

**Bid Tabulation Packet  
for  
Solicitation 531**

**Ladder Testing**



**Capitol Region Council of Governments**

## Bid #531 - Ladder Testing

Creation Date Aug 3, 2009

End Date Sep 23, 2009 10:30:00 AM EDT

Start Date Sep 2, 2009 10:30:17 AM EDT

Awarded Date Not Yet Awarded

531-1-01 Ground Ladders: Ground Ladder Testing - PER LADDER					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Mistras Group Inc.</a>	First Offer - \$1.75	1 / each	\$1.75		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Retesting Included in Price?: No		

531-1-02 Ground Ladders: Ground Ladder Testing - PER FOOT					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Mistras Group Inc.</a>	First Offer - \$1.75	1 / each	\$1.75		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Retesting Included in Price?: No		

531-2-01 Aerial Ladders: Ariel Ladder Testing - PER LADDER					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Mistras Group Inc.</a>	First Offer - \$675.00	1 / each	\$675.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Retesting Included in Price?: No		

531-2-02 Aerial Ladders: Ariel Ladder Testing - NON-DESTRUCTIVE PER LADDER					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Mistras Group Inc.</a>	First Offer - \$675.00	1 / each	\$675.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Retesting Included in Price?: No		

531-2-03 Aerial Ladders: Ariel Ladder Testing - PER FOOT					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Mistras Group Inc.</a>	First Offer - \$1.75	1 / each	\$1.75		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Retesting Included in Price?: No		

531-2-04 Aerial Ladders: Ariel Ladder Testing - NON-DESTRUCTIVE PER FOOT					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Mistras Group Inc.</a>	First Offer - \$675.00	1 / each	\$675.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: Retesting Included in Price?: No		

531-3-01 Retesting: Retesting Charge					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
<a href="#">Mistras Group Inc.</a>	First Offer - \$675.00	1 / each	\$675.00		Y
Agency Product Code:			Supplier Product Code:		

Agency Notes:	Supplier Notes:
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Supplier Totals

<a href="#">Mistras Group Inc.</a>		\$2,705.25 (7/7 items)
Bid Contact	Dan Steinman	Address 600 Kaiser Dr., Bldg. 241
	<a href="mailto:daniel.steinman@mistrasgroup.com">daniel.steinman@mistrasgroup.com</a>	Heath, OH 43056
	Ph 740-788-9188	
	Fax 740-788-9189	
Agency Notes:		Supplier Notes:

Award Total

\$10,253.75 (Does not apply to percentage or no price items.)

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Mistras Group Inc.

Bid Contact Dan Steinman  
[daniel.steinman@mistrasgroup.com](mailto:daniel.steinman@mistrasgroup.com)  
 Ph 740-788-9188  
 Fax 740-788-9189

Address 600 Kaiser Dr., Bldg. 241  
 Heath, OH 43056

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
531-1-01	Ground Ladders:Ground Ladder Testing - PER LADDER	Supplier Product Code: Retesting Included in Price?: No	First Offer - \$1.75	1 / each	\$1.75		Y
531-1-02	Ground Ladders:Ground Ladder Testing - PER FOOT	Supplier Product Code: Retesting Included in Price?: No	First Offer - \$1.75	1 / each	\$1.75		Y
					Lot Total	\$3.50	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
531-2-01	Aerial Ladders:Ariel Ladder Testing - PER LADDER	Supplier Product Code: Retesting Included in Price?: No	First Offer - \$675.00	1 / each	\$675.00		Y
531-2-02	Aerial Ladders:Ariel Ladder Testing - NON-DESTRUCTIVE PER LADDER	Supplier Product Code: Retesting Included in Price?: No	First Offer - \$675.00	1 / each	\$675.00		Y
531-2-03	Aerial Ladders:Ariel Ladder Testing - PER FOOT	Supplier Product Code: Retesting Included in Price?: No	First Offer - \$1.75	1 / each	\$1.75		Y
531-2-04	Aerial Ladders:Ariel Ladder Testing - NON-DESTRUCTIVE PER FOOT	Supplier Product Code: Retesting Included in Price?: No	First Offer - \$675.00	1 / each	\$675.00		Y
					Lot Total	\$2,026.75	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
531-3-01	Retesting:Retesting Charge	Supplier Product Code:	First Offer - \$675.00	1 / each	\$675.00		Y
					Lot Total	\$675.00	
Supplier Total						\$2,705.25	

Supplier: **Mistras Group Inc.**

**Capitol Region Purchasing Council**  
**241 Main Street, 4<sup>th</sup> Floor**  
**Hartford, CT 06106**

**STANDARD BID AND RFP TERMS AND CONDITIONS**

**PURCHASING COUNCIL PURPOSE**

The Capitol Region Purchasing Council ("Council") is a purchasing cooperative, acting under the auspices of the Capitol Region Council of Governments, which attempts to provide volume-based discounts to its Member Agency base through various cooperative procurement initiatives. To date, some 72 towns, boards of education and agencies across the State (29 of which are located in the Greater Hartford area) are eligible to take advantage of the Council's services.

