

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VINCERE PHYSICIANS GROUP PLLC**

This Linking Agreement (“Agreement”) is entered into as of this 10 day of December, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Vincere Physicians Group PLLC, an Arizona Professional Limited Liability Company, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On October 21, 2022, the City of Tempe, a member of the Cooperative Purchasing Agreement, entered into a contract with Contractor to purchase the goods and services described in Contract No. T23-039-01 (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.**

- A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was October 21, 2022, until the date the contract terminates on October 20, 2023, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond October 20, 2027. The initial period of this Agreement is the period from the Effective Date of this Agreement until October 20, 2025.
- B. The City may extend the term of this Agreement for two (2) years on an annual basis if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the

Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed One hundred and ten thousand dollars (\$110,000.00) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Ryan Freeburg
11550 W. Glendale Ave.
Glendale, AZ 85307

and

Vincere Physicians Group PLLC
Attn: Dr. Vershalee Shukla
7469 E. Monte Cristo Avenue
Scottsdale, AZ 85260
drshukla@vincerecancer.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Vincere Physicians Group PLLC,
an Arizona Professional Limited Liability Company

By:  _____

Name: Dr. Vershalee Shukla
Title: Authorized Representative

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VINCERE PHYSICIANS GROUP PLLC**

**EXHIBIT A
CITY OF TEMPE CONTRACT NO. T23-039-01**

Contract Renewal Notice

Contract Number T23-039-01
Contract Description Cancer Screening for Firefighters

Date July 29, 2024

98574

Vincere Physicians Group
Vershalee Shukla
7469 E. Monte Cristo Avenue
Scottsdale, AZ 85260

Renewal Information

Beginning October 21, 2024
Ending October 20, 2025
Renewal 2 of 4

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Vincere Physicians Group certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Officer Lisa Goodman, NIGP-CPP, CPPO, 480-350-8533 lisa_goodman@tempe.gov
Procurement Specialist Paola Leyva 480-350-8682 Paola_leyva@tempe.gov

To Be Completed and Signed By Vincere Physicians Group

Contract Number T23-039-01
Contract Description Cancer Screening for Firefighters

Contractor's Name Vincere Physicians Group

Contractor's Mailing Address 7469 E. Monte Cristo Avenue Scottsdale, AZ 85260

Printed name of person signing

Vershaile Shukla

Phone Number

716-992-8730

email Address

ashukla@vinceremedical.com

Contractor's Authorized Signature

Vershaile Shukla

Aug 30/ 2024

Date

City of Tempe Contract Renewal Acceptance

Lisa Goodman
Lisa Goodman (Sep 7, 2024 20:21 PDT)

Lisa Goodman, NIGP-CPP, CPPO, CPPB
Officer Date

Michael Greene
Michael Greene (Sep 8, 2024 09:20 PDT)

Michael Greene, CPM, CPPO
Procurement Administrator Date



AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488
SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

V. Shukla
Signature

Aug 28/2024
Date

Veronica Shukla
Print Name

900AM
Title

Vincere Construction
Company Name



Financial Services
Procurement Office
20 E 6th Street
Tempe, AZ 85281

Contract Renewal Notice

Contract Number T23-039-01
Contract Description Cancer Screening for Firefighters

Date May 16, 2023

98574

Vincere Physicains Group
Vershalee Shukla
7469 E. Monte Cristo Avenue
Scottsdale, AZ 85260

Renewal Information

Beginning	October 21, 2023
Ending	October 20, 2024
Renewal	1 of 4

Contract Renewal Information

The City of Tempe is requesting renewal of the above mentioned contract under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe.

