



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

# REQUEST FOR Qualifications

**Item Description:** Providence Citywide Traffic Signal Repairs and Improvements One Year Contract with Two One-Year Options for Renewal

**Procurement/MinuteTraq #: 43987**

**Date to be opened: 2/26/2024**

**Issuing Department:** Public Works

## QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: Nate Urso
  - Title: Managing Engineer Traffic Engineering
  - Email Address: [nurso@providenceri.gov](mailto:nurso@providenceri.gov)

## Pre-bid Conference

There is no pre-bid conference scheduled for this item.

## Deadline for questions submissions:

**Wednesday February 14,2024**



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: 2/26/2024**

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply  
Department of the City Clerk – City Hall, Room 311  
25 Dorrance Street  
Providence, RI 02903**

**\*\*PLEASE NOTE: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.**

*This information is NOT requested to be provided in your initial bid by design.*

**All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.**



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See *forms and instructions enclosed (pages 11-112) or on:*  
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

**\*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested* (as indicated on page 5 of this document under "Bid Terms")

**All of the above listed documents are REQUIRED.** (With the exception of financial assurances, which are only required if specified on page 5.)

**\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



**BOARD OF CONTRACT AND SUPPLY**  
CITY OF PROVIDENCE, RHODE ISLAND

**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

**The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

**The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

**Name of Bidder (Firm or Individual):**

Contact Name:

Business Address:

Business Phone #:

Contact Email Address:

Agrees to bid on (Write the "Item Description" here):

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island*

Delivery Date (if applicable):

Name of Surety Company (if applicable):

Total Amount in Writing\*:

Total Amount in Figures\*:

***\*If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



**BOARD OF CONTRACT AND SUPPLY**  
CITY OF PROVIDENCE, RHODE ISLAND

**BID FORM 2: Certification of Bidder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**BID FORM 3: Certificate Regarding Public Records**

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name





**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**BID FORM 4: Affidavit of City Vendor**

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: \_\_\_\_\_

Position in the "Business" \_\_\_\_\_

Name of Entity \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): \_\_\_\_\_

**Read the following paragraph and answer one of the options:**

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:  
 Recipient(s) of the Contribution:  
 Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence?  Yes  No

- If Yes, please complete the following:  
 Recipient(s) of the Contribution:  
 Contribution Date(s):

Contribution Amount(s):

\_\_\_\_\_  
Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Position



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**MBE/WBE Participation Plan**

**Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.**

Bidder's Name:				
Bidder's Address:				
Point of Contact:				
Telephone:				
Email:				
Procurement #:				
Project Name:				
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither MBE nor WBE	
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li><b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li><b>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</b></li> </ul>				
Name of Subcontractor/Supplier:				
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Neither	
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP				
Total Contract Value (\$):		Subcontract Value (\$):	Participation Rate (%):	
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
<b>Prime Contractor/Vendor Signature</b>	<b>Title</b>			<b>Date</b>
<b>Subcontractor/Supplier Signature</b>	<b>Title</b>			<b>Date</b>

**\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**MBE/WBE Waiver Request Form**

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.  
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov), for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_  
Company Name, Address: \_\_\_\_\_ Trade \_\_\_\_\_  
Project /Item Description (as seen on RFP): \_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

<b>MBE/WBE Company Name</b>	<b>Individual's Name</b>	<b>Company Name</b>	<b>Why did you choose not to work with this company?</b>

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
Signature of Prime Contractor /  
or Duly Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of City of Providence  
MBE/WBE Outreach Director /  
or Duly Authorized Representative

\_\_\_\_\_  
Printed Name of City of Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Date Signed



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

## **BID PACKAGE SPECIFICATIONS**

### **Overview**

The City of Providence Traffic Engineering will be soliciting bids from qualified contractors to perform traffic signal repairs and improvements throughout the City. The city intends to award one (1) or more bidders for this work.

### **Scope of Work**

Providence Traffic Engineering will request lump sum bid prices from selected bidders to perform given task orders.

