ALBEMARLE COUNTY FIRE RESCUE ADVISORY BOARD
AGENDA
Wednesday September 23, 2009 ● 1900 Hours ● County Office Building-McIntire, Lane Auditorium

I. Call to Order
   • Moment of Silence
   • From the Board: Matters Not Listed on the Agenda
   • From the Public: Matters Not Listed on the Agenda

II. Consent Agenda

III. Board of Supervisors Report
   A. EMS Revenue Recovery
   B. Ordinance

IV. Unfinished Business
   A. Operations Committee – establishment
   B. FBC – update
   C. VIP – update
   D. SAFER Grant RFP – update
   E. New paging system/combined dispatch – update

V. New Business
   A. Volunteer Health Insurance
   B. Volunteer Exit Surveys
   C. ACFR Accident at Station 4
   D. VOSH Consultation – History of events and next steps
   E. Public Access Defibrillation

VI. Other Business

VII. Next Meeting: Wednesday, 28 October 2009 at 1930 Hours

VIII. Adjournment
II.A. FOR ACTION/APPROVAL:

1. Minutes of 26 August 2009 Meeting

II.B. FOR INFORMATION:

Standing Committee Reports
2. Training Report

Updates
3. Volunteer Recruitment & Retention No Report
4. City-County Contract Management Board No Report
5. Emergency Communications Center Update No Report
6. Thomas Jefferson EMS Council No Report

Reports
7. Planned Development Report No Report
8. Incident Reporting Compliance Written Report
9. Personnel Reporting Compliance Written Report
11. Apparatus Report No Report

Other

12.
ALBEMARLE COUNTY FIRE RESCUE ADVISORY BOARD
MINUTES
Wednesday, 26 August 2009
1900 Hours
County Office Building-McIntire, Lane Auditorium

I. Chief Cersley called the meeting to order.

The following members were in attendance:

John Oprandy, Fire Rescue
Mark Moore, East Rivanna
Timothy Cersley, Scottsville Fire
Doug Smythers, Seminole Trail
Kostas Alibertis, Western Albemarle Rescue

Robert Baber, Crozet
George Stephens, North Garden
James MacDonald, Scottsville Rescue
Ted Armentrout, Stony Point

Others in Attendance:

Ken Boyd, Board of Supervisors
Bryan Elliott, Assistant County Executive
Tom Hanson, ECC
Drew Lawrence, Seminole Trail
Preston Gentry, Crozet
Bob Brown, ACFR

Ann Mallek, Board of Supervisors
Lanny Moore, East Rivanna
Kathy Richardson, ECC
Jack Mellott, Stony Point
Chuck Pugh, North Garden
Wendy Roberman, ACFR

A moment of silence was observed.

From the Board: Matters Not Listed on the Agenda

From the Public: Matters Not Listed on the Agenda

Item added to Other Business – Mr. Moore asked to add 9-11 Remembrance and Information about Singer to the agenda.

Items added to Operations – Chief Smythers asked to add Safety Issues to the agenda. Chief Stephens asked to add downed trees in road ways and command vehicle manufacture to the agenda.

Item added to Unfinished Business - Mr. Mellott asked to add volunteer insurance to the agenda.

II. Consent Agenda

Chief Smythers made the motion to approve the consent agenda. Chief Armentrout seconded the motion. The motion was passed.

III. Board of Supervisor Report
A. EMS Recovery
   1. Mrs. Mallek provided a copy of the press release to the chiefs.
2. The hearing will on the Ordinance will be in September.
3. Discussion held.

B. Ordinance
   1. Ordinance Committee is to reconvene in September.
   2. Discussion held.

V. Unfinished Business

A. Operations Committee – establishment
   1. At least 2 people are needed for this committee.
   2. This committee would meet before the ACFRAB meeting and bring recommendations and policy changes to this board.
   3. Discussion was held.

B. FBC update
   1. Budgets are due on October 1, 2009.
   2. Audits are due. If you have not already turned your audit in, please do so.

C. SAFER Grant Update
   1. Chief Oprandy said that Purchasing is working on the final RFP draft and should be ready for review at next month’s meeting in the final format.
   2. Discussion was held.

D. Volunteer Insurance
   1. Mr. Mellott said that Human Resources (HR) had a consultant to analyze the health insurance policy to see if volunteers could purchase their insurance through the County.
   2. The consultant did not recommend this unless 75% of the volunteers participated.
   3. Discussion held.

VI. New Business

VII. Other Business

A. Apparatus Committee
   1. Scottsville Apparatus
      a. Mr. Moore said that there is an additional $ 32,000 cost for Scottsville’s apparatus due to NFPA changes. There are no changes to the standard specifications.
      b. The apparatus for Scottsville is getting ready to be moved on to purchasing.
   2. Western Albemarle Rescue Apparatus
      a. Specifications have been received.
      b. They have been sent to Chief Brown and they will be sent to purchasing.
      c. Discussion held.