If the contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Vincere Physicains Group certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Lisa Goodman, NIGP-CPP, CPPO, 480-350-8533	Lisa_Goodman@tempe.gov
Procurement Specialist	Paola Leyva 480-350-8682	Paola_Leyva@tempe.gov



AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488
SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

V. Smukla
Signature

5/22/2023
Date

Vernice Smukla
Print Name

Radiation Oncology
Title

Vincere Physician Group
Company Name

To Be Completed and Signed By Vincere Physicains Group

Contract Number T23-039-01
Contract Description Cancer Screening for Firefighters

Contractor's Name Vincere Physicains Group

Contractor's Mailing Address 7469 E. Monte Cristo Avenue Scottsdale, AZ 85260

Printed name of person signing Vershalee Shukla

Phone Number 480-306-5390

email Address drshukla@vinceremedical.com

Contractor's Authorized Signature

V Shukla, MD

5/22/2023
Date

City of Tempe Contract Renewal Acceptance

Lisa Goodman

Lisa Goodman, NIGP-CPP, CPPO, CPPB
Procurement Officer

Date

MA

Michael Greene (Jun 2, 2023 10:04 PDT)

Michael Greene, CPM, CPPO
Procurement Administrator

Date

Contract Award Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281



Contract Number: T23-039-01
Description: Cancer Screening for Firefighters

Issue Date: 10/21/2022

98574

Vincere Physicians Group

Attn: Vershalee Shukla
7469 E. Monte Cristo Avenue
Scottsdale, AZ 85260

Phone: 480-306-5390

Cell: 713-992-8733

Email: drshukla@vincerecancer.com

Award Period

Beginning: 10/21/2022

Ending: 10/20/2023

Potential Renewals: 4, 1-Year Renewal Options

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements. Invoices are to be sent directly to the requesting department.

Award Information

Item	Description	Cost
1.	QT breast ultrasounds for all female firefighters 30 years and older	\$600.00 Each
2.	Low dose lung CT for all firefighters and fire inspectors 35 years and older	\$400.00 Each
3.	Whole body MRI for all firefighters and fire inspectors 35 years and older	\$2,500.00 Each
4.	Galleri cancer blood testing for all firefighters and fire inspectors	\$950.00 Each
5.	Prostate cancer screen for all male firefighters and fire inspectors 35 years and older	\$200.00 Each
6.	Full body skin exams for all firefighters and fire inspectors 35 years and older (includes biopsies)	\$200.00 Each
7.	Oncology consults, exams and follow-up for all firefighters and fire inspectors	\$180.00 Each
Optional Services		
8.	Endoscopy for firefighters and fire inspectors 40 years and older	\$3,500.00 Each
9.	Colonoscopy for firefighters and fire inspectors 40 years and older	\$4,000 Each
10.	Blood work and biomarkers (CBC with differential, BMP, Blood Protein, Electrophoresis, IG, PSA, CA-125, HCG, calcitonin, AFP)	\$395.00 Each (Female) \$450.00 Each (Male)



REQUEST FOR PROPOSAL

RFP# 23-039 CANCER SCREENING FOR FIREFIGHTERS

RFP ISSUE DATE:
AUGUST 11, 2022

DEADLINE FOR INQUIRIES/QUESTIONS:
FRIDAY, AUGUST 26, 2022, AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
THURSDAY, SEPTEMBER 8, 2022, 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
LISA GOODMAN, NIGP-CPP, CPPO, CPPB
EMAIL: lisa_goodman@tempe.gov
PHONE: 480-350-8533

SUBMITTAL LOCATION: Due to the COVID Virus, Tempe will only accept an e-copy of the completed and signed proposal via e-mail to the following address:
Bids@tempe.gov

No hard copy proposals will be accepted at this time.

Table of Contents

General Instructions 3

Standard Terms and Conditions 8

Special Terms & Conditions and Instructions 17

Scope of Work 21

Proposal Questionnaire 23

Evaluation Criteria 25

Pricing Section..... 26

Vendor’s Offer..... 28

Anti-Discrimination Policy 29

Checklist for Submittal 31

General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer.
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

- A. "City" means the municipal corporation of the City of Tempe, Arizona.
- B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
- C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.
- D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
- E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
- F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
- G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
- H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.
- I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

General Instructions

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
5. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.
6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third- party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.
8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

General Instructions

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.
12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
 - A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.
14. **Technical Proposal Opening:** Technical proposals (as received in step one of a two-step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
15. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

General Instructions

16. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date).
18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe Per the location identified in the solicitation.
20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero (\$0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at salestax@tempe.gov
21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.
22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

General Instructions

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.
26. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered.
27. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.
28. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq.*, all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.
 - A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
 - B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq.*
 - C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
 - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