**BID FORMS/SUBMISSION OF BIDS**

The Council exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. The Council accepts no responsibility for the receipt and/or notification of solicitations through any other company.

No oral, telegraphic or telephonic submittal will be accepted. IFB's, RFP's, RFQ's and RFI's shall be submitted in electronic format via **BidSync**. All Invitations For Bid (IFB), Requests For Proposals (RFP), Requests For Quotes (RFQ), Requests For Information (RFI) submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI. A formal, in-person bid opening will not be held.

**EXCEPTIONS TO SPECIFICATIONS**

Vendors are directed to make sure that they understand the terms and conditions as specified in this Invitation for Bid. Unless exceptions to any of the terms and conditions, including pricing, are specified as part of the bid response, it will be expected that all terms and conditions expressed herein are acceptable and shall govern resulting contracts. **Any variance from specifications, including product substitutes (as well as replacements for discontinued items) and pricing units (pounds, 50 lb bags vs. 100 lb bags, etc.) must be clearly noted in the vendor's bid response.**

**SUBSTITUTION FOR NAMED BRANDS**

Should brand name items appear in this bid, the bidder must make available specifications on any substitutions, and explain how the substitution compares with the named brand's specifications.

**BID AWARD**

A bid award shall be made by each respective Member Agency to the lowest responsible bidder(s). The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Member Agency and whose bid documents comply with the procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid forms and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection.

**CONTRACT EXTENSION**

With the consent of the contractor, the terms of any contract executed as a result of this Bid Invitation may be extended for a period of up to one year.

**ESTIMATED QUANTITIES**

The quantities as listed herein are estimates only and have been provided for the purpose of competitive bidding. Actual quantities will be contingent upon the total number of Member Agencies that decide to make an award off of this bid (as participation is voluntary) and the needs of the using departments in the various Member Agencies.

**INCLUSION OF NON-PARTICIPATING TOWNS AND BOARDS OF EDUCATION**

Any Member Agency, current or future, within the Capitol Region Purchasing Council shall be allowed to participate in this

bid during the life of the contract, even if it is not listed amongst the bid participants.

#### **WITHDRAWAL OF BIDS**

No bid submitted may be withdrawn, in whole or in part, without the written consent of the Capitol Region Purchasing Council.

#### **REJECTION AND/OR CANCELLATION OF BIDS**

The Council reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest to do so.

#### **RIGHT TO WAIVE ANY INFORMALITY**

The cooperating Member Agencies reserve the right to waive any informality in a bid when such a waiver is in their best interest.

#### **BID PRICES**

All prices bid must be on the basis of F.O.B. delivery point, unloaded inside, unless otherwise indicated in the proposal. A bid on any other basis than that indicated in the proposal may be considered informal. **Note: The Capitol Region Purchasing Council strictly prohibits the unilateral imposition of additional surcharges (fuel, delivery, etc.) on the participating communities at any point during the contract period. Prices bid shall apply throughout the term of the contract and will be construed as all-inclusive.**

#### **TAXES**

Member Agencies are exempt from the payment of any sales, excise or federal transportation taxes. The prices bid, whether a net unit price or a trade discount from catalog list prices, must be exclusive of taxes and will be so construed.

#### **BILLING**

Billing shall be made to each bid participant according to the terms set forth on each purchase order.

#### **1% ADMINISTRATIVE FEE**

The Capitol Region Council of Governments uses BidSync to distribute and receive bids and proposals. Responding vendors agree to pay to BidSync an administrative fee of one percent (1%) of the total ordered amount of all contracts for goods and/or services awarded to the vendor. The fee shall be payable for all Council bids unless specifically exempted by the Council. Refer to [www.bidsync.com](http://www.bidsync.com) for further information.

#### **REPORTING REQUIREMENTS**

All orders placed on CRPC bids shall be reported to BidSync on a monthly basis. Please contact BidSync to set up this important reporting function at 800 990-9339 (telephone) or email [support@bidsync.com](mailto:support@bidsync.com).

