



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: Annual Physical and Entrance Physical Exam Services, Three Year Contract

Procurement/MinuteTraq #: 45620

Date to be opened: 7/15/2024

Issuing Department: Providence Fire Department

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
 - 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
 - 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: Derek Silva
 - Title: Chief of Department
 - Email Address: Dsilva@providenceri.gov

Pre-bid Conference

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

Deadline for questions submissions:

QUESTIONS ARE DUE FRIDAY JULY 5, 2024 BY 4PM



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 7/15/2024

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 3rd 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/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd 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 here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> • Nonprofit organizations are not required to complete the rest of this form. • 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 					
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 foregoing statements are true and correct.					
Prime Contractor/Vendor Signature			Title	Date	
Subcontractor/Supplier Signature			Title	Date	

***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, 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.

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

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

Scope of Work

Annual Physical Exams and Entrance

Proposed Schedule

07/15/24

Evaluation Criteria

PROVIDENCE FIRE DEPARTMENT

ANNUAL PHYSICAL EXAMS AND ENTRANCE PHYSICAL EXAMS

SECTION 1 - INTRODUCTION

The Providence Fire Department (PFD) is soliciting bids from qualified physicians, medical practices, and other qualified entities to provide medical services as described elsewhere herein, and in accordance with the terms of this Request and the City of Providence's General Conditions of Purchase.

Three Year Contract with Two Additional Renewal Years

SECTION 2 – BACKGROUND

The Providence Fire Department currently has 415 sworn members, each of whom is required to have a physical examination each calendar year.

Additionally, there is a requirement to provide baseline medicals when the PFD is conducting a recruitment and testing process. The department is actively recruiting new recruits and medical exams will be potentially scheduled in fall of 2024.

SECTION 3 – SCOPE OF WORK

GENERAL DESCRIPTION:

Sworn personnel (physical exam):

The basic scope of service shall be a standard in-service physical examination as outlined in NFPA standard 1582 (see below), consisting of the following exam components:

1. Comprehensive occupational and medical history;
2. Physical assessment,
3. Documentation of vital statistics (height, weight, blood pressure, etc.);
4. Complete audiogram (500-8,000 hz);
5. Complete binocular vision examination (color, near distance, depth peripheral);
6. Standard twelve-lead electrocardiogram, with interpretation;
7. Chest x-ray (every five years);
8. Urinalysis;
9. Glucose blood test – (fasting)
10. CBC with diff
11. Electrolytes
12. Renal functions
13. Liver function
14. Total cholesterol, HDL, LDL
15. Pulmonary function test
16. Tb screening

17. Flu vaccine
18. Tdap vaccine (every 10 years)
19. PSA (over 40 years)

li. Recruit enlistment physical exam:

The basic scope of service shall be a standard in-service physical examination, consisting of the following:

1. Comprehensive occupational and medical history;
2. Physical assessment;
3. Documentation of vital statistics (height, weight, blood pressure, etc.);
4. Audiogram
5. EKG resting
6. Hair follicle drug test
7. Heavy metals blood
8. Hepatitis b
9. Hepatitis c
10. Osha respirator questionnaire
11. Pulmonary function test
12. Rapid 5 panel urine test
13. Tb skin test
14. Vision titmus/color perception
15. Chest x-ray (2 view)
16. PSA (over age 40)

lii. Ancillary tests/services may be required as part of special team exams, i.e. hazmat, dive team, special hazards, etc.

1. Heavy metals urine
2. Heavy metals blood
3. Hepatitis c panel
4. Hepatitis b panel
5. Hepatitis b
6. Blood type
7. G6pd
8. Sickle cell
9. Tdap vaccine
10. Hepatitis b vaccine
11. Hepatitis a vaccine
12. Polio vaccine
13. MMR vaccine
14. Varicella vaccine
15. HIV screening
16. Occult blood

Finally, the consulting physician will make recommendations for additional or specialized medical treatment, and referrals as requested by the PFD.

REQUIREMENTS:

The provider shall perform all examinations and testing, and provide written reports (including interpretations, evaluations, and recommendations) to the individual members' home address within ten (10) working days of examination. Additionally, the medical provider shall provide written and verbal feedback to sworn personnel concerning health risks and their health status as well as a health risks analysis to accurately measure the sworn personnel's understating of their health.