3. Command Vehicle – Manufacture
   a. Chief Stephens asked if there was a specific manufacturer that had to be used to purchase a command vehicle.
   b. Mr. Moore said that it did not matter with the provision that they have similar GVW ratings that had been purchased in the past.
   c. Discussion was held.

B. 9-11 Remembrance
   1. Mr. Moore asked if anyone would be interested in having a 9-11 remembrance.
   2. Discussion was held.
   3. Mr. Gentry and Mr. Moore will work on this event.
   4. They asked the information be shared with the departments.
   5. This event is to be at the County Office Building on September 11 at 5 PM.
C. Down Trees on Roadways
   1. Chief Stephens would like to see the Downed Trees on Roadways policy to be revisited due to the response of VDOT in that there have been incidents involved with trees in the roadway.
   2. Discussion was held.

D. Safety Issues
   1. Chief Smythers said that he participated in a meeting with OSHA and would like to know what safety issues there are so they can be resolved.
   2. Chief Oprandy said that an employee had brought general concerns to Chief Eggleston. Those concerns were given to Human Resources and they asked an independent company to come into see if there were any issues. Mr. Elliott said that this was an employer replying to a concern expressed by a group of employees.
   3. The report from that company has not yet been received.
   4. Discussion was held.
   5. Chief Cersley would like it to be reflected in the minutes that Chief Eggleston was asked last meeting by several members of this board what the safety issues were, when he (Chief Eggleston) made a point to say there were safety issues. Chief Cersley said that there were no issues to be brought forward.

VIII. Next Meeting(s)
   Wednesday, 23 September 2009 at 1900 Hours, COB-McIntire, Lane Auditorium
   Jefferson Country Fire & Rescue Association meets 1900-2000 Hours in January, April, July, and October.

IX. Chief Cersley adjourned the meeting.

Respectfully submitted: Christina Davis
I. The meeting was called to order at 1835 hours.

The following members were in attendance:
Calvin Butler, East Rivanna       Chuck Pugh, North Garden
Solomon Kaplan, Earlysville      Jon Wood, Stony Point
Jeff Bozzone, Seminole Trail    Diane Butler, Monticello
James Wyant, Hollymead          M. Scott Lambert, ACFR

The following members were absent:
Crozet Vol. Fire                   City of Charlottesville Vol. Fire
City of Charlottesville Fire     CARS
WARS                                     SVRS
Scottsville Fire

Others in Attendance:
Matthew Reed, ACFR

II. Unfinished Business
A. Fall Course Registration
   i. An update was provided as to the current registration of the fall courses. Demand for classes is below average this fall; committee members felt overlapping of course dates might be a potential cause. Multiple courses outside of training committee involvement are scheduled this fall, many with conflicting dates. Discussion was held.

B. Apparatus Requests
   i. Lead instructors for programs have been in contact with stations referencing equipment needs to support the courses. Efforts will be made to standardize the approach in which instructors contact the stations, inclusive of point of contacts and setting of expectations. Discussion was held.

III. New Business
A. Scottsville EMT course
   i. Start date for the course was announced (October 19th). More information to follow; ACFR will be handling registration. In addition, WARS is currently seeking an additional course this fall, with dates TBD. Discussion was held.
B. Request for Proposal on Officer Development Program
   i. The RFP for the ODP was discussed for content and scope. Areas for revision include identification of stakeholder groups and verbiage describing the scope of the project. Revisions will be made and submitted to the committee within 24 hours. A two week comment period is allowed with the intention of this being an agenda item for the September ACFRAB meeting. Discussion was held.

IV. Other Business
   A. FireRMS Reporting
      i. NIMS reporting is due to the EM prior to the next meeting. Please ensure that your report is accurate; if you need an additional copy, please contact the office. Staff resources are available to assist in the logging of training.

V. Next Meeting
   i. The next meeting is scheduled for Wednesday, 7 October at 1830 hours.

VI. Adjournment
   i. The Training Officers meeting was adjourned at 2010 hours.

Respectfully submitted,
Scott Lambert
Incomplete Incidents

Incidents Not Completed


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## PERSONNEL REPORTING
### PERIOD ENDING 31 August 2009
#### 23 September 2009

**Goal:** 100 percent of volunteer records are accurate and complete.

### Station Personnel

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</tr>
<tr>
<td>Charlottesville-Albemarle Rescue Squad</td>
<td>230</td>
<td>209</td>
<td>21</td>
<td></td>
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</tr>
<tr>
<td>Crozet Volunteer Fire Department</td>
<td>82</td>
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<td>6</td>
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<tr>
<td>Earlysville Volunteer Fire Company</td>
<td>62</td>
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<td>7</td>
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</tr>
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<td>East Rivanna Volunteer Fire Company</td>
<td>56</td>
<td>42</td>
<td>14</td>
<td>2</td>
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</tr>
<tr>
<td>Hollymead Fire Rescue</td>
<td>14</td>
<td>14</td>
<td>0</td>
<td>2</td>
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</tr>
<tr>
<td>Monticello Fire Rescue</td>
<td>9</td>
<td>8</td>
<td>1</td>
<td>3</td>
<td></td>
</tr>
<tr>
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<td>Scottsville Volunteer Fire Department</td>
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<td>Scottsville Volunteer Rescue Squad</td>
<td>48</td>
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<td>Seminole Trail Volunteer Fire Department</td>
<td>75</td>
<td>74</td>
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<td>40</td>
<td>35</td>
<td>5</td>
<td>1</td>
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</tr>
<tr>
<td>Western Albemarle Rescue Squad</td>
<td>73</td>
<td>73</td>
<td>0</td>
<td></td>
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<td><strong>Total</strong></td>
<td><strong>845</strong></td>
<td><strong>761</strong></td>
<td><strong>84</strong></td>
<td><strong>12</strong></td>
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</table>

