

COUNTY OF BERKS
ON BEHALF OF ITSELF AND SUCH MEMBERS OF THE
BERKS COUNTY COOPERATIVE PURCHASING COUNCIL
AS ELECT TO PARTICIPATE

Invitation to Bid # 21-26-HA

for

Fire Extinguisher Services

Issued on September 2, 2021

Submittal Deadline:

Tuesday, October 5, 2021, 1:00 P.M. Local prevailing time
Refer to Section One, paragraph 2.1 for submittal instructions.

Opening Date/Time:

Tuesday, October 5, 2021, 2:45 P.M. Local prevailing time

County's Point-of-Contact for this ITB:

Senior Buyer	Hunter L. Ahrens
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Fax	610.898.7426
Email	hahrens@countyofberks.com
Mailing Address	Berks County Services Center 633 Court Street - 13th Floor Reading, PA 19601

This Invitation to Bid (ITB) package consists of 90 pages including this cover page and the Table of Contents page. If the ITB package you received is missing any pages, contact the County of Berks Purchasing Department at telephone number (610) 478-6168.

TABLE OF CONTENTS

SECTION

One	Instructions to Bidders Part 1 – Introduction and General Instructions Part 2 – Bid Submission: Format and Content Part 3 – Evaluation of Bids Part 4 – Operation of Resulting Agreement
Two	Technical Specifications

ATTACHMENTS

Attachment A	Bid Form
Attachment B	Piggyback Agreement
Attachment C	Non-Collusion Affidavit
Attachment D	Reference Form
Attachment E	Bid Bond
Attachment F	Consent of Surety
Attachment G	No Bid Reply Form
Attachment H	Form of Agreement and General Conditions
Attachment I	Performance Bond
Attachment J	Form of Purchase Order
Attachment K	Extinguisher Locations
Attachment L	Price Schedule

SECTION ONE

INSTRUCTIONS TO BIDDERS

PART 1 - Introduction and General Instructions

1.1 Purpose of Invitation to Bid

This Invitation to Bid (“ITB”) sets forth the terms and conditions under which a successful Bidder shall be obligated to supply and deliver annual inspections, as needed maintenance, repair and recharging of portable fire extinguishers and fixed wet and dry extinguish systems, kitchen hoods, as further detailed in the specifications (“Goods and Services”), through sealed bids (each a “Bid”) and which are requested by the County of Berks (hereinafter “County”), a municipal corporation with its principal office in Reading, Pennsylvania, and such additional members of the Berks County Cooperative Purchasing Council (hereinafter defined) as may elect to make purchases under the terms and conditions set forth in the Form of Agreement and General Conditions attached hereto as Attachment H. If the County elects to make an award to the lowest responsive, responsible Bidder for the Goods and Services, the Form of Agreement and General Conditions included as Attachment H to this ITB as well as all documents incorporated therein shall form the entire agreement between the County and the successful Bidder (“Agreement”).

1.1.1 Background

1.1.1.1 The Berks County Cooperative Purchasing Council (BCCPC) is an organization of public entities, within the geographic area of Berks County, formed for the purpose of purchasing commodities and services that lend themselves to bulk buying, all in accordance with the applicable provisions of P.L. 526, April 29, 1937, P.L. 544, July 28, 1941 and P.L. 509, July 9, 1959.

1.1.1.2 The entities directly participating in this ITB are:

Berks Co. Intermediate Unit	Richmond Township
Berks County	Robeson Township
Bethel Township	Ruscombmanor Township
Exeter Township	Sinking Spring Borough
Mohnton Borough	Spring Township
Muhlenberg Township	Tilden Township
Reading, City of	

1.1.1.3 During the term of any contract resulting from this ITB, the BCCPC would like to afford the same prices, terms and conditions to any current or future member of the BCCPC, even though their requirements are not included in the quantities listed in this ITB. All Bidders are asked to complete and return with their Bid the Piggyback Agreement form contained herein, indicating whether or not they are willing and able to extend their bid pricing to other BCCPC members.

1.1.1.4 Responsibility of Participating Entities

It shall be clearly understood and agreed by all Bidders that each BCCPC member participating in this ITB shall be individually responsible to the successful Bidder for the execution of a contract or purchase order for its respective share of the total quantity specified in this ITB, and payment for its proportionate share of the total purchase. Under no circumstances shall the County or any other participating entity be responsible for the payment of another participating member’s purchase.

SECTION ONE

INSTRUCTIONS TO BIDDERS

1.2 Pre-Bid Meeting

Not applicable.

1.3 Due / Opening Dates

1.3.1 The deadline for receipt of Bids is 12:00 P.M., local prevailing time, Tuesday, October 5, 2021 (“Bid Deadline”). The County Controller’s time clock shall be considered the official time. **There will be no exceptions to Bid Deadline.** See Section One, paragraph 2.1 for detailed submittal instructions. We would recommend that you submit your proposal via a courier services, however if you opt not to and elect to physically deliver it personally you will need to leave it with County of Berks Security personnel, which must be done at minimum one hour prior to the time in which the proposals are due to ensure they have the appropriate time and resources to deliver it to the County Controller’s Office.

1.3.2 Bids will be opened publicly at 2:45 P.M., local prevailing time, the same day, Tuesday, October 5, 2021 (“Bid Opening”), in order to provide public access while also respecting the need for social distancing as a result of COVID 19, the only manner in which to attend the proposal opening will be through a live broadcast using Microsoft Teams. A summary of bids received (company name and bid price) will be posted on the Purchasing Department page of the County’s website (www.countyofberks.com). The public may participate in the opening of this request for proposals through the URL shown below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NjhlZTc5ZjMtMmRmYi00ODZkLWFmMGMtNDE3ODMxN2E0Zjc1%40thread.v2/0?context=%7b%22id%22%3a%22f5d90629-52f9-4673-b795-45b53bad5ad3%22%2c%22oid%22%3a%22442fec11-ff5d-41d1-b13a-43cb0b72e317%22%2c%22isBroadcastMeeting%22%3a%22true%7d&btype=a&role=a

1.4 Bid Modification / Withdrawal

1.4.1 Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the Owner in writing prior to the time specified for Bid opening in the Invitation to Bid.

1.4.2 Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered.

1.4.3 Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened if the price Bid was submitted in good faith, and the Bidder submits credible evidence that the reason for the price Bid being substantially lower was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid; provided, (i) notice of a claim of the right to withdraw such Bid is made in writing with the County within two (2) business days after the Bid Opening; and (ii) the withdrawal of the Bid would not result in the awarding of the Agreement on another Bid of the same Bidder, its partner, or to a corporation or business venture owned by or in which such Bidder has a substantial interest. No Bidder who is permitted to withdraw a Bid shall supply any material or labor to or perform any subcontract or other work agreement for any person to whom the Agreement may be subsequently awarded without the prior written approval of the County.

SECTION ONE INSTRUCTIONS TO BIDDERS

- 1.4.4 Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.
- 1.4.5 In the event the Prevailing Wage Rates included with the Bidding Document expire after the opening of Bids, but before the award of the Contract, the Bidder agrees that an updated determination of the Prevailing Wage Rates shall be obtained from the Secretary of Labor and Industry and that the Bidder, if awarded the Contract, will pay the Prevailing Wage Rates set forth in such updated determination in accordance with the requirements of the General Conditions. Under such circumstances, the Bidder agrees that it will not withdraw its Bid nor be entitled to increase the amount Bid or the Contract Sum, as applicable.
- 1.4.6 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

1.5 Bidder Questions / Requested Changes to ITB

- 1.5.1 Questions requesting changes to the ITB requirements, or requests to bid a product that differs from the Technical Specifications must be submitted **in writing** to the County's point-of-contact for this ITB (see cover page) no later than 4:00 P.M. on Tuesday, September 21, 2021.
- 1.5.2 Requests to bid a product that differs from the Technical Specifications must include detailed specifications on the proposed substitute product(s). If requested by the County, the Bidder shall provide samples of the proposed substitute product(s). Such samples shall be provided at the expense of the Bidder and shall become the property of the County.
- 1.5.3 Answers to questions, acceptance of requested changes to ITB requirements or Technical Specifications will be provided in an amendment to the ITB, which will be posted on the County's website (www.countyofberks.com) and notice of the issuance of the amendment will be given to all parties recorded by the County as having received the ITB documents from the County's Purchasing Department.
- 1.5.4 Questions answered, or responses not set forth in an amendment shall not be valid and binding upon the County. A Bid that contains exceptions or offers substitute products not previously approved by the County may result in the County rejecting the Bid as a non-responsive Bid.

1.6 Preparation Costs

Neither the County nor any other member of the BCCPC will be responsible for any costs associated with the preparation or submittal of any Bid. If the County rejects a Bid or does not award an Agreement to any particular Bidder, the Bidder agrees that it will not seek to recover lost or expected profits, Bid preparation costs or claims for unjust enrichment.

1.7 Bidders' Receipt of the ITB Package

- 1.7.1 The County's Purchasing Department is the sole authority to provide the ITB package to interested companies or individuals. Bidders who are working from an ITB package obtained from any other source may be working from an incomplete set of documents. The County assumes no responsibility for a Bid's errors, omissions or misinterpretations resulting from a Bidder's use of an incomplete ITB package.

SECTION ONE

INSTRUCTIONS TO BIDDERS

1.7.2 Bidders who have received the ITB package from a source other than the County's Purchasing Department or who have downloaded the ITB package from the County's website, are advised to contact the Purchasing Department to provide their company's name, address, telephone number, fax number and contact name. This will ensure that the Bidder will receive all communication regarding the ITB such as addenda.

1.8 Public Information

1.8.1 Under Pennsylvania's "Right to Know" laws (65 P.S. §§ 67.101-67.3104), public records are required to be open to reasonable inspection. The County will make available for viewing the Bids and associated documents by appointment, at the County's Purchasing Department. Requests for photocopies of public records must be made to the Chief Clerk and will be provided to the requestor for a nominal per page fee.

1.8.2 Trade secrets and other proprietary data associated with the Goods and Services may be held confidential, if the Bidder requests, in writing, that the County does so, and if the County agrees, in writing, to do so. Material considered confidential by the Bidder must be clearly identified and the Bidder must include a brief statement that sets out the reasons for confidentiality.

1.8.3 All Bids received become the property of the County.

PART 2 - Bid Submission: Format and Content

2.1 Submission of Bids

2.1.1 Bids shall be submitted with one (1) original and one (1) copy printed on 8½" x 11" paper to the following address: County of Berks, c/o County Controller, Berks County Services Center, 633 Court Street, 12th Floor, Reading, PA 19601. The original Bid shall be marked "original" and each copy of the Bid must be a complete copy of the original including all attachments and appendixes.

2.1.2 Bids (original and copies) must be enclosed in a sealed, opaque envelope or other container with the words "Sealed Bid – Fire Extinguisher Services" and the Invitation to Bid number clearly printed on the outside.

2.1.3 **To be considered, the Bid must be submitted in accordance with all requirements set forth in this ITB.**

2.2 Submission of Samples

Not applicable.

2.3 Bid Security

2.3.1 Bids must be accompanied by Bid security in the form of a certified check, irrevocable standby letter of credit, or Bid Bond in the amount of ten percent (10%) of the total amount of the Bid. Any surety bond submitted must be covered with surety of a company authorized to do business in the Commonwealth of Pennsylvania. **Surety bonds must be furnished using the form provided herein or a replication of this form by the surety company.** Such Bid security shall be a guarantee of good faith and is to become the property of the County as just and liquidated damages in the event that the County incurs any losses as a result of the successful Bidder's failure to furnish the required executed form of agreement, performance security of certificate of insurance within ten (10) business days of date of the County's request.

2.3.2 Bid security shall be made payable to the "County of Berks" and the participating members of the BCCPC: Berks County Intermediate Unit, Bethel Township, Exeter Township, Mohnton

SECTION ONE INSTRUCTIONS TO BIDDERS

Borough, Muhlenberg Township, City of Reading, Richmond Township, Robeson Township, Ruscombmanor Township, Sinking Spring Borough, Spring Township, Tilden Township.

2.3.3 The Bid security submitted by each Bidder, and the participating members of the BCCPC, will be returned after the County has signed the Agreement.

2.3.4 **Use of a Bid Bond form other than the one provided herein, Attachment E, or an exact replication of such form is considered a material defect. Failure to include Bid security in the Bid is considered a material defect. Such Bids will be rejected immediately after opening as non-conforming.**

2.4 Consent of Surety

2.4.1 If performance security will be provided in the form of a performance bond, a Consent of Surety (sample form included as Attachment F) must be submitted by the Bidder with its Bid. The Consent of Surety shall consist of a statement from the Bidder's bonding company certifying that, if the Bidder is awarded the Agreement, the bonding company will provide a Performance Bond in the amount of fifty percent (50%) of the total Agreement amount. The Consent of Surety must be accompanied by a Power of Attorney attesting to the signer's authority to commit the bonding company. The Consent of Surety must not contain any conditions that contradict the terms and conditions of this ITB.

2.4.2 **If performance security will be provided in a form other than a performance bond, Bidder must submit with their Bid a statement on company letterhead noting the form in which performance security will be provided.**

2.5 Use of Bid Forms

2.5.1 The Bid shall be made on the forms included in this ITB and all applicable blanks on such forms shall be filled in. The forms to be included in the Bid are:

Attachment A Bid Form;

Attachment B Piggyback Agreement;

Attachment C Non-Collusion Affidavit;

Attachment D Reference Form;

Attachment E Bid Bond (or other approved form of Bid security); and

Attachment F Consent of Surety

2.5.2 **A Bidder's failure to submit proper documentation may result in the County's rejection of the Bid.**

2.5.3 For each line item offered, Bidders shall show both the unit price and extended price. In case of a discrepancy between the unit price and extended price, the unit price will be presumed to be correct and the extended price shall be corrected accordingly.

2.5.4 Bids for supplies or services other than those specified or approved substitutes will not be considered.

2.6 Evidence of Insurance

All Bidders must provide with their Bid a sample certificate of insurance evidencing, at minimum, the insurance coverage types and levels set forth in Attachment H - Form of Agreement and General Conditions of this ITB.

SECTION ONE

INSTRUCTIONS TO BIDDERS

2.7 Conflict of Interest

- 2.7.1 To preserve the integrity of County and BCCPC members' employees and elected officials and to maintain public confidence in the ITB process, the County and each member of the BCCPC prohibits the solicitation or acceptance of anything of value by a County or BCCPC's employee or elected official from any person seeking to initiate or maintain a business relationship with County or BCCPC's member's departments, boards, commissions, and agencies.
- 2.7.2 Bidders shall not pay any salaries, commissions, fees, or make any payments or rebates to any employee, elected official of the County, a BCCPC member or their designees. Nor shall Bidders favor any employee or elected official of the County, a BCCPC member or their designees with gifts or entertainment of significant cost or value or with services or goods sold at less than full market value.
- 2.7.3 **It is the Bidder's responsibility to include in their Bid a notification to the County of any principals in the company, their spouse, or their child who are employed by the County, or any other BCCPC member and of any other possible conflict of interest that exists and the nature of that conflict.**
- 2.7.4 The County reserves the right to disqualify a Bidder or cancel the award of the Agreement if any association disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Goods and Services to be supplied by the Bidder. The County's determination regarding any question of conflict of interest shall be final.

2.8 Proof of Product Equivalency

If applicable and/or required in the Technical Specifications, Bids must include proof of product equivalency and/or manufacturer specification sheets.

2.9 Debarment

By submitting a Bid, the Bidder certifies to the County that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government and if the Bidder cannot so certify, then it shall submit with its Bid a written explanation of why such certification cannot be made.

PART 3 – Evaluation of Bids

3.1 Evaluation of Bids

The County's intent is to award a single contract for the total requirement of the ITB; however, the County reserves the right to award multiple contracts in any combination that best serves the interest of the County and the BCCPC.

3.2 Rejection or Disqualification of Bids

- 3.2.1 A Bid that is incomplete, obscure, conditioned or contains additions or substitute products not called for or irregularities of any kind, including, but not limited to, alterations or erasures which are not initialed, may be rejected as non-conforming. Reasons for rejection of a Bid at the time of Bid Opening include, but are not limited to, failure to include a signed Bid Bond (if required) on the County's form; failure to include a signed consent of security (if required); failure to include a signed Non-Collusion Affidavit; and lack of an authorized signature on the Bid Form.
- 3.2.2 The County reserves the right to waive a Bid's minor irregularities if rectified by Bidder within three (3) business days of the County's issuance of a written notice of such irregularities.

SECTION ONE INSTRUCTIONS TO BIDDERS

3.2.3 Any Bidder who has demonstrated poor performance during a current or previous agreement with the County or another BCCPC member may be considered a non-responsible Bidder and its Bid may be rejected. The County reserves the right to exercise this option as is deemed proper and/or necessary.

3.2.4 The County reserves the right to disqualify a Bid before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

3.3 Identification of the Lowest Responsive, Responsible Bidder

3.3.1 The County intends to award the Agreement to the lowest responsive, responsible Bidder meeting all terms, conditions, and specifications of the ITB, within sixty (60) days of the opening of the Bids. Submitted Bids shall remain valid during this sixty-day period. The County reserves the right, in its sole and absolute discretion, to accept or reject any and all Bids or parts thereof.

3.3.2 In determining the lowest responsive, responsible Bidder, the following conditions, among others, will be considered. Whether the Bidder:

3.3.2.1 maintains a permanent place of business;

3.3.2.2 has adequate equipment to supply the Goods and Services properly and expeditiously;

3.3.2.3 has suitable financial status to meet obligations to supply the Goods and Services;

3.3.2.4 has had experience on projects of similar character and magnitude; and

3.3.2.5 is licensed to do business in the Commonwealth of Pennsylvania (if applicable).

3.4 Post-Bid Qualifications

After the Bid Opening, Bidders must be prepared to present suitable evidence of their qualifications and financial standing within three (3) business days after request by the County.

3.5 Post-Bid Forms

3.5.1 After the County identifies the apparent lowest responsive, responsible Bidder, the County's Purchasing Office will notify such Bidder. Such Bidder shall, within ten (10) business days of such notice, submit all necessary post-Bid documentation meeting the requirements of this ITB, which shall include, without limitation:

3.5.1.1 an executed Form of Agreement;

3.5.1.2 performance security and

3.5.1.3 certificate of insurance.

3.6 Performance Security

3.6.1 Upon the County's request, the apparent lowest responsive, responsible Bidder shall furnish performance security guaranteeing that the Goods and Services will be completed and supplied to the County in accordance with the Agreement and within the time specified. The performance security amount shall be equivalent to fifty percent (50%) of the total Agreement amount. The performance security shall be in the form of a certified check, irrevocable standby letter of credit, or performance bond. **Performance bonds must be provided on the County's Performance Bond Form, a copy of which is included in this Invitation to Bid as Attachment I.** The successful Bidder shall pay the entire cost of the performance security. All Bidders are hereby informed that failure to post the required performance security within ten (10) business days of the County's request shall be a breach of a condition precedent to the

SECTION ONE INSTRUCTIONS TO BIDDERS

award of the Agreement. The County may reject the Bidder's Bid, draw upon such Bidder's Bid security, and award the Agreement to another Bidder.

3.6.2 The performance security shall be payable to the "County of Berks" and the participating members of the BCCPC: Berks County Intermediate Unit, Bethel Township, Exeter Township, Mohnton Borough, Muhlenberg Township, City of Reading, Richmond Township, Robeson Township, Ruscombmanor Township, Sinking Spring Borough, Spring Township, Tilden Township.

3.7 Confidentiality of Protected Health Information

3.7.1 To the extent applicable, the parties hereto agree to fully comply with the Health Insurance Portability and Accountability Act of 1996, P.L. 104-191, and all amendments thereto and regulations promulgated thereunder (collectively, "HIPAA"), as well as any other applicable laws or regulations concerning the privacy and security of health information. The successful Bidder agrees at all times to treat any protected health information (as defined by HIPAA), created by or disclosed or otherwise made available to the successful Bidder in connection with the Agreement, in accordance with all federal, state and local laws and regulations regarding the confidentiality of protected health information. Without limitation to other rights and remedies under the Agreement or afforded by law, County may immediately terminate the Agreement if it determines that there has been a material breach of this provision.

3.7.2 To the extent that County meets the definition of a "Covered Entity" or "Business Associate" (as such terms are defined under HIPAA) and the successful Bidder is determined by County to meet the definition of a "Business Associate" or "Subcontractor" (as such terms are defined under HIPAA) of County, the successful Bidder and County shall enter into a HIPAA Business Associate Agreement in a form satisfactory to County, which shall govern the treatment of any protected health information created, received, transmitted or maintained by successful Bidder on behalf of the County.

3.8 Awarding the Agreement

Upon the County's receipt and approval of the lowest responsive, responsible Bidder's Post-Bid qualifications and forms, the County will make a recommendation to the County Commissioners with regard to awarding the Agreement. The Agreement shall only be awarded upon the passage of a resolution awarding the Agreement by the Berks County Board of Commissioners.

3.9 Protests

Any and all protests related to this Invitation to Bid are subject to the County of Berks Protest Policy which is located on the County of Berks Purchasing Department website:
<https://www.co.berks.pa.us/Dept/Purchasing/Pages/ITBRFP.aspx>

PART 4 – Operation of Resulting Agreement

4.1 Form of Agreement and General Conditions

Upon request, the apparent lowest, responsible Bidder shall fill in all necessary details and execute the Form of Agreement and General Conditions attached hereto as Attachment H and submit the same for the County's execution.

SECTION ONE INSTRUCTIONS TO BIDDERS

4.2 Agreement Documents

The entire integrated Agreement shall be comprised of the Agreement Documents which include, without limitation, the executed Form of Agreement, this ITB, the successful Bidder's performance security, the Bid of the successful Bidder, and all purchase orders.

4.3 Pricing

The successful Bidder is required to hold the Bid prices fixed and firm for a period of one (1) year from the commencement date of the Agreement. Bids containing references to possible escalation of prices during the term of the Agreement will be rejected as conditioned Bids.