The Providence Fire Department will only receive notification from the medical provider that the member has completed his/her physical exam and whether or not they are capable of performing the duties of a firefighter.

QUALIFICATIONS:

1. The provider shall be (or shall employ) board-certified physicians licensed to practice medicine within the State of Rhode Island.
2. The provider shall have available, a female physician for the examination of female firefighters, if requested.
3. The examination services covered by this request will be conducted by a physician or where permitted by a qualified paraprofessional.
4. The provider must be a participating provider with Blue Cross Blue Shield.
5. The provider must have office locations within the City of Providence with sufficient parking for multiple fire apparatus at one time.
6. The provider must have the capability to accommodate up to twelve (12) sworn members at one time.

2022 Edition of NFPA Standard 1582

Chapter 7

7.1 General.

7.1.1 The fire department shall establish and maintain a confidential occupational medical evaluation program for members.

7.1.2 Occupational medical evaluations shall be conducted as a baseline for surveillance and annually thereafter.

7.1.3* An occupational medical evaluation shall be performed following a member's occupational exposure, illness, injury, or protracted absence from the job.

7.1.3.1 The scope of that evaluation shall be determined by the fire department physician after reviewing the type and severity of the condition.

7.1.4 The components of the medical evaluations shall conform to all applicable U.S. OSHA standards, including 29 CFR 1910.120, "Hazardous waste operations and emergency response"; 29 CFR 1910.134, "Respiratory protection"; 29 CFR 1910.95, "Occupational noise exposure"; and 29 CFR 1910.1030, "Bloodborne pathogens."

7.2 Member Education Regarding Occupational Medical Evaluation Program.

7.2.1 The fire department, the fire department physician, and member organizations where they exist shall be responsible to convey the purposes and importance of the annual occupational medical evaluation to members and to the AHJ.

7.2.2 The purpose of the annual occupational medical evaluation of members shall include but cannot be limited to the following:

- (1) Identifying conditions that interfere with a member's physical or mental ability to safely perform essential job tasks without undue risk of harm to self or others
- (2) Monitoring the effects of exposure to specific biological, physical, or chemical agents on individual members
- (3) Detecting changes in a member's health that can be related to harmful working conditions
- (4) Detecting patterns of disease or injury occurrence in the workforce that could indicate underlying work-related problems
- (5) * Providing members with information about their current health, promoting wellness, and referring them for appropriate further evaluation and treatment
- (6) Providing members with information and education about occupational hazards
- (7) Providing a cost-effective investment in work-related disease prevention, early detection, and health promotion for members
- (8) Complying with federal, state, provincial, local, and/or other jurisdictional requirements

7.3 Timing of the Annual Occupational Medical Evaluation of Members.

7.3.1 All members shall receive a baseline medical evaluation after hiring and prior to performing firefighter emergency functions and at least annually thereafter.

7.3.2 The baseline medical evaluation shall include the components of the annual occupational medical evaluation not performed as part of the candidate medical evaluation, provided the candidate medical evaluation was performed within the past 12 months.

7.3.3 The annual evaluation shall be completed every 12 months (± 3 months).

7.3.4 Annual medical evaluations shall be compared to baseline and subsequent evaluations to identify clinically relevant changes.

7.3.5 The interval requirements for performance of the annual occupational medical evaluation shall not preclude more frequent medical evaluations of members for new or recurring conditions when requested by the member, fire department physician, or AHJ.

7.4 Components of the Annual Occupational Medical Evaluation of Members.

7.4.1 All components listed in Section **7.5** through Section **7.7** shall be included in the baseline and annual occupational medical evaluations of members.

7.4.2 It shall be acceptable for certain components of the annual occupational medical evaluation to be performed by a member's private physician, provided full results are forwarded in the required time frame to the fire department physician.

7.4.3 Each medical evaluation shall include a medical history, including exposure and behavioral health histories; physical examination; blood tests; urinalysis; vision tests; audiograms; spirometry; chest x-ray, as indicated; ECG; cancer screening, as indicated; and immunizations and infectious disease screening, as indicated.

7.4.4 Tests for illegal drugs shall not be performed as part of the annual medical evaluation.

7.5 Medical History.

7.5.1* A medical history questionnaire shall be completed by each member to provide baseline information with which to compare future medical concerns.

