed to inspect the vehicle and/or records relating to the vehicle.
- Q. Participant understands and agrees that the District or its designee will conduct required pre-inspections and post-inspections on the current vehicles pursuant to this Agreement to verify that all requirements of the EVRP Program regarding eligibility of the current vehicles are met.

R. Participant represents and warrants that the new vehicle purchased is ARB verified for sale in California.

S. Participant waives all rights to any emission reduction credits that may accrue as a result of purchase of the new vehicle.

T. Participant represents and warrants that the engine in the new vehicle to be purchased shall meet or be lower than the 0.20 g/bhp-hr or less NOx emission level (FEL and Cert values) and 0.01 g/bhp-hr or less PM (Cert value) as certified by an ARB Executive Order for on-road use.

U. Participant understands that any payment(s) received to fund the new vehicle in this Agreement may be subject to taxation and that the District will issue a form 1099 to the Participant. Participant agrees to assume any tax liability resulting from receipt of payment.

V. Participant understands that EVRP funds shall only be used to offset the capital cost of the new vehicle in this Agreement and shall reduce the principal amount owed by the Participant to purchase the vehicle.

W. Participant agrees to allow for the installation of an Electronic Monitoring Unit (EMU) at any time during the Agreement term if the District deems it necessary.

X. If the Participant intends to sell or transfer ownership of the new vehicle during the Project Implementation Phase specified in Paragraph 5(B), the District must be notified by the Participant in writing of the intent and the District must approve the sale or transfer of ownership prior to the transaction. In the event Participant sells or transfers ownership of said new vehicle during the Project Implementation Phase, Participant shall return, if requested by District, pro-rated funds to the District.

8. INSURANCE AND VEHICLE WARRANTY

A. Participant is responsible for securing a major component engine warranty (minimum 1-year or 100,000-mile) for the replacement emergency vehicle commencing on the day the new emergency vehicle is purchased as indicated on the final invoice submitted for reimbursement and maintaining insurance on the new vehicle that is sufficient to repay the District's investment in case of major damage to the new vehicle at any time during the term of this Agreement. Proof of warranty (minimum 1-year or 100,000-mile) and insurance will be required prior to any payment of funds under this Agreement.

B. Participant is responsible for maintaining the new vehicle in good operating condition and according to manufacturer's recommendations.

9. FUNDING OUT

The terms of this Agreement and the services to be provided herein are contingent on the approval and receipt of funds by the District. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant 30 days' prior written notice.

10. NON-ASSIGNMENT

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

11. NON-PERFORMANCE

The District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the District there is:

- A. Failure to comply with any terms and conditions in this Agreement;
- B. Failure to purchase an eligible new vehicle and place into service within the timeframe specified in Section 5;
- C. Failure to comply with timelines for the scrapping of the current vehicles or submission of CFP;
- D. Failure to allow an EMU to be installed on new vehicle under this Agreement or tampering with an installed device or data;
- E. Misuse of the District's payments;
- F. Intentional destruction of the new vehicle or associated equipment;
- G. Failure to operate or maintain new vehicle in accordance with manufactures recommendations;
- H. Vehicle/engine is non-operational, malfunctioning, or damaged;
- I. Insufficient, incomplete, or faulty project documentation;
- J. Failure to provide documentation or reports in a timely manner;
- K. Failure to adhere to the terms of this Agreement at any time after the new vehicle is placed into service and for the amount of time specified in Section 5. Should Participant fail to adhere to the terms of this Agreement at any time after the new vehicle is placed into service, Participant shall promptly

return all, or a portion, of funds reimbursed to Participant under this Agreement. The amount of funds to be reimbursed shall be at the discretion of the District but shall not exceed the amount funded to the Participant;

- L. As a remedy for non-performance of the Participant under this Agreement, the Participant, with District approval, may transfer the emergency vehicle to a new Participant, so long as the new Participant agrees to sign an agreement under the same provisions, for the remaining Agreement term.
- M. Participant may request to buy-out remaining time on this Agreement prior to end of the Agreement term. Buy-out amount will be calculated by the District according to EVRP guidelines and may include an administrative fee. Once buy-out amount is received by District, Participant will be notified in writing of Agreement completion.

In no event shall any payment by the District constitute a waiver by the District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. The District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Agreement, and may prohibit Participant and specific vehicles from participation in any future District incentive programs. Participant shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.

In the event that the new vehicle purchased under this Agreement is in an accident, destroyed, stolen, or otherwise rendered permanently inoperable, or does not perform to the satisfaction of the Participant, the Participant may replace the new vehicle with an equivalent new vehicle that, is a EVRP eligible vehicle that meets or is lower than the 0.20 g/bhp-hr or less NO_x emission level (FEL and CERT values) and 0.01 g/bhp-hr or less PM (CERT value) emission level and meets EVRP guideline requirements. The Family Emission Level (FEL) and Certification Level on the Executive Order (EO) for the replacement vehicle's engine must be at or below the aforementioned g/bhp-hr requirement for NO_x and PM, to fulfill the remainder of Participant's obligation under this Agreement. As this situation will require an amendment to the existing Agreement, Participant must receive prior authorization from the District in advance of any repairs and/or purchases, and must provide any and all replacement vehicle information to the District, additional vehicle inspections by District staff may be required.