4.4 Purchase Orders

The County shall requisition the successful Bidder to supply a certain quantity of Goods and Services in accordance with the Agreement Documents through issuance of a Purchase Order in the form attached hereto as Attachment J which shall be automatically integrated as an Agreement Document.

4.5 Term of the Agreement

The contract, which results from the award of this ITB, shall be for a period of one (1) year commencing upon the Award of the Agreement unless otherwise extended.

- - - END OF INSTRUCTIONS TO BIDDERS - - -

SECTION TWO TECHNICAL SPECIFICATIONS

1. Summary

This section of the ITB describes the County's, and the participating members of the Berks County Cooperative Purchasing Council's (BCCPC), requirements for supply and delivery of the rental, purchase, annual inspection, as-needed maintenance, repair and recharging of the portable fire extinguishers and fixed wet and dry fire extinguish systems for and each participating member of the BCCPC at various rental properties and facilities owned buildings as outlined in the chart in Attachment K.

2. Functional Requirements

- 2.1 The Vendor shall have Pennsylvania State and /or Department of Transportation (DOT) certified personnel.
- 2.2 The Vendor shall assign trained and licensed technician(s) to provide the services required under Section 2 Technical Specifications.
- 2.3 Current Servicing Manuals Proper types of tools to complete the job on the first visit, where applicable,
 - 2.3.1 Recharge Materials
 - 2.3.2 Lubricants
 - 2.3.3 Expellant
 - 2.3.4 Manufacturer's recommended replacement parts.
- 2.4 Work performed shall meet all applicable requirements of the Department of Transportation (DOT), U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Standard 1910 Subpart L, Fire Protection and the latest revision of ANSI/UL 77, SNSI/UL 299 and NFPA 10-2018.

3. Item Specifications

- 3.1 The Vendor's technicians shall perform maintenance in accordance with the manufacturer's published service procedures, using only refill extinguishing agents listed on the container and/or recommended by the manufacturer.
- 3.2 Gauge pressures shall be in operable range.
- 3.3 Nozzles, discharge valves and hoses shall be unobstructed, and lock pins and wire seals shall be in place.
- 3.4 When existing inspection tags are replaced, the vendor shall attach labels or tags imprinted with the vendor name, address, telephone number, and month and year maintenance was performed on each extinguisher. The tag/label shall identify the person performing the service, indicate if recharging was performed, and show the date the test was completed.

4. Maintenance, Replacement and Repairs by Type of Unit

- 4.1. Annual Maintenance for Dry Chemical, Stored Pressure Portable Fire Extinguishers (ABC & BC)
 - 4.1.1. Shall be performed annually to include but not limited to: inspection of the hose, check for leaks, check gauge, proper charger, check for last six (6) year maintenance date, check for last hydrostatic testing date, and check the general condition of the extinguisher.

SECTION TWO TECHNICAL SPECIFICATIONS

4.2. Annual Maintenance of CO₂ Portable Fire Extinguishers (BC)

4.2.1. Maintenance shall be performed annually to include but not limited to: the inspection of the hose, weighing the extinguisher to insure proper charge, check for leaks, check for last hydrostatic testing date, and check the general condition of the extinguisher. Conductivity test shall be conducted on all carbon dioxide hose assemblies. Hose assemblies found to be nonconductive shall be replaced.

4.3. Annual Maintenance of Halon (BC), Pressurized Water (A), Dry Powder (D), Film Forming Fluoroprotein (FFFP) and Aqueous Film Forming Foam (AFFF) combined with Water and Wet Chemical (K) Portable Fire Extinguishers.

4.3.1. Maintenance shall be performed annually to include but not limited to: inspection of the hose, check for leaks, check gauge, proper charger, check for last hydrostatic testing date, and check the general condition of the extinguisher.

4.4. Six (6) Year Maintenance of Dry Chemical, Stored Pressure (ABC & BC) Portable Fire Extinguishers.

4.4.1. Shall be performed every six (6) years to include but not limited to: the discharge and recharge of the extinguisher as outlined herein under Section Two, paragraph 4.7.

4.5. Hydrostatic Testing of Dry Chemical, Stored Pressure, CO₂, Dry Powder, Pressurized Water and Wet Chemical Portable Fire Extinguishers.

4.5.1. Testing shall be performed at the direction of the entity's specified point of contact.

4.5.2. Testing is required every twelve (12) years for dry chemical and stored pressure extinguishers (ABC, BC, D and Halon (BC) and every five years for CO₂, Film Forming Fluoroprotein, Aqueous Film Forming Foam combined with Water, Pressurized Water and Wet Chemical fire extinguishers.

4.5.3. On dry chemical and stored pressure extinguishers the annual maintenance, recharging and the six (6) year maintenance shall be included as part of hydrostatic testing.

4.5.4. On CO₂, Aqueous Film Forming Foam combined with Water, Pressurized Water and Wet Chemical, the annual maintenance and recharging shall be included as part of the hydrostatic testing, in accordance with Section Two, paragraph 4.7 outlined herein.

4.6. Fixed Wet & Dry Fire Extinguish Systems.

4.6.1. Shall inspect, test, service, and repair all kitchen hoods outlined herein.

4.6.2. All devices shall be tested semi-annually in accordance with the applicable section NFPA 13, 17, 17A and 96, latest revision.

4.7. All recharging shall be in compliance with manufacturer's authorized recharging procedures when regular or multi-purpose dry chemicals are recharged. The extinguishing agent shall be

SECTION TWO TECHNICAL SPECIFICATIONS

completely discharged, valve assembly removed, o-ring replaced or lubricated, threads and sealing surfaces cleaned, container emptied and then filled with proper (free-flowing) agent, pressured, sealed and locked. This service shall also include checking the reassembled extinguisher for leaks and proper charge. Recharge date shall be marked on the tag.

- 4.8. The County reserves the right to withdraw goods, services and locations during the term of the contract. An Amendment shall be created in such case.

5. Replacement, Disposal, Purchase and Rental Requirements

5.1. Replacement of Parts

5.1.1. Vendor shall furnish a written report to the project manager on all equipment that is not cost effective to repair before repairs are performed. The County and all participating BCCPC members shall pay for any and all parts required, as outlined in clause 5.1.4. If any part requires replacement, the Vendor shall replace it and return the removed part(s), to the County or participating members of the BCCPC point of contact.

5.1.2. The Vendor shall not charge for labor during the installation/replacement of any part during the six (6) year maintenance, the five (5) year and twelve (12) year hydrostatic testing maintenance.

5.1.3. The Vendor shall charge for any labor during the installation/replacement of any part during the annual maintenance.

5.1.4. The County reserves the right to purchase other miscellaneous fire extinguisher accessories from the Vendor, such as tags, sticker, hooks, signs etc.

5.1.5. The Vendor shall provide all replacement parts as needed. All parts shall be new and provided to the County and participating BCCPC members at cost less sales tax. The bidder shall submit this percentage on Attachment L and shall cover all cost to the Vendor for furnishing extinguisher parts.

5.1.6. The Vendor shall use the latest edition of Brooks Fire Extinguisher Parts Catalogue as a basis of cost, and shall provide all participating entities two (2) copies of the Brooks catalogue.

5.1.7. The bidder shall submit on Attachment L an all-inclusive hourly rate for a technician to install parts during the annual maintenance.

5.2. Replacement of Extinguishers

5.2.1. During the annual inspection, or as need, the awarded vendor shall pick up and transport any portable fire extinguisher that required repair and/or recharging within 24 hours of identification.

5.2.2. Unit shall be transported to the vendor's location, serviced, and then returned to the original location within 48 hours of notification.

5.2.3. Before transporting any unit, the vendor shall immediately replace the unit with an identical type unit of equal capacity.

SECTION TWO TECHNICAL SPECIFICATIONS

5.3. Disposal of Halon Portable Fire Extinguishers

5.3.1. The bidder shall submit a unit price, on Attachment L, to legally dispose of halon fire extinguishers. The fire extinguishers shall be legally disposed to comply with any and all federal, state, county, local and municipal statutes, laws, regulations and ordinances.

5.4. Purchase of Extinguishers

5.4.1. The Bidder shall submit the unit cost for the purchase of a new fire extinguisher, on Attachment L. The unit cost shall also include all required tags/stickers.

5.4.2. Only the entity's specified point of contact shall have the approval to purchase new extinguishers.

5.4.3. Fire extinguishers must be in accordance with NFPA 10, latest version.

5.5. Rental of Extinguishers

5.5.1. The Vendor shall deliver a "standard load" of extinguishers, thirty (30) 10 lbs. BC stored pressure, ten (10) 20 lbs. BC cartridge operated units, two (2) 2 ½ gallons Pressurized Water, two (2) 2 ½ gallons aqueous film forming foam and one (1) 10 lbs. ABC stored pressure to the Berks County Fire Training Center, as requested, approximately twenty-five (25) times annually. The Vendor must be able to deliver within twenty-four (24) hours' notice. The extinguishers shall be laid out at the evolution area in a set up defined by the Training Center. The County may hold two classes in one (1) day therefore the Vendor must be able to service the units in 3 hours or have another full "standard load" available for the second class. The County shall be responsible for the payment of only those units that were dispensed. The County shall not be responsible for the repair/replacement of parts, except in obvious cases of abuse. The County reserves the right to request a "non-standard load" in which the total price would be calculated using the unit cost as listed in Attachment L for the "standard load" for the requested extinguisher(s).

6. Training

3.1 The Vendor shall be required to provide technical expertise training for fire extinguisher services to BCCPC member's staff. These training sessions will be on-request. The training may be requested for old or new technology. The training will be held at an entity's facility, or if deemed necessary, the Vendor's facility. Service manuals may be purchased under a separate purchase order. The Vendor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. Technical training shall be performed during regular business hours.

3.2 The Vendor shall be required to supply 10 lb. dry chemical extinguishers to be used during annual staff orientation and retraining at Berks Heim and the Agricultural Center.

7. Delivery or Performance Requirements

7.1 Annual inspections shall be performed at the date and time consistent with pre-established preventative maintenance schedules established by the County of Berks, Berks County Intermediate Unit, Bethel Township, Exeter Township, Mohnton Borough, Muhlenberg Township, City of Reading, Richmond Township, Robeson Township, Ruscombmanor Township, Sinking Spring Borough, Spring Township, and Tilden Township.

SECTION TWO TECHNICAL SPECIFICATIONS

7.2 Each site inspection shall be scheduled with the County of Berks, Berks County Intermediate Unit, Bethel Township, Exeter Township, Mohnton Borough, Muhlenberg Township, City of Reading, Richmond Township, Robeson Township, Ruscombmanor Township, Sinking Spring Borough, Spring Township, or Tilden Township's point of contact, at least five (5) working days in advance of the inspection date. Point of contact for each participating member is outlined below:

LOCATION	NAME/PHONE NUMBER
County of Berks North Campus	Marc Loiacono, 610.376.4841 ext. 7458
County of Berks Downtown	Jamie Silverthorne, 610-478-6201 ext. 6203
County of Berks Parks	Brian Evans, 610-374-8939
County of Berks DES	Jeff Shilling, 610-378-5509
County of Berks Jail	David Himic, 610-208-4800 ext. 4701
City of Reading,	Tammi Reinhart, 610-655-6207
Township of Spring	Judy Houck, 610-678-5399
Richmond Township	Jennifer Galomb, 610-944-0348
Robeson Township	Colleen Easterday, 610-582-4636
Muhlenberg Township	Heather Carter, 610-929-4727
Borough of Mohnton	Jen Roy, 610-775-0660
Exeter Township	Larry Piersol, 610-587-4046
Bethel Township	Jayne Seifrit, 717-933-8813
Sinking Spring Borough	Michael Hart, 610-678-4903
Ruscombmanor Township	Don Miller, 610-944-7242
Berks Intermediate Unit (BCIU)	Eric Clemmer, 610-987-8596
Tilden Township	Monica Flower, 610-562-7410

7.3 Inspections, pickups, and returns of all units shall be performed between the hours 7:00 AM and 4:00 PM, the start time will vary with each facility Monday through Friday, except on observed holidays.

7.4 All deliveries shall be made FOB destination.

8. Exceptions to Specifications

Any exceptions to these specifications (including alternate products) will not be accepted unless approval was sought by the Bidder and given by the County at least ten (10) business days prior to the bid due date. Refer to Section One, paragraph 2.5 for instructions on requesting exceptions to the specifications.

9. Human Relations Act

The successful Bidder shall comply with the Pennsylvania Human Relations Act, 43 P.S. § 951, *et seq.*, which prohibit discrimination because of race, color, religious, creed, ancestry, age, sex, national origin, or no-job related handicap or disability or the use of a guide or support animal because of blindness, deafness physical handicap, by employers, employment agencies, labor organizations, contractors and others.

10. Pennsylvania Prevailing Wage Act

Not applicable.

SECTION TWO TECHNICAL SPECIFICATIONS

11. Steel Products Procurement Act

Special attention is drawn to the provisions of the Commonwealth of Pennsylvania Steel Products Procurement Act 73 P.S. § 1881, et. Seq., and Trade Practice Act, 71 P.S. § 773.101, et seq., with respect to any steel, aluminum or cast-iron product (including machinery and equipment) used in connection with Goods and Services. These laws include certain limitations and prohibitions on the source countries for certain raw products. The successful Bidder must provide the County with written certification of the source of steel products used before any payments can be made under the Agreement.

--- END OF SPECIFICATIONS ----

**ATTACHMENT A
BID FORM**

ITB #21-26-HA - Fire Extinguisher Services

Important note to Bidders: It is essential that the submitted Bid complies with all of the requirements contained in Section One, Part Three of the ITB.

This Bid is submitted to: County of Berks
c/o Berks County Controller
Berks County Services Center
633 Court Street, 12th Floor
Reading, PA 19601

This Bid is submitted on _____, 20_____.
This Bid is valid for sixty (60) days from the date of Bid Opening.

This Bid is submitted by:

Company Name: _____

Company Address: _____

Main Telephone: _____ Main Fax: _____

Communications and questions concerning this Bid are to be directed to:

Contact Name / Title: _____

Contact Telephone: _____ Fax: _____

Contact Email: _____

In the event our company is awarded the Agreement as a result of the ITB and this Bid, the following individual will serve as project liaison/manager:

Name/Title: _____

Office Address: _____

Telephone: _____ Fax: _____

Email: _____

Receipt of Amendments (if applicable)

In submitting this Bid, Bidder represents that they have received and examined the following ITB Amendments:

Amendment # _____ Amendment # _____ Amendment # _____ Amendment # _____

ATTACHMENT A BID FORM

Checklist - Attachments to Bid Form

The following documents are attached to and made a part of this Bid (check all that apply):

- Piggyback Form – ITB Attachment B
- Non-collusion Affidavit – ITB Attachment C
- Reference Form – ITB Attachment D
- Bid Security – ITB Attachment E or other allowable tender
- Consent of Surety (ITB Attachment F) or Statement of Intent
- Sample Certificate of Insurance

Delivery Schedule

Mode of transport (check all that apply):

- | | |
|----------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> common carrier | <input type="checkbox"/> in-house fleet |
| <input type="checkbox"/> package express (i.e. UPS, RPS, etc.) | <input type="checkbox"/> other _____ |

Payment

Will you accept a Credit Card to pay the invoice(s) for this Agreement? Yes _____ No _____

Will you offer a discount for using a Credit Card? Yes _____ No _____

If yes, what discount will you offer? _____%

Quoted Pricing

Unless items or services are specifically excluded in the Bid, the County shall deem the Bid to be complete and shall not be charged any costs above and beyond the Bid amount. The numbers and types of extinguishers shown for each facility are estimated quantities and are intended only to give the Vendor an estimate, so the Vendor can estimate the time needed at each location. The successful Bidder shall bill for the actual quantity of units serviced.

All cost associated with the annual maintenance of fire extinguishers, to include all required tags/labels, shall be included in the unit price of annual inspection.

All costs associated with the six (6) year maintenance fire extinguishers, to include the annual maintenance, recharging and the labor to replace any part, shall be included in the unit price of the six (6) year maintenance. The cost for new parts shall not be included in the unit price of the six (6) year maintenance.

Prices as quoted herein shall remain valid throughout the entire term of the Agreement. The estimated quantity is provided for purposes of comparing Bids. It is no guarantee for the procurement of any certain quantity or quantities of Goods and Services. The County reserves the right to order more or less Goods and Services throughout the entire term of the Agreement and the Bidder agrees to supply all Goods and Services requisitioned by the County through a Purchase Order at these Bid prices throughout the entire term of the Agreement.

---Table to be Inserted Here When Awarded---

ATTACHMENT A BID FORM

Authorized Signature of Bidder

The Bid Form must be signed by an individual with actual authority to bind the company.

Company Type (check one):

Sole Proprietorship Partnership Corporation

Bidder attests that:

(1) they have thoroughly reviewed the County's Invitation to Bid #21-26-HA and that this Bid is submitted in accordance with the ITB requirements; and

(2) they have visited and are familiar with the site facilities, site conditions, the pertinent state and local codes, state of labor and material markets, and has made due allowance in the Bid for all contingencies or conditions.

COMPANY NAME _____
FEDERAL ID#

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE # FAX #

SIGNATURE (**see note below) SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)

WITNESS'S SIGNATURE (**see note below) WITNESS'S NAME (printed)

WITNESS'S TITLE (printed)

****For Corporations: The Bid must be signed by the President or Vice President and the signature must be attested by the Corporate Secretary or Treasurer. If any employee other than the President or Vice President signs on behalf of the corporation, or if the President's or Vice President's signature is not attested to by the Corporate Secretary or Treasurer, a copy of the corporate resolution authorizing said signature(s) must be attached to this Bid. Failure to attach a copy of the appropriate authorization, if required, may result in rejection of the Bid.**

**ATTACHMENT B
PIGGYBACK FORM**

During the term of the Agreement resulting from Invitation to Bid #21-26-HA - Fire Extinguisher Services, the County of Berks would like to afford the same prices, terms and conditions to any current or future members of the Berks County Cooperative Purchasing Council (BCCPC); the Southeastern Pennsylvania Counties Cooperative Purchasing Board (SPCCPB); and any political subdivision of the Commonwealth of Pennsylvania even though their requirements are not included in the quantities listed on the Bid. The BCCPC consists of municipalities (townships, boroughs, etc.) located within Berks County. The SPCCPB consists of the Counties of Berks, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery, and Northampton.

Bidders must check one of the following options under each category below. A non-affirmative response will in no way have a negative impact on the County's evaluation of the Bid.

BCCPC

_____ I *will* offer the quoted prices to all authorized members of the BCCPC during the term of the County's Agreement.

_____ I *will not* offer quoted prices to all authorized members of the BCCPC.

SPCCPB

_____ I *will* offer the quoted prices to all authorized members of the SPCCPB during the term of the County's Agreement.

_____ I *will not* offer quoted prices to all authorized members of the SPCCPB.

PA Political Subdivisions

_____ I *will* offer the quoted prices to all political subdivisions of the Commonwealth of Pennsylvania during the term of the County's Agreement.

_____ I *will not* offer the quoted prices to all political subdivisions of the Commonwealth of Pennsylvania during the term of the County's Agreement.

Company Name: _____

Authorized Signature: _____

Name (printed): _____

Title: _____

Date: _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Bid. According to the Pennsylvania Antibid-Rigging Act, 62 Pa. C.S.A § 4501, et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the Bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of Bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of this Bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary Bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of Bids lower than the Bid of another firm, any intentionally low or non-competitive Bid and any other form of Bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the Bid immediately after opening of the Bid.

**ATTACHMENT D
REFERENCE FORM**

Bidder: _____

Each Bidder must submit at least three references to whom the Bidder has provided Fire Extinguisher Services within the preceding 24 months, and for whom Bidder has provided a similar volume of Goods and Services to that being requested by the County in this ITB. References must be provided even if Bidder is a current vendor of the County.

1. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

2. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

3. Company Name: _____
Address: _____

Contact Person: _____
Contact Person's Title: _____
Tel / Fax Nos.: _____
Email: _____

ATTACHMENT E
BID BOND

KNOW ALL MEN, that we _____

as Principal (hereinafter "Principal"), and _____

(a _____ corporation authorized to transact business in Pennsylvania, and having its principal office at _____

_____) as Surety, are held and firmly bound unto the County of Berks and the Berks County Cooperative Purchasing Council (BCCPC participating members: Berks County Intermediate Unit, Bethel Township, Exeter Township, Mohnton Borough, Muhlenberg Township, City of Reading, Richmond Township, Robeson Township, Ruscombmanor Township, Sinking Spring Borough, Spring Township, and Tilden Township) 633 Court Street, 13th Floor, Reading, Pennsylvania, 19601, as Obligee, in the sum equal to ten percent (10%) of the Total Bid Price indicated on the Principal's Bid, for the payment of which sum well and truly made, the said Principal and the said Surety, bind ourselves and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting to the Obligee a Bid to provide the Goods and Services identified as _____, and it is a condition of the Obligee's receipt and consideration of said Bid that the Bid be accompanied by Bid security to be held by the Obligee on terms set forth herein.

THEREFORE, the condition of this obligation is that if either (a) the Obligee shall not accept the Principal's Bid nor award of an Agreement to him or (b) said Principal shall upon Obligee's acceptance of his Bid and award of an Agreement to him, enter into such Agreement in writing and furnish such bond or bonds as may be specified in the Instructions to Bidder with a surety acceptable to Obligee, then this obligation shall be void; but otherwise shall remain in full force and effect.

FURTHERMORE, if the above noted conditions are not met, a Bid default shall have occurred and the Principal and Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid(s) and any higher amount for which the Obligee may contract for the required work (either the next lowest responsible Bidder at that same Bidding or with the lowest responsible Bidder on any re-bidding) plus any advertising, engineers' legal and other expenses incurred by the Obligee by reason of the default: provided that the Surety's obligation hereunder shall not exceed the face amount of this bond. Such bond or bonds shall be available for payment against the presentation to Surety by the Obligee of (1) the Obligee's signed statement certifying that Principal has failed to enter into an Agreement in writing within such time as may be specified in Obligee's Invitation to Bid or failed to provide a performance bond in accordance with requirements set forth in Obligee's Invitation to Bid; (2) the original surety bond; and (3) a copy of the notification letter sent via courier to Principal dated not less than ten (10) days prior to Obligee's

ATTACHMENT E
BID BOND

request for payment. Such notification letter shall advise Principal of the Obligee's intent to and reason for drawing on the Bid Bond.