7.5.2 An annual medical history questionnaire, which includes changes in health status and known occupational exposures since the previous annual evaluation, shall be completed by each member to provide follow-up information.

7.5.3 Information on the questionnaire and interval concerns shall be reviewed with each member by the fire department physician or designated medical evaluator.

7.6 Physical Examination The annual physical examination shall include each of the following components:

- (1) Vital signs [temperature, pulse, and respiratory rate, and blood pressure (BP)]
 - (a) BP shall be measured according to the recommendations of the ***Seventh Report of the Joint National Committee on Prevention, Detection, Evaluation, and Treatment of High Blood Pressure (JNC 7)***
- (2) Head, eyes, ears, nose, and throat (HEENT)
- (3) Neck
- (4) Cardiovascular
- (5) Pulmonary
- (6) Breast

- (7) Gastrointestinal with digital rectal exam as clinically indicated
- (8) Hernia
- (9) Lymph nodes
- (10) Neurological
- (11) Musculoskeletal
- **(12)*** Skin (includes screening for cancers)
- (13) Vision

7.7 Ancillary Tests.

7.7.1* Blood Tests.

Blood tests shall be performed for firefighters, at minimum, every three years for those under the age of 40, and every year for those over the age of 40, and shall include the following:

- (1) CBC with differential, RBC indices and morphology, and platelet count
- (2) Electrolytes (Na, K, Cl, HCO₃, or CO₂)
- (3) Renal function (BUN, creatinine)
- (4) Glucose
- (5) Liver function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase)
- (6) Total cholesterol, HDL, LDL, clinically useful lipid ratios (e.g., percent LDL), and triglycerides

7.7.2 Urine Laboratory Tests.

The urine laboratory tests required shall include the following:

- (1) Dipstick analysis for glucose, ketones, leukocyte esterase, protein, blood, and bilirubin
- (2) Microscopic analysis for RBC, WBC, casts, and crystals if indicated by results of dipstick analysis
- (3) Analysis for occupational chemical exposure if indicated

7.7.3* Audiology.

Hearing thresholds shall be assessed annually in each ear at each of the following frequencies:

- (1) 500 Hz
- (2) 1000 Hz
- (3) 2000 Hz
- (4) 3000 Hz
- (5) 4000 Hz
- (6) 6000 Hz
- (7) 8000 Hz

7.7.3.1 The fire department physician or other qualified medical evaluator shall compare audiogram results obtained during yearly evaluations with baseline and subsequent test results.

7.7.3.2 Standard threshold shifts shall be corrected for age as permitted by OSHA.

7.7.4 Spirometry.

7.7.4.1* Pulmonary function testing (spirometry) shall be conducted annually to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV₁), and the absolute FEV₁/FVC ratio.

7.7.4.2 The fire department physician or other qualified medical evaluator shall compare spirometry results obtained during yearly evaluations with baseline and subsequent test results.

7.7.4.3* FEV₁ and FVC results shall be expressed as the absolute value (liters or milliliters) and as percent predicted adjusted for gender, age, height, and ethnicity using NHANES III normative equations.

7.7.5 Chest Radiographs.

7.7.5.1 Chest x-rays shall include an initial baseline and shall be repeated as medically indicated.

7.7.5.2 The fire department physician or other qualified medical evaluator shall compare any chest radiographs with baseline and subsequent radiographs.

7.7.6 Electrocardiograms (ECGs).

7.7.6.1 A resting 12-lead ECG shall be performed as part of the baseline medical evaluation and shall be performed annually after age 40 or as clinically indicated.

7.7.6.2 The fire department physician or other qualified medical evaluator shall compare baseline and subsequent ECGs.

7.7.6.3 The fire department physician or other qualified medical evaluator shall compare baseline and subsequent stress tests, when available, to identify clinically relevant changes.

7.7.7 Risk Stratification.

7.7.7.1 Asymptomatic firefighters 40 years of age or older with no known atherosclerotic cardiovascular disease (ASCVD) shall be assessed annually for their 2-year or 10-year risks of ASCVD, defined as coronary death, nonfatal myocardial infarction, or fatal or nonfatal stroke.

7.7.7.2 Asymptomatic firefighters younger than 40 years of age known to be at high risk for ASCVD shall be assessed for coronary artery disease.