### Station Incomplete Records

<table>
<thead>
<tr>
<th>Station</th>
<th>Number of Personnel with Incomplete Records</th>
<th>Percentage of Complete Records</th>
<th>Percentage Change from Preceding Reporting Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albemarle County Fire Rescue (Career)</td>
<td>0</td>
<td>99%</td>
<td>-1</td>
</tr>
<tr>
<td>Albemarle County Fire Rescue (Non-Station Volunteer)</td>
<td>0</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Charlottesville-Albemarle Rescue Squad</td>
<td>230</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crozet Volunteer Fire Department</td>
<td>30</td>
<td>63%</td>
<td></td>
</tr>
<tr>
<td>Earlysville Volunteer Fire Company</td>
<td>58</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td>East Rivanna Volunteer Fire Company</td>
<td>52</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>Hollymead Fire Rescue</td>
<td>8</td>
<td>43%</td>
<td>+10%</td>
</tr>
<tr>
<td>Monticello Fire Rescue</td>
<td>5</td>
<td>44%</td>
<td>+27%</td>
</tr>
<tr>
<td>North Garden Volunteer Fire Company</td>
<td>35</td>
<td>7%</td>
<td>+4%</td>
</tr>
<tr>
<td>Scottsville Volunteer Fire Department</td>
<td>44</td>
<td>4%</td>
<td>+4%</td>
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<tr>
<td>Scottsville Volunteer Rescue Squad</td>
<td>47</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seminole Trail Volunteer Fire Department</td>
<td>69</td>
<td>11%</td>
<td>+3%</td>
</tr>
<tr>
<td>Stony Point Volunteer Fire Company</td>
<td>39</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Western Albemarle Rescue Squad</td>
<td>73</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**New Fields** – Date of Birth, Gender, Social Security Number, Driving Status, Background Screening, and Emergency Notification Data
# BUDGET SUBMISSIONS

23 September 2009

## FY 2010-2011 OPERATING BUDGET REQUESTS (Due by 1 October 2009)

<table>
<thead>
<tr>
<th>Budget Submitted</th>
<th>Submissions Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>East Rivanna</td>
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<tr>
<td></td>
<td>North Garden</td>
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<td></td>
<td>Earlysville</td>
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<tr>
<td></td>
<td>Crozet</td>
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<td>Stony Point</td>
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<td></td>
<td>Scottsville</td>
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<tr>
<td></td>
<td>Seminole Trail</td>
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<td></td>
<td>CARS</td>
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<tr>
<td></td>
<td>WARS</td>
</tr>
<tr>
<td></td>
<td>SVRS</td>
</tr>
</tbody>
</table>

## FY 2008-2009 ACTUAL EXPENDITURES STATEMENT REPORT (Due by 1 October 2009)

<table>
<thead>
<tr>
<th>Expenditure Statement Submitted</th>
<th>Submissions Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>East Rivanna</td>
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<td></td>
<td>North Garden</td>
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<td>Earlysville</td>
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<td>WARS</td>
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<td>SVRS</td>
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</table>
### FY 2005-06 Audit Submissions (Past Due)

<table>
<thead>
<tr>
<th>Audit Submitted</th>
<th>Submissions Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>East Rivanna</td>
<td>Crozet</td>
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<tr>
<td>North Garden</td>
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<td>Earlysville</td>
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<td>Scottsville</td>
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<td>Seminole Trail</td>
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<td>CARS</td>
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<td>WARS</td>
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</tr>
<tr>
<td>SVRS</td>
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</tbody>
</table>

### FY 2006-07 Audit Submissions (Due 30 April 2008) (Past Due)

<table>
<thead>
<tr>
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<td>North Garden</td>
<td>Scottsville</td>
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<td>Earlysville</td>
<td>CARS</td>
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<tr>
<td>Stony Point</td>
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<tr>
<td>Seminole Trail</td>
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<td>WARS</td>
<td></td>
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<tr>
<td>SVRS</td>
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</tbody>
</table>