Standard Terms and Conditions

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.
10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

Standard Terms and Conditions

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/business/purchasing/save> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

Standard Terms and Conditions

- ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;
- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,
- iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

- i) Terminate the Contract;
- ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
- iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

Standard Terms and Conditions

18. **Force Majeure:**

- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- B. Force majeure shall not include the following occurrences:
 - i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Standard Terms and Conditions

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280
- [Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]
- Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.
26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

Standard Terms and Conditions

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

Standard Terms and Conditions

39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.
- The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.
43. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
44. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

Standard Terms and Conditions

45. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
46. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.
47. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
48. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
49. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for adequate evaluation, the City requires the proposal Offer in response to this Request for Proposal to be valid and irrevocable for ninety (90) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Pricing:**
 - A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.
 - B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accordance with the specifications stated in the Request for Proposal.
 - C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal.
7. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.
 - C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

Special Terms & Conditions and Instructions

8. Insurance:

- A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

- B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. Commercial General Liability

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance. Such policy shall contain a "severability of interests" provision.

b. Worker's Compensation

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

Special Terms & Conditions and Instructions

- C. **Additional Insured:** The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
 - D. **Coverage Term:** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
 - E. **Primary Coverage:** Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.
 - F. **Claim Reporting:** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
 - G. **Waiver:** The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
 - H. **Deductible/Retention:** The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
 - I. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
 - J. **Copies of Policies:** The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.
9. **Professional Liability:** The Contractor shall maintain professional liability insurance covering errors and omissions arising out of the services performed by the Contractor and/or any person(s) employed by it, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual certificates of insurance provided by Contractor to the City. In addition, Contractor shall maintain property coverage on an all-risk, replacement cost basis in an amount established by the City with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Contractor used in the completion of this Contract.
10. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Special Terms & Conditions and Instructions

11. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.
12. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

Scope of Work

The City of Tempe (City) is seeking to establish a contract for a cancer screening program for firefighters and fire inspectors. The resulting contract will be for an initial term of one year with four, one-year renewal options.

The Tempe Fire Medical Rescue Department (TFMRD) currently has 180 active firefighters and fire inspectors that will have the option to obtain the cancer screening services offered under this contract.

Background

The City was awarded an Assistance to Firefighters Grant (AFG) to fund cancer screening for Tempe firefighters. Cancer is the number one cause of death among firefighters, accounting for 32% of firefighter deaths. Under the grant, the City was awarded funding for all firefighters to receive an initial consult, dermatology consults, full body skin examinations, low-dose lung CT's and whole-body MRI's as applicable. The funding also provided all female firefighters age 30 and above, a QT ultrasound for breast cancer screening. All cancer screening services approved and funded through this grant were completed by July 6, 2021.

The cancer screening revealed the following anomalies: one potentially fatal renal cell carcinoma, five lung nodules, three renal cysts, two hepatic cysts, one pancreatic cyst, and one thyroid nodule. The City recognizes the dangers that firefighting possess and granted the TFMRD funding to continue screening for cancer.

Contractor Qualifications

1. Contractor shall have experience with and be in compliance with federal, state, local, American National Standards Institute (ANSI), Occupations Safety and Health Administration (OSHA), National Registry of Certified Medical Examiners and laws, rules and regulations of all other applicable regulations for the term of this contract.
2. Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein.
3. Contractor should have specialization relevant to fire service and be knowledgeable of the higher risk firefighters have to developing cancer.
4. Contractor shall not subcontract any segment or services herein without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements and terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.
5. Contractor shall have and maintain an adequate staff of experienced personnel capable of the successful accomplishment of the work to be performed under this contract.

Contractor Service Requirements

1. Contractor shall provide an initial consult, which includes a detailed assessment of their individual occupational exposure history, and medical and family history.
2. Contractor shall provide dermatology consults and full body skin examinations to screen for skin cancer.
3. Contractor shall provide low-dose lung CT (which screens for lung cancer) and whole-body MRI (which screens for cancer of the brain, head and neck, thyroid, lung and pleura, breast, kidneys, pancreas, bladder, uterus, and prostate, as well as multiple myeloma) to firefighters age 35 or older.
4. All females age 30 or older shall be offered QT ultrasound for breast cancer screening.
5. Contractor shall provide above standard customer service to firefighters by providing an excellent personal experience by having clear communication skills, being attentive, knowledgeable and establish a relaxed presence while working directly with employee.
6. Contractor shall have the ability to successfully interact with other medical professionals.

