



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**Department of Administration**

**DIVISION OF PURCHASES**

One Capitol Hill, 2<sup>nd</sup> floor  
Providence, RI 02908-5855

TEL: (401) 574-8100

FAX: (401) 574-8387

TDD: (401) 574-8228

Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**BID 7597647 – FOOD SERVICE REPLACEMENT EQUIPMENT - DOC**

**VENDOR QUESTIONS AND ANSWERS:**

**NO FURHTER QUESTIONS WILL BE ANSWERED.**

**Q. Will the delivery require a lift gate?**

A. Yes, a lift gate will be needed.

**Q. Do all these items need to be installed?**

A. Yes, installation will be needed.

**Q. Does your old equipment need removal?**

A. Yes, equipment will need to be removed.

**Q. Are the final connections ready for installation?**

A. Department of Corrections will do the final connections.

**Q. Will any plumbing or electrical work be required for a installation?**

A. Yes, this work will be required.

Cheryl Mcgurn

Buyer II



# Request for Quote

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

BUYER: McGurn, Cheryl A  
 PHONE #: 401-574-8130

CREATION DATE : 21-NOV-18  
 BID NUMBER: 7597647  
 TITLE: FOOD SERVICE REPLACEMENT EQUIPMENT  
 BLANKET START : 01-JAN-19  
 BLANKET END : 30-JUN-19  
 BID CLOSING DATE AND TIME: 17-DEC-2018 10:30:00

**B  
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 DOA CONTROLLER  
 ONE CAPITOL HILL, 4TH FLOOR  
 SMITH ST  
 PROVIDENCE, RI 02908  
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 DOC BUSINESS OFFICE  
 39 HOWARD AVENUE  
 CRANSTON, RI 02920  
 US

Requisition Number: 1583311

Note to Bidders: PER THE ATTACHED SPECIFICATIONS  
 INSTALLATION INCLUDED

THERE ARE NO CELL PHONES PERMITTED AT ANY TIME IN ANY OF THE SECURED FACILITIES  
 18 HOWARD AVE, CRANSTON RI, 02920

QUESTIONS CONCERNING THIS SOLICITATION MUST BE EMAILED AND RECEIVED BY THE DIVISION OF PURCHASES AT  
 CHERYL.MCGURN@PURCHASING.RI.GOV NO LATER THAN 12/7/2018 @ 3:00 AM IN A MICROSOFT WORD ATTACHMENT WITH THE  
 CORRESPONDING SOLICITATION NUMBER. QUESTIONS, IF ANY, AND RESPONSES WILL BE POSTED ON THE DIVISION OF PURCHASES  
 WEBSITE AT WWW.PURCHASING.RI.GOV.

Line	Description	Quantity	Unit	Unit Price	Total
1	BLODGETT OVEN MODEL # DFG-100-ES DBL (CONVECTION OVEN, GAS, DOUBLE DECK, STANDARD DEPTH, CAPACITY 18" X 26" - PER THE ATTACHED SPECIFICATON . . BRAND: _____ MODEL: _____	2.00	Each		
2	PITCO FRIARLATOR MODEL SSH55 (SOLSTICE SUPREME HIGH EFFICIENCY FRYER, GAS, 40-50LB., OIL CAPACITY, FULL TANK) PER THE ATTACHED SPECIFICATON . . BRAND: _____ MODEL: _____	2.00	Each		
3	ADVANCE TABCO SS-306 (WORK TABLE, STAINLESS STEEL TOP) PER THE ATTACHED SPECIFICATION . . BRAND: _____ MODEL: _____	2.00	Each		