### FY 2007-08 Audit Submissions (Due 30 April 2009)

<table>
<thead>
<tr>
<th>Audit Submitted</th>
<th>Submissions Outstanding</th>
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</thead>
<tbody>
<tr>
<td>Earlysville</td>
<td>East Rivanna</td>
</tr>
<tr>
<td>Crozet</td>
<td>North Garden</td>
</tr>
<tr>
<td>Stony Point</td>
<td>Scottsville</td>
</tr>
<tr>
<td>Seminole Trail</td>
<td>CARS</td>
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<tr>
<td>WARS</td>
<td>SVRS</td>
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</tbody>
</table>


<table>
<thead>
<tr>
<th>Audit Submitted</th>
<th>Submissions Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>East Rivanna</td>
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<tr>
<td></td>
<td>North Garden</td>
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<td></td>
<td>Earlysville</td>
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<td>Stony Point</td>
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<td>Scottsville</td>
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<td></td>
<td>Seminole Trail</td>
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<td></td>
<td>CARS</td>
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<td></td>
<td>WARS</td>
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<tr>
<td></td>
<td>SVRS</td>
</tr>
</tbody>
</table>
County of Albemarle, Virginia

Request for Proposals #2009-09233-06

Consultant to Create an Officer Development Program for Albemarle County Fire Rescue

August 28th, 2009

1. Introduction

The Albemarle County Department of Fire Rescue (ACFR) seeks qualified firms to design, develop, and beta deliver a three-year company officer development program targeted to current and future officers. In addition to the officer development program, the project includes:

- a single leadership summit focused on volunteer and combination department issues,
- incentive and recognition components for the program,
- administrative assistance for the evaluation of the program,
- customization of officer development curricula with self-implementation of a delivery-ready program, and
- future succession planning and officer development program development recommendations.

The program must be designed and delivered based on schedules conducive to the unique needs of a combination volunteer-career department, with specific emphasis on the requirements of volunteer staff. The program should be designed in a manner allowing multiple opportunities to receive all offerings within a given timeframe. Awarding of the contract will result in the winning proposal engaging with a steering committee comprised of system representatives under the authority of our Advisory Board (ACFRAB).

2. Background

USFA research reveals that skilled department leadership is one key to resolving retention and recruitment problems. Effective leadership helps retain volunteer staff, and ineffective leadership is the most common reason for a decline in volunteer staffing.

Approximately 90 leadership positions exist within the ACFR system, with some lacking the credentials and experience necessary to proficiently perform as an officer within the system. This program will help ensure that existing officers receive the training needed to lead their personnel and to train new, less-experienced personnel, to become strong leaders. Such an initiative is necessary due to high levels of turnover within our supervisory ranks. Succession planning is crucial to ensure a continuity of balanced and experienced leadership in the system; the problem will exacerbate if not addressed.
3. Project Description / Required Services

Task I-A: Project Initiation and Development of Work Plan
The selected firm will develop a project work plan based on the scope of work and coordinate with the organization’s project team, customers, and stakeholders to gain a comprehensive understanding of the organization’s background, goals, and expectations for the company officer development program. This work plan will be developed by identifying:

- primary tasks to be performed,
- person(s) responsible for each task,
- time table and milestones for each task to be completed,
- method of evaluation results,
- resources to be utilized, and
- possible obstacles, challenges, and problem areas associated with the accomplishment of each task.

This exchange will also help establish working relationships, make logistical arrangements, determine an appropriate line of communications, and finalize contractual arrangements.

Task I-B: Acquisition and Review of Background Information
The selected firm will request pertinent information and data from the organization’s assigned project manager. This data will be used extensively in the analysis of the organization’s needs and expectations for a comprehensive company officer development program. The information relevant to this project may include, but may not be limited to, the following:

- organizational direction statements, strategic plan, and/or master plan,
- past or current organization studies or research,
- community comprehensive plan documents, including future and current land use information,
- local census and demographics data,
- zoning and planning maps and code,
- financial data, long-range financial plans and projections,
- organization policies, procedures, and guidelines,
- organization service delivery practices, objectives, and targets,
- facilities and apparatus inventories,
- local collective bargaining agreement(s), cooperative service agreement(s), service contract(s), etc., if applicable,
- automatic and mutual aid agreements,
- records management data and incident data,
- technology infrastructure overview and inventories,
- local geographic information systems (GIS) data,
- training records, programs, schedules, facilities, and data, and
• other information and data as needed.

Task I-C: Stakeholder and Customer Involvement
The selected firm’s project team will conduct interviews with, and gather information from, key personnel including:
• senior organization staff,
• organization managers, officers, career and volunteer staff,
• external regional fire and emergency medical services (EMS) agencies,
• operational medical director, EMS council, or governing authority,
• volunteer groups and organizations,
• others as they may contribute to this project.
The project team may interview key stakeholders and/or customers of any organization associated or impacted by this project.

The information received from these interviews will assist the selected firm’s project team with fully understanding the need for and expectations from a comprehensive company officer development program.

Phase II: Program Analysis and Development
Task II-A: Development of Draft Company Officer Development Program
The selected firm’s project team will analyze pertinent strengths, weaknesses, opportunities, and threats facing the organization concerning company officer development and will prepare a draft program for input and comment from organizational leadership, stakeholders, and customers. The program will be designed – in format and schedule – to meet the unique needs of the organization, in a fashion allowing multiple opportunities to receive all offerings within established timeframes.