Scope of Work

7. Contractor shall be able to maintain all medical records pertaining to the firefighter, and if required, be able to transfer these records to a new provider at the end of this contract.
8. Contractor shall have the ability and may be required to explain and support medical decisions, as needed or requested by the City, including during any administrative and/or judicial proceedings related to the same.
9. Contractor shall maintain offices within the Phoenix metropolitan area. Preference will be given to Offerors located more closely to the City of Tempe boundaries.
10. Contractor shall follow all HIPAA requirements.

Initial Cancer Screening Tests/Exams

1. QT breast ultrasound for all female firefighters 30 and older
2. Low dose lung CT for all firefighters and fire inspectors 35 and older
3. Whole body MRI for all firefighters and fire inspectors 35 and older
4. Galleri cancer blood testing (or equivalent) for all firefighters and fire inspectors (approximately 180 tests)
5. Prostate cancer screening for all male firefighters and fire inspectors 35 and older
6. Full body skin exams for firefighters and fire inspectors 35 and older
7. Oncology consults, exams and follow-up for all firefighters and fire inspectors
8. Additional optional exams that may be offered to firefighters after the initial screening may include an endoscopy or colonoscopy for firefighters.

Below is a breakdown of the 180 active firefighters and fire inspectors by age:

Age Range	# of Firefighters and Fire Inspectors
Under 34 years	46
35-40 years	42
41-50 years	53
51-60 years	36
61 years and older	3

TFMRD will work closely with the physicians and healthcare staff to evaluate the effectiveness of the program and determine the impact of the program on firefighters. The goal is to work with the Contractor to develop a sustainable program which can continue for the term of the contract.

Medical Reporting Requirements

1. Contractor shall provide firefighters and fire inspectors with an exam report that details the results of their tests and if required, patient instructions for specialist visits and detailed tests required by physician. The report shall be easy to read and follow for the firefighter/inspector.
2. All medical exams provided to the firefighters shall have properly maintained medical notes and documentation. Contractor shall document in medical notes, when necessary, reasoning behind further testing.
3. Contractor shall gather and report lung nodule data from the low dose CT exam. TFMRD will utilize the data for the Fire Fighter Cancer Cohort Study (FFCCS) (www.ffccs.org). This study is the largest FEMA-funded national research project aimed at collecting and integrating firefighter epidemiologic surveys, biomarkers, and exposure data focused on carcinogenic exposure and health effects

Proposal Questionnaire

“Return this Section with your Response”

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided. Please format your responses to correspond to the questions in the order listed below.

1. Provide a brief history of your firm to include the years in business and the types of services your firm provides.
2. Identify all subcontractors that will be used in completion of this contract and the services they will be providing.
3. Identify the facilities that will be used to perform the services covered by the scope of work. Include the office hours and physical address for each location. List each facility's capabilities as it pertains to this contract.
4. Describe any previous experience your firm has performing work similar to the size and scope of the work.
5. Describe your knowledge with Fire Service safety and health. Identify the key issues and potential obstacles with respect to the scope of work. Provide your methodology to address and overcome all identified issues and obstacles.
6. Provide an organizational chart that identifies key project personnel by name and title. Provide contact information for the City's primary contact.
7. Provide a listing of proposed staff to include qualifications, experience to include resumes and applicable credentials to include licenses, certifications, and education.
8. Provide at least three (3) references for which your firm has provided work similar to the scope of work during the last three (3) years. References to include the following:
 - a. Organization/Agency name
 - b. Contact name
 - c. Contact phone number
 - d. Contact email address
 - e. Description and date of services provided and size of organization
9. Demonstrate an understanding of the scope of work and demonstrate your ability to successfully provide the required services.
10. Describe your firm's capacity to complete the cancer screening for the City's firefighters prior to June 15, 2023.
11. Describe your firm's method of approach conducting the cancer screening services. Provide a description of all services that will be provided.
12. Describe how account coordination between your firm and the TFMRD will be accomplished.
13. Describe the following standard billing practices:
 - a. How your firm ensures invoice amount corresponds with contract pricing.
 - b. Your firm's ability to clearly itemize the services to be provided on the invoice.
 - c. How discrepancies between the invoice amount and the contract pricing are corrected.
 - d. Coordination of billing between contractor and subcontractor.
14. Provide an example exam report that will be provided to each firefighter.
15. Do you agree to administer all services in compliance with HIPAA Privacy and Security?