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

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

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

## CONVECTION OVEN, GAS

Blodgett Oven, Model # DFG-100-ES DBL

- Convection oven, gas, double deck, standard depth, capacity (5) 18" x 26" pans per compartment, (SSD) solid state digital controls, 2-speed fans, interior light, simultaneous operated doors with glass, porcelain crumb tray, stainless steel front, sides & top, 6" stainless steel legs, flue connector, (2) ¾ HP, 45,000 BTU each, cTEL, NSF, CE, ENERGY STAR
- 3-year parts, 2 year labor, and 2 additional year door warranty (parts only), standard
- Natural gas
- 115v/60/1-ph, 8.0 amps, ¾ hp, 2-wire with ground, NEMA 5-15P (per deck) standard
- SSI-M Top oven: solid state infinite with 60 min. electro-mechanical timer
- SSI-M bottom oven solid state infinite with 60 min. electro mechanical timer
- Solid stainless-steel door in lieu of standard glass door
- Prison package: security panel, piano hinge, locking door hasp & flue connector, per dock.
- 4" low profile plate casters (set)
- Gas manifold
- 48" flexible gas hose with quick disconnect & restraining device
- Freight free freight on Blodgett

**NOTE\*** draft diverter is not required for this oven. Do not deduct cost of standard legs.

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## Gas Floor Fryer

Pitco Frialator SSH55

- Solstice Supreme high efficiency fryer, gas, 40-50 lb. oil capacity, full tank, solid state controls, boil out & melt ice, drain valve interlock, matchless ignition, self-clean burner, downdraft protection, stainless steel tank, front & sides, total 80,000 BTU, ENERGY START, CSA, NSF, CE
- 1 year labor on parts and labor warranty from the date of installation up to a maximum of 15 months from the date of manufacture (with appropriate documentation), standard
- Natural gas
- 115/60/1-ph, 0.7 amps, ENMA 5-15P
- (SSTC) Solid state controller, standard
- SSH-BNB-14 Solstice supreme Bread & Butter cabinet, with BNB dump station, fryer match design, approximately 15-5/8" wide, includes 4-5/8" recessed pan and screen, standard finish, stainless steel front, side & door, for SSH55 fryers, NSF
- Institutional package; (gas) door latch assembly, 16ga. Tank/front panel cover assembly, flanged legs, stainless back
- P6072145 BASKET, (2) OBLONG/TWIN SIZE, 13-1/2 X 6-1/2" X 5-1/2" DEEP, LONG HANDLE, REGULAR MESH (SHIPPED STD (N/C) WITH MODELS "T" SG14, SG14R, SSH55, SE14, SE14X, SE14B, SG14T, 35+, 45+, FRYER BATTERIES shipped with one per fryer.

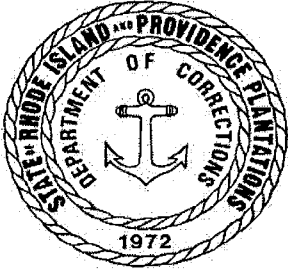

- B2101501 tank cover, 18 gauge light duty, for models:  
SG14/14T/14R, SGBNB14, SSH55/55T/55R/55TR, SSH60/60R (without basket lifts)
  - Institutional package: (gas) door latch assembly, 16ga. Tank/front panel cover assembly,  
flanged legs, stainless back
- 

#### **WORK TABLE, STAINLESS STEEL TOP**

##### **ADVANCE TABCO SS-306**

- Work table, 72"W x 30"D, 14 gauge 304 stainless steel top, 18 gauge adjustable stainless steel undershelf, stainless steel legs & adjustable bullet feet, NSF
- Dimensions: 35.5(h) x 72(w) x 30(d)