The company officer development program may include or be based upon, but may not be limited to, modules/components to address:
• National Incident Management Systems (NIMS);
• leadership;
• management;
• strategies and tactics;
• EMS-specific issues;
• leadership summit/symposium delivery;
• program design and development,
• program graduation, incentives, administration, and evaluation,
• National Fire Protection Association (NFPA) 1021: Standard for Fire Officer Professional Qualifications;
• Commonwealth of Virginia, Department of Health, Office of Emergency Medical Services (OEMS), recommended standards for EMS Officers;
• Center for Public Safety Excellence (CPSE) standards for Chief Fire
Officer (CFO) and Chief Medical Officer (CMO);
• other standards, guidelines, expectations, or accepted tenets; and
• issues specific to volunteer-career combination organizations.

Task II-B: Review of Draft Program
Stakeholder and customer input and feedback is a vital, critical part of this project and adequate opportunity will be provided for review and discussion of the draft program. The selected firm’s project team will work to gather detailed insight into the attitudes and perceptions of organization staff, both career and volunteer.

Task II-C: Final Development of Company Officer Development Program
Based on the input and feedback received during the review task, the selected firm’s project team will meet with organizational leadership to make revisions to the final program.

Phase III: Program Delivery
Task III-A: Beta Program Delivery by Selected Firm’s Project Team
The selected firm’s project team, consultants, and contractors will deliver the initial officer development program in cooperation with organization training staff and leadership. The beta program delivery will:
• have clear, measurable goals and expectations,
• be flexible and tailored to the dynamics of the organization,
• offer multiple opportunities for participation, and
• provide incentives and recognition for participants.

Task III-B: Review of Beta Program
The selected firm’s project team will facilitate a professionally-prepared participant survey instrument to receive input and feedback on the beta delivery of the program. The web-based survey instrument will be limited to 50 or fewer data points to encourage thoughtful participation, and may include:
• motivations for participation in the program,
• attitudes toward time commitment required by the program,
• perceptions of program, and
• feelings and thoughts toward the organization’s efforts to develop qualified, professional company officers.
The selected firm’s project team will compile the data collected from the surveys and provide a summary report to the organization. All completed surveys, data, responses, and identifiable markers will be confidential.

Task III-C: Program Relay to Organization Staff
The selected firm’s project team will relay complete curriculum and materials to organization staff for self-implementation and future program delivery. The company officer development program will be a “turn-key” program suitable to the needs and expectations of the department as contractually agreed upon. The selected firm’s project team will be available for assistance and guidance based on an agreed compensation/fee schedule. The organization may also elect to
employ the selected firm for the development of a train-the-trainer program as an add-on project.

Phase IV: Report

Task IV: Development and Delivery of Project Report
The selected firm’s project team will develop and deliver to the organization a project report related to officer development which may include:

- analysis of the organization’s officer development needs, programs, and expectations,
- review of the officer development program project,
- results of the beta program delivery,
- stakeholder and customer feedback, input, and survey summary, and
- recommendations for further succession planning and officer/executive development programs.

4. Proposal Content

Each proposal to this request should contain the following:

Concept: presentation of concept of the tasks, demonstrating and understanding of the goals and the project.

Methodology: a description of methodology of the design process and conversion.

Experience: a description of previous experience in performing similar projects. Proposals should include name, address, phone number and type of project for at least four references.

Staffing: A resume including the name, experience and qualifications of principals and the employees to be involved in the project.

5. General Qualifications

The selected firm must have proven experience in the field of fire, EMS, hazardous materials, and officer training and be a recognized expert by the emergency services community. The selected firm is expected to have a proven track record with officer development programs and support.

The selected firm should be able to provide a customized solution for ACFR’s officer development program, including:

- program/curriculum analysis and development,
- program delivery and training,
- event/summit/symposium planning and execution,
- program evaluation, and
future program considerations and recommendations.

6. Evaluation Criteria

The County will use the evaluation criteria described below to compare and weigh the various proposals submitted. Companies submitting proposals are expected to provide sufficient information in their responses to allow complete evaluation to occur for each criteria listed.

a) **Strength of Overall Proposal.** Overall quality of proposal submitted that specifically addresses the County’s RFP including the basic approach and understanding of the County’s objectives.

b) **Hourly Rate and Travel Costs**

c) **Experience.** The quality and quantity of past performance of previous contracts or services on similar projects. Emphasis will be placed on firms or individuals with experience performing the variety of services that Albemarle County may require during the course of the project.

d) **Ability to Perform.** The ability, capacity and skill of the individual or firm to perform the contract or provide the services required. The county reserves the right to accept or reject any staff assigned to this project.

e) **Timeliness.** Time frame in which the service can be provided without undue delay or interference. Immediate availability to start work will be highly advantageous.

f) **Quality of References.** Satisfaction of former clients in the design and implementation of web site creation projects.

g) **Staffing.** Experience and abilities of the selected offeror(s) to supply the staff to perform services needed within a reasonable period of time.
Communications:

All questions and/or requests for information regarding this RFP shall be directed in writing to hgravitt@albemarle.org Hugh M. Gravitt III, CPPB, Purchasing Agent, County of Albemarle, 401 McIntire Road, Room 248, Charlottesville, Virginia 22902-4596; phone (434) 296-5854.