Respondents are hereby notified that all work performed on a task order issued under this solicitation shall be done in conformance with the following:

- a. The latest edition of the Rhode Island Standard Specifications for Road and Bridge Construction, as amended March 2018 including all subsequent revisions and supplements, at the date of task order assignment.
- b. Compilation of Approved Specifications and all revisions, at the date of task order assignment
- c. Rhode Island Standard Details, 1998 Edition, with all subsequent revisions
- d. General Provisions - Contract Specific
- e. Specifications – Job Specific
- f. Contract Drawings and/or Sketches
- g. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- h. Federal Wage Rates - The Bidders' attention is called to the fact that minimum salaries and wages, as set forth in the Bidding/Contract Documents, must be paid on this project. Paid wages shall be at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act, under Decision Nos. 1 through 6 as applicable. Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials are available online at <https://beta.sam.gov/>.



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**Construction Specific**

Work that may be performed on a task order issued under this solicitation includes, but is not limited to the following:

- a.** Furnish, layout, installation, and/or removal of traffic signal equipment including but not limited to traffic signal heads, poles, cabinets and foundations, vehicle detection (i.e. inductive loops, video), and associated conduit and cabling.
- b.** Furnish, layout, installation, and/or removal of pedestrian signal equipment including but not limited, pedestrian signal poles and foundations, heads, and push buttons as well as associated conduit and cabling.
- c.** Furnish, layout, installation, and/or removal of rapid rectangular flashing beacons as well as associated conduit and cabling.
- d.** Furnish, layout, installation, and/or removal of school zone flashing assemblies as well as associated conduit and cabling.
- e.** Furnish and install ADA compliant wheelchair ramps, sidewalk or road restoration where required due to the above listed improvements.
- f.** Furnish and install signs and pavement markings where required due to the above listed improvements. Remove signs and pavement markings where in conflict with proposed improvements.
- g.** Maintenance and Protection of Traffic Control.
- h.** Legal disposal of all debris and excess materials.
- i.** All labor, materials, equipment and all incidentals required to complete the work, complete and in place and accepted by the Engineer.

Providence Traffic Engineering will provide the plans, details, specifications, and specific stipulations of the work expected to be performed by the Contractor under a specific task order. Providence Traffic Engineering will provide existing plans and/or supplemental pertinent information, whenever available. Each Contractor will be responsible for conducting its own site investigation to gather additional information as necessary to prepare a Lump Sum bid price to conduct the work.

The above list and documents provided by Providence Traffic Engineering shall be used to identify specific work items for the purposes of task orders tracking and inspection of the work, and general record keeping. Contractors are required to develop their lump sum prices using specific work items based on the above list and to provide the price breakdown to Providence Traffic Engineering with their lump sum bids.

All construction layout, survey and field measurements, any clearing or site preparation required for access, shall be considered incidental to the Lump Sum bid price.

Traffic Control shall be the responsibility of the Contractor. Construction shall be performed in such a way as to minimize conflicts with normal traffic operations. The contractor will be responsible to submit a permit to Providence Traffic Engineering for each task location. These permits can be found at this link <https://www.providenceri.gov/wp-content/uploads/2016/09/Construction-Permit-current-draft-1.pdf>. All permit fees will be waived. The Contractor shall maintain existing travel ways for access, and when lane closures are not permitted. All Maintenance and Protection of Traffic shall be in accordance with any Traffic-Related Work Restrictions, as identified in an approved Providence Traffic Engineering permit and with the latest edition of



the Manual on Uniform Traffic Control Devices (MUTCD). All work shall be completed from within existing public street and sidewalks. The Contractor shall not use private property for site access or to stage/store equipment or materials without written consent by the property owner(s). Any proposed construction staging areas must be coordinated with Providence Traffic Engineering prior to the start of work. There shall be no parking or storage of construction equipment under the drip lines of any trees.

The Contractor shall maintain access and egress to all private properties, driveways, and businesses at all times. All curb cuts and openings shall be maintained. In addition, if separate agreements are made with other private property owners, the Contractor shall provide to Providence Traffic Engineering copies of those Temporary Use Agreements or Easements.

The Contractor shall be responsible for maintaining drainage and runoff flow during periods of rainfall throughout the work area as necessary. All materials and work associated with such measures shall be considered incidental to the task order assignment and included in the lump sum price.

### **Lighting for Nighttime Work Operations**

Existing highway lighting shall not be relied upon for work zone lighting for conformance with Section T.22 of the RI Standard Specifications latest edition. The cost of the work zone lighting required for nighttime operations shall be incidental to the Task-Orders. The Contractor shall take special note of additional nighttime lighting requirements in the National Environmental Protection Act (NEPA) documentation if applicable. No separate payment will be made for lighting of the work zone during any nighttime operation.