The Surety agrees that its obligation hereunder shall be in no manner defeated or impaired by any postponement of the advertised date for receiving Bids or by any extensions by the Principal of the period during which his Bid shall remain irrevocable and subject to acceptance by the Obligee; and the Surety hereby waives notice of any such postponement or extension.

THE SURETY, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND CONFESS JUDGMENT IN FAVOR OF THE OBLIGEE, ITS SUCCESSORS AND ASSIGNS, AND AGAINST THE SURETY AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF TWENTY PERCENT (20%), BESIDES COST OF SUIT, WITH RELEASE OF ERRORS AND WAIVE OF ALL CAUSES FOR STAY OF EXECUTION AND EXEMPTION. THE SURETY FURTHER AGREES THAT IF, IN THE OPINION OF THE OBLIGEE, ANY BID DEFAULT SHALL HAPPEN ON THE PART OF THE PRINCIPAL, THE SURETY SHALL PAY ALL LOSS OCCASIONED THEREBY, AND THAT THE ASCERTAINED AMOUNT THEREOF, WHICH SHALL BE DETERMINED BY THE OBLIGEE, AND OF THE TRUTH OF WHICH OATH OR AFFIRMATION SHALL BE MADE BY THE OBLIGEE SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE SURETY, AND THAT EXECUTION FORTHWITH SHALL ISSUE AGAINST THE SURETY THE AMOUNT OF SAID BID DEFAULT.

Signed, sealed and dated _____, 20____

Principal

(insert Principal's name)

By: _____

Witness: _____

Title: _____

Surety

(insert Surety's name)

By: _____

Witness: _____

Title: _____

**ATTACHMENT F
CONSENT (OR AGREEMENT) OF SURETY**

ITB #21-26-HA

The undersigned _____ (name of Surety Co.), a corporation organized and existing under the laws of the State of _____ and authorized to do business in the Commonwealth of Pennsylvania, does hereby consent and agree with:

The County of Berks, Berks County Intermediate Unit, Bethel Township, Exeter Township, Mohnton Borough, Muhlenberg Township, City of Reading, Richmond Township, Robeson Township, Ruscombmanor Township, Sinking Spring Borough, Spring Township, and Tilden Township

that if the Bid of _____ (name of Bidder) for:

Fire Extinguisher Services

be accepted and an Agreement for said Goods and Services be awarded to the said _____ (name of Bidder), it will, upon its being so awarded, become surety for the said _____ (name of Bidder) on such surety bonds as are called for in the Invitation to Bid.

Signed, sealed and dated _____, 20____

(Name of Surety Co.)

By: _____
Attorney-in-fact

ATTACHMENT G NO BID REPLY FORM

To assist the County in obtaining good competition, we ask that each firm who has received Invitation to Bid #21-26-HA, **but does not wish to submit a Bid**, state their reason(s) below and return this form to the County of Berks, Attn: Director Contracts and Procurement, 633 Court Street, 13th Floor Services Center, Reading, PA 19601.

Unfortunately, we must offer a “No Bid” at this time because:

_____	1.	We do not wish to participate in the Bid process.
_____	2.	We do not wish to Bid under the terms and conditions of the Invitation to Bid document. Our objections are: _____ _____
_____	3.	We do not feel we can be competitive.
_____	4.	We cannot submit a Bid because of the marketing or franchising policies of our company.
_____	5.	We do not wish to sell to the County of Berks. Our objections are: _____ _____ _____
_____	6.	We do not provide the items/services for which Bids are requested.
_____	7.	Other: _____ _____ _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

NAME (printed): _____

TITLE: _____

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

AGREEMENT #TBD

THIS AGREEMENT (“Agreement”) is entered into by and between the **County of Berks, acting on behalf of itself and such members of the Berks County Cooperative Purchasing Council (BCCPC) as may elect to make purchases under the terms of this Agreement**, with offices at Berks County Services Center, 633 Court Street, Reading, Pennsylvania, 19601 (hereinafter “County”) and **Vendor** with offices at [] (hereinafter “Vendor”).

Background

The County and members of the BCCPC (BCCPC) desire to engage the Vendor for the delivery of Fire Extinguishers Services in accordance with the requirements set forth in the County’s Invitation to Bid #21-26-HA [inclusive of all addendums] (“ITB”), and Vendor’s Bid thereto dated Month Day, Year, both of which are incorporated in this Agreement by reference.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1 Definitions

Capitalized terms not defined herein shall have the meaning set forth in the ITB.

2 Engagement

Subject to the terms and conditions set forth in this Agreement, the County hereby engages the Vendor to provide the Goods and Services set forth in the ITB on behalf of the County and the BCCPC members consistent with the terms of this Agreement and as further set forth in subsequently issued Purchase Orders.

3 Term of Agreement

- 3.1 This Agreement shall be effective January 21, 2022 through January 20, 2023, unless terminated or extended in accordance with the terms and conditions of this Agreement.

- 3.2 With the consent of the Vendor, the County, on behalf of itself and the members of the BCCPC, reserves the option to renew the Agreement for four (4) additional one-year terms at the Bid prices. Prior to the end of each one-year term, the County will notify the Vendor in writing if the County and BCCPC would like to renew the Agreement. Upon receipt of the Vendor’s written acceptance to renew the Agreement, the Agreement shall then renew for an additional one (1) year from the prior expiration date. Such acceptance shall be automatically incorporated in the Agreement Documents.

- 3.3 The County and BCCPC reserve the right to extend the term of the Agreement period for up to three (3) months to prevent a lapse of coverage and only for the time necessary to issue and award a new Invitation to Bid.

4 Time is of the Essence

Time is of the essence in the performance of this Agreement. The schedule for the performance of Goods and Services is: Deliveries must be made within two (2) business days of the date of order placement. If the completion of Goods and Services is delayed, the County reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

notice, and to procure substitute Goods and Services from another vendor. The Vendor shall reimburse the County for the costs to procure substitute Goods and Services.

5 Supply and Inspection of Goods and Services

5.1 This Agreement is for an indefinite quantity of Goods and Services. The County and BCCPC reserves the right to order more or less Goods and Services throughout the entire term of the Agreement and the Bidder agrees to supply all Goods and Services requisitioned by the County or another BCCPC member through a Purchase Order at the Bid prices incorporated in this Agreement throughout the entire term of the Agreement. The Vendor shall supply Goods and Services to the County and other BCCPC members meeting the quality set forth in the ITB in quantities set forth in each Purchase Order issued by the County or other BCCPC member for the procurement of Goods and Services.

5.2 Goods and Services received by the County or other BCCPC member shall not be deemed accepted until the County or purchasing BCCPC member has had a reasonable opportunity to inspect. Goods and Services that are discovered to be defective or non-conforming to the agreed upon specifications may be rejected upon initial inspection or at any later time if the defects or non-conformity were not reasonably discoverable at the time of initial inspection. Within fifteen (15) days of receipt of notification of rejection, Vendor shall remove rejected Goods and Services from the premises without expense to the County or other BCCPC member. Rejected Goods and Services not removed within fifteen (15) days will be regarded as abandoned and the County shall have the right to dispose of such Goods and Services as its own property and shall retain that portion of the proceeds of any sale which represents the County's or other BCCPC member's costs and expenses in regard to the storage and sale of the Goods and Services. Upon notification of rejection, the Vendor shall immediately replace all such rejected Goods and Services with others conforming to the specifications and which are not defective. If the Vendor fails, neglects or refuses to do so, the County or other BCCPC member shall then have the right to purchase in the open market a corresponding quantity of such Goods and Services and deduct from any monies due or that may thereafter become due to the Vendor, the difference between the price stated and the actual cost thereof to the County or BCCPC member. If the amount due the Vendor is insufficient to meet such expenses, the Vendor shall be liable for the excess and the County or other BCCPC member may proceed against the Vendor through appropriate legal action.

6 Compensation

The Vendor shall be paid the unit prices for Goods and Services supplied to the County or other BCCPC member in accordance with the prices set forth in the Bid, as follows:

(Table shall be inserted here with unit prices)

Each BCCPC member shall be individually responsible to the Vendor for its respective share of the total quantity purchased under this Agreement, and payment for its proportionate share of the total purchase. Under no circumstances shall the County or any other participating entity be responsible for the payment of another participating member's purchase.

ATTACHMENT H
FORM OF AGREEMENT AND GENERAL CONDITIONS

7 Notices

All necessary coordination and communication required to carry out this Agreement, including meetings between the parties, as well as all written notices, shall be done through the individuals indicated below. Written notices shall be effective when delivered by hand, or if sent by registered or certified mail, or verified facsimile, or by confirmed courier to the address of each party indicated below.

	County:	Vendor:
Attention	Marc Loiacono	
Address	Facilities Support 1011 Berks Road Leesport, PA 19533	
Telephone	610.376.4841 ext. 7458	
Fax	610.478.6363	
Email	mloiacono@countyofberks.com	
	County:	Vendor:
Attention	Jamie Silverthorne	
Address	Facilities & Operations 633 Court Street, 16 th FL Berks County Services Center Reading, PA 19602	
Telephone	610-478-6700 ext. 6204	
Fax	610-478-3378	
Email	jsilverthorne@countyofberks.com	
	County:	Vendor:
Attention	Jeffrey Shilling	
Address	Fire Training Center 895 Morgantown Rd Reading, PA 19607	
Telephone	610-378-5509	
Email	jshilling@countyofberks.com	
	County:	Vendor:
Attention	Brian Evans	
Address	Parks & Recreation Department 2083 Tulpehocken Rd. Wyomissing, PA 19610	
Telephone	610-372-8939	
Fax	610-373-7066	
Email	bevans@countyofberks.com	
	County:	Vendor:
Attention	Cathy Boyer	
Address	Archives 1047 MacArthur Rd, Ste. 200 Reading, PA 19605	

ATTACHMENT H
FORM OF AGREEMENT AND GENERAL CONDITIONS

Telephone	610-376-4174	
Email	crboyer@countyofberks.com	
	County:	Vendor:
Attention	Brian Gottschall	
Address	Emergency Services 2516 Bernville Rd. Reading, PA 19605	
Telephone	610-374-4800 ext. 8202	
Fax	610-374-8865	
Email	BGotschall@countyofberks.com	
	County:	Vendor:
Attention	David Himic	
Address	Berks County Jail 1287 County Welfare Rd. Leesport, PA 19533	
Telephone	610-208-4800 ext. 4701	
Fax	610-288-1719	
Email	DHimic@countyofberks.com	

BCCPC Participants:	
Attention	Eric Clemmer
Address	Berks County Intermediate Unit 111 Commons Boulevard Reading, PA 19605
Telephone	610.987.8596
Email	ericle@berksiu.org
Attention	Jayne Seifrit
Address	Bethel Township 60 Klahr Road Bethel, PA 19507
Telephone	717-933-8813
Email	betheltownship@comcast.net
Attention	Larry Piersol
Address	Exeter Township 4975 Demoss Road Reading, PA 19606
Telephone	610-587-4046
Email	lpiersol@exetertownship.com
Attention	Jen Roy
Address	Borough of Mohnton 21 O'Neil St. Mohnton, PA 19540

ATTACHMENT H
FORM OF AGREEMENT AND GENERAL CONDITIONS

Telephone	610.775.0660
Email	info@mohntonboro.org
Attention	Heather Carter
Address	Muhlenberg Township 210 George Street Reading, PA 19605
Telephone	610-929-4727 ext. 260
Email	heather@muhlenbergtwp.com
Attention	Patricia Tezak, Secretary
Address	City of Reading Public Works Center 503 N. 6th Street Reading PA 19601-3690
Telephone	610-655-6322
Fax	610-655-6488
Email	patricia.tezak@readingpa.gov
Attention	Jennifer Galomb
Address	Richmond Township 11 Kehl Road Fleetwood, PA 19522
Telephone	610-944-0348
Email	richtwp@ptd.net
Attention	Tim Wloczewski
Address	Robeson Township 8 Boonetown Road Birdsboro, PA 19508
Telephone	610-582-4636
Email	rocktwp1@ptd.net
Attention	Donald Miller
Address	Ruscombmanor Township 204 Oak Lane Fleetwood PA 19522
Telephone	610-944-7242
Email	dontm@ptd.net
Attention	Michael Hart
Address	Sinking Spring Borough 3940 Penn Avenue Sinking Spring, PA 19608
Telephone	610-678-4903
Email	mhart@sinkingspringboro.org

ATTACHMENT H
FORM OF AGREEMENT AND GENERAL CONDITIONS

Attention	John Groller
Address	Township of Spring 2850 Windmill Road Sinking Spring, PA 19608
Telephone	610-678-5393 x 1390
Fax	610-678-4571
Email	jgroller@springtwpberks.org
Attention	Monica Flower
Address	Tilden Township 874 Hex Highway Hamburg, PA 19526
Telephone	610-562-7410
Email	mflower@tildentownship.com

Written notices shall be copied to: County of Berks, Attn: Kelly A. Laubach, Berks County Services Center, 633 Court Street, 13th Floor, Reading, PA, 19601. Fax: 610-898-7404.

8 Invoicing / Payment

Invoices and packing lists must reference the above-noted Agreement number. Original invoices for goods and services provided to the County and BCCPC members shall be submitted to: all parties notated in clause seven (7) herein.

8.1 Vendor may submit invoices no more than once per month for Goods and Services supplied under this Agreement. No advance payments or billings are allowed. Payment by the County or other BCCPC shall require the submittal of an itemized invoice of all Goods and Services supplied. The County or other BCCPC member shall render payment within thirty (30) days of the County’s receipt of a properly prepared invoice. Payment shall be considered made when the County or BCCPC member mails the check. Undisputed amounts unpaid after thirty (30) days of the County’s or other BCCPC member’s receipt of a properly prepared invoice shall bear interest at a rate of three percent (3%) per annum.

9 Insurance

9.1 The Vendor, at its sole expense, shall carry and maintain, in full force at all times during the term of this Agreement, the following insurance coverage:

- 9.1.1 Comprehensive General Liability insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;
- 9.1.2 Commercial Automobile Liability insurance with a combined single limit of not less than \$1,000,000;
- 9.1.3 Umbrella/Excess Liability insurance with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate; and

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

- 9.1.4 Worker's Compensation insurance in statutory limits; and Employer's Liability insurance with limits of not less than \$100,000 each accident, \$500,000 disease-policy limit, and \$100,000 disease-each employee.
- 9.1.5 Pollution Liability Insurance with limits of not less than \$1,000,000 per each loss and \$1,000,000 aggregate.
- 9.2 Prior to commencement of performance of this Agreement, Bidder shall furnish to the County a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the County of Berks, Berks County Intermediate Unit, Bethel Township, Exeter Township, Mohnton Borough, Muhlenberg Township, City of Reading, Richmond Township, Robeson Township, Ruscombmanor Township, Sinking Spring Borough, Spring Township, and Tilden Township, their elected officials, agents, and employees as Additional Insured for "ongoing operations" and "products and completed operations" for a period of three years after final payment under the Commercial General Liability Coverage. Coverage should be provided by ISO Endorsements CG20 10 07 04 and CG2037 07 04 or their equivalent. Bidder's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause.** The County of Berks reserves the right to waive the waiver of subrogation for any and all worker's compensation policies that are provided under the State Worker's Insurance Fund (SWIF). The Certificate shall note the project and provide that no policies may be cancelled without thirty (30) days advance notice to the County. Such certificate shall be issued to: County of Berks, Attn: Contract Coordinator, 633 Court Street, 13th Floor Services Center, Reading, PA 19601; and the participating members of the BCCPC: Berks County Intermediate Unit, Bethel Township, Exeter Township, Mohnton Borough, Muhlenberg Township, City of Reading, Richmond Township, Robeson Township, Ruscombmanor Township, Sinking Spring Borough, Spring Township, and Tilden Township. All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of 1X or better with the A.M. Best's Company Key Rating, Guide Latest Edition and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the County. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Bidder, whichever shall occur later.

10 Precedence

Where a conflict exists between these General Conditions and the ITB as to Goods and Services, the Vendor shall provide the higher quality or quantity of Goods and Services, otherwise the terms of these General Conditions shall prevail as to any conflict among the Agreement Documents. In the event any term of a Purchase Order conflicts with any other term within the Agreement Documents, such other term in the Agreement Documents shall prevail.

11 Availability of Appropriated Funds

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

The parties agree that any and all payments due from the County or any other BCCPC member, as required under the terms of the Agreement, are contingent upon the availability of appropriated funds.

12 Taxes

The County and each BCCPC member is exempt from all Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. The County's registration number with the Internal Revenue Service is 23-6003049. Net prices shown in the Bid as incorporated in these General Conditions shall exclude such Federal and State taxes. This statement is not meant to exempt the Vendor from the payment of sales or use tax required to be paid with respect to its purchase or use of tangible personal property used or transferred in connection with the performance herein.

13 Ownership of Work Product

The County, each BCCPC member, and their respective departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute, and use in whole or in part any submitted report or written materials generated by Vendor pursuant to this project. Employees or agents of the parties shall not divulge, transfer, assign, sell or otherwise convey the other party's proprietary methodologies (designated in writing by each party as proprietary) in any form to a third party, person or organization except as may be specifically agreed to in writing by the affected party.

14 Patents, Copyrights, Trademarks

Vendor warrants, represents and covenants that the Goods and Services and the sale and use thereof do not infringe directly or indirectly any valid patent, copyright, property right or trademark and Vendor agrees, at its cost and expense, to indemnify and hold the County and each participating BCCPC member free and harmless from and against any and all costs, expense, liabilities or damages, including attorneys' fees, arising out of alleged or actual patent, copyright, property right, trademark or trade secret infringement resulting from the sale or use of Goods and Services.

15 Records, Audit and Inspection

Vendor shall maintain such records as may be necessary to adequately reflect the accuracy of Vendor's charges and invoices for reimbursement under this Agreement and such other additional records as the County or any other BCCPC member may reasonably require in connection with this Agreement. Vendor shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefor. The County, a BCCPC member and their duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Vendor in connection with this Agreement. The County, a BCCPC member and their duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Vendor's normal business hours, Vendor's production and related facilities utilized to perform its obligations under this Agreement.

16 Warranty

16.1 Goods and Services furnished as a result of this Agreement, whether manufactured or fabricated by Vendor or a third party, shall (a) be new; (b) be first quality; (c) strictly conform to the specifications and samples; and (d) be free from defects in materials and workmanship. Vendor shall be required to promptly replace Goods and Services,

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

after receiving notification from the County or another BCCPC member of defects or nonconformance.

- 16.2 Goods manufactured by a third party and supplied by Vendor shall carry all third party warranties. All warranties shall survive any inspection, delivery, acceptance or payment.

AND/OR

- 16.3 Services performed as a result of this Agreement, whether performed by Vendor or a third party, shall be performed in a skilled manner and shall comply with industry standards. Vendor shall promptly re-perform services, after receiving notification from the County or a BCCPC member of defects or nonconformance of services performed. All warranties shall survive inspection, delivery, acceptance and payment.

17 Indemnity

Vendor agrees to indemnify and hold harmless the County, each other BCCPC member, and their respective elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens, and judgments (including reasonable attorney's fees), of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts or omissions or willful misconduct of Vendor or its subcontractors or any of their respective agents, servants, or employees or Vendors' failure to perform in accordance with the provisions of this Agreement.

18 Force Majeure

Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires, floods; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of force majeure.

19 Purchase Orders

The County and participating BCCPC member will requisition the purchase of additional Goods and Services throughout the term of this Agreement through Purchase Orders. Each Purchase Order shall be automatically incorporated in this Agreement.

20 Termination for Convenience

The County reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Vendor. Any BCCPC member participating may terminate such participation at any time upon written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Vendor shall be compensated for Goods and Services supplied in accordance with the provisions of this Agreement up to the effective date of termination, less any payments previously made by the County or other participating BCCPC member for such Goods and Services, but in no event shall Vendor be entitled to recover lost or expected profit.

21 Termination for Cause

- 21.1 In the event that either the Vendor, the County or any other BCCPC member defaults in the performance of any obligation specified herein, the non-defaulting party shall

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

notify the other party in writing and may suspend the Agreement, in whole or in part, pending remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement with respect to the defaulting party immediately by providing written notice of termination to the other party.

- 21.2 If, during the term of this Agreement, Vendor shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Vendor shall give the County written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the County, the County may terminate this Agreement immediately upon written notice thereof to Vendor.
- 21.3 If the County terminates this Agreement for cause, in whole or in part, it may acquire, correct, or replace Goods and Services similar to those terminated, by contract or otherwise, and the Vendor shall reimburse the County and any participating BCCPC member for any costs incurred by the County or such participating BCCPC member thereby, or make an equitable adjustment in the price. This paragraph shall not operate or bar the County or any other BCCPC member from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A., Section 2101 et seq.

22 Claims for Consequential and/or Incidental Damages

The Vendor waives claims against the County and all BCCPC members for lost or expected profits, consequential damages and/or incidental damages arising out of or relating to this Agreement.

23 Release of Liens

Before any payment hereunder shall become due, the County or any other BCCPC member, at its option, may require Vendor to furnish reasonable evidence of the payment of all subcontractor accounts for labor and materials pertaining to Vendor's performance hereunder. Prior to payment, the County and each participating BCCPC member reserve the right to require Vendor to furnish the County or such participating BCCPC member with a full and complete release of liens from all persons furnishing labor and materials toward the performance hereof, and in any event, Vendor agrees to indemnify and hold harmless the County, each participating BCCPC member, their respective officials, employees and agents from and against any and all liens and encumbrances arising out of Vendor's performance of this Agreement.

