



# Request for Quote

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

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

CREATION DATE : 16-APR-13  
 BID NUMBER: 7462372  
 TITLE: Water Treatment for Cooling Tower, DOC  
 BLANKET START : 01-JUL-13  
 BLANKET END : 30-JUN-18  
 BID CLOSING DATE AND TIME: 15-MAY-2013 11:30:00

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 DOA CONTROLLER  
 ONE CAPITOL HILL, 4TH FLOOR  
 SMITH ST  
 PROVIDENCE, RI 02908  
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 DOC CDC WAREHOUSE  
 ATTN: (SEE 'ATTN' line in PO)  
 25 POWER ROAD  
 CRANSTON, RI 02920  
 US

Requisition Number: 1307649

Line	Description	Quantity	Unit	Unit Price	Total
1	Blanket Requirement July 1, 2013 - June 30, 2018 APA-3514 7/1/13 - 6/30/14 COMPLETE STERILIZATION OF COOLING TOWERS AT TIME OF SPRING STARTUP, PRECEDED BY A CHEMICAL FLUSHING WITH A BIO-DISPERSANT TO LOOSEN AND REMOVE ALL DIRT / DEBRIS	1.00	Each		
2	APA-3514 7/1/14 - 6/30/15 COMPLETE STERILIZATION OF COOLING TOWERS AT TIME OF SPRING STARTUP, PRECEDED BY A CHEMICAL FLUSHING WITH A BIO-DISPERSANT TO LOOSEN AND REMOVE ALL DIRT / DEBRIS	1.00	Each		
3	APA-3514 7/1/15 - 6/30/16 COMPLETE STERILIZATION OF COOLING TOWERS AT TIME OF SPRING STARTUP, PRECEDED BY A CHEMICAL FLUSHING WITH A BIO-DISPERSANT TO LOOSEN AND REMOVE ALL DIRT / DEBRIS	1.00	Each		
4	APA-3514 7/1/16 - 6/30/17 COMPLETE STERILIZATION OF COOLING TOWERS AT TIME OF SPRING STARTUP, PRECEDED BY A CHEMICAL FLUSHING WITH A BIO-DISPERSANT TO LOOSEN AND REMOVE ALL DIRT / DEBRIS	1.00	Each		
5	APA-3514 7/1/17 - 6/30/18 COMPLETE STERILIZATION OF COOLING TOWERS AT TIME OF SPRING STARTUP, PRECEDED BY A CHEMICAL FLUSHING WITH A BIO-DISPERSANT TO LOOSEN AND REMOVE ALL DIRT / DEBRIS	1.00	Each		
6	APA-3514 7/1/13 - 6/30/14 CONTRACT TO INCLUDE ALL COSTS OF CHEMICAL INJECTION/PUMP UNITS AND FLUSHING SYSTEMS	1.00	Each		
7	APA-3514 7/1/14 - 6/30/15 CONTRACT TO INCLUDE ALL COSTS OF CHEMICAL INJECTION/PUMP UNITS AND FLUSHING SYSTEMS	1.00	Each		
8	APA-3514 7/1/15 - 6/30/16 CONTRACT TO INCLUDE ALL COSTS OF CHEMICAL INJECTION/PUMP UNITS AND FLUSHING SYSTEMS	1.00	Each		
9	APA-3514 7/1/16 - 6/30/17 CONTRACT TO INCLUDE ALL COSTS OF CHEMICAL INJECTION/PUMP UNITS AND FLUSHING SYSTEMS	1.00	Each		
10	APA-3514 7/1/17 - 6/30/18 CONTRACT TO INCLUDE ALL COSTS OF CHEMICAL INJECTION/PUMP UNITS AND FLUSHING SYSTEMS	1.00	Each		
11	APA-3514 7/1/13 - 6/30/14 VENDOR WILL TAKE A MONTHLY CULTURE AND PROVIDE A WRITTEN	1.00	Each		