#### **FAILURE TO COMPLY**

All awarded vendors must comply with the 1% Administrative Fee and Reporting Requirements outlined in the CRPC General Terms and Conditions. Failure to comply within 60 days of orders and/or awards by CRPC members may result in the vendor being restricted from participating in future bids.

#### **DELIVERY ARRANGEMENTS AND REQUIREMENTS**

No delivery shall become due or be acceptable without a written order issued by the Member Agency concerned. Such order will contain the quantity, time of delivery and other important data.

#### **REFERENCES**

Upon request, vendors shall supply the names of other customers (preferably municipalities) to interested Member Agencies.

#### **BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES**

Failure of any successful bidder to adhere to specifications, prices, terms or conditions of their agreement during the course of the contract period may preclude such bidder from bidding on future CRPC bids in addition to any action that Member Agencies may take as a result of the vendor's failure to perform. It should be noted that the awarded vendor shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the contractor fails to make proper delivery within the time specified or if the delivery is rejected by the Member Agency, the Member Agency may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the

contractor. Should the new price be less, the contractor shall have no claim to the difference.

#### **INSURANCE REQUIRED OF SUCCESSFUL BIDDERS**

The Successful bidder shall furnish a certificate of insurance which includes the coverages and limits set forth below; identifies the Member Agency as an additional insured; and provides for at least ten (10) days prior notice to the Member Agency of cancellation or non-renewal. Coverage is to be provided on a primary, non-contributory basis:

- a. General Liability Insurance, including Contractual Liability Insurance and Products/Completed Operations Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as the result of any occurrence and \$1,000,000 bodily injury aggregate per policy year; and limits of \$500,000 for all property damage aggregate per policy year or a limit of \$1,000,000 Combined Single Limit (CSL). A Waiver of Subrogation shall be provided. All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- b. Automobile Liability Insurance issued by an insurance company licensed to conduct business in the State of Connecticut with: limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence and \$1,000,000 aggregate per policy year; and limits of \$500,000 for all damages because of property damage sustained as the result of any one occurrence or \$1,000,000 Combined Single Limit (CSL). All, if any, deductibles are the sole responsibility of the contractor to pay and/or indemnify.
- c. Worker's Compensation Insurance in accordance with Connecticut State Statutes.

The insurance requirements listed above are minimum requirements for successful bidders. Awarding agencies may require higher insurance limits.

#### **FOR THE TOWN OF WEST HARTFORD ONLY**

Please see Attachment A concerning the town's insurance requirements.

#### **FUTURE BID INVITATIONS**

Future bid invitations may not be sent to vendors who do not bid on this invitation, unless they specifically request that their names be continued on the invitation list.

#### **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION**

The Capitol Region Purchasing Council, an affiliate of the Capitol Region Council of Governments, subscribes to the Council of Governments' policy of Equal Employment Opportunity and Affirmative Action, and pledges to lend its support and cooperation to private and public agencies who are promoting public policy in this vital area of human relations. Vendors will be required to sign the certificate incorporated in the bid document relative to Equal Employment Opportunity and Minority/Female Business Enterprise (if applicable).

#### **SEVERABILITY**

If any terms or provisions of this bid shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this bid shall remain in full force and effect.

#### **ADDITIONAL TERMS AND CONDITIONS**

The Vendor assigns to CRCOG all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

Vendor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold CRCOG harmless and indemnify CRCOG from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

Resulting contracts are subject to the provisions of Executive Order N. Three of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

The contract arising from the bid may be subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

### **QUESTIONS**

General inquiries should be directed to Jennifer March-Wackers, Program Coordinator, at the:  
Capitol Region Purchasing Council  
241 Main Street, 4<sup>th</sup> Floor  
Hartford, CT 06106  
Tel: 860-522-2217 ext. 39  
Fax: 860-724-1274  
E-mail: [jwackers@crcog.org](mailto:jwackers@crcog.org)

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded either to the address above, **faxed to (860) 724-1274, emailed to [jwackers@crcog.org](mailto:jwackers@crcog.org), or posted to the BidSync online bidding system.** To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of proposals.

The Program Coordinator will arrange as addenda, which shall be made a part of this Invitation for Bid and any resulting contracts, all questions received as above provided and the decisions regarding each. At least three (3) days prior to the receipt of bid proposals, the Program Coordinator will **post a copy of any addenda to the BidSync system.** In special cases, the Program Coordinator reserves the right to post clarifying information in the form of an addendum outside of the aforementioned timeline. It shall be the responsibility of each respondent to determine whether any addenda have been issued and if so, to download copies directly from the BidSync website.