24 Assignment

Vendor shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the County. Such consent shall not be unreasonably withheld. Any assignment consented to by the County shall be evidenced by a written assignment agreement executed by the Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.

25 Publicity

Neither Vendor nor any tier subcontractor shall use the name of the County of Berks, or any other BCCPC member, or quote the opinion of any County or BCCPC member employee in any

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

advertising, publicity, endorsement or testimonial, without the prior written approval of the County or the BCCPC member.

26 Compliance with Laws

In the performance of this Agreement, Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities. Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations. Vendor shall give required notices, and secure and pay for any permits, licenses, and easements required for supply of Goods and Services. The Vendor shall give any and all necessary formal notices required in conjunction with the lawful supply of the Goods and Services.

27 Health and Safety

The Vendor shall, at all times, control the health, safety and welfare of its employees and subcontractors. Vendor shall:

- 27.1 comply with all federal, state and local regulations, as well as all safety information and instructions as may be set forth in writing or otherwise provided by the County or a participating BCCPC member;
- 27.2 promptly report to the County or the BCCPC member on whose property such incident occurs, all incidents with potentially adverse safety, health or environmental implications, including slips, falls, equipment malfunctions, fume releases and any situation requiring first-aid or medical observations or treatment;
- 27.3 promptly report to the County or the BCCPC member on whose property such incident occurs, all cases Vendor determines to be recordable on the OSHA 300 log or its equivalent and upon request, provide the County or the BCCPC member on whose property such incident occurs, with a copy of the OSHA 300 log and all supporting forms;
- 27.4 properly maintain, inspect and supervise its designated work area and roadways to keep them in reasonably safe condition. This responsibility includes Vendor's right and duty to conduct reasonable and necessary maintenance in the work area and of the roadways to prevent unsafe work conditions from existing. Vendor shall regularly conduct safety audits and inspections to ensure compliance with its responsibility to maintain a reasonably safe work area;
- 27.5 supply the applicable safety data sheets on all Goods and Services supplied to the County or other BCCPC member or used on County or other BCCPC member property;
- 27.6 use, handle, store and dispose of any hazardous materials or waste while on the County's or other BCCPC member's property in strict compliance with applicable laws and as instructed in the safety data sheet(s); and
- 27.7 keep the County's and each other BCCPC member's property free of waste as the work progresses and, on completion of such activities, leave the site "broom clean" and tools, equipment and materials furnished shall be so placed and maintained as to permit unobstructed access to the work and to minimize exposure to personal injury or fire loss in a location approved by the County or such BCCPC member. The County or

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

such BCCPC member may remove waste or store Vendor's tools, equipment and materials if Vendor fails to properly do so and the Vendor shall reimburse the County or such BCCPC member for any costs incurred, including charges for employee time, within seven (7) days of demand.

28 Equal Employment Opportunity

During the performance of the Agreement, the Vendor shall not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this paragraph.

29 Independent Contractor

The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to the County and each BCCPC member under this Agreement shall be that of an independent contractor, and nothing in this Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, or partner of the County or any other BCCPC member.

30 Employees of Vendor

30.1 Vendor agrees that each of its employees will be properly qualified and will use reasonable care in the performance of services while on County or BCCPC member's property. If the County or other BCCPC member, in the County's or BCCPC member's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Vendor employee is inconsistent with Vendor's obligations under this Agreement by performing unsatisfactory services, interfering with the operation of the County's or BCCPC member's facilities, bothering or annoying any occupants, visitors, or other vendors then at facility, or that such actions or conduct is otherwise detrimental to the County or other BCCPC member, then upon the County's or other BCCPC member's written notice, Vendor shall immediately provide a qualified replacement.

30.2 Vendor shall advise its employees and the employees of its subcontractors and agents that:

30.2.1 It is the policy of the County of Berks and all other BCCPC members to provide a drug-free work environment. To that end the County and each other BCCPC member prohibits the consumption of alcohol or illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances while supplying Goods and Services or on County or other BCCPC member's property on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

30.2.2 Any employee of Vendor who is found in violation of the policy may be removed or barred from the work site at the discretion of the County or other BCCPC member.

31 Governing Law and Jurisdiction

This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to its principles of conflicts of law. EACH PARTY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF COMMON PLEAS OF BERKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS BETWEEN THE PARTIES, INCLUDING, BUT NOT LIMITED TO, THOSE ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, SHALL BE LITIGATED IN SUCH COURT.

32 Subcontractors

32.1 The Vendor shall not subcontract with or employ any entity or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof. The County shall have the right to require the Vendor to terminate such subcontracts or employment at no cost to the County or other BCCPC member. The Vendor agrees to reimburse the County or other BCCPC member for costs and expenses incurred due to the Vendor's noncompliance with the terms of this certification requirement.

32.2 The Vendor may obtain the current list of suspended and debarred Vendors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

33 Severability

The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

34 Reservation of Rights

Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination or assignment of this Agreement shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination or assignment.

35 Regulations

Not applicable.

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

36. Integrity Provisions

36.1 It is essential that those who seek to contract with the County and other BCCPC members observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the County procurement process.

36.2 In furtherance of this policy, Vendor agrees to the following:

36.2.1 Vendor shall maintain the highest standards of honesty and integrity during the performance of this Agreement and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations or other requirements applicable to Vendor or that governs contracting with the County, BCCPC members and Commonwealth.

36.2.2 Vendor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Vendor employee activity with the County, BCCPC members and Commonwealth; County, BCCPC members and Commonwealth employees, and which is distributed and made known to all Vendor employees.

36.2.3 Vendor, its affiliates, agents and employees shall not influence, or attempt to influence any County, another BCCPC member or Commonwealth employee to breach the standards of ethical conduct for County, another BCCPC member or Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

36.2.4 Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County, other BCCPC member and/or Commonwealth official or employee or to any other person at the direction or request of any County, BCCPC member and/or Commonwealth official or employee.

36.2.5 Vendor, its affiliates, agents and employees shall not offer, give or agree or promise to give any gratuity to a County or other BCCPC member official or employee or to any other person, the acceptance of which would violate the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the County, such other BCCPC members and Commonwealth.

36.2.6 Vendor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any County, other BCCPC member or Commonwealth official or employee.

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

- 36.2.7 Vendor, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the agreement, except as provided in the Agreement.
- 36.2.8 Vendor shall not have a financial interest in any other provider, subcontractor or supplier providing services, labor or material on this program, unless the financial interest is disclosed to the County in writing and the County consents to Vendor's financial interest prior to County's execution of the agreement. Vendor shall disclose the financial interest to the County at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Vendor's submission of the agreement signed by Vendor.
- 36.2.9 Vendor must promptly refer to the Department of Justice Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor subcontractor or other person has, in connection with funds under this award (1) submitted a claim that violates the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct. Potential fraud, waste, abuse or misconduct involving or relating to funds under this contract should be reported to the OIG by (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) email to oig.hotline@usdoj.gov and/or (3) the DOJ OIG hotline: at (800) 869-4499 (phone) or (202) 616-9881. Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.
- 36.2.10 Restrictions and certifications regarding non-disclosure agreements and related matters.
- 36.2.10.1 Vendor shall not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of federal department or agency authorized to receive such information.
- 36.2.10.2 The foregoing is not intended, and shall not be understood by, to contravene requirements applicable to Standard Form 312 (which relates to classified information). Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
- 36.2.10.3 In accepting this Agreement, the Vendor
- 36.2.10.3.1 represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

36.2.10.3.2 certifies that if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency whom has awarded these grant funds and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

36.2.10.4 If the Vendor does or is authorized to make subawards (“subgrants”), procurement contracts, or both

36.2.10.4.1 it represents that

36.2.10.4.1.1 it has determined that no other entity that the Vendor’s application proposes may or will receive award funds (whether through a subaward (“subgrant”), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

36.2.10.4.1.2 it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

36.2.10.4.1.3 it certifies that if it learns or is notified that any subrecipient contractor or subcontractor entity that receives funds under this agreement is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, the County, will immediately stop any further obligations of agreement funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

36.2.11 Vendor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Vendor under this agreement without the prior written approval of the County or BCCPC member to whom such information, documents, reports, data or records

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

apply, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§67.101-3104*, or other applicable law or as otherwise provided in this Agreement. Any information, documents, reports, data, or records secured by Vendor from the County or other BCCPC member or a third party in connection with the performance of this agreement shall be kept confidential unless disclosure of such information is:

- 36.2.11.1 Approved in writing by the County or such other BCCPC member prior to its disclosure; or
 - 36.2.11.2 Directed by a court or other tribunal of competent jurisdiction unless the agreement requires prior County or other BCCPC member's approval; or
 - 36.2.11.3 Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - 36.2.11.4 Necessary for purposes of Vendor's internal assessment and review; or
 - 36.2.11.5 Deemed necessary by Vendor in any action to enforce the provisions of this Agreement or to defend or prosecute claims by or against parties other than the County or other BCCPC member; or
 - 36.2.11.6 Permitted by the valid authorization of a third party to whom the information, documents, reports, data or records pertain; or
 - 36.2.11.7 Otherwise required by law.
- 36.2.12 Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the County agency granting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- 36.2.12.1 Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - 36.2.12.2 Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Vendor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual of entity associated with:
 - 36.2.12.2.1 Obtaining;
 - 36.2.12.2.2 Attempting to obtain; or

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

- 36.2.12.2.3 Performing a public grant or subgrant
- 36.2.12.3 Vendor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
- 36.2.12.4 Violation of federal or state antitrust statutes.
- 36.2.12.5 Violation of any federal or state law regulating campaign contributions.
- 36.2.12.6 Violation of any federal or state environmental law.
- 36.2.12.7 Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- 36.2.12.8 Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.
- 36.2.12.9 Violation of any federal and state law prohibiting discrimination in employment, including but not limited to 28 CFR Part 42.
- 36.2.12.10 Debarment by any agency or department of the federal government or by any other state.
- 36.2.12.11 Any other crime involving moral turpitude or business honesty or integrity.
- 36.2.12.12 Vendor acknowledges that the County may, in its sole discretion, terminate the agreement for cause upon such notification or when the County otherwise learns that Vendor has been officially notified, charged or convicted.
- 36.2.13 If this Agreement was awarded to Vendor on a non-bid basis, Vendor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Vendor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - 36.2.13.1 Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed as aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

- 36.2.13.2 To obtain a copy of the report form, Vendor shall contact the Bureau of Commissioners, elections and Legislation, Division of Campaign Finance and Lobby Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.
- 36.2.14 Vendor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Vendor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Vendor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Vendor's behalf, no matter the procurement stage, are not exempt and must be reported.
- 36.2.15 When Vendor has reason to believe that any breach of ethical standards as set forth in law, the Governor's code of Conduct, or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Vendor shall immediately notify the Commonwealth granting officer or Commonwealth Inspector General in writing.
- 36.2.16 Vendor, by submission of its bid or proposal and/or execution of this agreement by the submission of any bills, invoices or requests for payment pursuant to the grant, certifies and represents that it has not violated any of these integrity provisions in connection with the submission of the bid or proposal, during any agreement negotiations or during the term of the Agreement.
- 36.2.17 Vendor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Agreement.
- 36.2.18 For violation of any of these Integrity Provisions, the County may terminate that and any other agreement with Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another Vendor to complete performance under this Agreement, and debar and suspend Vendor from doing business with the County. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

36.2.19 For purposes of these Integrity Provisions, the following terms shall have the meanings found in this Clause 36.

36.2.19.1 “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Vendor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Vendor; or e) has not been independently developed by Vendor without the use of confidential information of the County or Commonwealth.

36.2.19.2 “Consent” means written permission signed by a duly authorized officer or employee of the County or Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or grantual terms, the County or Commonwealth shall be deemed to have consented by virtue of execution of this Agreement.

36.2.19.3 “Vendor” means the individual or entity that has entered into this Agreement with the County, including those directors, officers, partners, managers and owners having more than a five percent interest in Vendor.

36.2.19.4 “Financial interest” means:

36.2.19.4.1 Ownership of more than a five percent interest in any business; or

36.2.19.4.2 Holding a position as an officer, director, trustee, partner, employee or holding any position of management.

36.2.19.5 “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or grants of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.

36.2.19.6 “Immediate family” means a spouse and any unemancipated child.

36.2.19.7 “Non-bid basis” means a grant awarded or executed by the County with Vendor without seeking bids or proposals from any other potential bidder or offeror.

36.2.19.8 “Political contribution” means any payment, gift, subscription, assessment, grant, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

37. Debarment/Tax Liabilities

37.1 For the purpose of these provisions, the term vendor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, provider, or subcontractor, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant or subgrant with the County, or with a person under contract, subcontract, grant, or subgrant with the County or its state-affiliated entities, and state-related institutions. The term vendor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the County.

37.1.1 The Vendor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any County contract, that neither the vendor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the vendor cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

37.1.1.1 The Vendor must also certify, in writing, that as of the date of its execution, of any County contract it has no tax liabilities or other County or Commonwealth obligations.

37.1.1.2 The Vendor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Vendor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other County or Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

37.1.2 The failure of the Vendor to notify the contracting agency of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the contract with the County.

37.1.3 The Vendor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the County, which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for investigative costs for investigations that do not result in the Vendor's suspension or debarment.

37.1.4 Vendor shall immediately self-report any discovered exclusion of an employee or contractor, either an individual or an entity, to the Bureau of Program Integrity either:

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

- 37.1.4.1 Via e-mail through the MA Provider Compliance form at the following link:
<http://www.dpw.state.pa.us/learnaboutdpw/fraudandabuse/maprovidercompliancehotlineresponseform/index.htm>
- 37.1.4.2 By U.S. mail at the following address:

Department of Human Services
Office of Administration
Bureau of Program Integrity
Commonwealth of Pennsylvania
P.O. Box 2675
Harrisburg, PA 17105-2675
- 37.1.4.3 By fax at: 1-717-772-4655 or 1-717-772-4638.
- 37.1.4.4 Vendor shall copy the County on any notice given to the Bureau of Program Integrity in the manner and at the address provided for giving notices to the County in this Agreement.
- 37.1.5 Vendor shall develop and maintain auditable documentation of screening efforts, including dates the screenings were performed and the source data checked and its date of most recent update.
- 37.1.6 Vendor shall periodically conduct self-audits to determine compliance with this requirement.
- 37.1.7 Vendor shall provide evidence of compliance with these requirements to the County within ten (10) days following a request by the County.
- 37.1.8 The Vendor may obtain a current list of suspended and debarred Commonwealth providers by accessing:
- 37.1.9 It shall be the responsibility of the Vendor to determine and utilize the appropriate site for said database.

http://www.dgs.internet.state.pa.us/debarment_list or contacting the:
Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: 717-783-6472
FAX No.: 717-787-9138

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

38. Nondiscrimination/Sexual Harassment Clause

38.1 During the term of the Agreement, Vendor agrees as follows:

- 38.1.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Agreement or any contract or subcontract, the Vendor, a contractor, a subcontractor, or any person acting on behalf of the Vendor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- 38.1.2 The Vendor, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed or color.
- 38.1.3 The Vendor, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- 38.1.4 The Vendor, contractor or any subcontractor shall not discriminate by reason of gender, race, creed or color against any contractor, subcontractor or supplier who is qualified to perform the work to which the agreement relates.
- 38.1.5 The Vendor, any contractor or any subcontractor shall, within the time periods requested by the County, furnish all necessary employment documents and records and permit access to their books, records and accounts by the County and the Bureau of Minority and Women Business Opportunities (BMWBO), for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within thirty (30) days after award of any Agreement, the Vendor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. Vendors who have fewer than five employees or whose employees are all from the same family or who have completed the STD-21 form within the past 12 months may, within the 15 days, request an exemption from the STD-21 form from the County.
- 38.1.6 The Vendor, any contractor or subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every contract or subcontract so that those provisions applicable to contractors or subcontractors will be binding upon each contractor or subcontractor.
- 38.1.7 The County may cancel or terminate the agreement and all money due or to become due under the Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, County may proceed with debarment or suspension and may place the Vendor, contractor or subcontractor in the Contractor Responsibility File.

39. Set Off Clause

Not applicable.

ATTACHMENT H

FORM OF AGREEMENT AND GENERAL CONDITIONS

40. Property and Supplies

Not applicable.

41. Right to Know Law

41.1 The Pennsylvania Right-to-Know Law (“RTKL”), 65 P.S. §§ 67.101-3104, applies to this Agreement.

41.2 Unless the Vendor provides the County, in writing, with the name and contact information of another person, the County or other BCCPC member shall notify the provider using the Vendor information provided by the Vendor in this Agreement if the County or such other BCCPC member needs the Vendor’s assistance in any matter arising out of the RTKL. The Vendor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

41.3 Upon notification to the Vendor that the County or such other BCCPC member has received a request for records under the RTKL related to this Agreement that may be in the Vendor’s possession, constituting or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Vendor shall:

41.3.1 Provide the Vendor, within five (5) business days after receipt of the County’s or such other BCCPC member’s written notification, access to, and copies of, any document or information in the Vendor’s possession arising out of this Agreement that the County or other BCCPC member reasonably believes is Requested Information and may be a public record under the RTKL; and

41.3.2 Provide such other assistance as the County or other BCCPC member may reasonably request, in order to comply with the RTKL with respect to this Agreement.

41.4 If the Vendor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or information that the Vendor considers exempt from production under the RTKL, the Vendor must notify the County or other BCCPC member and provide within five (5) business days of receiving the County’s or other BCCPC member’s written notification, a written statement signed by a representative of the Vendor explaining why the requested material is exempt from public disclosure under the RTKL.

41.5 The County and each other BCCPC member will rely upon the written statement from the Vendor in denying a RTKL request for the Requested Information unless the County or other BCCPC member determines that the Requested Information is clearly not protected from disclosure under the RTKL.

41.6 If the Vendor fails to provide the Requested Information within the time period required by these provisions, the Vendor shall indemnify and hold the County or other BCCPC member harmless for any damages, penalties, costs, detriment or harm that the County or other BCCPC member may incur as a result of the Vendor’s failure, including any statutory damages assessed against the County or other BCCPC member.

ATTACHMENT H
FORM OF AGREEMENT AND GENERAL CONDITIONS

41.7 The County or other BCCPC member will reimburse the Vendor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

41.8 The Vendor may file a legal challenge to a decision by the County or other BCCPC member to release a record the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Vendor shall indemnify the County and other BCCPC members for any legal expenses incurred by the County or such BCCPC members as a result of such a challenge and shall hold the County and each other BCCPC member harmless for any damages, penalties, costs, detriment or harm that the County or such BCCPC member may incur as a result of the Vendor's failure, including any statutory damages assessed against the County, regardless of the outcome of such legal challenge. As between the parties, the Vendor agrees to waive all rights or remedies that may be available to it as a result of the County's or other BCCPC member's disclosure of Requested Information pursuant to the RTKL.

41.9 The Vendor's duties relating to the RTKL are continuing duties that survive the expiration of the Agreement and shall continue as long as the Vendor has Requested Information in its possession.

42. Federal and State Audit Requirements

Not applicable.

43. Headings

All headings included for convenience only and shall not affect any construction or interpretation of this Agreement.

44. Entire Agreement

The governing terms and conditions of this Agreement are expressly limited to the terms and conditions contained in this Agreement and documents incorporated herein. This Agreement constitutes the complete integration of all oral and written documents, is the entire and final Agreement between the parties and **may be amended only by a written instrument signed by authorized officials of both parties.**

---SIGNATURE PAGE ON NEXT PAGE---

ATTACHMENT H
FORM OF AGREEMENT AND GENERAL CONDITIONS

With the intent to be legally bound, authorized officials of each party have signed this Agreement on the dates written below. Each person signing this Agreement represents and warrants that such person is fully authorized to sign and enter into this Agreement on behalf of the company named above his or her signature.

Both parties agree and acknowledge that electronic/facsimile signatures are binding to this Agreement.

County of Berks

Name of other party

By: _____

By: _____

Name (printed): Kelly A. Laubach, CPPB

Name (printed): _____

Title: Director of Contracts and Procurement

Title: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name (printed): Hunter L. Ahrens

Name (printed): _____

Title: Buyer

Title: _____

---- END OF FORM OF AGREEMENT AND GENERAL CONDITIONS ----

ATTACHMENT I
PERFORMANCE BOND FOR INVITATION TO BID #21-26-HA

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the “Principal”), and _____, a company organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held and firmly bound unto the COUNTY OF BERKS and the participating members of the Berks County Cooperative Purchasing Council (Alsace Township, City of Reading, Amity Township, _____ Rockland Township, Bally Borough, Ruscombmanor Township, County of Berks, Sinking Spring Borough, Fleetwood Borough, Township of Spring, Upper Bern Township, Borough of Kutztown, Upper Tulpehocken Township, Longswamp Township, Western Berks Water Authority, Mohnton Borough, Wyomissing Borough and Oley Township) as Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____, 20__ (the “Bid”), to perform _____ for the Obligee, in connection with the _____; and

WHEREAS, the Obligee is a “Contracting Body” under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the “Public Works Contractors’ Bond Law of 1967” (the “Act”); and

WHEREAS, the Act, in Section 3(a), requires that, before an issuance shall be made to the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Performance Bond to the Obligee, with this Performance Bond to become binding upon the issuance of an Agreement to the Principal by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Bid that this Performance Bond shall be furnished by the Principal to the Obligee; and

ATTACHMENT I
PERFORMANCE BOND FOR INVITATION TO BID #21-26-HA

WHEREAS, under the Bid, it is provided, *inter alia*, that if the Principal shall furnish this Performance Bond to the Obligee, and if the Obligee shall issue an Agreement to the Principal in accordance with the Bid, then the Principal and the Obligee shall execute the Agreement with respect to the supply of certain Goods and Services (the "Agreement"), the form of which Agreement is attached.