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



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Line	Description	Quantity	Unit	Unit Price	Total
	REPORT TO THE FACILITIES & MAINTENANCE OFFICE AS PART OF THE USUAL MONTHLY SERVICE				
12	APA-3514 7/1/14 - 6/30/15 VENDOR WILL TAKE A MONTHLY CULTURE AND PROVIDE A WRITTEN REPORT TO THE FACILITIES & MAINTENANCE OFFICE AS PART OF THE USUAL MONTHLY SERVICE	1.00	Each		
13	APA-3514 7/1/15 - 6/30/16 VENDOR WILL TAKE A MONTHLY CULTURE AND PROVIDE A WRITTEN REPORT TO THE FACILITIES & MAINTENANCE OFFICE AS PART OF THE USUAL MONTHLY SERVICE	1.00	Each		
14	APA-3514 7/1/16 - 6/30/17 VENDOR WILL TAKE A MONTHLY CULTURE AND PROVIDE A WRITTEN REPORT TO THE FACILITIES & MAINTENANCE OFFICE AS PART OF THE USUAL MONTHLY SERVICE	1.00	Each		
15	APA-3514 7/1/17 - 6/30/18 VENDOR WILL TAKE A MONTHLY CULTURE AND PROVIDE A WRITTEN REPORT TO THE FACILITIES & MAINTENANCE OFFICE AS PART OF THE USUAL MONTHLY SERVICE	1.00	Each		
16	APA-3514 7/1/13 - 6/30/14 VENDOR TO CONTRACT AN INDEPENDENT CERTIFIED LABORATORY TO CONDUCT BI-WEEKLY (MAY-SEPT) TESTING FOR SPECIFIC ANALYSIS FOR LEGIONNAIRES BACILLUS, REPORT TO FACILITIES & MAINTENANCE OFFICE, BI WEEKLY	1.00	Each		
17	APA-3514 7/1/14 - 6/30/15 VENDOR TO CONTRACT AN INDEPENDENT CERTIFIED LABORATORY TO CONDUCT BI-WEEKLY (MAY-SEPT) TESTING FOR SPECIFIC ANALYSIS FOR LEGIONNAIRES BACILLUS, REPORT TO FACILITIES & MAINTENANCE OFFICE, BI WEEKLY	1.00	Each		
18	APA-3514 7/1/15 - 6/30/16 VENDOR TO CONTRACT AN INDEPENDENT CERTIFIED LABORATORY TO CONDUCT BI-WEEKLY (MAY-SEPT) TESTING FOR SPECIFIC ANALYSIS FOR LEGIONNAIRES BACILLUS, REPORT TO FACILITIES & MAINTENANCE OFFICE, BI WEEKLY	1.00	Each		
19	APA-3514 7/1/16 - 6/30/17 VENDOR TO CONTRACT AN INDEPENDENT CERTIFIED LABORATORY TO CONDUCT BI-WEEKLY (MAY-SEPT) TESTING FOR SPECIFIC ANALYSIS FOR LEGIONNAIRES BACILLUS, REPORT TO FACILITIES & MAINTENANCE OFFICE, BI WEEKLY	1.00	Each		
20	APA-3514 7/1/17 - 6/30/18 VENDOR TO CONTRACT AN	1.00	Each		

