



FULLY EXECUTED
Contract Number: 4400007560
Contract Effective Date: 09/21/2010
Valid From: 10/10/2010 To: 10/09/2011

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Mangan Lilly
Phone: 717-346-3846
Fax: 717-783-6241

Your SAP Vendor Number with us: 142553

Supplier Name/Address:
B M KRAMER & COMPANY INC
69 S 20TH ST
PITTSBURGH PA 15203-1912 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 4124813000
Supplier Fax Number: 412-488-7473

Contract Name:
B.M. Kraemer Industrial Plumbing Suppl

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	Industrial Plumbing	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

This is a supplement contract to the current Industrial Plumbing multi vendor award contract. Please see attached specifications and documents for details.
This is for Plumbing schedule 40 or greater only!
Any questions on this soliciataion, please contact Lilly Mangan Lmangan@state.pa.us or call 717-346-3846
No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____

Special Terms and Conditions

Heavy Duty & Industrial Plumbing & Pipe, Valve, & Fitting Products (Schedule 40 and Greater, 3" Diameter & Greater)

CONTRACT SCOPE/OVERVIEW: This is a supplement bid for IFB #610000xxxx (identified here and in the other documents as the "Contract") will cover the Commonwealth's statewide requirements for **Heavy-Duty and Industrial Plumbing and Pipe, Valve, & Fittings Products (for Schedule 40 & Greater – galvanized, black iron, stainless steel, copper, and PVC – see "Products" below)**. This is a new contract for the Commonwealth of PA, and there is no reasonable estimate for annual sales volume; although, it is expected that the total annual contract spend could exceed \$1 million. This will be a multiple award contract, intended to give our using agencies (primarily Department of Corrections, Department of Public Welfare, and Department of General Services) the flexibility to purchase heavy duty and industrial plumbing/piping products from their contracted supplier of choice. **We will require all end-using agencies to secure three informal (e-mailed) competitive bids among the awarded suppliers for all orders greater than \$5,000.00 to ensure the most competitive, market-based pricing. We would ask that a maximum 3-day turnaround for the informal bids be enforced to ensure timeliness for our end-users. For projects under \$5,000.00, end-users are not required to secure the three competitive bids and may go to their supplier of choice on contract.** This contract will allow for Local Public Procurement Units (COSTARS) to piggy-back, so the potential market (in terms of customers and dollars) is practically unlimited.

PRODUCTS: This contract is for the following products, and others which are similar, but are not limited to the following: 300 psi fittings (elbows, Ts, reducers, couplings, & nipples) – ½" to 3"; Schedule 80 pipe – ¾" to 3"; 300 psi valves – ½" to 3"; copper victualic fittings – ¾" to 5"; Schedule 80 Black Iron Pipe & Fittings – all sizes; Sarco steam traps and steam trap rebuild kits; XH Black ST Pipe PE – ¾" to 6"; shut-off valves; copper tubing; etc.. **All products shall meet current, applicable ASME/ANSI and ASTM standards.**

CONTRACT PERIOD: The Contract shall commence on the Effective Date (which is expected to be October 9, 2010) and will be valid for one full year (expiring October 8, 2011). There will be two (2) one-year renewal periods available on this contract. We will allow for a 3-month contract extension to cover the gap between the expiration of this contract and the execution of a replacement one to prevent a lapse in coverage, if the Commonwealth and supplier(s) agree to the same terms and conditions.

BIDDING: *Suppliers are required to provide their current manufacturer's price list pricing minus a fixed, percent-off discount for all applicable items. Each bidder is required to provide the most current manufacturer's price list at the time of the bid.* DGS will accept new catalog price lists on a quarterly basis, to allow for new products, market fluctuations, and pricing volatility. It will be the responsibility of all ordering agencies to contact the awarded supplier of choice for current market pricing prior to the issuance of a Purchase Order (either paper or p-card). The Commonwealth's terms and conditions are final, and no conditional bids will be accepted.