Proposal Questionnaire

“Return this Section with your Response”

16. Indicate if your firm or any of its principals have been debarred or suspended from contracting with any public agency.
17. Identify any exceptions taken in regard to the terms and conditions provide herein. All exceptions shall be clearly defined and the changes requested clearly identified in the proposal response. Exceptions taken will be considered during the evaluation process. If no exceptions are taken, please provide a statement indicating that your firm accepts the City’s terms and conditions as provided herein.

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	Weight	X	Rating	=	Points
1.	Pricing	25	X		=	
2.	Fire service knowledge; experience and expertise of firm and key personnel to provide cancer screening services; references	25	X		=	
3.	Office locations, services and capability; subcontractors to be used and their locations	20	X		=	
4.	Methodology to perform scope of services; capacity to complete the cancer screening services for TFMRD prior to June 15, 2023	25	X		=	
5.	Quality and completeness of proposal; acceptance of the City's terms and conditions	5	X		=	
6.	Interview (if needed) – the overall quality of the interview will be evaluated to include the key personnel invited to participate and their demonstrated knowledge and approach to successfully performing services	10	X		=	
				Total	=	

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding	10
	9
Good	8
	7
	6
Average	5
	4
	3
Poor	2
	1
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

Pricing Section

“Return this Section with your Response”

[illegible]

* Applicable Tax _____ %

* State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.

Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Pricing Section

“Return this Section with your Response”

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:

Yesenia Loreda-Flores
Carlene Foster
Scott Gruber

Letters A – H and Numbers
Letters I – Z
General AP Inquiries and AP Checks

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit to Information

Company Name (as it appears on invoice): _____

Company Payment Remit to Address:

Street Address: _____

City, State, Zip: _____

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?

Yes

☐

No

☐

Will your company accept Payment via ACH (Automated Clearing House) for payment?

Yes

☐

No

☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offer

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

- _____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- _____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company

Checklist for Submittal

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	
3.	Proposal Questionnaire	
4.	Pricing Section	
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	
7.	Signed Addenda (if applicable)	

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
<https://www2.tempe.gov/bids/>

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VINCERE PHYSICIANS GROUP PLLC**

**EXHIBIT B
Scope of Work**

The schedule will be determined on an as needed basis and will be based on risk levels.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
VINCERE PHYSICIANS GROUP PLLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Pursuant to Page 3 of this contract.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$110,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See award attached with cost sheet.



VINCERE

CITY OF TEMPE CANCER SCREENING FOR FIREFIGHTERS

RFP # 23-039
SEPTEMBER 8, 2022



Vincere Cancer Center – First Responder Cancer Screening Program

Table of Contents

Introduction Letter	3
Proposal Questionnaire	6
History and Services Provided	6
Facilities	9
Previous Experience	9
Knowledge of Fire Service	10
Organization Structure	12
Staff	13
References	18
Understanding of Scope of Work	19
Method of Approach and Services Provided	20
Account Coordination	27
Sample Reports	28
HIPAA Compliance	39
Pricing	40
Additional Forms	
Vendor's Offer	42
Anti-Discrimination Policy.....	43
Checklist for Submittal	46
Thank You	47





September 7, 2022

Dear City of Tempe,

On behalf of Vincere Physicians Group / Vincere Cancer Center, attached is our proposal for "Cancer Screening for Firefighters (RFP #23-039)" for the City of Tempe.

Vincere Cancer Center, located in Scottsdale, Arizona, provides comprehensive cancer screening, treatment with radiation and surgery, research, and integrative therapies to cancer patients. Led by board-certified physician specialists, Vincere Cancer Center has its own radiation oncology center, AAAASF certified surgery center, CLIA-certified molecular and anatomical pathology lab, Breast Imaging and QT breast ultrasound.