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Line	Description	Quantity	Unit	Unit Price	Total
	INDEPENDENT CERTIFIED LABORATORY TO CONDUCT BI-WEEKLY (MAY-SEPT) TESTING FOR SPECIFIC ANALYSIS FOR LEGIONNAIRES BACILLUS, REPORT TO FACILITIES & MAINTENANCE OFFICE, BI WEEKLY				
21	APA-3514 7/1/13 - 6/30/14 COST OF ITEMIZED TREATMENT SUCH AS: MID SEASON STERILIZATION	1.00	Each		
22	APA-3514 7/1/14 - 6/30/15 COST OF ITEMIZED TREATMENT SUCH AS: MID SEASON STERILIZATION	1.00	Each		
23	APA-3514 7/1/15 - 6/30/16 COST OF ITEMIZED TREATMENT SUCH AS: MID SEASON STERILIZATION	1.00	Each		
24	APA-3514 7/1/16 - 6/30/17 COST OF ITEMIZED TREATMENT SUCH AS: MID SEASON STERILIZATION	1.00	Each		
25	APA-3514 7/1/17 - 6/30/18 COST OF ITEMIZED TREATMENT SUCH AS: MID SEASON STERILIZATION	1.00	Each		
26	APA-3514 7/1/13 - 6/30/14 COST OF ITEMIZED TREATMENT SUCH AS: GLYCOL (HEAT TRANSFER FLUIDS) TESTING, PER SERVICE	1.00	Each		
27	APA-3514 7/1/14 - 6/30/15 COST OF ITEMIZED TREATMENT SUCH AS: GLYCOL (HEAT TRANSFER FLUIDS) TESTING, PER SERVICE	1.00	Each		
28	APA-3514 7/1/15 - 6/30/16 COST OF ITEMIZED TREATMENT SUCH AS: GLYCOL (HEAT TRANSFER FLUIDS) TESTING, PER SERVICE	1.00	Each		
29	APA-3514 7/1/16 - 6/30/17 COST OF ITEMIZED TREATMENT SUCH AS: GLYCOL (HEAT TRANSFER FLUIDS) TESTING, PER SERVICE	1.00	Each		
30	APA-3514 7/1/17 - 6/30/18 COST OF ITEMIZED TREATMENT SUCH AS: GLYCOL (HEAT TRANSFER FLUIDS) TESTING, PER SERVICE	1.00	Each		
31	APA-3514 7/1/13 - 6/30/14 WATER TREATMENT TECHNICIAN, REGULAR	1.00	Hour		
32	APA-3514 7/1/14 - 6/30/15 WATER TREATMENT TECHNICIAN, REGULAR	1.00	Hour		
33	APA-3514 7/1/15 - 6/30/16 WATER TREATMENT TECHNICIAN, REGULAR	1.00	Hour		

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Line	Description	Quantity	Unit	Unit Price	Total
34	APA-3514 7/1/16 - 6/30/17 WATER TREATMENT TECHNICIAN, REGULAR	1.00	Hour		
35	APA-3514 7/1/17 - 6/30/18 WATER TREATMENT TECHNICIAN, REGULAR	1.00	Hour		
36	APA-3514 7/1/13 - 6/30/14 WATER TREATMENT TECHNICIAN, OVERTIME	1.00	Hour		
37	APA-3514 7/1/14 - 6/30/15 WATER TREATMENT TECHNICIAN, OVERTIME	1.00	Hour		
38	APA-3514 7/1/15 - 6/30/16 WATER TREATMENT TECHNICIAN, OVERTIME	1.00	Hour		
39	APA-3514 7/1/16 - 6/30/17 WATER TREATMENT TECHNICIAN, OVERTIME	1.00	Hour		
40	APA-3514 7/1/17 - 6/30/18 WATER TREATMENT TECHNICIAN, OVERTIME 7/1/13 - 6/30/18 PARTS AT MANUFACTURER'S LIST PRICE LESS _____%	1.00	Hour		

Delivery: \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

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**DEPARTMENT OF CORRECTIONS  
WATER TREATMENT PROGRAM  
SPECIFICATIONS**

WATER TREATMENT PROGRAM FOR COOLING TOWER SYSTEM AND HOT AND CHILLED WATER TREATMENT FOR BUILDINGS LOCATED AT THE DOC.

BIOLOGICAL CONTAMINATION PROGRAM AS MANDATED BY THE RI DEPARTMENT OF HEALTH AND BY THE CENTER FOR DISEASE CONTROL.