# RHODE ISLAND DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE

	<b>POLICY NUMBER:</b> 8.08-2 DOC	<b>EFFECTIVE DATE:</b> 04/28/14	<b>PAGE 1 OF 4</b>
	<b>SUPERCEDES:</b> 8.08-1 DOC	<b>DIRECTOR:</b> <div style="text-align: center; font-family: cursive;">  </div>	
<b>SECTION:</b> PHYSICAL PLANT ENVIRONMENTAL CONDITIONS		<b>SUBJECT:</b> SMOKING AND TOBACCO REGULATIONS	
<b>AUTHORITY:</b> 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			
<b>REFERENCES:</b> U.S. Department of Health and Human Services. <i>How Tobacco Smoke Causes Disease: The Biology and Behavioral Basis for Smoking-Attributable Disease</i> , Public Health Service, Office of the Surgeon General, 2010; Fire Safety in Correctional Facilities (NFPA study); NCCHC standards J-48, Use of Tobacco Products; P-50, Smoke-Free Environment; RIDOC policy 9.14-6 DOC, Detecting and Confiscating Contraband on or in the Possession of Inmates/Detainees (Including Frisk, Strip and Body Cavity Searches) or in Inmate Transport Vehicles; 9.18-4 DOC, Introduction of Unauthorized Items into the Adult Correctional Institutions; 11.01-6DOC, Code of Inmate Discipline; 24.03-4 DOC, Visits			
<b>INMATE/PUBLIC ACCESS?</b>		<b>X YES</b>	
<b>AVAILABLE IN SPANISH?</b>		<b>X YES</b>	

**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 possession and 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. (See, 9.18-4 DOC, Introduction of Unauthorized Items into the Adult Correctional Institutions, or a successive policy.)

In addition, electronic cigarettes (e-cigarettes) are also prohibited within any and all RIDOC buildings, vehicles and property.

## III. PROCEDURES:

### A. Applicability

This policy applies to, but is not necessarily limited to, RIDOC 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, e-cigarettes and their components 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, e-cigarettes and their components 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, e-cigarettes and their components 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, accessories, e-cigarettes and their components 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, use tobacco-related products, or e-cigarettes and their components 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, e-cigarettes and their components shall be stocked or sold by the Inmate Commissary.
2. Smoking, the use/possession of tobacco-related products, or e-cigarettes and their components by inmates is prohibited.
3. Passing, receiving and/or possessing tobacco, tobacco-related products, or e-cigarettes and their components (Category 1 contraband) is a Class 2 offense. Discipline shall be administered consistent with policy 11.01-6 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, tobacco-related products, or e-cigarettes and their components. These items shall be destroyed.

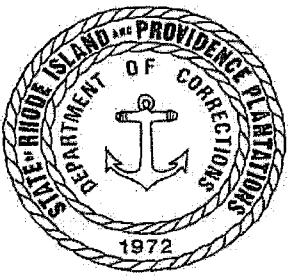

**NOTE:** Information regarding the "Smoking and Tobacco Regulations" policy will be included in inmate handbooks and outlined during inmate orientation.

D. Visitors

1. Wardens or designees will ensure that signs in English and Spanish are posted outside each facility 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 24.03-4 DOC, Visits, or a successive policy.)



# RHODE ISLAND DEPARTMENT OF CORRECTIONS POLICY AND PROCEDURE

	<b>POLICY NUMBER:</b> 9.40-5 DOC	<b>EFFECTIVE DATE:</b> 10/27/14	PAGE 1 OF 8
	<b>SUPERCEDES:</b> 9.40-4 DOC	<b>DIRECTOR:</b>  <div style="text-align: center; font-family: cursive;">  </div>	
<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; (RIGL) § 38-2-2(4)(b) Public Records Act			
<b>REFERENCES:</b> RIGL§ 38-2-2(4)(b); RIDOC policies 2.22 Procedures for Monitoring Compliance of Subcontractors with USDOJ Civil Rights Regulations; 3.14-2 DOC, Code of Ethics; 4.03-3 DOC, Orientation and Entrance-Level Training for Non-Correctional Officer Employees; 7.01-2 DOC, Accountability and Procedures for the Utilization of Community Agencies, Volunteers, Interns, and/or Employees of Outside Public and Private Organizations; 9.18-4 DOC, Introduction of Unauthorized Items Into the Adult Correctional Institutions; 9.23-2 DOC, Access to ACI Facilities by Staff and Persons Providing Services to RIDOC; 9.24-3 DOC, Entry to/Exit from to Secure Facilities; 10.35-2 DOC, Maintenance On-Call Procedures; DOJ Final PREA Standards 115.6 Definitions; 115.32 Volunteer and Contractor Training, 115.77 Corrective action for Contractors and Volunteers			
<b>INMATE/PUBLIC ACCESS?</b>		<input checked="" type="checkbox"/> YES	
<b>SPANISH TRANSLATION?</b>		<input checked="" type="checkbox"/> NO	

I. PURPOSE:

To delineate the rules, regulations and procedures that must be followed by all 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 3.14-2 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, suspension of the contractor's or contractor's representative authorization to provide continuing services, and/or termination of the contract with RIDOC.