### **Contractor's Responsibility for Damaged Storm Drains**

The Contractor shall use care when working within or in the vicinity of existing drainage structures. Any drainage pipe or culverts damaged while carrying out work on a task order assignment shall be the Contractor's responsibility. Any pipe/culvert damaged by the Contractor while carrying out the work shall be replaced or repaired by the Contractor to the satisfaction of Providence Traffic Engineering at no additional cost.

### **Contractor's Responsibility for Damaged Plant Material**

The Contractor shall use care when working within or in the vicinity of existing landscaped areas. Any plantings damaged while carrying out any work on Task-Orders shall be the Contractor's responsibility. Any trees, shrubs, perennials, grasses, mulch or other planting materials damaged by the Contractor shall be replaced by the Contractor to the satisfaction of Providence Traffic Engineering at no additional charge. Any plant material replaced due to contractor damage must be done as an in-kind replacement (materials shall be the same type, size, and condition as existing except in the event that any damaged plant material is a species included on the Army Corps of Engineers, New England District list of "invasive and Other Unacceptable Plant Species.") In this case the substitution of an acceptable native plant species, with a similar growth habit shall be made for the replacement plant material. The planting shall be in accordance with Section L06 of the RI Standard Specifications, latest edition. Prior to any replacements,



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**Utility Notification and Coordination**

The Contractor shall be responsible for any utility notification and coordination of construction activities. It is required that upon Notice to Proceed, the Contractor shall notify all utilities relative to the anticipated construction start date and shall initiate any survey layout required for utilities.

The Contractor shall be required to work within the space restrictions of the existing underground and overhead utilities present within the workspace. Existing utilities will remain in place and undisturbed throughout the construction duration without any disruptions to service. The Contractor shall adhere to all clearance and safety requirements of the affected utility company.

The Contractor shall be required to work within the space restrictions of the existing underground and overhead utilities present within the workspace. Existing utilities will remain in place and undisturbed throughout the construction duration if possible without any disruptions to service. The Contractor shall adhere to all clearance and safety requirements of the affected utility company.

The Contractor shall coordinate with all utility companies, including overhead, to provide adequate protection of all facilities. Any shielding, protection, or inspection required shall be considered incidental to the task order assignment and included in the lump sum price. During the progress of the work, the Contractor shall cooperate with the Owners of the utilities and permit their representative's access to the work to determine if their utilities are being damaged in any way. The Contractor shall be responsible for any damages to the existing utilities as a result of construction operations and shall restore the utilities to the satisfaction of Providence Traffic Engineering, at no additional cost to the City or utility companies.

The Contractor shall check and verify the location of all existing drainage and utilities, both underground and overhead before any work begins, with Dig Safe at (888) DIG-SAFE in Rhode Island, in accordance with Chapter 39-1.2 of the Rhode Island General Laws entitled "Excavation Near Underground Utility Facilities", with all amendments effective as of November 1, 2009 and, when necessary, by contacting the individual utility companies. All work shall be in accordance with all statutes, ordinances, rules and regulations of any applicable city, town, state or federal agency. The Contractor should be aware that not all utility companies subscribe to the Dig Safe Program. It is the Contractor's responsibility to ensure that all utility companies or other owners of utilities have been notified and all utilities have been marked prior to commencing their work. Any damage to existing underground or overhead pipes or conduits shall be replaced or repaired to the satisfaction of Providence Traffic Engineering at no additional cost to the City.





**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**Contractor's Responsibility for Damaged Utility Facilities**

The Contractor shall use care when working within or in the vicinity of existing utilities. Any utility pipe, equipment, conduit, wire, cable or appurtenances damaged while carrying out any work on a task order assignment shall be the Contractor's responsibility. Any utility pipe, equipment, conduit, wire, cable or related appurtenance damaged by the Contractor while carrying out the work shall be replaced or repaired by the Contractor to the satisfaction of Providence Traffic Engineering at no additional cost to the City or utility companies.

**Shop Drawings and Submittals**

Any required shop drawings and submittals, as identified in each task order assignment, shall be submitted, reviewed, and returned electronically. Providence Traffic Engineering will review and return the shop drawings and submittals within fourteen (14) calendar days, or as specified in the task order assignment. As such, shop drawing and submittals shall be submitted a minimum of fourteen (14) calendar days prior to the start of work. Shop drawings and submittals shall be submitted to Providence Traffic Engineering for review and routing. All Certificates of Compliance for all materials used must be submitted to the Engineer within fourteen (14) calendar days of Substantial Completion.