**WAIT TIME**

ENTRY AND EXIT OF THE SECURED BUILDINGS OF DOC WILL RESULT IN AN AVERAGE WAIT TIME OF ONE-HALF HOUR FOR EACH EXIT OR ENTRY. THIS AVERAGE WAIT TIME SHALL BE FACTORED INTO THE VENDORS HOURLY RATE QUOTE.

**EXCESSIVE WAIT TIME:**

IN THE EVENT THAT THE WAIT TIME IS EXTENDED BY MORE THAN ONE-HALF HOUR FOR EXIT OR ENTRY AS A RESULT OF CIRCUMSTANCES BEYOND THE VENDOR'S CONTROL, THE VENDOR WILL BE COMPENSATED FOR EXCESSIVE WAIT TIME ROUNDED TO THE CLOSEST 15-MINUTE INCREMENT.

**STATE OF RI – DEPARTMENT OF CORRECTIONS  
SPECIFICATIONS – WATER TREATMENT PROGRAM**

**SCHEDULE OF WORK AND LOCATIONS**

- I. Intake Service Center - South
  - a. Open recirculating system
  - b. Chilled water system
  - c. Hot water system
  
- II. Intake Service Center - North
  - a. Open recirculating system
  - b. Chilled water system
  - c. Hot water system
  
- III. High Security
  - a. Open recirculating system
  - b. Chilled water system
  - c. Hot water heating system
  
- IV. Medium Security
  - a. Open recirculating system
  - b. Chilled water system
  - c. Hot water system
  
- V. Minimum Security
  - a. Closed recirculating system (to include glycol level)
  
- VI. Maximum Security
  - a. Heating system
  - b. Boiler treatment
  
- VII. Women's Facility
  - a. Closed recirculating system (to include glycol level)
  
- VIII. Donald Price Facility
  - a. Hot water system
  - b. Steam system
  
- IX. Reintegration Center -
  - a. Open recirculating system
  - b. Chilled water system
  - c. Hot water system

**STATE OF RI – DEPARTMENT OF CORRECTIONS  
SPECIFICATIONS – WATER TREATMENT PROGRAM**

**A. SCHEDULE OF WORK:**

Work shall be performed so as not to inconvenience the building occupants. Work in all buildings shall be performed between the hours of 8:30 a.m. and 3:00 p.m., Monday through Friday. Work shall not be performed on weekends when the Department of Corrections (D.O.C.) has no one on duty to inspect the contractor's work. Arrangements to gain access to a secured area in any building throughout the D.O.C. for the purpose of performing water treatment will be made by the company representative along with the Superintendent of the facility. The Contractor shall not permit his vehicles to use reserved parking spaces.

**B. WATER TREATMENT SERVICES:**

Services for the cooling tower system, and hot and chilled water treatment shall consist of, but not be limited to an annual cleaning and flushing of accumulated scale, debris, mud, dirt, algae, slime and other foreign materials. Insure freeze protection and testing and treatment of circulation systems. Once per month on-site testing and treatment of heating hot water systems from November – April. On-site testing and treatment to be performed biweekly to cooling towers and chilled water systems from May – November to include removal of TDS.

The Contractor will not be held responsible for the replacement of treatment of chemicals lost due to the failure of the D.O.C. equipment not caused by Contractor's failure to perform required services or for shutdown of the system by the D.O.C.

Biological contamination program as mandated by the RI Department of Health and by the Center for Disease Control:

1. Complete sterilization of cooling towers at time of Spring startup, preceded by a chemical flushing with bio-dispersant to loosen and remove all dirt and debris. Written certification of successful completion will be provided to the Facilities & Maintenance Office.
2. Repeat sterilization in the first week of August (same as above b-1).
3. Vendor will take monthly culture and provide a written report to the Facilities & Maintenance Office as part of the usual monthly service.
4. Vendor to contract an independent certified laboratory to conduct bi-weekly testing (May – September) for specific analysis for Legionnaires Bacillus. Report to be forwarded to the Facilities & Maintenance Office.