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall supply the Goods and Services in accordance with the Agreement, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or arising out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely, defend and save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages, including, but not limited to, liquidated damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, in accordance with the Agreement, and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligee of the Goods and Services to be supplied in accordance with the Agreement, which defects, in the sole judgment of the Obligee or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal, in accordance with the Agreement, shall be payable by Principal and Surety upon demand of Obligee (such occurrence being an "Event of Default"); provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

THE SURETY, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND CONFESS JUDGMENT IN FAVOR OF THE OBLIGEE, ITS SUCCESSORS AND ASSIGNS, AND AGAINST THE SURETY AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF TWENTY PERCENT (20%), BESIDES COST OF SUIT, WITH RELEASE OF ERRORS AND WAIVE OF ALL CAUSES FOR STAY OF EXECUTION AND EXEMPTION. THE SURETY FURTHER AGREES THAT IF, IN THE OPINION OF THE OBLIGEE, ANY EVENT OF DEFAULT SHALL HAPPEN ON THE PART OF THE PRINCIPAL, THE SURETY SHALL PAY ALL LOSS OCCASIONED THEREBY, AND THAT THE ASCERTAINED AMOUNT THEREOF, WHICH SHALL BE DETERMINED BY THE OBLIGEE, AND OF THE TRUTH OF WHICH OATH OR AFFIRMATION SHALL BE MADE BY THE OBLIGEE SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE SURETY, AND THAT EXECUTION FORTHWITH SHALL ISSUE AGAINST THE SURETY THE AMOUNT OF SAID DEFAULT.

ATTACHMENT I
PERFORMANCE BOND FOR INVITATION TO BID #21-26-HA

This Performance Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Agreement, and/or any alterations, changes and/or additions to the Goods and Services to be supplied in accordance with the Agreement, and/or any giving by the Obligee of any extensions of time for the Goods and Services to be supplied in accordance with the Agreement, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Agreement, shall not release and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Performance Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Agreement not increasing the Contract Price in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Agreement as so amended and the Surety, for value received, does waive notice of any such amendment to the Agreement not increasing the Contract Price in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Performance Bond and whether referring to this Performance Bond or the Agreement shall include, without limitation, any alteration, addition, extension or modification of any character whatsoever.

In the event that the Obligee incurs legal fees for default or enforcement of its rights under the Agreement or Performance Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County and not elsewhere. In such dispute resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

[Signatures on the following page]

ATTACHMENT I
PERFORMANCE BOND FOR INVITATION TO BID #21-26-HA

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed and delivered this ____ day of _____, 20__.

Individual Principal (Trading and/or Doing Business as: _____)	
Witness: _____	By: _____
	Name: _____

Partnership Principal	
Name of Partnership: _____	
	By: _____
Witness: _____	Name: _____
	Title: _____
	By: _____
Witness: _____	Name: _____

Corporate/Limited Liability Principal	
Name of Corporation: _____	
	By: _____
Attest: _____	Name: _____
	Title: _____*
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
Witness or Attest: _____	By: _____
	Name: _____
	Title: _____**
[SEAL]	
** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	

ATTACHMENT J

FORM OF PURCHASE ORDER

COUNTY OF BERKS - PURCHASE ORDER TERMS AND CONDITIONS

- 1. Entire Agreement.** This Purchase Order ("P.O."), including these terms and conditions, is integrated into Agreement # _____ between the parties ("Agreement") hereto and may not be modified or changed in any way without the written consent of the parties. Capitalized terms not defined herein shall have the meaning set forth in the Agreement. Any different or additional terms in Vendor's acceptance of this offer are hereby rejected. Shipment and/or delivery by Vendor of any of the items covered in this Purchase Order shall in all cases constitute an unqualified acceptance of all County's terms and conditions.
- 2. Freight/Delivery.** Unless otherwise agreed, all prices stated herein are inclusive of packaging and freight costs to the delivery point stated on the face of this P.O. Collect shipments will not be accepted. If freight is allowed, freight costs are to be prepaid by Vendor and added to the invoice as a separate line item. A copy of the bill of lading must accompany the invoice. All goods shall be shipped via the most economical method, unless otherwise specifically agreed upon by the County. Time or times of delivery, in the quantity or number of units required to be delivered is of the essence of this Purchase Order and must be strictly complied with. In the event delivery of goods is delayed, County reserves the right to require Vendor to ship the goods via express transport at Vendor's expense.
- 3. Invoicing/Payment.** Payment shall be net thirty (30) days from receipt of a properly documented invoice. If a cash discount is available for early payment, such cash discount period will be calculated from the date of receipt of a properly documented invoice or, for goods, from the date of receipt at the specified delivery point, and, for services, from the date of completion, whichever is later. Each invoice must reference the P.O. number, shall not include goods or services for more than one P.O., and must indicate whether for a partial or complete shipment. The County is exempt from any sale, excise or federal transportation taxes.
- 4. Inspection/Acceptance.** All goods shall be packaged to protect them from damage during shipment. County will refuse delivery of damaged packages. All goods delivered, or services performed shall comply with all federal, state and/or local laws relative thereto. Inspection of all goods shall be conducted at the place of delivery or other place of inspection if so specified herein and shall occur within a reasonable time after delivery. At County's option, Vendor shall either (a) remove from the place of inspection at Vendor's risk of loss and expense any goods, which the County after inspection rejects or revokes acceptance due to non-conformance or Vendor's non-compliance with any terms of this P.O., or (b) correct rejected goods within a reasonable time after notification of rejection.
- 5. Default.** If the Vendor fails to supply and deliver conforming goods or fails to perform services pursuant to this P.O., County may, after providing notification to Vendor, procure the same from other sources and charge the Vendor for any excess cost or damages resulting therefrom, as liquidated damages. This paragraph shall not operate or bar the County from exercising any other rights or remedies to which it may be entitled to under the Pennsylvania Uniform Commercial Code, Article 2, 13 Pa.C.S.A, Section 2101 et seq.
- 6. Independent Contractor.** The employees, subcontractors, methods, facilities, and equipment used by Vendor shall be at all times under Vendor's direction and control. Vendor's relationship to County under this Agreement shall be that of an independent contractor, and nothing in this P.O. or the Agreement shall be construed to constitute Vendor, its subcontractors or any of their employees as an employee, agent, associate, joint venturer, partner of County.
- 7. Warranty.** Vendor warrants to County that the goods furnished under this P.O., whether manufactured or fabricated by Vendor or others, shall be (a) new (unless otherwise approved on the face of this P.O.) and strictly conform to the specifications, drawings, samples and descriptions referred to herein or provided by County to Vendor, and (b) free from defects in materials and workmanship. All work performed shall be done in a skilled manner and shall comply with industry standards. Vendor shall promptly repair or replace goods and re-perform services, after receiving notification from County of defects or nonconformance. Goods manufactured, or services provided by a third party and supplied by Vendor shall carry all third-party warranties. All warranties shall survive any inspection, delivery, acceptance, or payment.
- 8. Indemnity/Limitation of Liability.** Vendor agrees to indemnify and hold harmless the County of Berks, its elected officials, employees and agents from all costs, losses, expenses, damages, claims, suits, and liability for injuries to, and/or death of, any and all persons and for loss of and/or damage to property sustained or alleged to be sustained in connection with or to have arisen out of the performance of the work by the Vendor, its subcontractors or its respective agents, servants or employees. In no event shall County be liable for any indirect, incidental, special, or consequential damages.
- 9. Insurance.** In the event Vendor provides any services under this P.O., Vendor shall provide and maintain at its own expense, and require its subcontractors to maintain during progress of any work (a) Worker's Compensation insurance in statutory limits mandated by the Commonwealth of Pennsylvania; and (b) bodily injury, liability, and property damage insurance in such amounts as are appropriate and commercially reasonable for parties engaging in the type of activities contemplated by the projects entered into hereunder, but in no event shall these amounts be less than \$1,000,000. Upon request, Vendor shall furnish certificates of insurance evidencing the required insurance coverage.
- 10. Termination.** County reserves the right, at any time and for its convenience, to terminate this P.O. in whole or in any separable part by written notice to Vendor. Such notice shall be provided at least thirty (30) days prior to the intended date of termination date. Vendor shall be compensated for goods accepted or services properly performed up to the effective date of termination, less any payments previously made by County for such goods or services, but in no event shall Vendor be entitled to recover loss of profits.
- 11. Changes.** County shall have the right to make changes to this order. If such changes affect the price or the delivery date specified herein, Vendor shall, before proceeding, secure approval, in writing, of any change in price or date of delivery. County shall also have the right to cancel all or any separable part of this Purchase Order by written notice.
- 12. Publicity.** Neither Vendor nor any tier subcontractor shall use the name of the County of Berks or quote the opinion of any County employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the County.
- 13. Assignment.** This P.O. may not be assigned nor any duties delegated by the Vendor without the written consent of the County. This P.O. shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
- 14. Compliance with Laws.** Vendor shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity.
- 15. Governing Law.** This P.O. shall be interpreted under the substantive law of the Commonwealth of Pennsylvania.
- 16. Severability/Reservation of Rights.** The provisions of this P.O. shall be deemed to be severable. Consequently, in the event that any provision of this P.O. is found to be void or unenforceable, such findings shall not be construed to render any other provision of the Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party. Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of like or different character.
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ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
BETHEL TOWNSHIP				
60 & 81 Klahr Road, Bethel, PA 19507	Lobby office	1	10	ABC
	Breakroom	1	10	ABC
	Equipment building lounge	1	5	ABC
	Equipment building garage	1	10	ABC
	Truck 08-15	1	2.5	ABC
	Truck 1010	1	5	ABC
	Workbench area	1	5	ABC
	Rear equipment building at door	1	10	ABC
	Front door	1	10	ABC
	Desk	1	5	ABC
	Tr 5	1	2.5	ABC
	Loader	1	2.5	ABC
	Backhoe	1	2.5	ABC
	Police office	1	10	ABC
	Police vehicle	1	5	ABC
	Police vehicle	1	5	ABC
	Truck 06-07	1	2.5	ABC
	Above drill press	1	5	ABC
	MAC	1	2.5	ABC
	Garage roll door	1	10	ABC
	Truck 13, 14	1	2.5	ABC
	Police vehicle	1	5	ABC
	John Deere	1	2.5	ABC
	John Deere	1	2.5	ABC
485 Frystown Rd.	Fire Company	4	2.5	ABC
	Fire Company	6	5	ABC
8170 Lancaster Avenue	Ambulance Assoc.	2	2.5	ABC
	Ambulance Assoc.	3	5	ABC
EXETER TOWNSHIP				
4975 DeMoss Road, Reading, PA 19606	Police Squad Room	1	10	PW
Police Station	Police Cars, 25-01 - 25-22 Trunk	15	5	ABC
	Police Car Port	1	10	ABC
	Police Basement	2	10	ABC
Highway Department	Trucks	22	5	ABC
	Office Area	2	5	ABC
	Garage Area	3	5	ABC
	Lunch Room	1	5	ABC
	Fuel Pumps	1	10	ABC
5311 Perkiomen Avenue - Reading Country Club	Main Building	5	10	ABC
4569 Prestwick Drive - Exeter Library	Main Building	2	5	ABC
East Neversink Road - Trout Run Park	Parks Building	3	5	ABC
451 W 48th Street - Lorane Hollow Park	Parks Building	1	5	ABC
MOHNTON BOROUGH				
21 N O'Neil Street, Mohnton Boro Hall	Meeting Room	1	15	ABC
	Meeting Room (Social)	1	8	ABC
	Kitchen	1	15	ABC
	Bathroom Hall Between Meeting Rooms	1	10	ABC
	Basement Steps	1	10	ABC
	Basement Next to Heater Room	1	8	ABC
	Garage (Old)	2	10	ABC
	Garage (New)	1	10	ABC
	Garage (New)	1	5	ABC
	Police Room	1	5	ABC
	Police Room to Garage	1	5	ABC
	Door 2 Leading to Garage	1	5	ABC
Vehicle/Equipment	Explorer	1	5	ABC
	Dodge Durango	1	5	ABC
	Spare	1	5	ABC
	2016 dump truck	1	5	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Spare	1	5	ABC
	2013 dump truck	1	5	ABC
	Utility Vehicle	1	5	ABC
	Backhoe	1	5	ABC
	Spare	1	5	ABC
	Street Sweeper	1	5	ABC
Boro Park	Kitchen	2	5	ABC
	Kitchen	1	10	ABC
	Bingo Room	1	5	ABC
	Ampitheater First Floor	1	5	ABC
	Ampitheater Basement Equipment Room	1	10	ABC
	Ampitheater Basement Equipment Room	1	5	ABC
	Ballfield Snack Bar	1	5	ABC
	Spare	1	2.5	PW
	Spare	1	10	ABC
MUHLENBERG TOWNSHIP				
Recreation Building/Parks Maintenance Office, 3025 River Road, Reading, PA 19605	Rear Roll Up Door	1	20	ABC
	Tool Room	1	10	ABC
	Tractor Room	1	20	ABC
	Office Lobby	1	10	ABC
	Center Door	1	5	ABC
	Kitchen New	1	6 liter	K
	Kitchen Old Entrance	1	20	ABC
	Restroom Area	1	20	ABC
	Meeting Room Back	1	10	ABC
	Kitchen	1	6 liter	K
	Hallway	1	10	ABC
	Cold Shed Entry Door	1	20	ABC
Laurel Run Park, 3049 River Road, Reading, PA 19605	Kitchen	1	5	ABC
Cherokee Ranch Playground Bldg, 5434 Leesport Ave, Temple PA 19560	Entry Door	1	5	ABC
Temple Playground Building, 909 Euclid Avenue, Temple, PA 19560	Garage East Side	1	5	ABC
	Playground	1	5	ABC
	Police Garage	1	5	ABC
Hyde Park Playground Building, 120 George Street, Reading, PA 19605	Building	1	10	ABC
Municipal Building, 210 George Street, Reading, PA 19605	Common Hallway	1	5	ABC
	Engineering Supply Room	1	5	CO2
	Vault	1	5	ABC
	East Stairway, Rear Stairs	1	5	ABC
	Main Lobby Northeast Entrance	1	5	ABC
	Main Lobby Southeast Entrance	1	5	ABC
	Lunchroom West Hall	1	2.5	ABC
	South Entrance To the Right	1	5	ABC
	Police Lunch Room	1	2.5	ABC
	Southwest hallway outside Chief's Office	1	5	ABC
	Mechanical Room West Hallway	1	10	CO2
	West End Patrol Office	1	5	CO2
	Processing Room	1	10	ABC
	Northwest Hallway outside the Sergeant's Office	1	5	ABC
	North Entrance (Police) To the Right	1	5	ABC
	East Stairway, Rear Stairs Second floor	1	5	ABC
	West Stairway (Parks & Engineering) Second Fl	1	5	ABC
	Mechanical Room Engineering Office	1	5	CO2
Public Works, 5400 Leesport Ave, Temple, PA 19560	East Entrance	1	5	CO2
	West Entrance	1	10	ABC
	South Entrance	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Lunch Room West End	1	2.5	ABC
	Garage West Wall Door 6	1	20	ABC
	Second Floor Above the lunchroom	1	20	ABC
	North Wall Between Door 5 & 6	1	20	ABC
	East Wall Door 4	1	10	ABC
	South Wall Door 9	1	10	ABC
	West Wall Door 2	1	10	ABC
	North Wall Between Door 1 & 2	1	10	ABC
	South Wall Bay Area doors 1 & 2	1	30	CO2
	Mechanics Office Spare	2	2.5	ABC
	Mechanics Office Spare	1	5	ABC
	Mechanics Office Spare	2	20	ABC
	North Wall Between Doors 10 & 11	1	20	ABC
Jim Dietrich Park, 4900 Stoudts Ferry Bridge Road, Reading, PA 19605	Kitchen, Farmhouse	1	10	ABC
	N Wall Barn	1	10	ABC
	E Wall Barn	1	10	ABC
	S Wall Barn	1	10	ABC
	W Wall Barn	1	10	ABC
	Entry Door Barn	1	10	ABC
	Entry Door Garage	1	10	ABC
	Kitchen, Pavillion	1	10	ABC
	Men's Room Pavillion	1	10	ABC
	Women's Room Pavillion	1	10	ABC
	Utility Room Pavillion	1	10	ABC
Vehicles/Equipment	Twenty Five Cars	25	2.5	ABC
	Twenty Seven Trucks	27	2.5	ABC
	Mowers/Tractors	8	2.5	ABC
	Street Sweepers	2	2.5	ABC
READING, CITY OF				
City Hall, 815 Washington St, Reading	3rd Floor Air Handler	4	10	ABC
	Basement LL-86	1	10	ABC
	Basement LL-33	1	10	ABC
	Criminal Investigation LL-03	1	10	ABC
	Building Services LL-50	1	10	ABC
	Electric Room LL-39	1	10	ABC
	Basement Hallway LL-50	1	10	ABC
	Basement Hallway LL-09	1	5	ABC
	Basement Hallway LL-15	1	10	ABC
	Basement Hallway LL-12	1	10	ABC
	Spare	1	10	ABC
	Basement Hallway LL-24	1	10	ABC
	Building Services LL-50	1	5	ABC
	Hallway 1-89	1	10	ABC
	Hallway NE Corner 1st floor	1	10	ABC
	Hallway 1-10	1	10	ABC
	Hallway 8th Street Stairs	1	10	ABC
	Hallway 1-27	1	10	ABC
	Hallway at Elevator 1st Floor	1	10	ABC
	Hallway 2nd Floor	1	10	ABC
	Hallway at Cedar Stree Stairs 2nd floor	1	10	ABC
	Hallway 2-54	1	10	ABC
	Hallway 2-09	1	10	ABC
	Hallway 8th Street Stairs 2nd floor	1	10	ABC
	Hallway 2/24	1	10	ABC
	Hallway 3-03	1	10	ABC
	Hallway at Cedar Stree Stairs 3rd floor	1	10	ABC
	Hallway 3-12	1	10	ABC
	Hallway at 8th Street Stairs 3rd Floor	1	10	ABC
	Hallway at elevator 3rd Floor	1	10	ABC
	Engineering Blue Print Machine	1	15	CO2
Police Dept, 815 Washington St, Reading	Spare	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Spare	3	5	ABC
	Spare	30	2.5	ABC
Reading Area Water Authority, Kutztown Road	Boiler Room	1	15	CO2
	Pump Floor Electric Panel	1	20	ABC
	Pump Floor Bottom Step	1	2.5	FFFP
	Pump Floor Bottom Step	1	30	METLX
	Maintenance Shop	1	10	ABC
	Truck #216	1	5	BC
	Basement Office	1	2.5	FFFP
	Pump Floor	1	15	CO2
	Main Floor Office	1	10	ABC
	Chemical Application Room	1	10	ABC
	Chemical Application Room	1	2.5	Water Mist
	Filter Gallery	1	2.5	FFFP
	Pump House	1	10	ABC
	Aluminum Storage Shed	1	10	ABC
	Screen house	1	15	CO2
	Chlorine Scale Room	1	15	CO2
	Cedar Room	1	10	ABC
	Truck 217	1	2.5	ABC
	Truck 207	1	2.5	ABC
	Truck 265	1	2.5	ABC
	Plant Superintendent Office	1	5	CO2
	2nd Floor Hallway	1	10	ABC
	Lab 2nd Floor	1	5	CO2
	Office 2nd Floor	1	10	ABC
	Top of Stairs 2nd Floor	1	2.5	Water Mist
	Control Room	1	15	CO2
	Chemical Storage Room	1	2.5	Water Mist
	Truck 250	1	2.5	BC
	Truck Bay Centerfuge Building	1	2.5	FFFP
	Truck Bay Centerfuge Building	1	2.5	ABC
	2nd Floor Centerfuge Building	1	2.5	ABC
	2nd Floor Centerfuge Building	1	30	METLX
	2nd Floor Centerfuge Building	1	10	ABC
	2nd Floor Office	1	10	ABC
	Basement Old Pump House	1	10	ABC
	New Pump House	1	20	ABC
	New Pump House Bottom of Steps	1	20	ABC
	Ontelaunee CL2 Station	1	10	ABC
	Caretakers House B	1	5	ABC
	Caretakers House A	1	5	ABC
	Pump Station Garage	1	2.5	ABC
	Pump Station Garage	1	5	ABC
	Phosphate Bldg 1	1	15	CO2
	Pump Station	1	2.5	FFFP
	Pump Station	2	2.5	Water Mist
	Pump Station 2nd Floor	1	15	CO2
	Pump Station 2nd Floor Office	1	5	CO2
	Pump Station 2nd Floor Rear	1	20	ABC
	Pump Control 2nd Floor	1	15	CO2
	Pump Station 2nd Floor Veeder Koot	1	2.5	FFFP
	Waterhouse	1	10	ABC
	Phosphate Bldg 2	1	15	CO2
	NW Reservoir Rear Door	1	10	ABC
	NW Reservoir Downstairs	1	5	ABC
	Chlorine Station Rt 183	1	5	ABC
	Chlorine Station Schlegel Park	1	5	CO2
	Chlorine Station 10th Street	1	5	ABC
	Pump Station HS2	1	5	CO2
	High Service	1	5	CO2
	Chlorine Station HS1	1	5	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Chlorine Staion HS1	1	15	CO2
WWTP, 899 Morgantown Road	Main Building Hall Office	1	15	CO2
	Main Building Hall Office	1	10	ABC
	Main Building Hall by Soda Machine	1	15	CO2
	Main Building Back Exit Door	1	20	ABC
	2nd Floor Main Building	1	20	ABC
	2nd Floor Main Building	1	10	ABC
	2nd Floor Main Building Garage	1	5	ABC
	2nd Floor Lunch Room	1	5	ABC
	2nd Floor Office	1	5	ABC
	2nd Floor	1	10	ABC
	Lower floor Main Building	1	20	ABC
	Pole Barn	1	10	ABC
	Lower Level Main Building	1	15	CO2
	Garage upstairs	1	2.5	ABC
	Lower Level Main Building	1	10	ABC
	Basement Main Building	1	15	CO2
	Basement Main Building	1	20	ABC
	Basement Main Building	1	5	ABC
	Garage	1	10	Metlx
	Garage steps	1	2.5	FFFP
	Garage upstairs	1	2.5	FFFP
	Garage	1	30	Metlx
	Garage upstairs	1	2.5	FFFP
	Garage	1	15	CO2
	Blower Building	1	5	ABC
	Ground Level Solids Building	1	10	ABC
	Ground Level Solids Building	1	10	ABC
	Ground Level Solids Building	1	10	ABC
	Ground Level Solids Building	1	5	ABC
	Ground Level Solids Building	1	10	ABC
	Middle Room Ground Level Solids Building	1	10	ABC
	2nd Floor Solids building	1	10	ABC
	2nd Floor Solids building	1	10	ABC
	2nd Floor Solids building	1	10	ABC
	2nd Floor Solids building	1	10	ABC
	2nd Floor Solids building	1	10	ABC
	Basement Solids Building	1	10	ABC
	Solids Scrubbar	1	10	ABC
	Basement Solids Building	1	10	ABC
	Lab Main	3	10	ABC
	Lab Basement	2	10	ABC
	Pump Station behind Lab	1	10	ABC
	Digester Sub Station Back Room	1	10	ABC
	Chlorine Room	1	20	ABC
	Chlorine Room	1	20	CO2
	Chlorine Room	1	10	ABC
	Chlorine Room	1	5	CO2
	Chlorine Room	1	5	ABC
	Chlorine Room	1	10	ABC
	Office Break Room	1	5	ABC
	Trailer Lab #1 Left	1	5	ABC
	Trailer Lab #1 Right	1	5	ABC
	Trailer Lab #2 Left	1	5	ABC
	Trailer Lab #2 Right	1	5	ABC
	Trailer Office	1	5	ABC
	Generator Room	1	10	ABC
	Generator Room Back	1	10	ABC
	Sub Station	1	5	ABC
	Tool Crib Main Building	1	5	ABC
	Upstairs Garage	1	5	ABC
	Blower Building	1	20	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Blower Building	1	20	ABC
	18th Ward Pump Station	1	20	ABC
	18th Ward Pump Station	3	10	ABC
WWTP continued	Spare	3	5	ABC
	18th Ward Pump Station Basement	1	10	ABC
	18th Ward Pump Station Behind Building	2	10	ABC
	19th Ward Pump Station	2	10	ABC
	North Reading	4	20	ABC
	6th Street	2	10	ABC
	6th Street	1	5	ABC
	6th Street	1	10	ABC
	6th Street	1	20	CO2
	6th Street	1	20	ABC
	6th Street	4	10	ABC
	Spare	4	2.5	ABC
	Spare	2	10	ABC
Public Works, 506 N 6th St, Reading	Truck #44	1	2.5	ABC
	#51	1	2.5	ABC
	#15	1	2.5	ABC
	#11	1	2.5	ABC
	#39	1	2.5	ABC
	#30	1	2.5	ABC
	#32	1	2.5	ABC
	#6	1	5	ABC
	#37	1	5	ABC
	#28	1	10	ABC
	#19	1	2.5	ABC
	#33	1	2.5	BC
	#23	1	2.5	ABC
	#56	1	5	ABC
	#55	1	5	ABC
	#4	1	2.5	ABC
	#18	1	10	ABC
	#5	1	2.5	ABC
	#13	1	2.5	ABC
	#66	1	5	ABC
	#64	1	5	ABC
	#63	1	5	ABC
	#42	1	5	ABC
	#10	1	5	ABC
	#21	1	5	ABC
	#20	1	2.5	ABC
	#31	1	2.5	ABC
	#54	1	2.5	ABC
	#34	1	2.5	ABC
	#16	1	5	ABC
	#8	1	5	ABC
	#27	1	5	ABC
	#53	1	2.5	ABC
	#22	1	2.5	ABC
	#62	1	2.5	BC
	#25	1	2.5	ABC
	#9	1	2.5	ABC
	#6	1	2.5	ABC
	#29	1	2.5	ABC
	#20	1	2.5	ABC
	Main Entrance	1	10	ABC
	1st Floor rear stairs	1	10	ABC
	2nd Floor Rear Stairs	1	10	ABC
	2nd Floor Lunch Room	1	10	ABC
	Sign Shop	1	10	ABC
	South Garage	3	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	South Baricade Room	1	2.5	ABC
	South Garage Streets	2	10	ABC
	South Garage Streets	1	20	BC
	South Garage Streets	1	20	ABC
	Spare	8	10	ABC
Public Works continued	Machine Shop Oil Room	1	2.5	FFFP
	Machine Shop Oil Room	2	30	Metalx
	Machine Shop Oil Room	4	6 liter	K
	Machine Shop Oil Room	1	5	ABC
	Machine Shop Garage	1	10	ABC
	Machine Shop Garage	1	2.5	FFFP
	Machine Shop Mezz	1	10	ABC
	Machine Shop Hall	1	10	ABC
	Machine Shop Office/Lobby	1	10	ABC
	Machine Shop	1	30	Metalx
	Machine Shop Truck	2	10	ABC
	Outside Fuel	1	20	BC
	Misc. Vehicles	24	2.5	ABC
	Misc. Vehicles	8	5	ABC
	Parks	1	10	ABC
	Parks	1	2.5	ABC
	Parks	1	5	ABC
	Parks	1	10	ABC
	Parks	3	5	ABC
	Parks	2	2.5	ABC
	Parks	2	10	ABC
Hillside Playground, 459 N 14th and Green St, Reading	Boiler Room	1	10	ABC
	Snack Bar	1	20	ABC
	Shed	1	5	ABC
Baer Park Playground, West Douglas and George St, Reading	Field House Men's	1	10	ABC
	Field House 1st Floor	1	10	ABC
	Field House Women's	1	10	ABC
	Field House Mower Shop	1	10	ABC
	Basement Electric Room	1	10	CO2
	Concession Stand	2	10	ABC
Main Library, 100 S. 5th, Reading	Elevator 2nd Floor	1	10	ABC
	Center Stairs 2nd Floor	1	10	ABC
	North Wall 2nd Floor	1	10	ABC
	Rear North Side 1st Floor	1	10	ABC
	Rear South Side 1st Floor	1	10	ABC
	Elevator 1st Floor	1	10	ABC
	Basement at Stairs	1	10	ABC
	Basement Lunch Room	1	10	ABC
	Basement West Hall	1	10	ABC
	Basement boiler Room	1	15	CO2
	Van	1	10	ABC
	Van	1	5	ABC
SE Library, 1426 Perkiomen Ave, Reading	Front Desk	1	10	ABC
	Back Storage Room	1	10	ABC
	Boiler Room	1	10	ABC
	Exit Door	1	10	ABC
	Meeting Room	1	10	ABC
NE Library, 1348 North 11th St, Reading	Front Desk	1	10	ABC
	Activity Room	1	10	ABC
	Side Exit	1	10	ABC
	Office	1	10	ABC
NW Library, 901 Schuylkill Ave, Reading	Outside Office	1	10	ABC
	Basement	1	10	ABC
Schuylkill Riversides Fire Dept, 950 McKnight Street, Reading	Entrance to Hallway	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Hallway by Class Room	1	10	ABC
	Kitchen	1	10	ABC
	Basement	1	20	ABC
Fire Dept, 9th and Marion St, Reading	2nd Floor	1	10	ABC
	2nd Floor Weight Room	1	10	ABC
	1st Floor E-9 Bay	1	20	ABC
	1st Floor Day Room	1	10	ABC
Fire Dept, 3rd and Court St, Reading	Engine Room	1	10	ABC
	Basement Weight Room	1	20	ABC
	2nd Floor Hallway	1	10	ABC
Fire Dept, 5th and Laurel St, Reading	Basement	1	10	ABC
	4th Floor	1	10	ABC
Fire Dept, 8th and Court, Reading	Basement	1	10	ABC
	3rd Floor	1	10	ABC
	Basement Stairs	1	10	ABC
	1st Floor Stairwell	1	20	ABC
Oakies Fire Dept, 101 Lancaster Ave, Reading	Engine Room	1	2.5	H2O
	Basement	1	5	ABC
	Basement	1	15	CO2
Fire Dept, 614 Franklin St, Reading	Basement	1	10	ABC
	2nd Floor Hallway	1	10	ABC
	1st Floor Hallway	1	10	ABC
	Maintenance	1	10	CO2
	1st Floor Hallway	1	10	ABC
Pagoda	Pagoda	14	10	ABC
Keffer Park Field House	Keffer Park Field House	3	10	ABC
Pendora	Pendora	2	10	ABC
Schlegel Field House	Schlegel Field House	2	10	ABC
Schlegel Pool	Schlegel Pool	2	10	ABC
Fire Fighters Museum	Fire Fighters Museum	5	10	ABC
City Park Bandshell	City Park Bandshell	3	10	ABC
EMS	EMS	17	10	ABC
Police Bomb Squad Building	Police Bomb Squad Building	2	10	ABC
Richmond Township				
11 Kehl Drive, Fleetwood, PA	Municipal Trucks, Inside Cab	6	5	ABC
	Tractors, Inside cab	2	5	ABC
	Backhoe, Inside cab	1	5	ABC
	Garage, On the walls	7	5	ABC
	Office, Inside front door	1	5	ABC
ROBESON TOWNSHIP				
2689 Main Street, Birdsboro	Hallway by meeting room	1	5	ABC
	Hallway by Heat/Plumbing	1	5	ABC
	Shop South Wall	1	5	ABC
	Shop East Wall	1	10	ABC
	Shop North Wall	1	10	ABC
	Shop West Wall	1	10	ABC
	John Deere, 310G	1	5	ABC
	Municipal field Concession	1	20	ABC
	John Deere 6410 Boom Mower	1	2.5	ABC
	John Deere 6420 Mower	1	5	ABC
	Pole Barn West Door	1	5	ABC
	Pole Barn East Door	1	5	ABC
	Sewer Plant	1	10	ABC
	Outside gas/diesel pump	1	5	ABC
	1974 Grader	1	2.5	ABC
	Leaf Maching	1	2.5	ABC
	Cat Backhoe	1	2.5	ABC
	2018 Dodge Charger	1	5	ABC
	2013 Ford Interceptor	1	5	ABC
	2016 Doge Durango	1	5	ABC
	2014 Dodge Charger	1	5	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	2011 Dodge Charger	1	2.5	ABC
	1991 Ford E350	2	5	ABC
	Extra	2	5	ABC
Boonetown Rd, Birdsboro	2002 Sterling	1	5	ABC
	2000 Ford F550	1	5	ABC
	1999 GMC Pick up	1	2.5	ABC
	2007 Freightliner	1	2.5	ABC
	2004 Freightliner	1	5	ABC
	Crack Seal Machine	1	2.5	ABC
	2003 Pick Up	1	2.5	ABC
	Main Lobby	1	10	ABC
	724 Side Office	1	10	ABC
	Overhead Door	1	10	ABC
	Back Door	1	10	ABC
	Workshop sink	1	10	ABC
	Extra	1	2.5	ABC
	Extra	1	10	ABC
White Bear Road, Birdsboro	Old Township Building	1	5	ABC
	Old Township Building	1	5	ABC
	Gibraltar Park	1	5	ABC
Ruscombmanor Township				
204 OakLane, Fleetwood, PA 19522	Towship Office	2	5	ABC
	Township Meeting Room	2	5	ABC
	Township Maintenance Bld.	6	5	ABC
	Boiler Room	1	5	ABC
	Township Equipment Bld.	3	5	ABC
	Case Wheel Loader	1	1	ABC
	Grader	1	1	ABC
	John Deere Tractor	1	1	ABC
	2015 Ford Truck	1	1	ABC
	2018 Freightliner Truck	1	1	ABC
	2014 Hino Truck	1	1	abc
	2019 Ford Truck	1	1	ABC
	Township WWTP	2	5	ABC
	Township Storage Bld.	2	5	ABC
	Diesel Fuel Tank	1	5	ABC
SINKING SPRING BOROUGH				
Borough Hall, 3940 Penn Ave, Sinking Spring	Main entrance	1	5	ABC
	Outside of secretary's office	1	1.6G	W
	Police department door	1	10	ABC
	Council meeting room	1	10	ABC
	Council meeting room	1	10	ABC
Basement	Borough Hall stairwell	1	10	ABC
	PD stairwell	1	10	ABC
	Rear garage door	1	10	ABC
Police Department	Borough Hall door	1	10	ABC
	Main entrance	1	10	ABC
	Unit 44-1	1	5	ABC
	Unit 44-2	1	5	ABC
	Unit 44-3	1	5	ABC
	Unit 44-4	1	5	ABC
Library	Main entrance	1	1.6G	W
	Side entrance	1	1.6G	W
	Lunch room	1	5	ABC
	Truck #1	1	5	ABC
	Truck #2	1	5	ABC
Garage, 728 Ruth Street, Sinking Spring	Main entrance door	1	10	ABC
	Small engine room by stairs	1	10	ABC
	Near first aid cabinet	1	10	ABC
	Rear green door	1	10	ABC
	On the paint cart	1	5	ABC
	Near tire puller	1	5	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Tool room door	1	10	ABC
	Near door in tool room	1	10	ABC
	Bathroom	1	10	ABC
Salt shed	Bay #1	1	10	ABC
	Bay #3	1	20	ABC
Pole Building	Front door	1	10	ABC
	Rear door	1	10	ABC
	Truck #2 cab	1	5	ABC
	Truck #5	1	5	ABC
	Truck #6 cab	1	2.5	ABC
	Back hoe #7 cab	1	5	ABC
	Back hoe #8	1	5	ABC
	McCormick #12 cab	1	2.5	ABC
	Truck #13 driver's side compartment	1	10	ABC
	Truck #14 driver's side compartment	1	10	ABC
	Truck #19 cab	1	5	ABC
	Truck #20 cab	1	5	ABC
	Truck #21 cab	1	2.5	BC
	Truck #22	1	5	ABC
	Truck #23	1	10	ABC
Electrical & Control Building, 2305 Reedy Road, Sinking Spring	Front entrance	1	10	ABC
	Lab	1	1.6G	W
	Back door	1	10	ABC
	Hall between restrooms	1	10	ABC
	Lunch room	1	10	ABC
	Electrical room	1	10	ABC
Mechanical Building	Main door	1	10	ABC
	Next to oil storage room	1	10	ABC
	Generator room front door	1	10	ABC
	Generator room hall door	1	10	ABC
Chlorine Building	Chlorine building	1	1.75G	W
Blower Building	Blower building	1	10	CO2
Garage	Back door	1	10	ABC
	Side door	1	10	ABC
Grit Station	Next to entrance door	1	10	ABC
Activated Sludge Pump Station	RAS pump room	1	10	ABC
Chemical Building	By side door	1	10	ABC
Headworks Building	Screening room	1	10	ABC
	Dumpster room	1	10	ABC
	Truck #15 cab	1	5	ABC
	Truck #16 cab	1	2.5	ABC
	Truck #16 cargo box	1	5	ABC
	Truck #25 cab	1	5	ABC
Mechanical Building	Scott pack	1	5	ABC
Control Building Lunchroom	Scott pack #2	1	5	ABC
SPRING TOWNSHIP				
Fire Department (Station 85)-2301 Monroe Ave, West Lawn	Office Hallway #1	1	10	ABC
	Central Hallway #2	1	10	ABC
	Kitchen #3	1	6liter	Class K
	Central Hallway #4	1	10	ABC
	Mechanical Room #5	1	10	ABC
	Engine Room East Wall #6	1	10	ABC
	Engine Room West Wall #7	1	10	ABC
Fire Apparatus (Station 85)	RE 85	1	2.5	PW
	RE 85	1	20	ABC
	RE 85	1	20	CO2
	RE 85	1	2.5	PW
	RE 85	1	2.5	PW
	RE 85	1	2.5	PW
	RE 85	1	2.5	PW