**Sequence of Construction and Schedule**

For any task order assignment that is not considered an emergency or of priority nature, the Contractor will provide Providence Traffic Engineering with a copy of intended work sequence and time schedule with a minimum three (3) week look ahead for notification and planning purposes. Approval of the work sequence and schedule is required by the Providence Traffic Engineering before the start of any work associated with a task order assignment. The Contractor shall perform the proposed work during the day and/or night as specified in the task order assignment and in accordance with the Providence Traffic Engineering permit, if provided.

**Completion Date of Task Order Assignments**

All work shall be completed by the Substantial Completion Date specified for the individual task order assignment. The Substantial Completion Date will be based on the estimated Notice to Proceed date included in said task order.



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**Special Requirements for Traffic Maintenance and Protection**

For task order assignments that are not of emergency or priority nature, the approved Providence Traffic Engineering permit lays out the set of coordinated transportation management strategies that shall be used to manage the work zone safety and mobility impacts of a project.

The Contractor shall immediately commence work upon establishment of the maintenance and protection of traffic devices and shall continue the work in an uninterrupted and expeditious manner until completion to ensure the minimum disruption to traffic and residents.

The Contractor is advised that all maintenance and protection of traffic, signs, and other traffic control devices, shall conform to the latest edition, and revisions of the MUTCD. All maintenance and protection of traffic devices must be in place and approved through the Providence Traffic Engineering permit before any construction may commence.

The measurement and payment for all traffic control devices and for the maintenance and movement of traffic protective devices shall be included under the lump sum bid price.

The construction operations on any task order assignment must be coordinated with the local community public safety officials. In case of any emergency, the Contractor will be required to move equipment, and allow the passage of emergency vehicles. Public safety must be considered at all times.

The Contractor shall be responsible for maintaining appropriate construction related signing at all times. All temporary construction signs not appropriate for the construction activity taking place shall be removed, covered, or otherwise concealed. This includes the period between erecting the signs, and the start of construction, as well as when a construction phase is completed, or suspended. All signs not appropriate for the lane closures, speed limits or construction activity taking place at any given time shall be removed or covered to the satisfaction of Providence Traffic Engineering.

Temporary construction signs shall not be placed so they encroach on open lanes of traffic. Signs shall be trimmed when placed on median barrier to avoid encroaching on open travel lanes. This work shall be considered incidental, and no extra payment will be made.

All temporary signs shall be erected so that they are not obstructed by barrels or cones. Providence Traffic Engineering may require, at his discretion, flag persons to be used to control construction traffic entering and leaving the work areas. This work shall be considered incidental to the lump sum bid price. Safe access and egress to all side streets, on/off ramps, and all residential and commercial driveways shall be maintained at all times, unless otherwise noted in a task assignment, and shall be coordinated with the local community public safety officials.

The Contractor shall notify Providence Traffic Engineering at least two (2) weeks prior to any road and driveway closures. Providence Traffic Engineering will be responsible to notify the fire, police, school departments, town officials, and, if possible, adjacent property owners, of all road and driveway closures.



All moving operations (i.e. placement of cones, striping, etc.) shall be in accordance with the latest editions of the Manual on Uniform Traffic Control Devices (MUTCD).

### **Incident Management**

In the event of an accident, or other unforeseen incident, the Contractor shall cooperate with local authorities by providing traffic control devices, personnel, equipment, and material as required, both on and off site. The Contractor shall assist in whatever way possible to clear debris from the roadway and maintain traffic flow. If the personnel shall be available on site or "on call," and able to respond to the site within one hour of being notified to the Contractor's appointed representative by phone, or in person to Providence Traffic Engineering.



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**Coordination with Other  
Contracts**

It shall be the Contractor's responsibility to coordinate, cooperate, and schedule his work and all segments thereof with Providence Traffic Engineering, other contractors, property owners, utility owners, and applicable local authorities, so as to minimize impacts to all existing and/or future construction project schedules.