7.7.7.3 The 2-year Framingham risk tables or the 10-year heart risk calculator created by the American College of Cardiology/American Heart Association (ACC/AHA) shall be used to generate a 2-year or 10-year risk of ASCVD, taking into consideration the individual's age, sex, race, total cholesterol, high-density lipoprotein (HDL) cholesterol, systolic blood pressure, blood-pressure-lowering medication use, diabetes status, and smoking status.

7.7.7.3.1 Those members assessed as being at an ASCVD risk of ≥ 2 percent over the next 2 years or ≥ 5 percent over the next 10 years shall be counseled on risk factor reduction and referred to their PCP for risk factor reduction options.

7.7.7.3.1.1* Those members assessed as being at 2–4 percent ASCVD over the next 2 years or 10 to <20 percent risk of ASCVD over the next 10 years shall be further evaluated using symptom-limiting exercise stress testing (EST) with imaging [e.g., echocardiography, technetium (99mTc) sestamibi study] to at least 12 METs.

7.7.7.3.1.2 Negative ESTs shall be repeated at least every 2 to 5 years or as clinically indicated.

7.7.7.3.1.3 Positive ESTs shall be referred to a cardiologist for further evaluation and treatment.

7.7.7.3.2 Those members being assessed as being at 4 percent risk of ASCVD over the next years shall be referred to a cardiologist for further evaluation and treatment.

7.7.8 Mammography.

7.7.8.1 Mammography shall be performed on each female member bi-annually for those over the age of 40 and annually for those over the age 50 or as clinically indicated.

7.7.8.2 A qualified radiologist shall compare mammograms to prior mammograms.

7.7.8.3 The fire department physician shall compare mammography reports to prior reports.

7.7.9 Immunizations and Infectious Disease Screening.

The following infectious disease immunizations or infectious disease screenings shall be provided, as indicated:

(1)* Tuberculosis (TB) screening—baseline, by either tuberculin skin testing using the tuberculin purified protein derivative (PPD) or the tuberculin blood test (i.e., interferon gamma release assay); subsequent tuberculosis screening to be performed annually or at a frequency according to CDC guidelines unless the

- member has history of a positive tuberculin screening test, in which case CDC guidelines for management and subsequent chest radiographic surveillance apply
- (2) Hepatitis C virus screening —baseline, following occupational exposure, and if requested by the fire department physician or member
 - (3) Hepatitis B virus vaccinations and titers—as specified in CDC guidelines; laboratory confirmation of immunity to be tested 1–2 months after completion of the vaccination 3 dose series
 - (4)* Tetanus/diphtheria (Td) or Tetanus/diphtheria/pertussis (Tdap) vaccine—Tdap vaccine should be given once to replace the one Td booster which is given every 10 years or the 5-year wound management Td dose
 - (5)* Measles, mumps, rubella vaccine (MMR)—in absence of documented immunity, two doses of MMR to be administered according to current immunization guidelines
 - (6) Polio vaccine—a single booster of IPV for members traveling to endemic areas in the line of duty, or as outlined in the *Morbidity and Mortality Weekly Report* article, “Poliomyelitis Prevention in the United States: Updated Recommendations of the Advisory Committee on Immunization Practices (ACIP)”
 - (7) Hepatitis A vaccine offered to high-risk personnel [HAZMAT, USAR, and SCUBA] and other personnel with frequent exposure to contaminated water
 - (8) Varicella vaccine—offered to all non-immune personnel
 - (9) Influenza vaccine — offered to all personnel annually unless required by state or local regulations
 - (10) HIV screening—baseline, following occupational exposure, and if requested by the fire department physician or member

7.7.9.1 Pre-screening and immunization against biological threat agents shall be made available to members following CDC guidelines or recommendations.

7.7.9.2* All members shall be offered immunizations against infectious diseases as required by the AHJ and by 29 CFR 1910.1030, “Bloodborne pathogens”

7.7.9.3 The fire department physician shall ensure that all members are offered currently recommended immunizations.

7.7.10 Post-Exposure Bloodborne Pathogen Testing.

7.7.10.1 Physicians who care for members shall follow current CDC recommendations for post-exposure prophylaxis (PEP) for bloodborne pathogen (BBP) exposures.

7.7.10.2* There shall be a written protocol for members who present with BBP exposures.