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	RE 85	1	20	ABC
	RE 85	1	20	ABC
	RE 85	1	2.5	PW
	RE 85	1	20	ABC
	RE 85	1	2.5	ABC
	A-85	1	20	ABC
	A-85	1	20	Class D
	Chief 85	1	10	ABC
	Chief 85	1	2.5	PW
	DC85	1	10	ABC
	DC85	1	2.5	PW
	FM43	1	10	ABC
	FM43	1	20	ABC
	Utility 85	1	10	ABC
	Traffic 85	1	10	ABC
Building Station 85	Spare	1	20	ABC
	Spare	1	20	ABC
	Spare	1	20	ABC
	Spare	1	20	ABC
	Spare	1	20	ABC
	Spare	1	2.5	PW
	Spare	1	2.5	PW
	Spare	1	2.5	PW
	Spare	1	10	ABC
	Spare	1	10	ABC
Police Station-2800 Shillington Road	Floor 2 Police Lobby	1	2.5	PW
	Floor 2 Stair Vestivule	1	5	ABC
	Call Area	1	2.5	PW
	Basement Range	1	10	ABC
	Floor 2 PD Storage Room	1	5	ABC
	Floor 2 PD Storage Room	1	2.5	ABC
	Firing Range	1	10	ABC
Police Apparatus	43-01 & 43-02 Trunk	2	5	ABC
	43-03 Trunk	1	5	ABC
	43-04 Trunk	1	5	ABC
	43-05 Trunk	1	5	ABC
	43-06 Trunk	1	5	ABC
	43-07 Trunk	1	5	ABC
	43-08 Trunk	1	5	ABC
	43-09 Trunk	1	10	ABC
	43-10 Trunk	1	10	ABC
	43-11 Trunk	1	5	ABC
	43-12 Trunk	1	5	ABC
	43-13 Trunk	1	5	ABC
	43-14 Trunk	1	5	ABC
	43-15 Trunk	1	5	ABC
	43-16 Trunk	1	5	ABC
	43-20 Trunk	1	5	ABC
	43-21 Trunk	1	5	ABC
	43-22 Trunk	1	5	ABC
	43-23 Trunk	1	5	ABC
	43-24 & 43-25 Trunk	2	5	ABC
	Special Service Unit Wall	1	2.5	ABC
Administration Building-2850 Windmill Road	Hallway W Wing Ad Corner	1	10	ABC
	North Corridor	1	10	ABC
	Main Corridor	1	10	ABC
	Kitchen	1	5	ABC
	Rear Lunch Room	1	10	ABC
	Open Office -Meeting Room	1	10	ABC
	Open Office Corridor -Archive Room-South End	1	10	ABC
	Open Office E AB Corner -Achive Room North End	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	E Wing Corridor Front	1	10	ABC
	Vault Room	1	10	Clean Agent
	E Wing Corridor Middle	1	10	ABC
	E Wing Corridor Rear	1	10	ABC
	Computer Room	1	13	Clean Agent
	Main Corridor	1	10	ABC
	Floor 1 stairway to Mech Rm	1	5	ABC
	Floor 2 Stairway to Mech Rm	1	10	CO2
	Mechanical Loft	1	10	CO2
	Mechanical Loft	1	10	CO2
	Vehicle #52-Codes Department	1	5	ABC
	Vehicle #55-Codes Department	1	5	ABC
	Vehicle #57-Public Works Department	1	5	ABC
	Vehicle #20-Public Works Department	1	5	ABC
	Vehicle #58- Sebring	1	10	ABC
	Vehicle #59-Expedition	1	10	ABC
Maintenance Garage -2820 Windmill Road	Under Office Stairs	1	5	ABC
	North West Garage	1	10	ABC
	South West Garage	1	10	ABC
	South Garage Work Bench	1	10	ABC
	Sign Room	1	10	ABC
	South Garage Door (Dry Chemical)	1	10	ABC
	North Garage Door (Dry Chemical)	1	10	ABC
	West Garage Entrance (Dry Chemical)	1	10	ABC
Maintenance Garage (Apparatus)	Dump Truck 01 & 02 Cabs	2	5	ABC
	Dump Truck 03 Cab	1	5	ABC
	Dump Truck 04 Cab	1	5	ABC
	Dump Truck 05 Cab	1	5	ABC
	Dump Truck 06 Cab	1	5	ABC
	Dump Truck 07 Cab	1	2.5	BC
	Dump Truck 08 Cab	1	2.5	ABC
	Dump Truck 09 Cab	1	5	ABC
	Dump Truck 10 Cab	1	5	ABC
	Dump Truck 11 Cab	1	5	ABC
	Dump Truck 12 Cab	1	5	ABC
	Street Sweeper 15 Cab	1	2.5	ABC
	Dump Truck 16 Cab	1	10	ABC
	Dump Truck 17	1	5	ABC
	Dump Truck 18	1	5	ABC
Maintenance Garage (Apparatus)	Dump Truck 19	1	5	ABC
	Light Truck 1	1	5	ABC
	Light Truck 2 (Crew Cab Utility Truck)	1	5	ABC
	Light Truck 3 (Van)	1	5	ABC
	Light Truck 4 (Small Dump Truck)	1	5	ABC
	Light Truck 5	1	5	ABC
	Light Truck 6	1	5	ABC
	Light Truck 7 (Crew Cab Pick Up Truck)	1	5	ABC
	Truck 61 (Pick Up Truck with Cap)	1	5	ABC
	Truck 62 (Pick Up Truck with Utility Body)	1	5	ABC
	Truck 68 (Pick Up Truck)	1	2.5	ABC
	Backhoe 66	1	5	ABC
	Backhoe 23	1	5	ABC
	Loader 24	1	5	ABC
	SE 1 (John Deere Tractor)	1	2.5	ABC
	SE 2 (John Deere Tractor)	1	5	ABC
	Dump Truck 47	1	5	ABC
	Grader	1	2.5	ABC
	Parks areas brought to the maintenance garage	1	10	ABC
	Parks areas brought to the maintenance garage	12	5	ABC
Parks & Recreation (Apparatus)	Truck 61	1	5	ABC
	Truck 62	1	5	ABC
	Truck 68	1	2.5	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Kubato Tractor	1	2.5	ABC
	Jacobsen Mower	1	2.5	ABC
Sewer Plant -1000 Reedy Rd, Sinking Spring	Break Room	1	20	ABC
	Main Hallway	1	10	ABC
	Rear Office	1	10	ABC
	Basement Level	1	10	ABC
	Return Pump Room	1	20	ABC
	Front Pump Room	1	10	ABC
	Press Room	1	10	ABC
	Press Room	1	10	ABC
	Old Garage West Entrance	1	10	ABC
	Old Garage East Entrance	1	10	ABC
	Chlorine Room Front	1	10	ABC
	Chlorine Room Back	1	10	ABC
	Grit Room	1	10	ABC
	New Garage N Garage Door	1	10	ABC
Sewer Plant -1000 Reedy Rd, Sinking Spring	New Garage S Garage Door	1	10	ABC
	Penn State Pump Station	1	10	ABC
	Reedy Road Pump Station	1	10	ABC
	Sycamore Pump Station	1	10	ABC
	Spring Ridge Drive Pump Station	1	10	ABC
Sewer Plant (Apparatus)	Sewer Plant Truck	1	2.5	ABC
	Sewer Plant (Bitz Truck)	1	5	ABC
	Sewer Plant (Bitz Truck)	1	5	ABC
	Sewer Plant (Bitz Truck)	1	2.5	ABC
	Sewer Plant Truck	1	2.5	ABC
TILDEN TOWNSHIP				
874 Hex Highway, Hamburg, PA 19526	Tax Collector Office	1	10	ABC
	Police Office Spare	1	10	ABC
	Police Car 61-3	1	5	ABC
	Police Car 61-2	1	5	ABC
	Truck #2	1	5	ABC
	Truck #1	1	2.5	ABC
	Truck #4	1	2.5	ABC
	Garage	1	10	ABC
	Garage Exit	1	10	ABC
	Garage Work Bench	1	5	ABC
	Spare at Reception Desk	1	10	ABC
	1st Floor at Breakroom	1	5	ABC
	2nd Floor Police Vestibule	1	5	ABC
	1st Floor Hallway	1	5	ABC
	1st Floor Inside Front Door	1	5	ABC
	2nd Floor Police Hallway	1	5	ABC
	1st Floor at Back Door	1	5	ABC
	1st Floor Conference Room	1	5	ABC
	1st Floor Elevator Maintenance Room	1	5	ABC
	Police Hall Garage	1	5	ABC
	Truck #3	1	2.5	ABC
	Back Hoe	1	5	ABC
	Red Tractor	1	2.5	ABC
	Yellow Tracotor	1	2.5	ABC
	Pump Station	1	10	ABC
	Pavilion	1	5	ABC
	Pump Station	1	10	ABC
	Police Cell Area	1	2.5	ABC
	Pump Station	1	5	ABC
	Police Car 61-1	1	5	ABC
	Truck #5	1	5	ABC
	Pavilion	1	10	ABC
	Garage 2nd Floor	1	10	ABC
	John Deere Tracker 3	1	2.5	ABC
	Salt Shed	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Top Garage	1	10	ABC
BCIU				
River's Chase, 1111 Commons Blvd, Reading PA 19605				
Basement	West entrance	1	10	ABC
	East entrance	1	10	ABC
1st Floor	Loading dock	1	10	ABC
	Warehouse	1	10	ABC
	CCIS office	1	10	ABC
	Print shop	1	5	ABC
	Film Library	1	10	ABC
	Hallway lower level	1	10	ABC
	Lobby	1	10	ABC
	Boiler room	1	10	ABC
	Boiler room	1	10	CO2
	Electrical room	1	10	CO2
	Hallway outside café	1	10	ABC
	Hallway outside room 115 Lincoln	1	10	ABC
	Kitchen	1	6 liter	Class K
	Kitchen	1	10	ABC
	Hallway outside room 174 board room	1	10	ABC
	Hallway outside electrical room	1	10	ABC
	Hallway outside room 175 Hohl room	1	10	ABC
	Hallway East Washington room hallway	1	10	ABC
	Hallway West Hertz room hallway	1	10	ABC
	Hallway North within Rohrbach room emergency exit	1	10	ABC
2nd Floor	Outside South stairtower	1	10	ABC
	Hallway migrant ed	1	10	ABC
	Hallway Public Relations	1	10	ABC
	Hallway Human Resources	1	10	ABC
	Administration	1	10	ABC
	Hallway outside library	1	10	ABC
	Hallway outside rm. 281	1	10	ABC
	Hallway outside North stairtower	1	10	ABC
	Business office East	1	10	ABC
	Business office West	1	10	ABC
	Hallway outside West stairtower	1	10	ABC
3rd Floor	Hallway outside West stairtower	1	10	ABC
	Hallway East side of EI office	1	10	ABC
	Hallway outside North stairtower	1	10	ABC
Reading Crest Garage				
4100 Reading Crest Ave, Reading PA 19605				
1st Floor	Office front door	1	20	ABC
	Office (center)	1	20	ABC
	Office wait area	1	20	ABC
	Garage	1	20	ABC
	Garage	1	20	ABC
	Lunch room #2	1	20	ABC
	Hallway	1	5	ABC
	Upstairs Mezzanine	1	20	ABC
Parking lot	Muhlenburg School Buses - 600 series	39	5	ABC
Parking lot	1-24 Series Buses, Head Start	24	5	ABC
Upstairs storage	Qty. 50 - spare 5lb. Spares	50	5	ABC
Special Needs School Buses 1-150	Qty. 97	97	5	ABC
Education Centre, 2101 Centre Ave, Reading PA 19605				
1st floor	Lobby (right)	1	10	ABC
	Hallway outside rm. 170	1	10	ABC
	Hallway outside rm. 164	1	10	ABC
	Hallway outside rm. 149	1	10	ABC
	Hallway backdoor	1	10	ABC
	EI parent waiting area	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Hallway outside rm. 121	1	10	ABC
	West side hallway	1	10	ABC
	Hallway outside restrooms (west side)	1	10	ABC
	Hallway outside rm. 175	1	10	ABC
	Hallway outside rm. 174	1	10	ABC
	Hallway outside rm. 179	1	10	ABC
	Electrical room	1	10	ABC
	Head start spares	8	5	ABC
Reading School Buses - 400 series	Qty. 71	71	5	ABC
61 Berkley Road, Reading, PA 19605	Garage end at main door	1	10	ABC
	Garage door	1	10	ABC
	Garage door	1	10	ABC
	Break room entrance	1	10	ABC
	Main Entrance	1	10	ABC
	Corridor to wash bay	1	5	ABC
	Wash bay	1	10	ABC
	2nd floor break room	1	5	ABC
	Generator room	1	10	ABC
	Gas Pump	3	10	ABC
	Spare	6	5	ABC
BCIU Learning Center at St Paul's, 131 N 9th Street, Reading PA 19601				
Basement	Offices	1	10	ABC
	Boiler room	1	5	ABC
1st floor	Hallway	1	10	ABC
	Classroom	1	5	ABC
	Classroom	1	5	ABC
	Classroom	1	5	ABC
2nd floor	Gym	1	10	ABC
	Hallway	1	10	ABC
	Classroom	1	5	ABC
	Classroom	1	5	ABC
	Classroom	1	5	ABC
BCIU Learning Center at Lower Alsace, 705 Freidensburg Road, Reading PA 19606				
Lower Level	Hallway - west	1	10	ABC
	Hallway - east	1	10	ABC
	Kitchen - stove	1	10	ABC
	Kitchen	1	10	ABC
	Kitchen storage	1	10	ABC
	Rm. 25	1	5	ABC
	Rm. 43	1	5	ABC
	Rm. 32	1	5	ABC
Upper level	Hallway - west	1	10	ABC
	Hallway - east	1	10	ABC
	Front entrance	1	10	ABC
	Office	1	10	ABC
Transportation Garage, 5269 Four Point Road, Bernville PA 19506, Tuplehocken Buses - 700 series	Buses	39	5	ABC
BCIU Learning Center at Hamburg, 3570 Old Route 22, Hamburg PA 19526				
	Hallway west	1	10	ABC
	Hallway west #2	1	10	ABC
	Hallway Main entrance	1	10	ABC
	Hallway Main entrance #2	1	10	ABC
	Hallway East entrance	1	10	ABC
	Hallway East entrance #2	1	10	ABC
	Office Area (east)	1	10	ABC
BCIU Learning Center at Emma's Place, 334 Orange Street, Reading, PA 19602				
1st floor	Hallway	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type
	Classroom	1	5	ABC
2nd floor	Kitchenette	1	5	ABC
	Hallway	1	10	ABC
BCIU Learning Center at St Luke's, 449 N Ninth St, Reading, PA 19601 2nd floor	Classroom #1	1	5	ABC
	Classroom #2	1	5	ABC
	Classroom #3	1	5	ABC
	Classroom #4	1	5	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