Vincere Cancer Center's First Responder Cancer Screening Program is a comprehensive cancer screening program designed specifically for firefighters. This program has since expanded to include others who are deemed high-risk of cancer. Studies have shown that first responders, especially firefighters, have higher incidence rates of cancer and develop cancer at an earlier age compared to the general population. Based on the most recent scientific literature, Vincere's First Responder Cancer Screening Program begins screening earlier than general population recommended national guidelines to ensure detection of these early onset cancers. It also incorporates the latest technologies in screening, including whole-body MRI with artificial intelligence and QT ultrasound, to allow detection of more cancers and earlier cancers safely without the use of radiation. Vincere also utilizes the Galleri test, a new state-of-the-art screening test, scanning for methylation patterns in cell free DNA, which can detect over 50 cancers with a single blood test. Galleri blood test can detect the deadliest cancers with very high sensitivity and specificity. These cancers often have no routine screening. However, certain cancer types are not well detected with this method. Thus, Vincere also utilizes the StageZero Aristotle Test, the first mRNA based technology which has better sensitivities for screening younger patients and certain earlier cancers.

Currently, Vincere screens over 60 first responders each week in a multidisciplinary fashion. This allows for the first responder to have bloodwork, multiple provider visits and even imaging in one visit. Thousands of individuals, including over 3,000 first responders from multiple cities in Arizona, have been screened for cancer and over 90 cases of cancer have been detected. All of these cancers were detected in earlier stages, and most under the age of 50 when current cancer screening is recommended to start.

Vincere is dedicated to detecting cancer early! Early-stage diagnoses are associated with simpler treatments with minimal morbidity and much higher cure rates therefore reducing the burden of cost to the patient, family and city. Vincere has a proven record of screening and diagnosing cancer in its earliest stages possible and has the most thorough and cutting edge program in the country. Even missing 1 early stage diagnosis that could have been caught with Vincere's First Responders Screening program can have devastating impact on a first responder's life, the station and the city. In addition to the aggressive screening program, once a diagnosis is made, Vincere will take all steps necessary to ensure that the first responder gets placed into immediate and appropriate care for the best likelihood of cure using our extensive physician network in the oncology field.

Vincere Cancer Center's First Responder Cancer Screening

Vincere Cancer Center will work with the City of Tempe and Tempe Fire Medical Rescue Department to create a health and wellness program on cancer awareness and screening. Educational information will be available to be distributed to all its members, outlining the increased risk of cancer associated with firefighting, the risk factors associated with various types of cancer, and the importance of cancer screening. Outreach and educational lectures can also be provided upon request.

All screening consults are done by board-certified physicians. The following screening services are offered at Vincere:



- Initial oncology consults, which includes a detailed assessment of their individual occupational exposure history, and medical and family history. It also includes review of all imaging and necessary referrals
- Dermatology consults and full body skin examinations to screen for skin cancer
- Urology consults and prostate cancer screening
- Low-dose lung CT (which screens for lung cancer)
- Whole-body MRI (which screens for cancer of the brain, head and neck, thyroid, lung and pleura, breast, kidneys, pancreas, bladder, uterus, and prostate, as well as multiple myeloma)
- QT breast ultrasound for breast cancer screening
- Colonoscopies for colorectal cancer screening
- Upper endoscopies to evaluate the upper gastrointestinal tract including esophagus and stomach
- Genetic testing for those considered high-risk with extensive family histories of cancer
- Galleri test, which screens for over 50 different types of cancers
- StageZero Aristotle test, which screens for 9 different types of cancers in younger populations and is not stage dependent
- Synatra DX | Breast Cancer, which screens for breast cancer with a blood test
- Bloodwork for tumor markers including CBC w/ differential, BMP, Blood Protein, Electrophoresis, Ig, PSA, CA-125, HCG, calcitonin, AFP

Most consults and screening tests are coordinated to be completed on the same day, including initial oncology consults, dermatology consults and full body skin examinations, urology consults and prostate cancer screening, QT breast ultrasound, Galleri, StageZero Aristotle, and genetics testing. Separate day appointments are also available depending on the individual's preferences. More invasive tests, including upper endoscopies and colonoscopies, will be scheduled at the Vincere Surgery Center for a different day, as these procedures require sedation and pre-procedure preparations.

