



Request for Quote

Page 1 of 2

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

CREATION DATE : 12-AUG-09
BID NUMBER: 7323002
TITLE: Electric Fence Maintenance, DOC

BLANKET START : 01-OCT-09
BLANKET END : 30-SEP-12
BID CLOSING DATE AND TIME: 11-SEP-2009 10:45:00

BUYER: Ohara 2nd, John F
PHONE #: 401-574-8125

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DOA CONTROLLER
ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
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DOC FACILITIES & MAINTENANCE
MAXIMUM SECURITY
1375 PONTIAC AVE
CRANSTON, RI 02920
US

Requisition Number: 1142383

Line	Description	Quantity	Unit	Unit Price	Total
	Blanket Requirement: October 1, 2009 - September 30, 2012				
1	Contact Person: Arthur Fillo (401) 462-3068 APA-3659 10/1/09-6/30/10; ELECTRIC FENCE MAINTENANCE - DOC/CLASS II LABORER ON SITE, REGULAR (SEE ATTACHED SPECIFICATIONS)	1.00	Hour		
2	APA-3659 7/1/10-6/30/11; ELECTRIC FENCE MAINTENANCE - DOC/CLASS II LABORER ON SITE, REGULAR	1.00	Hour		
3	APA-3659 7/1/11-6/30/12; ELECTRIC FENCE MAINTENANCE - DOC/CLASS II LABORER ON SITE, REGULAR	1.00	Hour		
4	APA-3659 07/01/12-9/30/12; ELECTRIC FENCE MAINTENANCE - DOC/CLASS II LABORER ON SITE, REGULAR	1.00	Hour		
5	APA-3659 10/01/09-6/30/10; ELECTRIC FENCE MAINTENANCE - DOC/CLASS II LABORER ON SITE, OVERTIME	1.00	Hour		
6	APA-3659 7/1/10-6/30/11; ELECTRIC FENCE MAINTENANCE - DOC/CLASS II LABORER ON SITE, OVERTIME	1.00	Hour		
7	APA-3659 7/1/11-6/30/12; ELECTRIC FENCE MAINTENANCE - DOC/CLASS II LABORER ON SITE, OVERTIME	1.00	Hour		
8	APA-3659 7/01/12-9/30/12; ELECTRIC FENCE MAINTENANCE - DOC/CLASS II LABORER ON SITE, OVERTIME	1.00	Hour		
9	APA-3659 10/01/09-6/30/10; ELECTRIC FENCE MAINTENANCE - DOC/LICENSED ELECTRICIAN ON SITE, REGULAR	1.00	Hour		
10	APA-3659 7/01/10-6/30/11; ELECTRIC FENCE MAINTENANCE - DOC/LICENSED ELECTRICIAN ON SITE, REGULAR	1.00	Hour		
11	APA-3659 7/01/11-6/30/12; ELECTRIC FENCE MAINTENANCE - DOC/LICENSED ELECTRICIAN ON SITE, REGULAR	1.00	Hour		
12	APA-3659 7/01/12-9/30/12; ELECTRIC FENCE MAINTENANCE - DOC/LICENSED ELECTRICIAN ON SITE, REGULAR	1.00	Hour		
13	APA-3659 10/01/09-6/30/10; ELECTRIC FENCE MAINTENANCE - DOC/LICENSED ELECTRICIAN ON SITE, OVERTIME	1.00	Hour		

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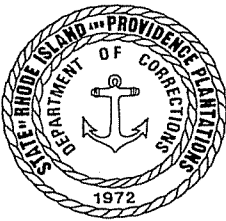
Requisition Number: 1142383