Main Location	Specific Location	Qty	Size & Capacity (lbs.)	Type	
COUNTY OF BERKS					
Coroner, 1047 MacArthur Rd, Reading PA 19605	Office	2	10	ABC	
	Warehouse	8	10	ABC	
Ag. Center, 1238 County Welfare Road, Suite 260, Leesport, PA 19533	Basement B21 hall	1	10	ABC	
	Basement Computer server	1	9	Halon 1211	
	Basement Computer server	1	11	halatron	
	Basement - break room B12	1	10	ABC	
	Basement - hall & B21	2	10	ABC	
	Stairwell ent to DA	1	10	ABC	
	Hallway 115	1	10	ABC	
	Hallway & Auditorium	1	10	ABC	
	Auditorium @ stage	1	10	ABC	
	F12 East conference room	1	10	ABC	
	Penn State hallway	2	10	ABC	
	Hallway G	4	10	ABC	
	Hallway G	1	10	CO2	
	Woodshop G	3	10	ABC	
	Woodshop G	1	5	ABC	
	Woodshop spare	1	10	CO2	
	Woodshop spare	1	10	ABC	
	Woodshop spare	1	2.5	ABC	
	Woodshop spare	2	5	ABC	
	Facilities Office	1	10	ABC	
2nd Floor	7	10	ABC		
2nd Floor Farm Service Agency	1	10	ABC		
Boiler Room	1	15	CO2		
Boiler Plant	2	10	ABC		
spare G	1	10	CO2		
Fleet Garage	1	15	CO2		
Fleet Garage	1	10	ABC		
Fleet Garage	1	10	CO2		
Loading Dock	1	15	CO2		
Lawn Building	1	20	ABC		
Lawn Building	1	10	ABC		
Residential Center, 1040 Berks Road, Leesport, PA 19533 A-Floor	East hallway	2	10	ABC	
	West hallway	2	10	ABC	
	Courtesy desk	1	10	ABC	
	Elevator lobby	1	10	ABC	
	Administrative hallway	2	10	ABC	
	Hallway between ERO and the main entrance	3	10	ABC	
	Main entrance lobby	1	10	ABC	
	Recreational Coordinator's office	1	10	ABC	
	Visitation area	2	10	ABC	
	ERO area	4	10	ABC	
	Gym	1	10	ABC	
	B-Floor	East hallway	2	10	ABC
		West hallway	2	10	ABC
		Courtesy desk	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

	Elevator lobby	1	10	ABC
	Dining room / kitchen	3	10	ABC
	Kitchen	Range Guard Fire Suppression		
	Medical hallway	2	10	ABC
	Bowling alley	1	10	ABC
1st-Floor	Maintenance shop	1	10	ABC
	Hallway outside of maintenance shop	2	10	ABC
	In the back room at the end of that hallway	1	10	ABC
	Elevator lobby	1	10	ABC
	Hallway leading down towards the sanitarium	2	10	ABC
	First room on the left leading to the loading dock	1	10	ABC
	Hallway outside of the loading dock	1	10	ABC
	Loading dock	1	10	ABC
	Library entrance	1	10	ABC
Basement	Hallway	5	10	ABC
	Big storage area	1	10	ABC
4th-Floor	East hallway	2	10	ABC
	West hallway	2	10	ABC
	Courtesy desk	1	10	ABC
	Elevator lobby	1	10	ABC
Vehicles	Bus # 234	1	2.5	ABC
	Van # 235	1	2.5	ABC
	Blue ICE van	1	2.5	ABC
	Van # 236	1	2.5	ABC
	Bus # 237	1	2.5	ABC
Parks, Beidler House, 1130 Old River Rd, Birdsboro, PA 19508	Rear Doorway	1	5	ABC
	Front Doorway	1	5	ABC
	Hallway	1	5	ABC
	2nd Floor	1	5	ABC
	Basement	1	5	ABC
Parks, Berks Leisure Area, 1901 Tulpehocken Rd, Wyomissing, PA 19610	Ranger Office	1	20	PW
	Kitchen Ranger Office	1	10	ABC
	Garage	1	10	ABC
	1st Floor, by Front Door	1	2.5	PW
	1st Floor, Kitchen	1	10	ABC
	2nd Floor	1	10	ABC
	3rd Floor, Top of Stairs	1	2.5	PW
	Ranger Toro Cart	1	5	ABC
	Ranger Yamaha Cart	1	2.5	ABC
Parks, Gring's Mill, 2083 Tulpehocken Rd, Reading, PA 19610	Maintenance Shop	1	10	ABC
	Mill Area/Storage	1	10	ABC
	Snack Bar	1	10	ABC
	Barn, 2nd Floor	1	10	ABC
	Fireplace	1	10	ABC
	Fuel Tank	1	5	ABC
	Office, 1st Floor	1	10	ABC
	Office, 2nd Floor	1	10	ABC
	Volunteer trailer	1	10	ABC
Parks, Heritage Center, 1102 Red Bridge Rd, Reading, PA 19605	Maintenance Shop, Back of Shop	1	10	ABC
	Maintenance Shop, Front Door	1	10	ABC
	Office, 1st Floor	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

	Office, 2nd Floor	1	5	ABC
	Recreation Office, 1st Floor	1	5	ABC
	Recreation Office, 2nd Floor	1	5	ABC
	Snack Bar	1	10	ABC
	Canal Center, Museum	1	10	ABC
	Canal Center, Inside Security Panel Closet	1	10	ABC
	Grist Mill, 1st Floor	1	10	ABC
	Grist Mill, 2nd Floor	1	10	ABC
	Grist Mill, 3rd Floor	1	2.5	H2O
	Gruber Wagon Works, Bench Shop	1	10	ABC
	Gruber Wagon Works, Blacksmith Shop	1	10	ABC
	Gruber Wagon Works, Paint Shop	1	10	ABC
	Gruber Wagon Works, Engine Room	2	10	ABC
	Maintenance shop wall	1	15	CO2
	Pole Barn front door	1	10	ABC
	Pole Barn back door	1	10	ABC
Parks, Red Bridge	Maintenance Room	1	10	ABC
Parks, Stonecliffe	Maintenance Room	1	10	ABC
	Brian's office	1	10	ABC
Parks, Youth Recreation Facility, 1098 County Rd., Leesport PA 19533	Maintenance Garage	1	10	ABC
	Mechanical Room	1	10	ABC
Parks Vehicle	120	1	2.5	ABC
	121	1	5	ABC
	122	1	5	ABC
	125	1	2.5	ABC
	129	1	2.5	ABC
	130	1	2.5	ABC
	131	1	2.5	ABC
	132	1	5	ABC
	133	1	5	ABC
	134	1	5	ABC
	881	1	2.5	ABC
	882	1	5	ABC
	883	1	5	ABC
	884	1	5	ABC
	888	1	5	ABC
	889	1	2.5	ABC
	John Deere 5085M	1	2.5	ABC
Parks, Angora, 230 Angora Road, Reading, Office	Basement	1	10	ABC
	1st floor	1	10	ABC
	2nd floor	1	10	ABC
Barn	Lower level	1	10	ABC
Barn	Upper level	1	10	ABC
Parks, Bingaman, 2660 Hill Rd, Reading, PA 19606	Basement	1	10	ABC
	1st floor	1	10	ABC
	2nd floor	1	10	ABC
Jail System, 1287 Welfare Road, Leesport, PA 19533	A unit	2	10	ABC
	A unit	1	10	ABC
	B unit	3	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

	C-1 unit	2	10	ABC
	C-2 unit	2	10	ABC
	D unit	2	10	ABC
	D unit	1	10	ABC
	E unit	4	10	ABC
	F unit	5	10	ABC
	G unit	4	10	ABC
	H unit	4	10	ABC
	I unit	4	10	ABC
	J unit	4	10	ABC
	K unit	4	10	ABC
	L unit	4	10	ABC
	M unit	4	10	ABC
	N unit	2	10	ABC
	O unit	1	10	ABC
	Warehouse	4	10	ABC
	E-Penthouse	2	10	ABC
	F-Penthouse	2	10	ABC
	G-Penthouse	2	10	ABC
	H-Penthouse	2	10	ABC
	I-Penthouse	2	10	ABC
	J-Penthouse	2	10	ABC
	K-Penthouse	2	10	ABC
	L-Penthouse	2	10	ABC
	M-Penthouse	2	10	ABC
	Admin Basement	3	10	ABC
	Admin 1st floor	1	10	ABC
	Admin 2nd floor	1	10	ABC
	Admin 3rd floor	1	10	ABC
	Officers lounge	1	10	ABC
	Lobby	1	10	ABC
	Armory	1	10	ABC
	Perimeter Control	2	10	ABC
	Booking (Intake)	1	10	ABC
	Booking (Records)	1	10	ABC
	Property	1	10	ABC
	Treatment	1	10	ABC
	Corridor 1st floor	4	10	ABC
	Control	3	10	ABC
	Multi-purpose	4	10	ABC
	Old Education	1	10	ABC
	Chapel	4	10	ABC
	Treatment West	1	10	ABC
	Visitation Corridor	9	10	ABC
	Maintenance Store Room	1	10	ABC
	Officer Dining Area	1	10	ABC
	Kitchen	4	10	ABC
	Kitchen Office Area	1	10	ABC
	Old Warehouse	1	10	ABC
	Kitchen basement	1	10	ABC
	A/B booking	2	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

	Laundry	2	10	ABC
	Strip Shop	2	10	ABC
	Potato Cellar	1	10	ABC
	Woodshop	1	15	ABC
	Cannery	1	10	ABC
	Garage	4	10	ABC
	Maintenance shop	2	14	ABC
	Plumbing cave	1	17	ABC
	Old commissary	1	17	ABC
Jail System continued	SOG Center	4	17	ABC
	Education	3	10	ABC
	Barns	3	17	ABC
	Pump house	1	17	ABC
	Range	1	10	ABC
	Old jail generator	1	27	ABC
	Old jail electrical room	1	20	ABC
	New jail generator	1	14	ABC
	Compost building	1	10	ABC
	Storage/Discharged	11	10	ABC
CRC	Maintenance Shed	1	10	ABC
	Inmate reception area	1	10	ABC
	Control panel room	1	10	ABC
	Kitchen (Class K Liter)	1	10	ABC
	Admin Corridor (2nd floor)	1	10	ABC
	Officer station	1	10	ABC
	Computer lab room #331	1	10	ABC
	Q-Unit	1	10	ABC
	R-Unit	1	10	ABC
	Visitor lobby (1st floor)	1	10	ABC
	Staff Kitchen (1st floor)	1	10	ACB
	Staff services corridor (1st floor)	1	10	ABC
	Sprinkler room	1	10	ABC
	Outside sprinkler room	1	10	ABC
	Training corridor (1st floor)	1	10	ABC
	Training room #300	1	10	ABC
	Fire alarm room	2		CO2
	Outside fire alarm room	1	10	ABC
	Storage room	1	10	ABC
	Programming area	2	10	ABC
	Community service dock	1	10	ABC
	Loading dock	1	10	ABC
	Staff kitchen (2nd floor)	1	10	ABC
	Air handler room	1	10	ABC
Facilities, 633 Court Street, Reading PA 19601	Rdc - at NE stairwell 1st floor	1	10	ABC
	Rdc-in mechanical rm 1st floor	1	10	ABC
	In lobby outside rdc 1st floor	1	10	ABC
	Outside SGI director's office on wall 1st floor	1	10	ABC
	In fire control rm on wall inside door 1st floor	1	10	ABC
	W end of lobby hallway at 6th entrance 1st floor	1	10	ABC
	Rdc-at NE stairwell 01M floor	1	10	ABC
	Prothonotary-mechanical rm N side bottom of spiral sta	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

	In lunchroom of rdc 01M floor	1	5	ABC
	In hallway at crossover 2nd floor	1	10	ABC
	Prothonotary-archival center W end of rm 2nd floor	1	10	ABC
	Prothonotary-in file room 2nd floor	1	10	ABC
	Elevator lobby 2nd floor	1	10	ABC
	Prothonotary-outside breakroom 2nd floor	1	10	ABC
	Prothonotary-public research area inside double doors to	1	10	ABC
	In lobby at NE stairwell 3rd floor	1	10	ABC
	Sheriff-break area next to time clock 3rd floor	1	10	ABC
	Elevator lobby 3rd floor	1	10	ABC
	Senior judges area in hall at NW stairwell 3rd floor	1	10	ABC
	In hallway at crossover near NE stairwell 4th floor	1	10	ABC
	Clerk of courts records storage - N side 4th floor	1	10	ABC
	Clerk of courts records storage - S side 4th floor	1	10	ABC
	Elevator lobby 4th floor	1	10	ABC
	Clerk of courts at NW stairwell 4th floor	1	10	ABC
	Courtroom 5b in SE stairwell 5th floor	1	10	ABC
Facilities continued	Elevator lobby 5th floor	1	10	ABC
	Courtroom 5a in NW stairwell 5th floor	1	10	ABC
	Elevator lobby 6th floor	1	10	ABC
	Courtroom 5b jury deliveration area at NE stairwell 6th f	1	10	ABC
	Courtroom 5a jury deliberation area at NW stairwell 6th	1	10	ABC
	Courtroom 7b in SE stairwell 7th floor	1	10	ABC
	Elevator lobby 7th floor	1	10	ABC
	Courtroom 7a in NW stairwell 7th floor	1	10	ABC
	Elevator lobby 8th floor	1	10	ABC
	Electrical equipment room at W end of hallway 8th floor	1	10	ABC
	Courtroom 7b jury deliberation area at NE stairwell 8th	1	10	ABC
	Courtroom 7a jury delibeation area at N stairwell 8th flo	1	10	ABC
	E end of judge's hallway at elevator 9th floor	1	10	ABC
	In elevator lobby 9th floor	1	10	ABC
	W end of judge's hallway at elevator 9th floor	1	10	ABC
	Top of steps to E elevator room 9th floor	1	10	ABC
	Top of steps to W elevator room 9th floor	1	10	ABC
	Inside door to E side mechanical rm area 09Mth floor	1	10	ABC
	Center e stairwell door(E side of dr) 09Mth floor	1	15	CO2
	Center e stairwell door(W side of dr) 09Mth floor	1	10	ABC
	Center w stairwell door(E side of dr) 09Mth floor	1	10	ABC
	Inside door to W side mechanical rm area 09Mth floor	1	10	ABC
	In elevator lobby 10th floor	1	10	ABC
	In mechanical room 10Mth floor	1	10	ABC
	In elevator lobby 10Mth floor	1	10	ABC
	In elevator lobby 11th floor	1	10	ABC
	In elevator equipment room 11th floor	1	15	CO2
	In elevator lobby 11th floor	1	15	CO2
	In elevator lobby 12th floor	1	10	ABC
	In elevator lobby 13th floor	1	10	ABC
	In elevator lobby 14th floor	1	10	ABC
	Court report-center area on rear wall copier area 14th fl	1	10	ABC
	In elevator lobby 15th floor	1	10	ABC
	In elevator lobby 16th floor	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