Departmental contract managers are responsible for the dissemination of this policy to all appropriate contractors and to ensure that contractors 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, organization, business, or program provider other than RIDOC employees who have been contracted by the State (or sub-contracted to a contractor of the State), or who are otherwise compensated to provide goods or services to 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.

NOTE: This training shall include instruction that RIDOC has a zero-tolerance policy regarding sexual abuse and sexual harassment of inmates as well as other duties and responsibilities mandated by the Prison Rape Elimination Act Standards.

2. RIDOC contract managers should consult with the Assistant Director of Institutions and Operations or designee if there is a question as to the appropriateness of this training for a contractor or employees of the contractor.

NOTE: Any contractor who is exempted from NEO training shall be notified in writing by the RIDOC Contract Manager that RIDOC has a zero-tolerance policy regarding sexual abuse and sexual

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harassment of inmates as well as other duties and responsibilities mandated by the Prison Rape Elimination Act Standards.

3. If an orientation is needed, it is the responsibility of the contract manager to arrange a session with the Training Academy.
4. A 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 clearances consistent with policy 9.23-2 DOC, Access to ACI Facilities by Staff and Persons Providing Services to RIDOC, 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 Identification Unit. (See policy # 9.23-2 DOC, Access to ACI Facilities by Staff and Persons Providing Services to RIDOC, 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 contractor'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 contractor's employees' information maintained in applicable RIDOC databases may be updated.

D. Work Hours

1. General - Contractor work hours are scheduled 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.
- c. No work is performed on Saturdays, Sundays, or holidays, unless authorized by the contract manager.

2. Facilities and Maintenance - Staff calls/faxes a request for service repairs.

- a. Contractor 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.
- b. Contractor 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.

- c. Contractor reports to the facility and makes the necessary repairs. Contractor has the work order slip signed by a RIDOC staff member (e.g., maintenance personnel, steward, fire safety technician, or correctional officer escorting the contractor).
- d. Contractor 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.

- e. If it is necessary for service calls to be extended beyond 4:00 p.m., contractor 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.
- f. Sign-in/sign-out procedures:

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Any contractor required to enter a RIDOC facility which houses inmates must abide by facility sign-in and sign-out requirements.

E. Security of Tools, Equipment and Toxic/Caustic Materials

It is the responsibility of all contract managers to provide contractors with instructions regarding the security of tools, equipment and toxic/caustic materials.

F. Conduct of Contractor and Contractor's Employees

1. The contractor shall communicate all necessary policies, rules, and regulations to his/her employees and subcontractors.
2. Contractors shall not have any illegal drugs, legally prescribed medical marijuana or alcohol on their persons.
3. Unopened and sealed containers of alcohol are permitted in vehicles only, consistent with 3.14-2 DOC, Code of Ethics, or a successive policy.
4. A contractor who works in a secure area or in proximity to the inmate population and has in his/her possession prescription medication must take steps to assure that these substances are stored in such a way that they are not accessible to the inmate population.

NOTE: The Rhode Island Medical Marijuana Act at RIGL § 21-28.6-7 specifically states that it does not permit:

- (a) "any person to undertake any task under the influence of marijuana, when doing so would constitute negligence or professional malpractice."
  - (b) the smoking of marijuana "in a correctional facility; or public place."
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. All contractors entering ACI facilities shall exercise professional discretion with regard to their clothing. The Shift Commander shall have the final authority as to whether the attire of any contractor is inappropriate and/or poses a risk to the security or order of the facility and if that contractor shall be barred from entering a facility.
9. Contractors shall have no contact with inmates, except where such contact is a provision of the contract. When an inmate or a contractor has initiated inappropriate contact, such contact shall be immediately reported by the inmate or the contractor, or by the person having such knowledge, to the Correctional Officer in charge.
10. Any contractor who engages in sexual abuse of an inmate shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing authorities.
11. All contractors shall have in place instructions for their employees on the procedure to follow if they are exposed to an infectious disease.  
  