7.7.11 HIV Testing. HIV testing shall be offered on a confidential basis as part of post-exposure protocols and as requested by the fire department physician or member.

7.7.11.1 All results from HIV tests shall be provided directly to the member and shall be maintained by the physician as confidential documents.

7.7.11.2 Results from HIV tests shall not be forwarded to any local, state, provincial, national, or international authorities or databases unless mandated by public health statutes.

7.7.12 Heavy Metal Evaluation.

7.7.12.1 Baseline testing for heavy metals shall be required when indicated by known exposure or substantial risk.

7.7.12.2 Evaluations shall be performed following known exposures, for recurrent exposures, or where required under federal, state, or provincial regulations.

7.7.13 Colon Cancer Screening.

7.7.13.1* Stool based blood testing risks and benefits shall be discussed with all members above the age of 40, or earlier if clinically indicated.

7.7.13.2* Visual exams (e.g., colonoscopy, CT colonoscopy, or flexible sigmoidoscopy) or stool-based testing shall be recommended to all members ages 45 to 75, or earlier if clinically indicated and repeated at regular intervals.

7.7.14* Prostate Cancer.

7.7.14.1 Due to increased prostate cancer risk, the fire department physician shall discuss the risks and benefits of prostate cancer screening, including prostate-specific antigen (PSA) testing, with all male firefighters beginning at age 50 and annually thereafter.

7.7.14.2 For firefighters who are at a higher risk for prostate cancer (e.g., African-Americans or where one or more first-degree relatives have been diagnosed with prostate cancer at an early age), the physician shall discuss the risks and benefits of prostate cancer screening, including PSA testing, beginning at age 40 and annually thereafter.

7.7.15 Lung Cancer Screening.

7.7.15.1 Low-dose computed tomography (LDCT) shall be performed annually on firefighters ages 50–74 who have at least a 20-pack-per-year smoking history and currently smoke or have quit within the past 15 years.

7.7.15.2 Screening shall be discontinued once a firefighter has not smoked cigarettes for 15 years or is too ill to benefit.

7.7.16 Cervical Cancer Screening. Female firefighters shall be screened for cervical cancer with cytology (i.e., Pap smear) every 3 years from ages 21 to 65 or, for

firefighters who want to lengthen the screening interval, with high-risk human papillomavirus (HPV) testing with or without cytology every 5 years.

7.7.17 Testicular Cancer Screening.

7.7.17.1 A baseline examination shall be performed by a health care provider.

7.7.18 Bladder Cancer Screening.

7.7.18.1 Urine shall be evaluated for blood (hematuria).

7.7.18.2 A positive dipstick for hematuria shall require a follow-up and referral which could involve upper tract imaging, cystoscopy, and/or urine cytology.

7.7.19 Oral Cancer Screening.

7.7.19.1 The entire mouth shall be examined for signs of oral and oropharyngeal cancers.

7.7.20 Thyroid Cancer Screening.

7.7.20.1 Physical exam for palpable nodules shall be part of the annual physical examination.

7.7.21 Skin Cancer Screening. Physical exam of a member's skin shall be conducted annually for evidence of cancer.

7.7.22 Sleep Disturbance Screening.

7.7.22.1 Screening for sleep disorders using a validated questionnaire, such as the Berlin Questionnaire or Epworth Sleepiness Scale, shall be provided annually.

7.7.22.2* For firefighters with a high index of suspicion for a sleep disorder based on questionnaires or biometric data, the physician shall discuss the risks and benefits of testing and treatment.

7.7.23* Cancer and Cardiovascular Disease Risk Reduction.

7.7.23.1 The fire department physician shall annually inform members of the heightened risks of cardiovascular disease and various types of cancer associated with firefighting.

7.7.23.2 In addition to medical screening for these entities as outlined in this standard, the member shall be apprised of occupational routes of hazardous exposures related to firefighting, as well as common signs, symptoms, and preventive measures for both cardiovascular disease and cancers.

7.7.24 Occupational Stress Awareness Consultation.

7.7.24.1 The fire department physician shall, during the annual physical, inform the member of, and assess for the heightened risks of, stress associated with occupational exposures related to firefighting.

7.7.24.2 The fire department physician shall make the member aware of common adverse signs and symptoms of occupational stress, inform the member of practices that might limit the damaging effects of occupational stress, and provide the member with referral to licensed behavioral health specialists trained to recognize and treat stress-related disorders in first responders as indicated.