	Sheriff warrants - inside entrance door 17th floor	1	10	ABC
	Communication center kitchen area 18th floor	1	5	HCA
	Communication center center East column 18th floor	1	5	HCA
	Communication center center West column 18th floor	1	5	HCA
	Lobby at West stairwell 18th floor	1	10	ABC
	Mezzanine-at door to parapet roof 19th floor	1	10	ABC
	At top of the 19th floor stairs on column 19th floor	1	10	CO2
	Center of room on column 19th floor	1	10	ABC
	Outside radio equipment room 19th floor	1	15	CO2
	In ups system room 19th floor	1	10	CO2
	In room next to ups room 19th floor	1	10	ABC
	Electrical rm-NE corner B1 floor	1	10	ABC
	Mechanical room at secure hallway B1 floor	1	10	ABC
	Electrical room at secure hallway B1 floor	1	5	ABC
	Hallway outside cell block (E side) B1 floor	1	10	ABC
	Cell block-in office next to kitchen B1 floor	1	10	ABC
	Cell block-kitchen area B1 floor	1	10	ABC
	Cell block-sergeant's office finger print area B1 floor	1	5	HCA
	Cell block-under counter in control room B1 floor	1	10	ABC
	Electrical room in west side hallway B1 floor	1	10	ABC
Facilities continued	Hallway E of elev lobby B1 floor	1	10	ABC
	In West side hallway B1 floor	1	10	ABC
	Boiler room at NE stairwell SB floor	1	15	CO2
	Fire pump rm on wall at double doors E side of rm SB floor	1	15	CO2
	Fire pump rm on wall at dr W side of rm SB floor	1	15	CO2
	Hallway outside fire pump rm E of center stairwell SB floor	1	15	CO2
	Hallway outside fire pump E of center stairwell SB floor	1	10	ABC
	Hallway across from maintenance shop SBM floor	1	15	CO2
	Heating pump room SBM floor	1	10	ABC
	Hallway outside chilled water pump rm SBM floor	1	15	CO2
	Chiller pump room at center stairwell SBM floor	1	15	CO2
	In N side hallway near emergency exit 1st floor	1	10	ABC
	In N side hallway outside auditorium door 1st floor	1	10	ABC
	In storage room next to pfa office 1st floor	1	10	ABC
	Vestible outside fire control room 1st floor	1	10	ABC
	In air handler room 1st floor	1	10	ABC
	Elections-West of South side stairwell door 1st floor	1	10	ABC
	Mail room-inside entrance door 1st floor	1	10	ABC
	Print shop-outside storage room door 1st floor	1	10	ABC
	Print shop-inside storage room door 1st floor	1	10	ABC
	Loading dock-on column at trash compactor 1st floor	1	10	ABC
	S side lobby near emergency exit 1st floor	1	10	ABC
	New entrance lobby area next to room 103 1st floor	1	10	ABC
	At South stairwell. 1st floor	1	10	ABC
	North side lobby 2nd floor	1	10	ABC
	Jury assembly-across from elevator 2nd floor	1	10	ABC
	Multi-purpose rm-near food service window 2nd floor	1	10	ABC
	Multi-purpose rm-in food service area 2nd floor	1	10	ABC
	Treasurer-at vault 2nd floor	1	5	CO2
	At S side stairwell 2nd floor	1	10	ABC
	Register of wills - in kitchen 2nd floor	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

	Crosswalk at entrance to courthouse 2nd floor	1	10	ABC
	South side lobby 2nd floor	1	10	ABC
	Multi-purpose room-kitchen area- old vending machine area	1	10	ABC
	North side lobby 3rd floor	1	10	ABC
	Assessment - at N side stairwell 3rd floor	1	10	ABC
	In N side corridor at N side stairwell 3rd floor	1	10	ABC
	Mapping-next to mechanical room 3rd floor	1	10	ABC
	S side lobby 3rd floor	1	10	ABC
	Crosswalk at entrance to courthouse 3rd floor	1	10	ABC
	Rec of deeds - at vault 3rd floor	1	5	CO2
	Rec of deeds-at S side stairwell 3rd floor	1	10	ABC
	N lobby across frm crtrm 4a/4b 4th floor	1	10	ABC
	Judges corridor N side outside judge rowley's office 4th	1	10	ABC
	Judges corridor N side stairwell 4th floor	1	10	ABC
	Judges corridor along 7th st outside crtrm 4c 4th floor	1	10	ABC
	Judges corridor at S side stairwell 4th floor	1	10	ABC
	Crosswalk at entrance to courthouse 4th floor	1	10	ABC
	S lobby across frm courtroom 4d/4e 4th floor	1	10	ABC
	N lobby across frm courtroom 5s 5th floor	1	10	ABC
	Corridor near N side stairwell 5th floor	1	10	ABC
	Da-in corridor near N side emergency exit 5th floor	1	10	ABC
	Da-corridor N of library entrance 5th floor	1	10	ABC
	Da-corridor S of library entrance 5th floor	1	10	ABC
	Lobby at freight elevator 5th floor	1	10	ABC
	Da-rear ent. to freight elev. 5th floor	1	10	ABC
Facilities continued	Da- S side stairwell 5th floor	1	10	ABC
	Da-corridor S side outside conference rm 5th floor	1	10	ABC
	Da-inside S side ent. in receptionist area 5th floor	1	10	ABC
	Da kitchen area 5th floor	1	10	ABC
	Storage room (copier area) south side 5th floor	1	10	ABC
	Dro-inside N side ent. dr. 6th floor	1	10	ABC
	Dro-across frm N side stairwell 6th floor	1	10	ABC
	Lobby at freight elevator 6th floor	1	10	ABC
	Dro-across from S side stairwell 6th floor	1	10	ABC
	Dro-inside S side entrance 6th floor	1	10	ABC
	Apo-inside N side entr. dr. 7th floor	1	10	ABC
	Apo-corridor E of n side stairwell 7th floor	1	10	ABC
	Lobby at freight elevator 7th floor	1	10	ABC
	Apo-in corridor E of s side stairwell 7th floor	1	10	ABC
	Apo-inside S side entrance door 7th floor	1	10	ABC
	Hr-inside entrance door 8th floor	1	10	ABC
	Hr-SE corner of open area 7th st. side 8th floor	1	10	ABC
	Lobby at freight elevator 8th floor	1	10	ABC
	Aging-NE corner of open area 7th st. side 8th floor	1	10	ABC
	Aging-inside S side ent. dr. 8th floor	1	10	ABC
	Cys-inside N side ent. dr 9th floor	1	10	ABC
	Cys-at N side stairwell 9th floor	1	10	ABC
	Cys-N side in corridor toward 7th st. 9th floor	1	10	ABC
	Cys- North side kitchen 9th floor	1	10	ABC
	Cys-NE corner conference rm 9th floor	1	10	ABC
	Lobby at freight elevator 9th floor	1	10	ABC

ATTACHMENT K
EXTINGUISHER LOCATIONS

	Cys - S side kitchen 9th floor	1	10	ABC
	Cys- at S side stairwell 9th floor	1	10	ABC
	Cys-inside S side ent. door 9th floor	1	10	ABC
	Jpo-acrss hall N side starwl 10th floor	1	10	ABC
	Jpo-N end center corridor 10th floor	1	10	ABC
	Lobby at freight elevator 10th floor	1	10	ABC
	Jpo-S end of centr corrdr outside hearng rm 10a 10th fl	1	10	ABC
	Jpo-inside S side entrance dr 10th floor	1	10	ABC
	Cys inside N side ent dr 11th floor	1	10	ABC
	Cys next N side stairwell 11th floor	1	10	ABC
	Lobby at freight elev 11th floor	1	10	ABC
	Cys next S side stairwell 11th floor	1	10	ABC
	Cys inside S side entrance dr 11th floor	1	10	ABC
	Contrl N side inside ent dr 12th floor	1	10	ABC
	Corridor N side stairwell 12th floor	1	10	ABC
	Lobby freight elevator 12th floor	1	10	ABC
	Inside door data print center 12th floor	1	5	CO2
	Inside door computer rm 12th floor	1	5	CO2
	Is off door leading to N side stairwell 12th floor	1	10	ABC
	Controller S side inside entrace dr 12th floor	1	10	ABC
	Controllers aside & behind S side strwl 12th floor	1	10	ABC
	Bud-pur North stairwell 13th floor	1	10	ABC
	Lobby freight elev 13th floor	1	10	ABC
	Inside commisn main ent 13th floor	1	10	ABC
	Com/sol kitch at sthside stwell 13th floor	1	10	ABC
	Solid waste authority office-North side stairwell 14th flo	1	10	ABC
	Planning office outside library 14th floor	1	10	ABC
	Lobby by freight elevator 14th floor	1	10	ABC
	Comm dev office South stairwell 14th floor	1	10	ABC
	Mhmr North stairwell 15th floor	1	10	ABC
	Mhmr inside office entrance door 15th floor	1	10	ABC
	Lobby freight elevator 15th floor	1	10	ABC
	Detectives office entrance to file storage 15th floor	1	10	ABC
	Detectives office kitchen 15th floor	1	10	ABC
	Detectives office South side stairwell 15th floor	1	10	ABC
Facilities continued	Detectives office freight elevator 15th floor	1	10	ABC
	Detectives office North side entrance 15th floor	1	10	ABC
	Mechanical room 16th floor	1	10	ABC
	Inside wellness center entrance door 16th floor	1	10	ABC
	Elevator lobby 16th floor	1	10	ABC
	Maintenance shop 16th floor	1	10	ABC
	Carpenter shop 16th floor	1	5	ABC
	Paint storage - pc area 16th floor	1	10	ABC
	Blue print file area 16th floor	1	10	ABC
	Spare-outside jim m's office 16th floor	1	10	ABC
	Spare-outside jim m.'s office 16th floor	1	10	ABC
	Inside penthouse entrance 17th floor	1	10	ABC
	In elevator room at chiller room door 17th floor	1	10	ABC
	Inside chiller room door 17th floor	1	10	ABC
	Wall behind elevator room - between el room and electr	1	10	ABC
	Wall South side roof door electrical feeder panel 17th fl	1	15	CO2

ATTACHMENT K
EXTINGUISHER LOCATIONS

	Ga- parking sp 39 GA floor	1	10	ABC
	Parking sp 5-6 GA floor	1	10	ABC
	SE center sp 12-13 GA floor	1	10	ABC
	SE side stairwell GA floor	1	10	ABC
	Judge's parking area on column behind elev GA floor	1	10	ABC
	Judge's parking at door to electrical room GA floor	1	10	ABC
	In electrical room at E side exit dr GA floor	1	10	ABC
	In generator rm at S side exit dr GA floor	1	10	ABC
	Wall outside elec rm behind security rm GA floor	1	10	ABC
	Wall outside fire pump rm GA floor	1	10	ABC
	Fire pump room GA floor	1	10	ABC
	Column in no parking area outside e secure hallway entra	1	10	ABC
	In telephone room GA floor	1	10	ABC
	Upper b NE near elevator equip room GB floor	1	10	ABC
	Upper b NW near sheriff storage room GB floor	1	10	ABC
	Upper b SW near jpo storage GB floor	1	10	ABC
	Upper b SW near elevator equip GB floor	1	10	ABC
	Lower b NE side col. GB floor	1	10	ABC
	Lower b NE cntr col GB floor	1	10	ABC
	Lower b SE center col GB floor	1	10	ABC
	Lower b SE stairwell GB floor	1	10	ABC
	Upper c NW stairwell GC floor	1	10	ABC
	Upper c NW near dro room GC floor	1	10	ABC
	Upper c SW outside elec room GC floor	1	10	ABC
	Upper c-SW side GC floor	1	10	ABC
	Lower c-N side stairwell GC floor	1	10	ABC
	Lower c-NE side GC floor	1	10	ABC
	Lower c-NE center GC floor	1	10	ABC
	Lower c-SE center GC floor	1	10	ABC
	Lower c-SE col. near stiars GC floor	1	10	ABC
	Upper d-NW near d02 GD floor	1	10	ABC
	Upper d-SW near d04 GD floor	1	10	ABC
	Upper d-SW side GD floor	1	10	ABC
	Lower d-NW wall at stairwell GD floor	1	10	ABC
	Lower d-NE center col GD floor	1	10	ABC
	Lower d-SE center col. GD floor	1	10	ABC
	Lower d-SW side near stair GD floor	1	10	ABC
Fire Training Center, 895 Morgantown Rd, Reading, PA 19607	Office	1	5	ABC
	Classroom D	1	5	ABC
	Classroom A	1	5	ABC
	Part time office	1	2.5	PW
	Lower level	1	5	ABC
	Kitchen	1	5	ABC
	Lower level hallway	1	5	ABC
	Hazmat garage	1	10	ABC
	Mezzanine	1	10	ABC
	Pole barn	1	10	ABC
	Maintenance building	1	10	ABC
	Maintenance building	1	10	ABC
SOG Vehicles	Utility 710-1	1	5	ABC
	Hazmat 710	1	20	PK

ATTACHMENT K
EXTINGUISHER LOCATIONS

	Hazmat 710-1	1	20	PK
	CP 700	1	20	ABC

ATTACHMENT L
PRICE SCHEDULE

Section A-1 - Annual Inspection				A-2 Semi-Annual Inspection			
A-1 Annual Inspection of Fire Extinguishers				A-2 Fixed Wet & Dry Fire Extinguish Systems			
Capacity (lbs.)	Estimated Quantity	Unit Price	Extended Price	Kitchen Hoods			
Dry Chemical (ABC)				Ansul #R-102 Single	1	\$	\$
2 1/2	228	\$	\$	Ansul #R-102 Single	1	\$	\$
2 3/4	1	\$	\$	Ansul #R-102 Triple	1	\$	\$
3	1	\$	\$	Range Guard	1	\$	\$
5	718	\$	\$	Total Sub - Section A2			\$
6	1	\$	\$	Total Sub - Section A1+ A2			\$
8	2	\$	\$				
9	1	\$	\$	Section B-Six (6) Year Maintenance			
10	998	\$	\$	Dry Chemical Fire Extinguisher			
14	3	\$	\$	Capacity (lbs.)	Estimated Quantity	Unit Price	Extended Price
15	1	\$	\$	Dry Chemical (ABC)			
16	1	\$	\$	2 1/2	228	\$	\$
17	10	\$	\$	2 3/4	1	\$	\$
20	60	\$	\$	3	1	\$	\$
21	1	\$	\$	5	718	\$	\$
22	1	\$	\$	6	1	\$	\$
27	1	\$	\$	8	2	\$	\$
30	1	\$	\$	9	1	\$	\$
Dry Chemical (BC)				10	998	\$	\$
2 1/2	5	\$	\$	14	3	\$	\$
5	1	\$	\$	15	1	\$	\$
10	3	\$	\$	16	1	\$	\$
20	2	\$	\$	17	10	\$	\$
20 Purple K	3	\$	\$	20	60	\$	\$
30	1	\$	\$	21	1	\$	\$
Met-L-X Dry Chemical				22	1	\$	\$
10	1	\$	\$	27	1	\$	\$
30	6	\$	\$	30	1	\$	\$
CO₂				Dry Chemical (BC)			
5	15	\$	\$	2 1/2	5	\$	\$
10	7	\$	\$	5	1	\$	\$
15	30	\$	\$	10	3	\$	\$
20	2	\$	\$	20	2	\$	\$
30	1	\$	\$	20 Purple K	3	\$	\$
D (Powder)				30	1	\$	\$
20	1	\$	\$				
30	1	\$	\$	Total - Section B			\$

Section A-1 - Annual Inspection(Continued)				Section C - Fire Extinguisher Disposal			
Capacity (lbs.)	Estimated Quantity	Unit Price	Extended Price	Capacity (lbs.)	Estimated Quantity	Unit Price	Extended Price
Halon							
2	1	\$	\$	Halon			
5	1	\$	\$	2	1	\$	\$
8	1	\$	\$	5	1	\$	\$
9	1	\$	\$	8	1	\$	\$
13	2	\$	\$	9	1	\$	\$
17	1	\$	\$	13	2	\$	\$
Wet Chemical (K)				17	1	\$	\$
6	8	\$	\$	Total Section C:			
20	1	\$	\$	\$			
23	1	\$	\$				
Pressurized Water (A)							
2 1/2 gallons	52	\$	\$				
2 1/2 gallons (AFFF)	1	\$	\$				
2 1/2 gallons Antifreeze	1	\$	\$				
2 1/2 Water Mist	6	\$	\$				
2 1/2 FFFP(Film	11	\$	\$				
Total Sub - Section A1							
			\$				

ATTACHMENT L
PRICE SCHEDULE

Section D-Hydrostatic Testing				Section E-Recharge			
Capacity (lbs.)	Estimated Quantity	Unit Price	Extended Price	Capacity (lbs.)	Estimated Quantity	Unit Price	Extended Price
Dry Chemical (ABC) - Twelve (12) Years				Dry Chemical (ABC)			
2 1/2	228	\$	\$	2 1/2	228	\$	\$
2 3/4	1	\$	\$	2 3/4	1	\$	\$
3	1	\$	\$	3	1	\$	\$
5	718	\$	\$	5	718	\$	\$
6	1	\$	\$	6	1	\$	\$
8	2	\$	\$	8	2	\$	\$
9	1	\$	\$	9	1	\$	\$
10	998	\$	\$	10	998	\$	\$
14	3	\$	\$	14	3	\$	\$
15	1	\$	\$	15	1	\$	\$
16	1	\$	\$	16	1	\$	\$
17	10	\$	\$	17	10	\$	\$
20	56	\$	\$	20	60	\$	\$
21	1	\$	\$	21	1	\$	\$
22	1	\$	\$	22	1	\$	\$
27	1	\$	\$	27	1	\$	\$
Dry Chemical (BC) - Twelve (12) Years				Dry Chemical (BC)			
2 1/2	1	\$	\$	2 1/2	1	\$	\$
5	1	\$	\$	5	1	\$	\$
10	1	\$	\$	10	1	\$	\$
20	1	\$	\$	20	1	\$	\$
20 Purple K	1	\$	\$	20 Purple K	1	\$	\$
30	1	\$	\$	30	1	\$	\$
CO₂ - Five (5) Years				CO₂			
5	15	\$	\$	5	15	\$	\$
10	7	\$	\$	10	7	\$	\$
15	30	\$	\$	15	30	\$	\$
20	2	\$	\$	20	2	\$	\$
30	1	\$	\$	30	1	\$	\$
D (Powder) - Twelve (12) Years				D (Powder)			
20	1	\$	\$	20	1	\$	\$
30	1	\$	\$	30	1	\$	\$

ATTACHMENT L
PRICE SCHEDULE

Section F-Purchase of New Fire				Section G-Training & Rental of Fire Extinguishers				
Capacity (lbs.)	Estimated Quantity	Unit Price	Extended Price	Make & Model (Type)	Capacity (lbs.)	Estimated Quantity	Unit Price	Extended Price
Dry Chemical (ABC)				G-1 - Dry Chemical				
2 1/2	228				10	1		
		\$	\$				\$	\$
5	718							
		\$	\$					
6	1							
		\$	\$	Total Sub-Section G-1				\$
10	998							
		\$	\$					
15	1	\$	\$	G-2 - "Standard Load" to include rental, recharge and delivery				
20	60	\$	\$	BC stored	10	360	\$	\$
30	1			BC cartridge operated units	20	120		
		\$	\$				\$	\$
Dry Chemical (BC)				CO ₂	15	12	\$	\$
2 1/2	228			Pressurized Water	2 1/2 gallons	24		
		\$	\$				\$	\$
5	718			Aqueous Film Forming Foam	2 1/2 gallons	24		
		\$	\$				\$	\$
10	998	\$	\$	ABC	10	12	\$	\$
15	1	\$	\$					
20	60	\$	\$	Total Sub-Section G-2				\$
30	1	\$	\$	Total Sub-Section G-1 & G-2				\$
CO₂								
5	15	\$	\$	H-1 - Maintenance/Repair (As needed)				
10	7	\$	\$					
15	30				Estimated Hours	Hourly Rate		Extended Price
		\$	\$					
20	2	\$	\$	Labor	300			\$
D (Powder)								
20	1	\$	\$	Total Sub-Section H-1				\$
30	1	\$	\$					
Halotron				H-2 - Parts (As needed)				
2 1/2	1					Estimated total (\$ (AB)	Percentage Mark Up (AC)	Extended Price (Dollar Value) equals (Column AB x Column AC) + \$500
		\$	\$					
5	1	\$	\$					
11	1	\$	\$	Parts		\$500.00	%	\$
15 1/2	1	\$	\$	Brackets				\$
Wet Chemical (K)								
20	1	\$	\$	Total Sub-Section H-2				\$
Pressurized Water				Total Sub-Section H-1 & H-2				
2 1/2 gal.	1	\$	\$					\$
				Sections A thru H Grand Total				
Total Section F:								