Low-dose-lung CT and whole-body MRI scans will be conducted at SimonMed and RadNet imaging (RadNet imaging facilities will soon be on premises at Vincere), and reviewed by board-certified radiologists. I will review all results, and further surveillance or treatment will be scheduled as necessary. Vincere also has dedicated EHR and tracking software for active surveillance of medium and low risk lung nodules, thyroid nodules, pancreatic and kidney cysts.

Time Frame for Services: Vincere will work with the City of Tempe and Tempe Fire Medical Rescue Department to schedule cancer screening and ensure all screening is done in a timely fashion within the required time frame. Vincere routinely screens over 60 first responders each week in the clinic, with multidisciplinary specialty clinics running concurrently. Vincere is equipped and prepared to complete all initial cancer screening by June 15, 2023 with ongoing care as required.

Key Persons: Dr. Shukla and Dr. Pablo Prichard will be the main persons of contact for this partnership between Vincere and the City of Tempe.

Vincere's Commitment to First Responder Cancer Screening and Cancer Care

Vincere Cancer Center's First Responder Cancer Screening Program is committed to improving cancer care and wellness among first responders. I am a member of the ad-hoc Senate committee in Arizona advocating for firefighter health and wellness, and have helped change policies regarding occupational cancer coverage in the state of Arizona. I have also presented at the FDSOA health and wellness meeting recently in Scottsdale, as well as grand rounds at Mayo Clinic Rochester regarding firefighter cancer in Arizona. I have also been interviewed by local and national press including AP Press and Boston Globe for my work on firefighter cancer screening and care. Vincere Cancer Center also has a research department that is involved in numerous research projects and studies aimed at improving cancer screening and cancer treatment, including the Firefighter Cancer Cohort Study (FFCCS). Data from Vincere Cancer Center's First Responder Program has been presented at national and international



academic conferences including the 2019 North America Conference on Lung Cancer in Chicago, and 2019 World Conference on Lung Cancer in Barcelona, Spain. Vincere continuously strives to maintain the latest state-of-the-art technology to improve cancer screening, utilizing whole-body MRI with artificial intelligence, QT ultrasound, and the new Galleri Test and StageZero test, which detects numerous cancers with a single blood draw.

In summary, Vincere Cancer Center has a comprehensive First Responder Cancer Screening Program designed specifically for firefighters, utilizing the most recent scientific literature and state-of-the-art technology and imaging. It would be an honor to partner with the City of Tempe and provide comprehensive cancer screening for City of Tempe firefighters and fire inspectors.

Thank-you so much for your consideration and please let us know if you have any questions or require further clarifications.