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15	APA-3659 7/01/11-6/30/12; ELECTRIC FENCE MAINTENANCE - DOC/LICENSED ELECTRICIAN ON SITE, OVERTIME	1.00	Hour		
16	APA-3659 7/01/12-9/30/12; ELECTRIC FENCE MAINTENANCE - DOC/LICENSED ELECTRICIAN ON SITE, OVERTIME AGENCY CONTACT: ARTHUR FILLO (401-462-3068), FACILITIES & MAINTENANCE UNIT BLANKET REQUIREMENTS: 10/1/2009 - 9/30/2012 10/01/09-9/30/12; MATERIALS AND PARTS, PERCENTAGE DISCOUNT FROM MANUFACTURING LIST PRICE _____%	1.00	Hour		

Delivery: _____

Terms of Payment: _____

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RHODE ISLAND DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE			
	POLICY NUMBER: 9.40-3 DOC	EFFECTIVE DATE: 05/22/06	PAGE 1 OF 8
	SUPERCEDES: 9.40-2 DOC	DIRECTOR: <i>Asht T. Wall II</i>	
SECTION: SECURITY AND CONTROL		SUBJECT: PROCEDURES FOR CONTRACTORS AT INSTITUTIONAL FACILITIES	
AUTHORITY: Rhode Island General Laws (RIGL) § 42-56-10(22), Powers of the director			
REFERENCES: RIDOC policy #'s 3.14-1 DOC, Code of Ethics; 4.03-1 DOC, Orientation and Entrance-Level Training for Non-Correctional Officer Employees; 7.01 DOC, Accountability and Procedures for the Utilization of Community Agencies, Volunteers, Interns, and/or Employees of Outside Public and Private Organizations; 9.18-1 DOC, Introduction of Unauthorized Items Into the Adult Correctional Institutions; 9.23-1 DOC, Access to ACI Facilities by Staff and Persons Providing Services to RIDOC; 10.35-1 DOC, Maintenance On-Call Procedures; 9.24-1 DOC, Entry/Exit to Secure Facilities			
INMATE ACCESS THROUGH LAW LIBRARY?		X NO	
SPANISH TRANSLATION?		X NO	

I. PURPOSE:

To delineate the rules, regulations and procedures that must be followed by all vendors contracted through the Facilities and Maintenance Unit (herein after referred to as "contractors") who provide services to the Rhode Island Department of Corrections (RIDOC) in its institutional facilities.

II. POLICY:

It is imperative that all contractors providing services in RIDOC's institutional facilities fully understand and adhere to the rules, regulations and procedures as directed by the

Department, to include the Department's Code of Ethics and Conduct (policy 3.14-1 DOC, or a successive policy). Failure to adhere to these rules and regulations may result in a delay of payment or non-payment of invoices, and/or suspension of the contractor's/vendor's rights to provide continuing services to RIDOC.

Departmental contract managers are responsible for the dissemination of this policy to all appropriate contractors and to ensure that such fully understand these rules and regulations. Contractors are, in turn, responsible for disseminating this policy to appropriate employees and subcontractors.

III. PROCEDURES:

A. Definition

For the purposes of this policy, a contractor is defined as any individual or organization other than employees of the RIDOC who have been contracted by the State (or sub-contracted to a contractor of the State) to provide services or goods to the RIDOC and who are required to enter secure areas of a correctional institution.

B. Orientation Program

1. If a contractor is to provide services which bring its workers into regular contact with inmates, such contractor or contractor's employees may be required to participate in an orientation program conducted by RIDOC's Training Academy in consultation with the appropriate administrator.
2. RIDOC contract managers should consult with the Assistant Director of Institutions and Operations or designee if there is question as to the appropriateness of this training for a contractor or employees of the contractor.
3. If an orientation is needed, it is the responsibility of the contract manager to arrange a session with the Training Academy.
4. Schedule of training can be obtained from the Training Academy.