REPORTING: As a condition of being awarded a contract through this procurement, DGS is requiring all suppliers to submit a **quarterly usage report** including (but not limited to): line item description, manufacturer SKU, supplier part number, using facility (customer), quantity, UOM, unit price, extended price. This will include all business for any agency under the Governor's jurisdiction. A usage report template has been provided to tailor your report to our specifications. Failure to supply the required data by a predetermined date (within 30 days of the end-date of the quarter in question) will result in the supplier being deemed noncompliant, thus rendering the supplier's contract nullified. **Example, if the first contract quarter ends on December 31, 2010 (Sept. 21 – Dec. 31), the usage report must be submitted to DGS no later than January 31, 2011.**

METHOD OF AWARD: This is a multiple award contract. All responsive and responsible bidders expressing interest in providing **Schedule 40 or greater plumbing or pipe, valve, & fitting products** will be issued an award. There is no guarantee of any business based on the award – all winning

suppliers will be responsible for marketing their products/services to the end-using agencies in order to generate business against this contract.

PRODUCT UPDATES: DGS reserves the right to add additional products to the contract. A new manufacturer's catalog/price list may be provided to the Commonwealth every three (3) months during the life of the contract, per mutual agreement with the supplier(s), based on agency requirements.

PRICE LISTS: Price lists are submitted with the bid electronically, for the sole purpose of providing a reference to the various items on the price list and the manufacturer's price for each item. Any reference, which may appear on any price list, to any terms and conditions, such as, F.O.B. Shipping Point or prices subject to change, will not be part of any contract with the successful bidder(s) and will be disregarded by the Commonwealth. Contractors agree to supply the Commonwealth with copies of the Catalogs and Price Lists as requested by using agencies. This shall be provided and attached on a CD/Disk. All price lists/catalogs must be identified in bid.

SINGLE DISCOUNT: Only one fixed, percentage-off manufacturer's price list discount per bidder will be accepted. The percentage discount from the appropriate price list must contain a numeric figure not to exceed four (4) digits so that entry can be made on Commonwealth's computer (example: 26.15%).

DELIVERY: The Commonwealth is accepting ***F.O.B. Delivered pricing*** for the various end-using agencies and their respective facilities throughout the Commonwealth of Pennsylvania. Bid discount rates for F.O.B. delivered shall include all transportation, delivery and handling charges. All deliveries shall be securely packaged so as to avoid breakage per standard industry practices. All deliveries are to be forwarded to the address specified on the purchase order. No outside or curbside delivery will be accepted, without prior approval by the receiving agency/facility. Should the material be deemed unacceptable when inspected, the supplier shall be required to make such revisions as directed by the Commonwealth, Department of General Services, and Bureau of Procurement. Such changes shall be entirely at the expense of the Contractor. Should a supplier proceed to deliver a product without prior approval, the supplier shall do so at their own risk.

SECURITY: All suppliers or their subcontractors who utilize regular delivery transportation to Commonwealth of PA Correctional Facilities will have to submit clearance checks through the original supplier for all drivers (*regardless if delivery is inside or outside of the fence*). Common carriers will not be required to render clearance checks, however are subject to search and escort procedures. ALL CARRIERS reporting to outside warehouses must secure their vehicle (*windows closed and doors locked*), sign in at warehouse and wait for further directions from Correctional staff.

MINIMUM DELIVERY: There is a \$100 minimum delivery requirement for this contract. Orders under \$100 may be delivered with additional freight cost added to the invoice.

COSTARS PURCHASERS: Section 1902 of Act 57 of May 15, 1998, as amended by Act 142 of December 3, 2002, 62 Pa.C.S, Section 1902, authorizes local public procurement units and state-affiliated entities (together, "COSTARS Purchasers") within the Commonwealth of Pennsylvania to participate in Commonwealth contracts for supplies, services, or construction that the Department of General Services ("DGS") chooses to make available to COSTARS Purchasers. DGS has identified this Contract as a contract that will be made available for COSTARS Purchasers.

A "local public procurement unit" is defined as:

- Any political subdivision;
- Any public authority;
- Any tax exempt, nonprofit educational or public health institution or organization;
- Any nonprofit fire, rescue, or ambulance company; and
- To the extent provided by law, any other entity, including a council of governments or an area government that expends public funds for the procurement of supplies, services, and construction.

A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency.

a. Only those COSTARS Purchasers registered with DGS may purchase from a DGS contract. Any qualified entity not presently registered and wishing to participate in the COSTARS Program may register at any time by either completing a one-time, online registration on the DGS COSTARS Website at www.dgs.state.pa.us/costars or completing and returning a one-time Registration Form to the address below. Currently, there are several thousand registered COSTARS Purchasers. To view a list of the registered entities, please visit the website.

b. COSTARS Purchasers have the option to purchase from a DGS Statewide Contract with awarded contractor(s) for Commonwealth agencies' use, from any DGS cooperative procurement contract established exclusively for COSTARS Purchasers in accordance with the requirements of Act 77 of 2004, amending Section 1902 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1902, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that any prospective COSTARS Purchaser will place an order under this Contract, and that it is within the sole discretion of the registered COSTARS Purchaser whether to procure from this Contract or to use another procurement vehicle.

c. Registered COSTARS Purchasers electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.