The proposal submission shall conform to the following items:

Offers must submit a complete response to this RFP. Nine (9) sets of the proposal (one original and eight copies) must be submitted prior to 3:00 pm., Wednesday, September 23, 2009 at the Purchasing Office of the Albemarle County Office Building, Room 248, 401 McIntire Road, Charlottesville, Virginia 22902-4596. No other distribution of the proposal shall be made by the offeror.

Each Proposal mailed or sent by a parcel service must be addressed to: Mr. Hugh M. Gravitt III, CPPB, Purchasing Office, Room 248, County of Albemarle, 401 McIntire Road, Charlottesville, Virginia 22902-4596. Offerors are advised that mail and parcels are received by the County in a central mailroom, and then distributed to the various offices and departments within the County Office Building. The County makes no assurance that a proposal will be delivered to the Albemarle County Purchasing Office on the same date that it is received in the mailroom. It shall be the sole responsibility of each offeror to assure that its proposal is timely delivered. A proposal that is received by the mailroom but not received in the Albemarle County Purchasing Office by the date and time requested, for any reason whatsoever, will be rejected as untimely.

The proposal must be signed by a person in order to be considered. If the vendor is a corporation, limited liability company, or other business organization, the proposal must be submitted in the name of the corporation or business, not simply the corporation or business’s trade name. The vendor must state that corporate or other title of the individual signing the proposal, and shall state that such individual is authorized to act on behalf of the vendor. The Signature/Certificate of no collusion sheet is page #16 of this proposal and shall be signed and submitted with the proposal.

Proposals shall be clearly marked: RFP # 2009-09233-06, Consultant to Create an Officer Development Program for Albemarle County Fire Rescue

The County will not assume responsibility for any oral instructions.

Each late proposal shall be returned unopened to the vendor.

IDENTIFICATION OF PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted in a proposal shall not be subject to disclosure under the Virginia Freedom of Information Act. However, in order for this information to be protected from
disclosure, the vendor must specifically invoke the protections of Virginia Code Section 2.2-4342 (F) prior to or upon submission of the trade secrets or proprietary information. The vendor must clearly identify any part of its proposal considered to be protected as trade secret or as proprietary information, and must state the reasons why protection is necessary.

Any vendor shall identify a trade secret or proprietary information by clearly stating “Trade Secret” or “Proprietary Information” adjacent to the particular information, and by clearly identifying the information to be subject to the protection, such as by encircling, highlighting, underlining or other similar means. The vendor shall state the reasons why protection is necessary on a separate page of the proposal.

Any vendor shall not identify as a trade secret or proprietary information those sections of the proposal that are material to Albemarle County’s ultimate award of the contract.

The County reserves the right to contact a vendor and to request that the vendor explain or clarify why the vendor identified certain information as a trade secret or as proprietary information.

No vendor shall identify as trade secret or proprietary information their complete proposal.

ADDENDA: A vendor who requests clarification or interpretation of or improvements to this Request for Proposals’ general terms, conditions, specifications or requirements shall make a written request which must be received in the Albemarle County Purchasing Office at least seven calendar days prior to the date set for the receipt of proposals.

If the Albemarle County Purchasing Office determines that a clarification or further information is necessary, it shall issue an addendum to this RFP. The addendum shall be issued no later than five calendar days prior to the date set for the receipt of proposals.

An addendum extending the date for the receipt of proposals or withdrawing this RFP may be issued at any time prior to the date set for the receipt of proposals.

It is the responsibility of each prospective vendor to provide the Albemarle County Purchasing Office with the name, address, telephone number and fax number of the person to whom addenda should be sent.

The Albemarle County Purchasing Office may issue an addendum by fax or by any other means.

COMMENTS: It is Albemarle County’s intent that this RFP promote competition. Each vendor is responsible for advising the County if any language, requirements,
specifications, or other elements of this RFP inadvertently restrict or limit the requirements stated in this RFP to a single source. The Albemarle County Purchasing Office must receive the notification not later than seven days prior to the date set for the receipt of the proposals. A review of such notifications will be made.

Albemarle County solicits comments from all vendors concerning this RFP.

Requests for clarification of information contained in this RFP will be responded to within seventy-two (72) hours. Questions which result in a modification to information contained in this RFP or additional information shall be answered collectively in the form of an addendum to this RFP. The addendum shall be issued no later than five calendar days prior to the date set for the receipt of proposals. All requests for clarification of information and other questions shall be directed to the Purchasing Agent in writing.

Each vendor is responsible for examining and understanding this RFP prior to submitting a proposal.

Each vendor shall demonstrate its ability to timely deliver the requested services.