C. ID Requirement

1. Contractors who are required to perform services within institutional facilities must obtain security clearance consistent with policy 9.23-1 DOC, or a successive policy.
2. A Photo Identification Card/ Access to Facilities Application Form is submitted to the contract manager, who, in turn, processes the application with RIDOC's Records and Identification Unit. (See policy # 9.23-1 DOC, or a successive policy, for application form.)
3. Upon completion of service and/or expiration of contract, or upon the expiration date of the badge, identification badges must be returned to the contract manager. The contract manager then notifies the Assistant Director of Institutions and Operations or designee so that the vendor's employees' information maintained in applicable RIDOC databases may be updated.

For those contractors who are not issued ID badges, the contract manager, upon completion of service and/or expiration of contract, notifies the Assistant Director of Institutions and Operations or designee so that the vendor's employees' information maintained in applicable RIDOC databases may be updated.

D. Scheduling of Work

1. Work scheduled is either:
 - a. In accordance with the provisions set forth in the contract; or
 - b. As scheduled by the contract manager prior to the commencement of work.
2. No work is performed on Saturdays, Sundays, or holidays, unless authorized by the contract manager.
3. The Facilities and Maintenance Office staff call/fax a request for service repairs.
4. Vendor calls the Facilities and Maintenance Office to schedule service repairs and establish work day and time. Every effort is made to schedule service calls between the hours of 7:30 a.m. and 3:00 p.m.

5. Vendor employees report to the Facilities and Maintenance Office to sign-in the appropriate logbook and contact the facility in need of service.

NOTE: Regardless of pre-scheduling, the Warden, Deputy Warden, or Shift Commander of the facility may, at any time, prohibit entry into a facility when deemed necessary for security purposes. The Shift Commander **MUST** contact the facility administrator before making this decision.

6. Vendor reports to the facility and makes the necessary repairs. Vendor has the work order slip signed by a RIDOC staff member (e.g., maintenance personnel, steward, fire safety technician, or correctional officer escorting the vendor).
7. Vendor leaves the facility and reports back to the Facilities and Maintenance Office to sign-out of logbook, relay any necessary information, and present signed service slip.

NOTE: All invoices noting hours worked must coincide with the sign in/out hours in the aforementioned log book.

8. If it is necessary for service calls to be extended beyond 4:00 p.m., vendor staff call the Facilities and Maintenance Office from within the facility where service is being performed and leave a voice mail message including: departing day, date, time, facility location and extension from which s/he is calling.

E. Security of Tools, Equipment and Material

1. General Requirements

- a. All tools must be contained in locked toolboxes or containers.
- b. Attached to each tool box/container is a list of the entire inventory within the container.
- c. This inventory is inspected by a Correctional Officer at the beginning and end of each workday.
- d. Any lost or missing tools or inventory are reported immediately to the Shift Commander who, in turn, notifies the facility Warden, who notifies the Assistant Director of Institutions and Operations

or designee. It is understood that the cost of the replacement of tools and materials is the responsibility of the contractor.

2. Rules Specific to Building Maintenance and Repair Contractors

- a. Tools such as ladders, ropes, insulating material, and cutting tools are removed from the work area and locked up off site at the end of the workday.
- b. Other building materials considered by the Warden or designee (such as the Security Specialists) to represent a security risk to the facility and which are moveable are stored outside the facility wall at the completion of each day.
- c. The bulk of all construction material is stored outside the facility walls in areas assigned for that purpose. The contractor transports material into the facility as required.
- d. All scrap, waste material, and debris are removed from within the facility walls at the completion of the workday.
- e. Tubular staging, if used, remains within the walls if it is fully assembled and secure. No sections or parts of sections remain within the walls at the end of the workday. On buildings where there is an escape risk, the Warden or designee may require the top sections of the staging to be removed at the end of each workday.
- f. The Warden or designee, through the Facilities and Maintenance Supervisor, requires prior notification for use of a power-activated device on site and/or toxic/caustic chemicals and the proper ventilation of same. The number of chargers brought on site must be accounted for, and the location of the devices must be documented. If the device must be on site, the firing mechanism must be removed and stored separately in the facility's Main Control Center.

