

Francis M. Gomez  
Purchasing Agent



Frank J. Picozzi  
Mayor

**City of Warwick**  
Purchasing Division  
(Mailing Address)  
3275 Post Road  
Warwick, Rhode Island 02886  
Tel (401) 738-2013  
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The following notice is to appear on the City of Warwick's website Tuesday, December 13, 2022. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK  
BIDS REQUESTED FOR**

**Bid2023-306 Purchase & Install ADA Compliant PAL Portable Pool Lift**

**Specifications**

Specifications are available in the Purchasing Division, located at 65 Centerville Road, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, December 13, 2022.

**Submissions**

Sealed bids will be received by the Purchasing Division no later than 11:00 AM, Wednesday, December 28, 2022. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Suite D.

**Delivery**

All bids must be sealed. If delivering in person or sent by delivery service (FedEx/UPS/DHL etc..) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postage Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

**Awards**

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

**Original Signature on File**

Francis M. Gomez  
Purchasing Agent

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

**Addendum Number**

**Signature of Bidder**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_\*

\*Please include your email address. Future bids will be emailed, unless otherwise noted.

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**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_\_

Bid2023-306

\_\_\_\_\_

Purchasing Agent

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**CERTIFICATION & WARRANT FORM\***

**This form must be completed and submitted with sealed bid.  
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**\*This form cannot be altered in any way**

## **CITY OF WARWICK NOTICE TO BIDDERS**

### **Bid2023-306 Purchase & Install ADA Compliant PAL Portable Pool Lift**

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): [https://www.njpacoop.org/cooperative purchasing](https://www.njpacoop.org/cooperative-purchasing)

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net>

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2023-306 Purchase & Install ADA Compliant PAL Portable Pool Lift."

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Christy Moretti, DPW Business Manager, at 401-921-9602.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder must indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 available on [www.warwickri.gov](http://www.warwickri.gov) should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

The successful bidder will provide said **Certificate of Good Standing** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the

Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK**  
**SPECIFICATION FOR THE PURCHASE AND INSTALLATION OF AN ADA**  
**COMPLIANT**  
**PAL PORTBALE POOL LIFT**

Vendor to provide a portable, battery-powered pool lift which fully complies with the Americans with Disabilities Act access guidelines and current revisions. Lift capacity must be a minimum of 300 pounds. Vendor scope includes but is not limited to the following:

Provide required set up paperwork to manufacturer install lift with manufacturer-supplied anchoring system if needed

Vendor to supply individual to conduct onsite training to personnel on the operation and maintenance of lift

Provide all of the services in materials as pursuant to specifications.

**Specifications and Scope of Work**

- Lift must meet or exceed ADA access guidelines (ADDA AG 2010) including all applicable current revisions to the guidelines.
- Lift must comply with all OSHA and State of Rhode Island safety guidelines.
- Lift must be portable with a minimum of 300 pound lifting capacity
- Lift to be supplied but not limited to battery, battery charger, battery console covers, ballast weights, waterproof controls, footrest and armrests.
- Lift powered by a self-contained, onboard, 24-volt rechargeable battery.
- Battery to have LED charge capacity indicator
- Battery to provide a minimum of 30 duty cycles on a full charge.
- Battery to achieve full charge in 4 hours or less
- User interface via a hardwired connected, 100 % waterproof hand control unit
- Lift must have minimum 240 degree range of motion.
- Frame to be constructed of powder-coated, stainless steel and aluminum.
- Vendor responsible for delivery
- Vendor to provide binder containing but not limited to manufacturer's information, lift operation manual, maintenance requirements and warranty documentation.

### **Detailed Lift Component Specifications**

- Overall height – 66”
- Base dimensions - Height 22.5” , Length 37 .5” , Width 27.5” (to 43” with tip over safety bars in use)
- Overall length with foot rest fully extended - 106”
- Overall length and stored position – 61” fully raised, 98” with foot rest, 82” without foot rest, total weight 1195 pounds
- 24V DC power
- Battery life - 30 cycles fully charged
- Lifting capacity - 300 pounds with certified tested static load at 1.5 times max rated load.
- Seat width - 18.5” to 23.5”
- Seat back height – 24”

### **Actuator**

- Lifting system - LINAK screw/spline mechanical actuator approved for medical applications
- Maximum thrust -1680 pounds
- Voltage 24V DC 5” total lock swivel; Max of 9 amps; Max speed of 0.59 inches per second

### **Motor**

- Rotation 24 VDC 13 RPM
- Gearing ratio 9 .1

### **Battery**

- 24 volt DC IPX3 gel lead acid



## **Range of Motion**

- Lifting range – 44” to 58” total travel from highest to lowest point
- Seat depth - 18” to 20” below water line
- Rotation - minimum 240 degrees rotation
- Stopping point minimum of 16” and maximum of 19” measured from the deck to the top of the seat surface with seat in the raised position with additional stopping points at various heights

## **Materials and Finish**

- Frame and mast - powder coated stainless steel
- Arms and handle - powder coated aluminum
- Casters
  - Front ball bearing, stainless steel, 5” fixed
  - Polyurethane tread
  - Rear ball bearing, stainless steel, 5” total lock
  - Swivel, polyurethane tread
  - Seat assembly seat: Roto-molded plastic

## **Minimum lift warranty details**

- Non-electronic lifting system components - full minimum three (3) year warranty
- All electronic and motor components (other than battery) to have a full two (2) year warranty
- Battery – one (1) year pro-rated , 90 days at 100 % , 90 to 365 days at 50 %
- **For warranty purposes, the date of ownership is the date that the City of Warwick signs off on the lift installation**

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**(PRICING SHEET MAY NOT BE CONFIDENTIAL)**

**CITY OF WARWICK**

**BID AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** Bid2023-306 Purchase & Install ADA Compliant PAL  
Portable Pool Lift

**I. BID:**

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications. Please list each fee per parcel below.

<b>DESCRIPTION</b>	<b>PRICE</b>
PAL PORTABLE ADA COMPLIANT LIFT UNIT, PER BID SPECIFICATIONS	\$
ADDITIONAL SAFETY STRAP	\$
ADDITIONAL REMOTE CONTROL	\$

**Price includes shipping and installation.**