The County reserves the right to request verification, validation or clarification of any information contained in a proposal.

The County reserves the right to waive any informality in a proposal.

Selection will be in accordance with the Virginia Public Procurement Act in the Virginia Code, Section 2.2-4301.

Vendors are advised that time will be of the essence.

All references to “County,” “Albemarle County,” and similar means the County of Albemarle, Virginia.

GENERAL PROPOSAL REQUIREMENTS AND INFORMATION:

NON-DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS: The County does not discriminate against faith-based organizations.

The County reserves the right to make inquires to any current and/or former contracts/clients, whether or not the clients are identified by the vendor in the proposal.

CERTIFICATE OF NO COLLUSION: Vendor agrees to certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia as amended. Furthermore, vendor understands that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid
Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

CERTIFICATE OF NO COLLUSION must be included in the proposal and must be completed for the proposal to be considered.

TAXES: Albemarle County is exempt from state, local and federal sales, use, or excise taxes.

MODIFICATION OF PROPOSALS: A proposal may be modified or corrected until the date and time that proposal must be received. A modified or corrected proposal received after the date and time that the proposals must be received shall be rejected.

A vendor who intends to modify or correct its proposal shall immediately notify the Albemarle County Purchasing Office in writing of its intentions.

A modified or corrected proposal shall be submitted as required and the wording “Supersedes all previous submissions” shall be noted on the outside of the sealed opaque envelope.

A vendor selected for negotiation with the County may be permitted to amend or modify its proposal, but only if approved by the County.

WITHDRAWAL OF PROPOSALS: A proposal may be withdrawn any time prior to the date and time proposals must be received. A vendor who intends to withdraw its proposal shall immediately notify the Albemarle County Purchasing Office in writing of its intentions.

A proposal may not be withdrawn after the date and time that proposals must be received and for one hundred twenty (120) days thereafter.

REJECTION OF PROPOSALS: The County of Albemarle reserves the right, at any time prior to the award of the contract, to reject any or all proposals, or any part thereof, to make no award, or to issue a new RFP.

INSPECTION OF RECORDS: Any vendor, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the opening of all proposals but prior to award, except in the event the County decides not to accept any of the proposals. Otherwise, proposal records shall be open to public inspection only after the award of the contract.

Any inspection of procurement records shall be subject to reasonable restrictions to ensure the security and integrity of the records.
RELIANCE UPON REPRESENTATIONS: The County of Albemarle assumes no responsibility for any oral instruction, suggestions or interpretation given by any County officer, employee, agent or consultant to any vendor.

The statements contained herein are made for the purpose of informing and assisting prospective vendors in preparing proposals. None of the statements contained herein shall be construed to be a warrant or a representation of the County of Albemarle, Virginia, its officers, employees, agents or consultants. The County of Albemarle, Virginia, and its officers, employees, agents and consultants shall not be liable to any vendor or persons for any statement contained herein.

EXCEPTIONS: All exceptions shall be stated, no matter how seemingly minor. Any exceptions not taken shall be assumed by the vendor to be included in the proposal, regardless of the cost to the vendor.

OTHER TERMS: Any costs incurred by any vendor during the competitive sealed proposal process, including but not limited to the costs incurred in preparing or submitting a proposal, shall be the vendor’s sole responsibility. The County will not reimburse a vendor for any such costs.

All vendor inquiries or correspondence relating to or in reference to this RFP and all reports, charts, displays, schedules, exhibits and other documentation submitted by any vendor shall be the property of Albemarle County.

The agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that proper venue, in the event of litigation concerning this matter, shall be in Albemarle County, Virginia.

This procurement is being conducted on behalf of other public bodies, in accordance with Virginia Code Section 2.2-4304 (A). Unless specifically prohibited by the bidder, any resultant contract may be extended to the City of Charlottesville, Charlottesville Public Schools, Albemarle County School Board, the University of Virginia, the University of Virginia Police Department, Albemarle-Charlottesville Regional Jail Authority, Blue Ridge Juvenile Detention Commission, Albemarle-Charlottesville Emergency Communications Center, the Rivanna Water & Sewer Authority, the Rivanna Solid Waste Authority, the Albemarle County Service Authority, the Charlottesville Housing Authority, Region 10 Community Services Board and various other public agencies in, but not necessarily limited to, the central Virginia area in and around Charlottesville and Albemarle County, to permit those public bodies to purchase in accordance with the terms, conditions and specifications of this bid at contract prices. The successful vendor shall deal directly with each agency with regard to order placement, delivery, invoicing and payment.

**CONTRACT REQUIREMENTS:**
CONTRACT REQUIREMENTS-GENERAL: The contract documents shall consist of the contract agreement, the proposal submitted by the successful vendor, this RFP, including the terms, conditions and required contract provisions but subject to the next paragraph, all attachments and modifications or corrections to the RFP, Insurance Certificates and the Certificate of No Collusion.

The County reserves the right to amend or waive any of the required contract provisions and the right to use the vendor’s standard contract form, either with or without modifications thereof.