**C. TREATMENT PROGRAM:**

The successful bidder shall submit to the Associate Director of Maintenance a program outlining the procedure he proposes to follow in accomplishing the work specified herein and obtain his approval, prior to commencement of service.

The program shall state: (1) the amount, type, methods of feeding and controlling of chemicals to be used and (2) the number and method of controlling the concentrations to be maintained in the circulated water. Shipping/handling, Material Safety Data Sheets, and storage instruction shall be furnished with the program outline. Record keeping forms and frequency of entry system analysis readings. Contractor to provide training of chemical controlling and feed equipment, to include MSDS information and emergency response and required planned maintenance by Correctional staff.

**STATE OF RI – DEPARTMENT OF CORRECTIONS  
SPECIFICATIONS – WATER TREATMENT PROGRAM**

**D. TREATMENT CONTROL AND MONITORING:**

The contractor shall monitor the water treatment and insure monitoring devices are calibrated throughout the duration of the contract. The Contractor shall be responsible for maintaining the treatment chemicals at acceptable levels at all times throughout the duration of this contract. Analysis reports shall be submitted to the Associate Director of Maintenance and facility Superintendent within seven (7) days of sampling. When additional chemicals are added to the system, the system will be retested within five (5) days of treatment to insure proper chemical levels. The chemical levels in all systems are subject to D.O.C. monitoring.

**E. INITIAL CLEANING:**

Initial cleaning and sanitizing of each of these systems shall be accomplished utilizing a chemical detergent and de-foaming agent specifically formulated to remove rust, scale, and debris from the cooling towers and associated system. The chemical detergent shall possess no mercury, arsenic, cadmium or chromates. It shall be biodegradable, non-flammable and shall possess no offensive odor. The de-foaming agent shall also conform to the above conditions. Use shall be in accordance with manufacturers directions and recommendations. Initial cleaning and sanitizing shall be completed each year during the month of May. All cooling towers must be operational no later than May 15<sup>th</sup> of each year. Sanitizing will be accomplished using an authorized product accepted by the EPA and conforming to State and Town regulations. All services will be scheduled through the Facilities & Maintenance Office and facility Superintendent.

**F. INITIAL TREATMENT:**

Initial cooling tower treatment shall be by the addition of a scale and corrosion-inhibiting chemical of a scale and corrosion-inhibiting chemical specifically formulated for this purpose. This treatment chemical shall be non-flammable, water-based material containing corrosion and scale inhibiting compounds, and having no offensive odor. It shall contain no phosphates, caustic soda, chromates, inorganic alkaline salts, said materials, lead, mercury, arsenic or dye. It shall be safe for use on ferrous metals, copper, bronze, and aluminum. It shall be completely compatible with commonly used algacide and fungicides. Initial treatment shall be completed each year in accordance with section B and E.

**G. METERING SYSTEM:**

The Contractor shall provide and install in each of these systems chemical metering pumps with a conductive meter to insure proper delivery of treatment chemicals. These pumps and associated chemical feed system shall be monitored and adjusted at least monthly, more frequently when necessary, to insure proper delivery of treatment chemicals. These pumps shall remain the property of the Contractor, and shall be repaired or replaced as necessary by the Contractor and shall be removed by the Contractor at the termination of this contract. These pumps shall be completely compatible with the treatment chemicals and recommended by the manufacturer of these chemicals.