F. Conduct of Contractor and Contractor's Employees

1. The contractor shall communicate all necessary policies, rules, and regulations to his/her employees.

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2. Contractors shall not have any illegal drugs or alcohol on their persons.
 3. Unopened and sealed containers of alcohol are permitted in vehicles only, consistent with 3.14-1 DOC, Code of Ethics, or a successive policy.
 4. Contractors must notify the facility's Shift Commander when they are in possession of prescription medication.
 5. Contractors are not allowed admittance into any facility if it is known that they have consumed alcoholic beverages while outside the correctional property during the workday.
 6. Contractors shall not have weapons of any sort on their persons or in their vehicles.
 7. Contractors must park in designated parking areas and must lock all vehicles.
 8. Contractors shall have no contact with inmates, except where such contact is a provision of the contract. When an inmate has initiated inappropriate contact with any contractor, such contact shall be reported to the Correctional Officer in charge.
 9. Vehicles and personal property of the contractors are subject to search when deemed necessary for security purposes.
 10. No contractor convicted of a felony is allowed to work in the facilities without the express permission of the RIDOC Director, Assistant Director of Institutions and Operations or designees following consultation with the facility's Warden or Deputy Warden.
 11. Contractors shall not bring into the facilities any items not required for the execution of the respective responsibilities and not approved by the contract manager.
 12. Contractors are permitted to perform only the work authorized by the contract manager or his/her express designee. The contractors may not accept direction as to the scope of work, the nature of the work, or changes to the work from any other person.

13. Upon entry, all persons other than uniformed facility staff are required to produce proper identification (picture I.D.) and surrender it to the Main Control Center or Vehicle Trap Officer. The Main Control Center or Vehicle Trap Officer issues a facility I.D. badge and retains the person's personal I.D. The process reverses when exiting the facility. Persons not possessing proper identification are denied admittance/access.

G. Vendor Request Form (Facility Maintenance/Repair/Construction Only)

1. For normal work needs, a vendor job request form (Attachment 1) is forwarded to the vendor via fax by the Facilities and Maintenance Office (Note: The fax may be preceded by a phone call to the vendor).
 - a. The request describes work to be performed, location, equipment identification, and RIDOC job number.
 - b. The vendor provides only those services described on the vendor request form.
 - c. The RIDOC Job # listed on this form must be cited on all invoices.
2. Prior to the performance of any work, the vendor contacts the Facilities and Maintenance Office, where arrangements are made with the facility, and vendor is given further instructions. NOTE: ADMITTANCE INTO THE FACILITY IS NOT ALLOWED UNLESS THE RIDOC FACILITIES AND MAINTENANCE UNIT IS FIRST CONTACTED.

H. Vendor Emergency Service (Facility Maintenance/Repair/Construction Only)

1. The vendor must provide a 24-hour service number.
2. The vendor is contacted by telephone outside of normal work hours. Emergency service is authorized by designated RIDOC Facilities and Maintenance Unit superintendents or their designees.
3. The vendor is given location and description of work to be performed, and is issued a temporary work order number by the Maintenance Superintendents. Notice must also be given to the Shift Commander by Facilities and Maintenance of who, when and for what purpose the vendor is coming.

4. The vendor reports to the Main Control Center of the facility where work is to be performed. Upon arrival, appropriate facility staff perform applicable background checks.
5. Prior to starting work, vendor employees must call the Facilities and Maintenance Office from within the facility and leave a voice mail message stating the day, date, time, facility location and extension from which s/he is calling.
6. As required, a Correctional Officer is assigned to log tool inventory and to provide escort.
7. The vendor performs only work which is described by the Facilities and Maintenance Superintendent or designee.
8. Upon completion of work, the vendor obtains signature of a RIDOC staff member who escorted him/her or the Shift Commander on said vendor's work order. Vendor then calls the Facilities and Maintenance Office and leaves a voice mail message stating time of completion as well as facility and extension from which s/he is calling.
9. On the first working day following emergency call in, Facilities and Maintenance Office staff fax a follow-up work order/vendor job request to the vendor. The RIDOC Job # listed on this form must be cited on all invoices.