REQUIRED CONTRACT PROVISIONS: The vendor shall indemnify and hold harmless the County of Albemarle, Virginia, its officers, agents and all employees and volunteers, from any and all claims for bodily injury, and personal injury and/or property damage, including the cost of investigation, all expenses of litigation, including reasonable attorney fees, and the cost of appeals arising out of any claims or suits which result from error, omissions, or negligent acts of the vendor, its sub-vendors and their agents and employees.

The vendor’s relationship with the County shall at all time be that of an independent vendor.

The contract documents shall not be construed to designate the vendor, or any of its officers, employees, as employees or agents of the County.

The County upon written notice to the vendor may terminate the contract. The vendor will be paid for the negotiated and agreed upon cost of the work performed as of the termination date. If any work or service hereunder is in progress, but not completed as of the date of termination, then the contract may be extended upon written approval of the County until the work or services are completed and accepted.

The vendor shall accept full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by the vendor on the work to be performed under the contract or in any way connected therewith. The vendor shall comply with all administrative regulations and rulings there under with respect to any of the matters. The vendor shall reimburse the County for any of the contributions or taxes, or both, or any part thereof, if by law the County may be required to pay the same or any part thereof.

The vendor shall not assign or transfer its interest in the contract or any of its respective rights hereunder without the prior written permission of Albemarle County.
The vendor shall acknowledge that Virginia Code Sections 2.2-4367 through 2.2-4377, which are part of the Virginia Public Procurement Act, relating to Ethics in Public Contracting, are applicable to the contract.

The vendor shall obtain and maintain a business license for the County of Albemarle, Virginia if required by the Albemarle County Code.

The Agreement will be subject to annual funding by the Board of Supervisors of the County of Albemarle, Virginia for services and work specified hereunder. In the event the Board of Supervisors fails to appropriate the funds necessary to perform the services and work specified in the Agreement and other contract documents, this Agreement shall be deemed canceled, with no penalty to the County, and of no effect, provided notice of such cancellation is given to the vendor within Ninety (90) days of the Board of Supervisors’ Final approval of the annual County Budget. When funds are not appropriated or otherwise made available to support continuation of performance of the service or work that is subject of this Agreement in a subsequent fiscal year, the Agreement shall be canceled in accordance with this provision and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the products, supplies or services delivered under the Agreement.

NON-DISCRIMINATION CLAUSE: In accordance with Virginia Code Section 2.2-4311, every contract for goods or services over $10,000 shall include the following provisions:

I. During the performance of this contract, the vendor agrees as follows:

   A. The vendor will not discriminate against any employee or applicant for employment because of disability or because of race, religion, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

   B. The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor will state that such vendor is an equal opportunity employer.

   C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

II. The vendor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each sub-vendor or vendor.
DRUG-FREE WORKPLACE CLAUSE: In accordance with Virginia Code Section 2.2-4312, during the performance of the contract the vendor shall:

A. Provide a drug-free workplace for the contractor’s employees.

B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.

D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Selection will be in accordance with the Virginia Public Procurement Act in Virginia Code Section 2.2.4301. The Selection Committee will engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses, and with emphasis on professional competence to provide the required services.

Attachments:
Insurance Requirements
Certificate of Non collusion
INSURANCE REQUIREMENTS

The vendor shall, during the performance of the contract, keep in force at least the following minimum limits of Insurance:

Workers compensation insurance shall comply with requirements of the laws of the Commonwealth of Virginia.

General Liability: $1,000,000
- Personal Injury
- Bodily Injury
- Property Damage

Automobile Liability: $1,000,000
- Owned
- Hired
- Non-owned
- Bodily Injury and Property Damage Combined

The Vendor shall furnish an original Certificate of Insurance, naming The County of Albemarle, Virginia as an additional insured.

The County of Albemarle does not discriminate on the basis of race, creed, sex, national origin, age, or disability, or against faith-based organizations as defined under the Virginia Public Procurement Act on the basis of such organization’s religious or charitable character.
CERTIFICATE OF NO COLLUSION: The undersigned does hereby certify that in connection with the procurement to which this Certification of No Collusion is incorporated/attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce; nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.1 of the Code of Virginia, 1950, as amended (18.2-498.1 et seq.).

The undersigned declares that the person or persons signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to bind the firm to all conditions and provisions thereof.

Respectfully submitted this __________ day of __________, 2009.

Name of Firm/Corporation Submitting proposal:

__________________________________________________________

By: ______________________________________________________

Signature: ________________________________________________

Title: _____________________________________________________

Address: _________________________________________________

________________________________________________________________________

Federal I.D. # _______________________________________________

Email Address: _____________________________________________

Telephone Number: (____) _________________________________

Fax Number: (___) _______________________________________

SUBSCRIBED AND SWORN to before me by the above named

____________________________ on the ______ day of __________, 2009.
Notary Public in and for the State of ______________________________

My commission expires: ______________________________

Notary Registration ID/Number: ______________________________