- Chemical feed pumps shall be Advantage B-130 (or equal)
- Conductivity controller shall be Advantage CCF-28E (or equal)
- Water meters shall be Advantage AW2 (or equal)

**STATE OF RI – DEPARTMENT OF CORRECTIONS  
SPECIFICATIONS – WATER TREATMENT PROGRAM**

**H. CIRCULATION WATER TESTING:**

The contractor shall test the circulation water from each cooling tower system and hot and chilled water system treated at least once per month, more frequently when necessary to insure proper treatment for pH, conductivity, treatment chemicals residual and other substances used for treatment that present a pollution hazard when present above a certain level. Substances that present a pollution problem include, but are not limited to are: chromium, copper, and phenols. Chemical tests shall be done in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater of a test kit based upon "Standard Methods". Analysis reports shall be presented to the maintenance supervisor or his designated representative within seven (7) days of taking the samples.

**I. MAKEUP WATER TEST/METERING:**

The Contractor shall be required to obtain an analysis of the makeup water at quarterly intervals to obtain comparisons between the samples. Reports shall be presented to the Facilities & Maintenance Office. The Contractor will be required to obtain an analysis of this water with respect to the following: pH, color, turbidity, P alkalinity, MO alkalinity, total hardness, non-carbonate hardness, carbonate sodium, potassium hydroxide, bicarbonate, carbonate, sulfate, chlorides, nitrate, iron, manganese, silica, fluoride, and chlorine residual. Each system should be equipped with water meters to monitor usage. Two (2) meters to be installed on open loop systems to determine the actual amount of effluent to the sewer system. One (1) meter to be installed on a closed loop system, which would reveal excess make-up.

**J. SAMPLE TEST:**

Scale and corrosion tests shall be in accordance with the latest edition ASTM, D2688, Method-B, "Standard Methods of Test for Corrosion of Water. Coupons shall be installed in the cooling tower system as is depicted in the ASTM, D2688. The coupons shall be installed at the beginning of the contract and replaced every 90-days. The coupons shall be prepared and tested by an independent testing laboratory acceptable to the Associate Director of Maintenance. The laboratory report shall be presented to the Associate Director of Maintenance for each coupon and shall include the scale analysis of corrosion rate in mils per year (mpy) and a verbal description based upon ASTM, D2688.

**K. REQUIRED LABORATORY FACILITIES:**

The water treatment contractor who shall ensure the availability of a certified water-testing laboratory acceptable to the Associate Director of Maintenance shall perform all work. The Contractor shall submit evidence of this arrangement within five (5) days after contract award. The maintenance department reserves the right to periodically collect and submit samples of the circulating water to an independent laboratory for analysis to check on the Contractors performance of the work.

**L. CHEMICALS:**

The Contractor shall furnish all chemicals used in the treatment of water, prevention of scale and corrosion, elimination of biological growth, any and all other chemical used for the contract. The Contractor shall list all chemicals, organic and inorganic, purpose, use limitation, restrictions, and regulations. All chemicals shall be of the type that are available commercially, and for use in this type of application. Where applicable, each substance should bear an EPA label stating approval for use of the product for the specified purpose. Each chemical feed controlling station will have the respective MSDS information on site. A copy will be maintained in the D.O.C. Facilities & Maintenance Office and upgraded as needed.