9.40-3 DOC
Attachment 1
Page 1 of 1

DATE:	SECURITY	REQUESTED BY:	
TIME:		TELEPHONE:	
EQUIPMENT LOCATION:			
EQUIP. DESCRIPTION:	MAKE	MODEL:	SERIAL #:
DESCRIPTION OF PROBLEM:			
VENDOR:		TELEPHONE #:	FAX #:
(Check One): <i>Office Use Only</i>	MPA #:	APA#	AMT. BILLED/DATE:
<input type="checkbox"/> Lack of Staff			
<input type="checkbox"/> Inability to Perform Work			
Comments:			
NOTE: Vendors will not be-allowed access into the facilities without proper notification through the Facilities & Maint. Office. In most cases, work should be scheduled at least one day before the work order. All vendor work order slips and invoices are to indicate above D.O.C. Job Number. Omitting this number could delay in the processing of payment.			
Work Order Submitted By: LYN			

C:\mydocuments\vendor job request

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

WAGE REQUIREMENTS

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at www.purchasing.state.ri.us. SELECT "INFORMATION" AND THEN SELECT "PREVAILING WAGE TABLE". THE STATE OF RHODE ISLAND USES THE GENERAL DECISION NUMBER RI20070001. PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS'

COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

WORK ORDER LIMITATIONS

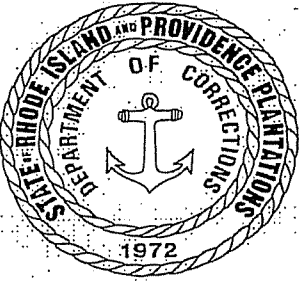
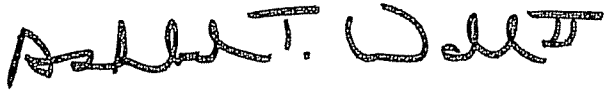
IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$5,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight,

taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

RHODE ISLAND DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE

	POLICY NUMBER: 8.08-1 DOC	EFFECTIVE DATE: 02/19/07	PAGE 1 OF 4
	SUPERCEDES: 8.08-1 DOC	DIRECTOR: Please use BLUE ink. 	
SECTION: PHYSICAL PLANT ENVIRONMENTAL CONDITIONS		SUBJECT: SMOKING AND TOBACCO REGULATIONS	
AUTHORITY: Rhode Island General Laws (RIGL) § 42-56-10(22), Powers of the director; § 23-20.10-1 <u>et seq.</u> , Public Health and Workplace Safety Act; Executive Order 91-40			
REFERENCES: U.S. Department of Health and Human Services. <i>Reducing Tobacco Use: A Report of the Surgeon General</i> . Atlanta, Georgia: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2000; Fire Safety in Correctional Facilities (NFPA study); NCCHC standards J-48, Use of Tobacco Products; P-50, Smoke-Free Environment; RIDOC policy 11.01-4 DOC, Code of Inmate Discipline; 24.03-2 DOC, Visits			
INMATE ACCESS THROUGH LAW LIBRARY?		X YES	
AVAILABLE IN SPANISH?		X YES	

I. PURPOSE:

Tobacco use, particularly smoking, remains the number one cause of preventable disease and death in the United States. Involuntary exposure to environmental tobacco smoke (ETS) remains a common, serious public health hazard that is entirely preventable by adopting and enforcing policies. Smoking bans are the most effective method for reducing ETS exposure and are the only way to completely eliminate ETS exposure. Beyond eliminating ETS exposure among nonsmokers, smoking bans have additional benefits, including improved fire safety, reduced smoking intensity, potential cost savings to employers by way of lower healthcare and building maintenance costs and higher employee productivity due to reduced absenteeism. In addition, all tobacco products (including chewing tobacco) have an adverse effect on

health, sanitation, and the condition of the physical plant. Optimal protection of nonsmokers and smokers, therefore, requires a smoke-free environment.