7.7.25 Hormone Imbalance Awareness Consultation. During the annual physical, the fire department physician shall inform the member of the heightened risks of certain hormone therapy, such as testosterone therapy in male members, that can have adverse effects on a member's health.

7.7.26 Behavioral Health Screening.

7.7.26.1* The fire department physician or qualified healthcare provider shall, in advance of or during the annual physical, provide behavioral health screening for posttraumatic stress disorder (PTSD), major depressive disorder, active suicidality, and substance-use disorder.

7.7.26.1.1 Prior to conducting screening, the fire department physician or qualified healthcare provider shall provide the member a written explanation of the purpose of behavioral health screening.

7.7.26.1.2 The behavioral health screening explanation shall state behavioral health screening is not intended to provide a diagnosis but to identify symptoms that might indicate a behavioral health risk and warrant further evaluation.

7.7.26.1.3 The behavioral health screening explanation shall state that screening results will be kept strictly confidential.

7.7.26.1.4 Behavioral health screening results shall not be used to remove a member from duty, unless the member displays an imminent threat to the physical safety of self or others.

7.7.26.2 The fire department physician or qualified healthcare provider shall use a validated screening instrument to screen for PTSD, major depressive disorder, active suicidality, and substance-use disorder. *(See Annex E.)*

7.7.26.3 Self-Screening.

7.7.26.3.1 An incumbent firefighter shall be provided with the selected screening instruments in self-administered format, where applicable, to complete prior to entering their annual physical exam.

7.7.26.3.2 Screening results shall be reviewed and interpreted by the department physician or qualified healthcare provider prior to or during the annual physical exam.

7.7.26.4 Referrals.

7.7.26.4.1 An incumbent firefighter who screens positively for PTSD, major depressive disorder, or substance-use disorder shall receive a referral to a qualified behavioral health care provider.

7.7.26.4.2 A fire department shall provide the fire department physician or qualified healthcare provider conducting the annual screening a referral list of three preferred behavioral health providers that was updated in the last six months.

7.7.26.5* An incumbent firefighter who displays a threat to their physical safety or the safety of others at the time of their annual examination shall be referred to a qualified behavioral health care provider or facility for an emergency psychiatric evaluation.

**Providence Fire Department
Three Year Contract**

Physical Exam Component as Outlined in NFPA Standard 1582

		Year 1	Year 2	Year 3
Medical History				
Physical Exam				
Audiogram				
Vision Screening				
EKG				
Urinalysis				
Glucose				
CBC With Diff				
Electrolytes				
Renal Functions				
Liver Function				
Total Cholesterol, HDL, LDL				
Pulmonary Function Test				
TB Screening				
FLU Vaccine				
Chest X-Ray (Every Five Years)				
PSA (over 40 years of age)				
Tdap Vaccine (10 years)				

**Providence Fire Department
Three Year Contract**

Recruit Entrance Exam

		Year 1	Year 2	Year 3
Medical History				
Physical Exam				
Audiogram				
EKG				
Hair Follicle Drug Test				
Heavy Metals Blood Test				
Urinalysis				
Hepatitis B				
Hepatitis C				
CBC With Diff				
OSHA Respirator Questionnaire				
Pulmonary Function Test				
Rapid 5-Panel Urine Test				
TB Screening				
Vision Screening				
Chest X-Ray				
Electrolytes				
PSA (over 40 years of age)				

**Providence Fire Department
Three Year Contract**

Ancillary Tests Needed as Part of Special Team Exams, E.G. Hazmat or Dive Team

		Year 1	Year 2	Year 3
Heavy Metals Urine				
Heavy Metals Blood				
Hepatitis C Panel				
Hepatitis B Panel				
Hepatitis B Titer				
Blood Type				
G6PD				
Sickle Cell				
Tdap Vaccine				
Hepatitis B Vaccine				
Hepatitis A Vaccine				
Polio Vaccine				
MMR Vaccine				
Varicella Vaccine				
HIV Screening				
Occult Blood				



**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.
- **USE THESE BULLETS TO OUTLINE ITEMS YOU WILL NEED VENDORS TO PRODUCE ON REQUEST IF YOU SEEK TO AWARD THIS BID TO THEM.**



**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.