**STATE OF RI – DEPARTMENT OF CORRECTIONS  
SPECIFICATIONS – WATER TREATMENT PROGRAM**

- M. **SCALE AND CORROSION PREVENTIVE CHEMICALS:**  
The following limitation shall be satisfied in the absence of applicable regulations. Copper shall not exceed 1.0 mg/1, chlorine residual shall not exceed .2 mg/1 and the pH shall be between 6.0 and 9.0 in bleed-off water from the cooling towers.
- N. **ALGAECIDES:**  
Algaecides used shall be registered with the Environmental Protection Agency under the Federal Insecticides, Fungicide and Rodenticide Act, as amended (7U.S.E.136 (et seq)) specifically for use in cooling towers. The algaecide shall be used as specified on its label. The algaecide shall be used as specified on its label. Before any algaecide is used, the Contractor shall furnish the Associate Director of Maintenance s specimen label with the products registration number, application instructions, and Material Safety Data Sheets.
- O. **ENVIRONMENTAL PROTECTION:**  
The treatment program shall be such that bleed-off water and other discharges from the cooling tower system will be suitable for discharge directly into the natural drainage system without any detrimental impact upon the receiving streams quality or violating any applicable Federal, State or local pollution abatement regulation or law.
- P. **TREATMENT:**  
The treatment shall not cause deterioration of wood, plastic, or metal components of the cooling towers, chilled/hot water systems.
- Q. **EQUIPMENT:**  
All equipment used in this program for the feeding of chemicals into the system shall be furnished, installed and maintained by the Contractor. The equipment shall consist of, but not limited to conductivity controllers, solenoid valves (bleed-offs), chemical feed pumps, chemical tank and stands, coupons and holders, bypass feeders and water meters.
- R. **AUTOMATIC BLEED-OFF AND CHEMICAL FEED CONTROL:**  
Automatic bleed-off and chemical feed controls shall consist of conductivity meter which controls both the bleed-off and chemical feed of the cooling tower system. The bleed-off shall be controlled to maintain the proper concentration ratio for the system, in regulation with all applicable laws. The chemical feed shall be properly controlled so that the right amounts of chemicals are automatically fed to replace those lost through bleed-off, evaporation, due to leakage and repairs.
- S. **PUMPS:**  
Pumps shall have a capacity that is compatible with the chemical feed requirements of the individual cooling tower and hot/chilled water systems served. Adjustments necessary to accomplish capacity control shall be simple and positive. The pump shall be of non-corrosive construction and shall have an internal checking device or shall be provided with an externally mounted non-corrosive check valve. The pump shall be capable of discharging against a pressure of not less than 1-1/2 times the line pressure at the point of connection. Contractor shall maintain the pumps and associated equipment.

**STATE OF RI – DEPARTMENT OF CORRECTIONS  
SPECIFICATIONS – WATER TREATMENT PROGRAM**

**T. PUMP OPERATION:**

The pump operation shall be controlled by an automatic adjustment, which will proportionate the chemical feed at a feed rate in accordance with the bleed-off rate. In addition, a manual switch shall be provided to allow control of the pump independent of the feeding regulator.

**U. CHEMICAL SOLUTION TANK:**

Chemical solution tanks shall be constructed of non-corrosive material and be cylindrical in shape. The tank shall have a sufficient capacity to require recharging only once per seven (7) days during normal operation. The charging concentration chosen shall be such as to prevent deterioration of the chemical solution during the seven (7) day period and prevent concentration of ingredients in the chemical solution.

**V. REPORTS:**

A chemical and bacteriological investigation report of each system shall be submitted monthly to the Associate Director of Maintenance and Superintendent of the facility. The Contractor shall log in and out on each visit to the job site within the Facilities & Maintenance Office. The monthly service reports and all other related information will be compiled and a report will be submitted to the D.O.C. Facilities & Maintenance Office for review and discussion. This report will contain chemical usage, piping system condition, major equipment condition, water treatment control equipment, recent and proposed upgrades.

**W. COOLING TOWER LAY-UP:**

Each cooling tower will be shutdown during the off season and therefore will require a lay-up protocol. A vapor phase corrosion inhibitor product is recommended.

**X. TESTING PARAMETERS:**

The analysis will include, but is not limited to the following:

<i>Closed Loop Systems:</i>	Sodium Nitrite – 700-1200ppm nitrite
<i>Condenser Water Systems:</i>	pH 7.5 – 8.5
	TDS 900 – 1200ppm
	Phosphate 5 – 10ppm

**Y. CHEMICAL USAGE:**

Add a line item for each chemical proposed and the expected gallons needed to maintain the systems within the desired parameters.

**Note:** Vendor to adhere to D.O.C. Security & Control Policy #9.40-3 pertaining to “Procedures for Contractors at Institutional Facilities” and “Smoking and Tobacco Regulations #8.08-1”(attached).

