



# Request for Quote

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

BUYER: Righter, Maxwell W  
 PHONE #: 401-574-8179

CREATION DATE : 05-DEC-19  
 BID NUMBER: 7599884  
 TITLE: Plumbing and Steamfitting Services at DOC Facilities  
 BLANKET START : 01-JAN-20  
 BLANKET END : 31-DEC-22  
 BID CLOSING DATE AND TIME: 08-JAN-2020 11:00:00

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 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: 1637332**

Note to Bidders: QUESTIONS concerning this solicitation must be emailed and received by the Division of Purchases at Max.Righter@purchasing.ri.gov no later than Friday, December 20th, 2019 at 5:00 PM (EST), 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 as an addendum to this solicitation.

Line	Description	Quantity	Unit	Unit Price	Total
1	1/1/20 - 12/31/20 REGULAR LABOR RATE FOR RI LICENSED MASTER PLUMBER ON SITE	1.00	Hour		
2	1/1/21 - 12/31/21 REGULAR LABOR RATE FOR RI LICENSED MASTER PLUMBER ON SITE	1.00	Hour		
3	1/1/22 - 12/31/22 REGULAR LABOR RATE FOR RI LICENSED MASTER PLUMBER ON SITE	1.00	Hour		
4	1/1/20 - 12/31/20 OVERTIME LABOR RATE FOR RI LICENSED MASTER PLUMBER ON SITE	1.00	Hour		
5	1/1/21 - 12/31/21 OVERTIME LABOR RATE FOR RI LICENSED MASTER PLUMBER ON SITE	1.00	Hour		
6	1/1/22 - 12/31/22 OVERTIME LABOR RATE FOR RI LICENSED MASTER PLUMBER ON SITE	1.00	Hour		
7	1/1/20 - 12/31/20 REGULAR LABOR RATE FOR STEAM FITTER ON SITE	1.00	Hour		
8	1/1/21 - 12/31/21 REGULAR LABOR RATE FOR STEAM FITTER ON SITE	1.00	Hour		
9	1/1/22 - 12/31/22 REGULAR LABOR RATE FOR STEAM FITTER ON SITE	1.00	Hour		
10	1/1/20 - 12/31/20 OVERTIME LABOR RATE FOR STEAM FITTER ON SITE	1.00	Hour		
11	1/1/21 - 12/31/21 OVERTIME LABOR RATE FOR STEAM FITTER ON SITE	1.00	Hour		
12	1/1/22 - 12/31/22 OVERTIME LABOR RATE FOR STEAM FITTER ON SITE	1.00	Hour		
13	1/1/20 - 12/31/20 REGULAR LABOR RATE FOR CERTIFIED WELDER ON SITE	1.00	Hour		

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
14	1/1/21 - 12/31/21 REGULAR LABOR RATE FOR CERTIFIED WELDER ON SITE	1.00	Hour		
15	1/1/22 - 12/31/22 REGULAR LABOR RATE FOR CERTIFIED WELDER ON SITE	1.00	Hour		
16	1/1/20 - 12/31/20 OVERTIME LABOR RATE FOR CERTIFIED WELDER ON SITE	1.00	Hour		
17	1/1/21 - 12/31/21 OVERTIME LABOR RATE FOR CERTIFIED WELDER ON SITE	1.00	Hour		
18	1/1/22 - 12/31/22 OVERTIME LABOR RATE FOR CERTIFIED WELDER ON SITE ----- 1/1/20 - 12/31/22 PARTS AT MANUFACTURER'S LIST PRICE LESS _____% DISCOUNT ----- Vendor to be certified and licensed to work on high and low PSI and temperature heating systems. Vendor is required to have a Master mechanical/Master Plumbers License, and certified welders (all licenses to be attached to bid document). Provide Master Mechanical License # _____ exp. date _____	1.00	Hour		

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Line	Description	Quantity	Unit	Unit Price	Total
	----- Provide Master Plumbers  License # _____  exp. date _____ ----- Certified Welders Certificate				

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

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

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## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
Division of Purchases  
One Capitol Hill, 2<sup>nd</sup> Floor  
Providence, RI 02908

TEL: (401) 574-8100  
FAX: (401) 574-8387  
TDD: (401) 574-8228  
Website: [www.ridop.ri.gov](http://www.ridop.ri.gov)

### **Bid Specifications** **Solicitation # 7599884**

#### *Plumbing and Steamfitting Services at DOC Facilities*

**Blanket Requirements:** 01/01/2020-12/31/2022

#### **Specifications**

Provide 24-hour 7 days per week plumbing and steam-fitting repairs to all new and existing heating, cooling, domestic, and hot water supply equipment to all buildings at DOC in support of FM unit as needed; parts and/or labor.

Vendor to provide all excavation, backfilling and cement/metal fabrication as required to repair systems.

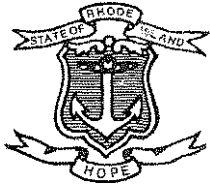
Vendor is required to provide "asbestos competent person" in the event of removal of asbestos from any piping.

Service/repair request to originate from Agency only.

Vendor to respond within 1-hour of notification of problem. Vendor to sign in/out within Facilities & Maintenance Office in accordance with attached policy #9.40-3.

Wait time: Entry and exit of the secured buildings of the DOC will result in an average wait time of one-half hour for each exit or entry. This average wait time should be factored into the vendors hourly 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 RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor

Charles J. Fogarty  
Director

### STATE CONTRACT ADDENDUM

#### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

#### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

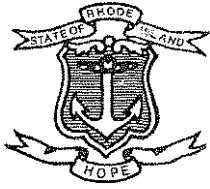
The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

Lincoln D. Chafee  
Governor

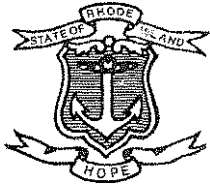
Charles J. Fogarty  
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via Rf Relay 711



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151I Pontiac Avenue  
Cranston, RI 02920-4407

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Governor  
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Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

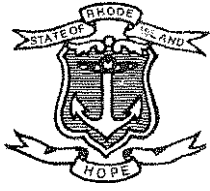
Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



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Department of Labor and Training

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1511 Pontiac Avenue

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APPENDIX A

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

**§ 37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.



APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) ) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.



CELL PHONE POLICY:

CELL PHONES ARE NOT PERMITTED IN SECURED AREA.

APPROVAL FOR WORK

VENDOR IS REQUIRED TO HAVE A VALID PURCHASE ORDER PRIOR TO PERFORMING WORK ON THE DOC FACILITY

# 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> <span style="float: right;">Please use BLUE ink.</span>  	
<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> 	
<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>		X YES	
<b>SPANISH TRANSLATION?</b>		X 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.

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**

#### **CAMPAIGN FINANCE COMPLIANCE**

**CAMPAIGN FINANCE:** In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

#### **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

#### **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.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

#### **MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE**

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

#### **CHARGES PERMITTED**

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

#### **HOURS - BIDDING PURPOSES**

HOURS INDICATED ARE ESTIMATED QUANTITIES FOR BIDDING PURPOSES ONLY.

**INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

**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.

**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.

**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

**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.**

**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.ri.gov](http://www.purchasing.ri.gov). SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". 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.

**WORK ORDER LIMITATIONS**

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