12. NONDISCRIMINATION

During the performance of this Agreement, Participant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry,

religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Participant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Participant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Participant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

13. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at District's request, defend District, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in agreement, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to District which arises from any negligent or wrongful acts or omissions of Participant, its officers, agents, subcontractors, or employees in their performance of this Agreement or arising out of Participant's use of the new vehicle.

14. RECORD KEEPING

Participant shall maintain records pertaining to the new vehicle sufficient to provide, on an annual basis, information regarding annual mileage, fuel usage, invoices, general maintenance details, correspondence associated with the application, award, agreement, monitoring, enforcement, and reporting requirements and any other available information that may be deemed pertinent to the evaluation of the program for the entirety of this agreement commencing on the day the new vehicle is purchased, as indicated on the final sales invoice.

Records shall be readily available and accessible to the District upon request for the purposes of ongoing evaluations or auditing.

15. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

Raychel Jackson
Tracy Rural County Fire
Protection District
793 S. Tracy Blvd #298
Tracy, CA 95376

DISTRICT

Samir Sheikh
Executive Director/APCO
1990 E. Gettysburg Avenue
Fresno, California 93726
(559) 230-6000

Any and all notices between the District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party.

16. BINDING UPON SUCCESSORS

This Agreement, including all covenants and conditions maintained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

17. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

18. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of the District, complete all activities provided herein within the time schedule outlined in this Agreement, provided that Participant is not caused unreasonable delay in such performance due to circumstances beyond the Participant's control.

19. SEVERABILITY

It is understood that if a court holds a specific provision within this Agreement invalid, the remaining provisions of this Agreement continue in effect.

20. FORCE MAJEURE

It is understood that the District and the Participant are not liable for delay or failure in performance resulting from acts beyond their control.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Participant and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

22. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

23. NO FINANCIAL THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of the District, and no other person, firm, corporation, or entity shall be deemed an intended financial third-party beneficiary of this Agreement.

24. AUDIT

In addition to enforcement by the District, the District reserves the right to perform audits of equipment and documentation and enforce the terms of this Agreement at any time during the Agreement term.

25. COUNTERPARTS

This Agreement may be executed in counterparts, and each of those counterparts shall be deemed an original for all purposes.

PARTICIPANT

Tracy Rural County Fire Protection District

DocuSigned by:
By: Rachel Jackson
Rachel Jackson

SJVAPCD

San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Monte Reyes
Mayor Monte Reyes
Governing Board Chair

Recommended for approval:

San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Sheraz Gill for
Samir Sheikh
Executive Director/APCO

Approved as to legal form:

San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Annette A. Ballatore
Annette A. Ballatore
District Counsel

Approved as to accounting form:

San Joaquin Valley Unified Air Pollution Control District

DocuSigned by:
Mehri Barati
Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:

San Joaquin Valley Unified Air Pollution Control District

Program: 282
Account No.: _____

MAP OF THE SJVAPCD BOUNDARIES

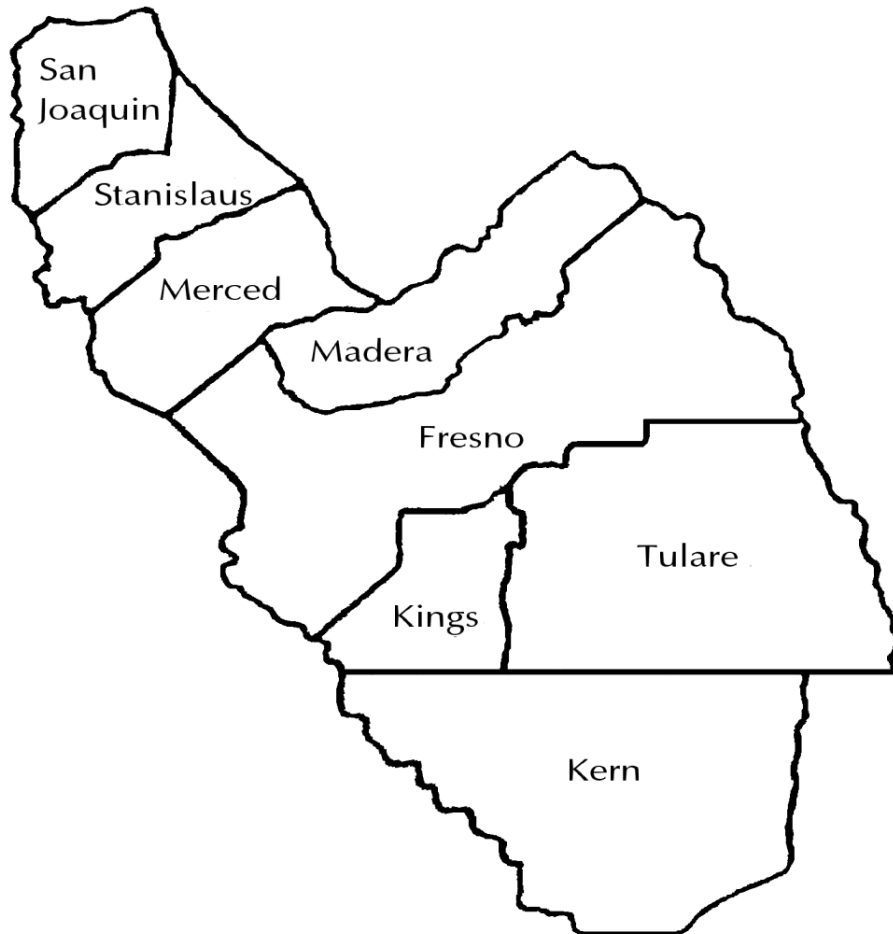


EXHIBIT A

G-118023-A1
Tracy Rural County Fire Protection District

Unit # 2	Current Vehicle #1	Current Vehicle #2	New Vehicle
Make:	Pierce	Pierce	
Model:	Tilt Cab	Tilt Cab	
VIN:	4PICT02H83A003192	4PICT02M0YA00341	
Year:	2003	2000	2022
Fleet ID:	99	90	
GVWR	33000	33000	47050
	Current Engine	Current Engine	New Engine
Make:	Detroit Diesel	Cummins	
Model:	6067HK4F	ISC 350	
Serial #:	06R0728575	45931077	
Year:	2003	2000	
Intended Service Class	HHDD	HHDD	HHDD
NOx Emission Level			0.20
Fuel:	Diesel	Diesel	DSL

Vehicle Usage	
% of usage within District:	95.00
% of usage within California:	100.00
Project Life (reporting length):	14

Exhibit B

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

Current (Old) Vehicle Disposal Requirements

Participant is required to dispose of the current vehicles and their engines listed in **Exhibit B** of this Agreement in the following manner:

1. The Participant must transfer the current vehicles and their engines for permanent destruction to a District approved dismantler within **10 days** of receiving/purchasing the new vehicle, as determined from the invoiced date of the new vehicle.
2. The Participant is responsible for ensuring the current vehicles and their engines are submitted to the dismantling facility in a timely manner to allow the dismantler ample time to properly destroy the vehicle and engine. The Participant is responsible for coordinating the destruction efforts with the dismantler.
3. Upon transfer of the current vehicles and their engines, the Participant must obtain an acceptable receipt from the dismantler as described in the program specific Payment Procedures document.
4. The District approved dismantler has **30 days** from the transfer date, as determined from the date on the receipt provided to Participant, to properly destroy the current vehicles and their engines. The engine block and frame of the current vehicle must be physically destroyed in such a manner to eliminate the possibility of future operation. Engine blocks shall be punctured, with a 4-6 inch diameter hole cut in the engine block including a portion of the oil pan rail, and the vehicle frame shall be dismantled, cut and/or demolished to render the current vehicle useless.

Once the current vehicles and their engines have been properly destroyed, the dismantler will notify the District to schedule an on-site post-inspection of the current vehicle and engine.

The destruction of the current vehicles and their engines by the Participant will render the project ineligible for funding. Funding is not available for the salvage of any current vehicle. The current vehicle salvage value will be negotiated between the Participant and the dismantler.

The District holds the Participant and dismantler responsible to ensure the disabled current vehicles and their engines do not return to service. If the disabled current vehicles and/or engines is/are found to be operational at any time after the post-monitoring inspection, the Participant and/or dismantler will be subject to enforcement action by the District, including repayment of incentive funds, civil penalties, and any other legal action deemed appropriate.

Exhibit C



Tracy Rural County Fire Protection District

Agenda Item 4.6

STAFF REPORT

Meeting: Regular Meeting
Date: July 8, 2025
To: Board of Directors
Prepared by: Raychel Jackson, District Clerk
Approved by: Jeff Ramsey, Chairperson

Re: Receive Report on TRFD Station Maintenance

RECOMMENDATION

☐ Action Item ☒ **Non-Action Item**

Receive an update on Station 93, Station 94 and Station 95 maintenance issues and modifications and provide direction to staff concerning future projects.

BACKGROUND

Station 93, located at 1400 W Durham Ferry Road, was constructed and occupied in 2006. Station 94, located at 16502 West Schulte Road, was remodeled from an existing 20+ year old ranch house into a fire station in 1995. Over the years, both stations have experienced maintenance issues that can be attributed to their age and the normal wear and tear related to fire station operations.

DISCUSSION

Ongoing maintenance and repairs at all stations. The following is the Building Maintenance budget for each station ending June 2025:

<i>Station</i>	<i>Expenses as of 06/30/25</i>	<i>FY 24/25 Budget</i>
Station 93	\$13,767.06	\$40,000.00
- Station 93 CIP	\$65,851.50	Extractor
- Solar	\$144,160	\$120,000.00
Station 94	\$87,442.60	\$40,000.00
- Station 94 CIP	\$87,958.83	Kitchen
Station 95	\$4,266.40	\$15,000.00

FISCAL IMPACTS / ATTACHMENTS

None.