**Inspection Access**

The Contractor shall provide Providence Traffic Engineering and/or his representative(s) full access to all the work sites, including work platforms, ladders, and/or scaffolding, as may be required, for the purpose of inspection and/or construction monitoring. This shall include all necessary safety equipment such as safety harnesses. No separate payment shall be made for these services. The cost of these items of work shall be included under the lump sum bid price.

**Field Survey**

The Contractor shall be responsible for all field surveys, field measurements and project controls. No separate payment will be made for these services. The cost of this work shall be incidental to the lump sum bid price of the task order assignment.

**State & Local Police Compensation**

It is the responsibility of the Contractor to retain the services of the local police details for a task order assignment. Providence Traffic Engineering will be invoiced and pay for the police details.

**Winter Shutdown**

There will be no Winter Shutdown allowed under this solicitation. Task order assignments will be issued throughout the term of the solicitation. Therefore, the Contractor should expect that some assignments may occur during the winter and to bid each work assignment appropriately to account for any measures that must be undertaken, including but not limited to heating and snow removal. Any costs, either direct costs or resulting from inefficiencies related to continuing work in the winter, shall not be cause for a claim for time extension or additional compensation.

**Task Order Assignments**

Task Order assignments will be made solely at Providence Traffic Engineering's discretion. There are no assurances or guarantees of Task Orders being assigned to a Contractor. Providence Traffic Engineering reserves the right to revoke or cancel an assignment at any time. Assignments may consist of an individual location (traffic signal, crosswalk, intersection) or a group of locations which may be combined according to similarity of scope, location, permitting status, adjacent projects, emergency situations and other factors.

All work under a task order shall be "Lump Sum". All items of work shown on the Task-Order Plans, detailed



herein, and any incidentals required to complete the work shall be considered as part of the Lump Sum bid price. Any item of work not explicitly stated within Task-Order Documents but required to complete the work shall be considered as part of the Lump Sum bid price.

A Payment and Performance bond will be required for any task order in excess of \$150,000.00 in accordance with Rhode Island General Law 37-12-1. A performance bond of one hundred percent (100%) of the Task-Order price from a satisfactory surety company is required prior to award of a task order assignment. Bonds must be provided by surety companies licensed and authorized to conduct business in the State of Rhode Island. All surety companies must be listed with Department of Treasury, Fiscal Services, Circular 570 (Latest revision published by the Federal Register).

All sub-contractor agreements must be submitted and accepted by Providence Traffic Engineering prior to commencement of the applicable work.

Providence Traffic Engineering will specify the scope of work for a task order within each task order to the greatest extent possible. The development of the complete scope of work for a task order assignment may be accomplished also through a plan submission already prepared by Providence Traffic Engineering, sketches, or as otherwise instructed by Providence Traffic Engineering at the time of the proposed task order. All task orders shall take into consideration constructability, sequencing, scheduling, phasing, and shall address issues such as construction cost and duration, alternatives, inconvenience to the public, and traffic maintenance.

All Plans, Specifications, Reports, etc. provided by Providence Traffic Engineering are for use in preparing a bid to perform the work under a task order assignment. In conjunction with the documents provided by Providence Traffic Engineering, the Contractor shall perform a site visit prior to bidding to determine the extent of work necessary and to develop a lump sum bid price for a task order assignment request.

Selection is not a guarantee of work. Contractors who are selected under this solicitation will be given opportunities to bid on task orders.



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

The Proposal shall be organized as follows:

**SECTION 1 (PRIME CONTRACTOR)**

- Transmittal Letter
- Table of Contents
- Organizational Chart
- Resumes of Key Personnel
- Licenses/Certifications
- Required Forms
- Past Experience/Completed Projects
- Current Workload Form

**Transmittal Letter**

A Transmittal Letter on the company's letterhead and signed by an authorized representative of the company shall be provided. This person shall be the contact point for all communications from Providence Traffic Engineering related to this solicitation.

- a. Provide the name, title, address, telephone and electronic mail address of the Contractor's Team's Principal Contacts. The proposed team must remain constant throughout the life of the Task Order Program. Providence Traffic Engineering must be informed of any changes in personnel and/or if in the event key personnel are no longer available, Providence Traffic Engineering reserves the right to terminate this agreement.

**Table of Contents**

The table of contents is a listing of the Technical Proposal outlining the chapters or sections names with their corresponding page numbers. In addition to chapter names, it includes bullet points of the sub-chapter headings or subsection headings.