*Water Treatment Program Created on 10/10/2007 8:11 AM*

**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**

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

#### **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.

#### **INSPECTION REQUIREMENTS**

**BIDDERS ARE RESPONSIBLE FOR INSPECTION OF EQUIPMENT AND/OR LOCATION, TAKING MEASUREMENTS\* WHEN REQUIRED, AND MAKING THEMSELVES AWARE OF THE TOTAL REQUIREMENT BEFORE SUBMITTING A BID. \*MEASUREMENTS PROVIDED WITH ANY BID ARE FOR REFERENCE PURPOSES AND ARE NOT GUARANTEED TO BE COMPLETELY ACCURATE.**

#### **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.

**HOURLY RATE SPECIFICS**

BIDDERS ARE ADVISED THE AWARD WILL BE BASED ON EITHER REGULAR, STRAIGHT-TIME HOURLY RATES OR A PERIODIC RATE SUCH AS 500 HOURS, MONTHLY OR ANNUALLY, DEPENDING ON THE SPECIFIC REQUIREMENTS OF A PARTICULAR BID. KEEP IN MIND THAT OVERTIME RATES, DISCOUNTS, AND OTHER MISCELLANEOUS PRICE-RELATED ITEMS ARE REQUIRED FOR INFORMATIONAL PURPOSES ONLY. OVERTIME RATE IS TO BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE RI DEPARTMENT OF LABOR AND TRAINING, EMPLOYER HANDBOOK. EMPLOYEES ARE TO BE COMPENSATED AT TIME AND ONE-HALF THE APPLICABLE PREVAILING WAGE RATE. OVERTIME RATES EXCEEDING ONE AND ONE HALF TIMES THE REGULAR HOURLY RATES FOR MONDAY THROUGH SATURDAY AND EXCEEDING TWO TIMES THE REGULAR RATE FOR SUNDAYS AND HOLIDAYS MAY BE GROUNDS FOR DISQUALIFICATION OF THE BID.

**READING VENDOR NAMES ONLY**

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT [WWW.PURCHASING.RI.GOV](http://WWW.PURCHASING.RI.GOV)

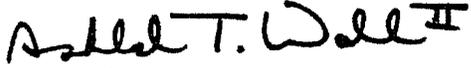
**LICENSE REQUIREMENTS**

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.

**RHODE ISLAND DEPARTMENT OF CORRECTIONS  
POLICY AND PROCEDURE**

	<b>POLICY NUMBER:</b> 9.40-3 DOC	<b>EFFECTIVE DATE:</b> 05/22/06	PAGE 1 OF 8
	<b>SUPERCEDES:</b> 9.40-2 DOC	<b>DIRECTOR:</b> 	
<b>SECTION:</b> SECURITY AND CONTROL		<b>SUBJECT:</b> PROCEDURES FOR CONTRACTORS AT INSTITUTIONAL FACILITIES	
<b>AUTHORITY:</b> Rhode Island General Laws (RIGL) § 42-56-10(22), Powers of the director			
<b>REFERENCES:</b> 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			
<b>INMATE ACCESS THROUGH LAW LIBRARY?</b>		X NO	
<b>SPANISH TRANSLATION?</b>		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

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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

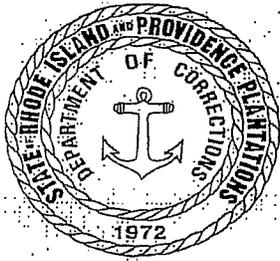
1. The contractor shall communicate all necessary policies, rules, and regulations to his/her employees.

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.

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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.

# 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.

*Robert T. Welf*

**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 et seq., Public Health and Workplace Safety Act; Executive Order 91-40

**REFERENCES:** U.S. Department of Health and Human Services. *Reducing Tobacco Use: A Report of the Surgeon General*. 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.)