RIGHT TO KNOW LAW:

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Contract.

b. Unless the Contractor provides the Commonwealth, in writing, with the name and contact information of another person, the agency shall notify the Contractor using the Contractor information provided by the Contractor in SRM [or "the legal contact information provided in this Contract"] if the agency needs the Contractor's assistance in any matter arising out of the Right to Know Law ("RTKL"). The Contractor shall notify the agency in writing of any change in the name or the contact information within a reasonable time prior to the change.

c. Upon notification from the Commonwealth that the Commonwealth requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the Commonwealth, within fourteen (14) calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the Commonwealth requests ("Requested Information") and provide such other assistance as the Commonwealth may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within fourteen (14) calendar days after receipt of such request, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

d. The Commonwealth's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Contractor agrees not to challenge the Commonwealth's decision to deem the Requested Information a Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the Commonwealth, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the

Commonwealth still decides to provide the Requested Information, Contractor will not challenge or in any way hold the Commonwealth liable for such a decision.

e. The Commonwealth will reimburse the Contractor for any costs associated with complying with this provision 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.

f. Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL. Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

INQUIRIES: Direct any questions concerning this invitation to bid to the appropriate commodity specialist named herein.

Lilly Mangan
Department of General Services
Bureau of Procurement
Telephone: 717-346-3846
Fax: 717-783-6241; E-Mail: lmangan@state.pa.us

B M Kramer and Company Inc

Manufacturer	cost mult	MARGIN
American Valve	0.405	0.7
Anvil Internatioal (XH fittings)	0.184	0.8
Apollo (Conbraco Industries)	0.5605	0.82
Babbitt Steam Specialty	0.665	0.7
B-Line	0.105	0.7
Crane Centerline	0.3	0.8
Hammond Valve	0.222	0.8
Homestead Valve	0.56	0.75
IPEX (sch 40 fittings)	0.22	0.7
IPEX (sch80 fittings)	0.184	0.7
Merit Brass (thrd SS fittings)	0.145	0.8
Merit Brass (3000# SS fittings)	0.1375	0.8
Merit Brass (SS weld fittings)	0.14	0.8
Merit Brass (SS flanges)	0.23	0.8
Merit Brass (ss nipples)	0.026	0.8
Merit Brass (domestic brass fittings)	0.145	0.8
Merit Brass (brass nipples)	0.048	0.8
Mueller Streamline (copper fittings)	0.1433	0.78
Pennsylvania Machine	0.11	0.8
Phoenix Forge (fs fittings)	0.11	0.8
Phoenix Forge (cs welded nipples)	0.225	0.8
Phoenix Forge (cs seamless nipples)	0.07	0.8
Spirax Sarco	0.6	0.8
TyLok International	0.6	0.75
Victaulic Company of America (steel fittings & couplings)	0.26	0.8
Victaulic Company of America (valves)	0.33	0.8
Victaulic Company of America (copper fittings & valves)	0.43	0.8
Victaulic Company of America (copper couplings)	0.31	0.8
Viega	0.4	0.82
Ward Manufacturing	0.184	0.8
Watts Water Technologies	0.6	0.7
Weldbend	0.3825	0.7
Wheatland Tube	0.0731	0.75

DIVIDE BY MARGIN	resale discount 2 PLACES
0.5786	42.14%
0.2300	77.00%
0.6835	31.65%
0.9500	5.00%
0.1500	85.00%
0.3750	62.50%
0.2775	72.25%
0.7467	25.33%
0.3143	68.57%
0.2629	73.71%
0.1813	81.88%
0.1719	82.81%
0.1750	82.50%
0.2875	71.25%
0.0325	96.75%
0.1813	81.88%
0.0600	94.00%
0.1837	81.63%
0.1375	86.25%
0.1375	86.25%
0.2813	71.88%
0.0875	91.25%
0.7500	25.00%
0.8000	20.00%
0.3250	67.50%
0.4125	58.75%
0.5375	46.25%
0.3875	61.25%
0.4878	51.22%
0.2300	77.00%
0.8571	14.29%
0.5464	45.36%
0.0975	90.25%