**Organizational Chart**

Provide an organizational chart detailing the structure of the Contractor's proposed team and the roles the key individuals will provide. The chart should delineate those key roles noted above and include any others that may be pertinent to completing the task order assignments. The chart shall also delineate the "chain of command" and identify the major functions to be performed and their reporting relationships for Task Orders.



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**Resumes of Key Personnel**

Identify and provide resumes, licenses, and certifications for the following key personnel performing the functions whose skills and experience reflect the qualifications requested under this solicitation and as described below:

- a. Principal Owner(s) – The individual(s) responsible for the overall ownership and management of the Contractor and its operations.
- b. Project Manager – This individual shall be responsible for Task-Order management and the coordination and direct supervision of the staff performing the Task Order assignments. They will also act as the liaison between the Contractor and Providence Traffic Engineering for all assigned Task Orders. Minimum of five (5) years construction project management experience required.
- c. Project Superintendent(s) – This individual(s) will be responsible for the day-to-day supervision of the work being performed under a task order assignment and ensuring the work is being performed in conformance with the Task-Order Documents and applicable standards. This individual(s) will report to the Project Manager.

Resumes for more than one project superintendent may be submitted as there is the potential for ongoing simultaneous task order assignments. Minimum of five (5) years superintendent experience required. Any Sub-Contractors to be used on individual task order assignments only. Any sub contractors will not be in key personnel roles and shall submit their qualifications per task order assignment only.

**Licenses and Certificates**

Respondents must demonstrate adequately trained staff necessary to complete the scope of services in a timely manner. Respondents shall include any applicable certification(s) and/or professional registration(s) which are pertinent to this project initiative.

**Required Forms**

The forms included in this solicitation must be included in the proposal submission.

**Past Experience/Completed Projects:**

Providence Traffic Engineering will consider each Contractor’s past experience for previous work on comparable completed projects as related to the solicitation’s requirements. Contractors shall submit a list of comparable work performed within the past five (5) years. Contractors may submit project examples of similar work completed for RIDOT, other State DOTs, Federal Agencies, or municipalities.

- a. Provide at least 5, but no more than 10, completed Projects, with a minimum construction cost each of \$100,000 completed by the Prime Contractor within the past five (5) years that best illustrate the Contractor’s ability to perform the work included under the solicitation. Companies that have not been in existence for 5 years, must have principals within the company (at least 3 in managerial roles) that have served as the lead project manager on at least five (5) projects with a minimum construction cost each of



\$100,000 completed within the past five (5) years. For each project, provide the project name, client/owner's name, address, principal contact with current phone number and email address, dates of design/construction, construction value and description of the work involved.

- b. Provide locations where the contractor has successfully installed new signal and/or electrical infrastructure.
- c. List the locations where the contractor has performed repairs of signal and/or electrical infrastructure.

### **Current Workload**

Provide a list of all contracts the Contractor currently has, including any Task Orders, the Contract/Task Order amount, the anticipated start and completion dates, and list of projects on backlog.

### **Proposed Schedule**

The Bid Contract will be awarded to the successful bidder or bidders for a period of one year. The Bid Contract, upon mutual consent between the successful bidder or bidders and the City of Providence will be extended for one year intervals. Up to 2 one year interval extensions will be allowed.





**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**Evaluation Criteria**

A Technical Evaluation Group (TEG) will be convened by Providence Traffic Engineering to evaluate all proposals. Proposals shall be evaluated on a “Pass/Fail” basis. All criteria must receive an evaluation of “Pass” for a Respondent’s potential inclusion on the resulting qualified vendor’s list. Any respondent with a “Fail” determination will be dropped from further consideration.

<b>Selection Criteria</b>	<b>Score</b>
Transmittal Letter	PASS/FAIL
Organizational Chart	PASS/FAIL
Resume of Key Personnel	PASS/FAIL
Licenses / Certifications	PASS/FAIL
Required Forms	PASS/FAIL
Past Experience / Completed Projects	PASS/FAIL
Current Workload Form	PASS/FAIL
Provide locations where the contractor has successfully installed new signal and/or electrical infrastructure	PASS/FAIL
List the locations where the contractor has successfully performed repairs of signal and/or electrical infrastructure.	PASS/FAIL



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

## **SUPPLEMENTAL INFORMATION**

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

**All bids submitted to the City Clerk become public record.** Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

**You must be able to provide:**

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



**BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND**

terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.