Given correctional facilities' unique settings, the national trend of correctional jurisdictions adopting total smoking bans within their prison systems and that ETS exposure remains a common public health hazard that is entirely preventable, the Rhode Island Department of Corrections (RIDOC) intends to eliminate the problems and risks associated with exposure to tobacco and ETS to staff, inmates, visitors, contractors, and property under the control of RIDOC by implementing a total ban on the use of tobacco products within its facilities.

II. POLICY:

All use of tobacco products and their accessories, including but not limited to pipes, cigarettes, cigarette papers, chewing tobacco, cigars, matches and lighters, is prohibited within any and all buildings, vehicles, and property under the control of the RIDOC.

III. PROCEDURES:

A. Definition

RIDOC employees include, but are not necessarily limited to administrators, medical professionals, correctional and superior officers, non-uniformed personnel, contract employees, contractors, volunteers, students, and interns.

B. RIDOC Staff

1. The USE of tobacco products and/or accessories is prohibited within any building, vehicle, and/or property under the control of the RIDOC.
2. In addition, RIDOC employees as defined in item III.A. are prohibited from having tobacco products and/or accessories in their POSSESSION when they are supervising or have custody of inmates.
 - a. Staff who work in any prison facility or "out building" (e.g., Industry shop) must deposit any/all tobacco products and/or accessories in their lockers PRIOR TO assuming their posts.

- b. Staff who enter/visit any prison facility or "out building" (e.g., to tour the facility, to attend a meeting, to conduct an audit, etc.) may not have any tobacco products or accessories in their possession.
3. Smoking by RIDOC employees shall only be permitted during authorized breaks in designated "outside smoking areas" at least fifty (50) feet away from building entrances and windows.
4. Facility and building administrators or their designees will designate one outside smoking area per building.

NOTE: Inmate recreational areas shall not be considered outside smoking areas.

5. Facility and building administrators or their designees shall also ensure that adequate refuse containers are available to smokers in close proximity to outdoor smoking areas. Facility and building administrators ensure that such containers shall be emptied on a regular basis. Smokers shall destroy or render unusable their discarded tobacco products and accessories prior to discarding them.
6. RIDOC employees having custody of or supervising inmates (e.g., off-grounds work crews) shall not smoke or use tobacco-related products while on duty in the presence of inmates.
7. Violations of this policy may result in disciplinary action up to and including termination.

C. Inmates

1. No tobacco products shall be stocked or sold by the Inmate Commissary.
2. Smoking and/or the use/possession of tobacco-related products by inmates is prohibited.
3. Passing, receiving and/or possessing tobacco and/or tobacco-related products (Category 1 contraband) is a Class 2 offense. Discipline shall be administered consistent with policy 11.01-4 DOC, Code of Inmate Discipline, or a successive policy.

4. Upon commitment to the Intake Service Center (ISC) (men) or the Gloria DiSandro McDonald building (women), RIDOC staff shall search for and dispose of any tobacco and/or tobacco-related products. These items are considered non-durable products and are subject to spoilage and, therefore, shall be destroyed.

NOTE: Information regarding the "Smoking and Tobacco Regulations" policy will be included in inmate handbooks and outlined during inmate orientation.

D. Visitors

1. Wardens or designees will ensure that signs are posted in each facility lobby in English and Spanish stating that visitors are prohibited from bringing any tobacco-related items into the facility. Visitors shall secure all tobacco-related items in lockers located in facility lobbies.
2. Any visitor refusing to comply with the "Smoking and Tobacco Regulations" policy shall be denied visiting privileges. (See policy 24.03-2 DOC, Visits, or a successive policy.)