**NOTE:** In addition to any contract employer/employee instructions, any contract employee who is exposed to an infectious disease while working in a RIDOC facility shall immediately notify the supervising/escort Correctional Officer who will immediately notify the Shift Commander.
12. Vehicles and personal property of the contractors are subject to search when deemed necessary for security purposes.
13. No contractor convicted of a felony is allowed to work in the facilities without the express permission of RIDOC's Director, Assistant Director of Institutions and Operations or designees following consultation with the facility's Warden or Deputy Warden.
14. Contractors shall not bring into the facilities any items not required for the execution of their respective responsibilities and not approved by the contract manager.

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All contractors are required to follow the procedures set forth in section III.A. of RIDOC policy 9.18-4 DOC, Introduction of Unauthorized Items into the Adult Correctional Institutions, or a successive policy. Any special circumstances which require an exception from these procedures must be approved by the facility Warden or designee. Contract managers shall facilitate these exceptions.

It is the responsibility of the contract manager to distribute a copy of policy 9.18-4 DOC, Introduction of Unauthorized Items into the Adult Correctional Institutions, or a successive policy, to all contractors.

15. Contractors are permitted to perform only the work authorized by the contract manager or his/her express designee. They may not accept direction as to the scope of work, the nature of the work, or changes to the work from any other person.
16. Upon entry into a RIDOC facility, 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. Contractor Emergency Service (Facility Maintenance/Repair/Construction Only)

1. The contractor must provide a 24-hour service number.
2. The contractor 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 contractor is given the location and description of work to be performed, and is issued a temporary work order number by the Maintenance Superintendents. Facilities and Maintenance must give notice to the Shift Commander of who the contractor is sending, when s/he will arrive and for what purpose.

4. The contractor reports to the Main Control Center of the facility where work is to be performed. Upon arrival, appropriate facility staff performs applicable background checks.
5. Prior to starting work, contractor 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 contractor performs only work which is described by the Facilities and Maintenance Superintendent or designee.
8. Upon completion of work, the contractor obtains signature of a RIDOC staff member who escorted him/her or the Shift Commander on said contractor's work order. Contractor 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.



**Contract Terms and Conditions**

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## Terms and Conditions

### BID STANDARD TERMS AND CONDITIONS

### TERMS AND CONDITIONS FOR THIS BID

### VENDOR SPECIFICATIONS

ALL VENDORS MUST INCLUDE SPECIFICATIONS WITH BID PROPOSAL (EVEN THOSE BIDDING BRAND SPECIFIED). FAILURE TO SUBMIT SPECIFICATIONS WITH BID PROPOSAL MAY RESULT IN DISQUALIFICATION OF BID. ITEMS IN CATALOGS MUST BE CLEARLY MARKED AND PAGES TABBED.

### 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 should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration

Division of Purchases, 2nd Floor

One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

**No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.**

### TERMS AND CONDITIONS OF PRICING AGREEMENT

**SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.**

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency

thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**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.**

**State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.**

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, 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 herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

#### DELIVERY - CENTRAL DISTRIBUTION CTR - DOC

DELIVERY INSTRUCTIONS: CENTRAL DISTRIBUTION CENTER DEPT. OF CORRECTIONS 25 POWER ROAD, CRANSTON, RI 02920 (PHONE 462-4022) Delivery only 7:00 AM to 2:00 PM, Monday through Friday, with shipping slip showing Purchase Order Number and Item Number of State Purchase Order. Any merchandise to be delivered must be on 48" x 40" pallets. If pallets are in good condition, we will exchange them, but only this size pallet. Any merchandise being delivered on other size pallets must be stripped by the trucker and put on our size pallets (48" x 40"). Unsealed packages not accepted. ALL CASES MUST BE BAR-CODED.

#### 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.