Supplier: **Mistras Group Inc.**

**GENERAL VENDOR INFORMATION**

**VENDORS ARE ASKED TO FILL OUT THIS FORM SO THAT THEIR BID RESPONSES ARE CONSIDERED COMPLETE.**

The undersigned: is aware that any CRPC member may reject any and all bids, or any part of any and all bids; is aware that quantities furnished herein are estimates only; has not included any state or federal taxes for which the CRPC members are not liable; and is making this bid without collusion with any person, individual or corporation.

COMPANY

**Mistras Group Inc.**

REPRESENTATIVE

**Dan Steinman**

POSITION

**Transportation**

ADDRESS

**600 Kaiser Drive, Bldg. 241**

**Heath, OH**

(ZIP)

**43056**

TELEPHONE #

**740-788-9188**

FAX #

**740-788-9189**

TAX ID #

**22-3341267**

E-MAIL ADDRESS

**daniel.steinman@mistrasgroup.com**

**SIGNATURE**

**PAYMENT TERMS: Net%30Days**

**DATE: 9/11/09**

**Supplier: Mistras Group Inc.**

LADDER TESTING

CRPC # 531

INFORMATION SHEET

NAME OF BIDDER: Mistras Group Inc.

(1) How many years has your firm been providing ladder testing services? 35

(2) During the last 3 years, we performed ladder testing services for the following municipalities:

Town	Contact Person	Address	Telephone #
1. Columbus FD	Capt. Hayworth	4211 Groves Rd., Columbus, OH 43232	614-774-7444
2. Cincinnati FD	Capt. Thomas	430 Central Ave., Cincinnati, OH 45202	513-352-4340
3. Orange County FD	Chief Rathbun	4400 Vineland Rd., Orlando, FL 32811	407-836-8232
4. Gwinnett County	Mike Harned	620 Swanson Dr., Lawrenceville, GA 30045	770-513-5681
5. Wethersfield	Brian Schroll	505 Silas Deane Hwy., Wethersfield, CT 06109	860-721-2830

(3) How many days from receipt of order will work commence? 30

## Supplier: **Mistras Group Inc.**

### **Insurance Exhibit (West Hartford)**

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

The Contractor shall procure and maintain the required insurance coverage against claims that may arise from, or in connection with the services and goods provided by the Contractor for the duration of the contract term, including any and all extensions. The Contractor shall provide the Town with a certificate of insurance confirming compliance with this exhibit prior to commencement of the contract. Such insurance shall be written for not less than specified, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever is greater. The Contractor shall assume any and all premiums and deductibles in the described insurance policies. Both the Contractor and Contractor's insurer(s) agree to have no right of recovery or subrogation against the Town and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice, ten (10) days notice for non-payment, has been given to the Town.

**All liability policies (with the exception of Worker's Compensation) shall include the Town of West Hartford, the West Hartford Board of Education, and their respective officers, agents, officials, employees, volunteers, boards and commissions as an Additional Insured** and shall include, but not be limited to investigation, defense, settlement, judgment or payment of any legal liability. Failure to maintain the required insurance coverage and Additional Insured Endorsements shall be grounds for termination of the contract. It is agreed that the scope and limits of the insurance specified are minimum requirements and shall in no way limit or exclude the Town from additional limits or coverage provided under each policy. The policies shall be on the occurrence form and must be written by companies licensed to do business in the State of Connecticut. The Town's Risk Manager shall review any and all exceptions.

**Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations. Contractor shall continue to provide products/completed operations coverage for two (2) years after completion of the work.

**Automobile Liability and Physical Damage Coverage:** \$1,000,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

**Umbrella Liability:** \$1,000,000 per occurrence, \$2,000,000 aggregate following form.

**Workers' Compensation:** Statutory limits including Employer's Liability with limits of \$100,000 each accident, \$500,000 for each disease/policy limit, and \$100,000 for disease for each employee as required by the State of Connecticut. If the Contractor decides not to procure workers' compensation in accordance with Connecticut law, the Contractor agrees to comply with the Connecticut Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of West Hartford, the West Hartford Board of Education, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by him during the course of the performance of this contract, however caused.

**Personal Property** for "all risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000.

Duly Authorized

**Dan Steinman**  
(Print Name Here)

**9/11/09**  
Date