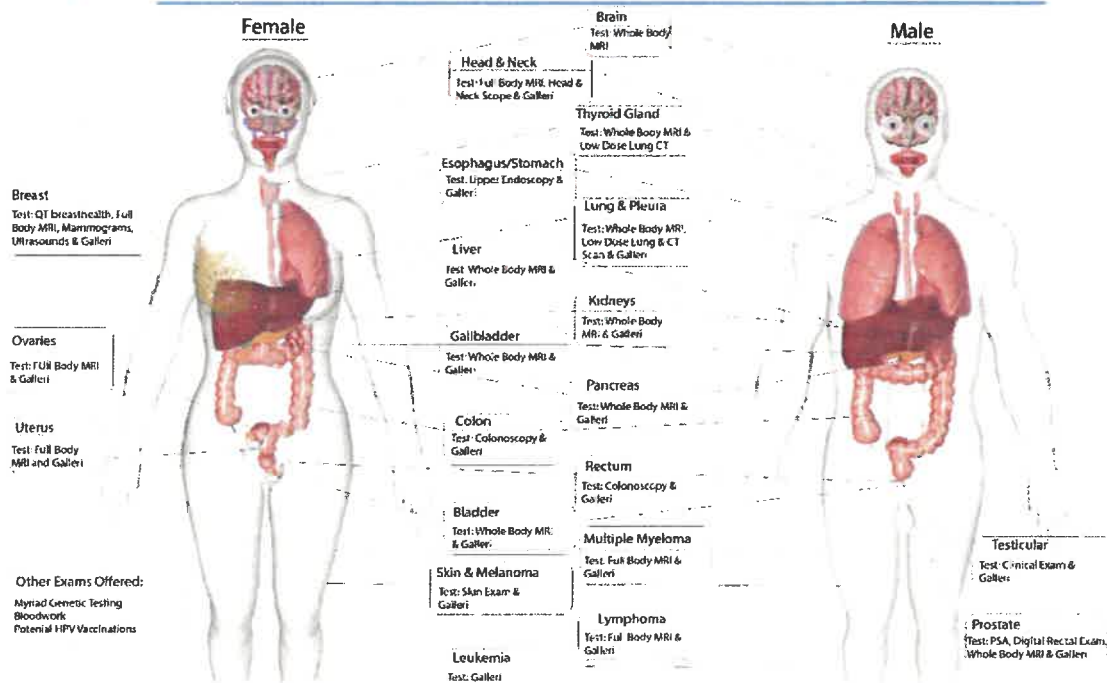
Sincerely,

V Shukla, MD

Vershalee Shukla, MD
Co-Founder and Medical Director
Vincere Physicians Group / Vincere Cancer Center



Vincere Cancer Screening Program





Vincere Cancer Center – First Responder Cancer Screening Program

1. Provide a brief history of your firm to include the years in business and the types of services your firm provides.

Vincere Cancer Center

Vincere Cancer Center was founded in 2017 by local Arizona Physicians, Drs. Vershalee Shukla and Pablo Prichard. The goal of Vincere Cancer Center is to provide state-of-the art care in a community setting. Dr. Shukla has a strong interest in disparities in healthcare and cancer epidemiology in the younger population. Dr. Prichard has a strong background in trauma and reconstruction. Both physicians have been involved in the care of many first responders throughout the valley.

Vincere Cancer Center has since grown to a group of specialist physicians (including a board-certified radiation oncologist, plastic and reconstructive surgeon, urologist, dermatologist, gastroenterologist, colorectal surgeon, radiologist, and pathologist), as well as a network of contacts around the state of Arizona to coordinate efficient care with outside facilities and physicians should the need arise. Vincere Cancer Center also has its own Radiation Oncology center, AAAASF surgery center, CLIA-certified pathology lab, and Imaging. Vincere Cancer Center is also one of two locations in the entire US to offer QT ultrasound for breast cancer screening, which is particularly beneficial in women under the age of 40 years, when conventional mammography is not recommended. QT ultrasound is a comfortable, and often preferable, alternative to mammography for women of all ages, as it provides accurate imaging without the need for radiation or compression of the breast and is of particular benefit in first responder women with dense breast tissue. QT ultrasound just received FDA approval for breast density.

Equipped with its own panel of specialist physicians and healthcare providers, Surgery Center, Radiation Center, Radiology Services (with in-house Imaging and QT ultrasound), and CLIA-certified Molecular and Anatomical Pathology Lab, Vincere Cancer Center is well equipped to provide comprehensive cancer care – from screening, diagnosis, and treatment to patients.

Vincere's Comprehensive Cancer Screening Program, including the First Responder Cancer Screening Program was started in 2018. Initially built as a partnership with the City of Phoenix, it has since grown to include numerous cities and rural areas of Arizona. Other cities across the nation have also reached out for cancer screening, and Vincere is working with fire departments across the nation to improve cancer screening for firefighters.

Services Available:

- *Specialist physicians* – including board-certified radiation oncologist, plastic and reconstructive surgeon, urologist, dermatologist, gastroenterologist, colorectal surgeon, diagnostic radiologist, pathologist, and others
- *Surgery Center* – with 3 fully-equipped operating rooms, including one hybrid operating room with CT capabilities (which is where all our first responder endoscopies and colonoscopies are performed)
- *Radiation Center* – equipped with a radiation vault, capable of providing radiation therapy for diagnosed cancers requiring radiation
- *Radiology Services* – with its own in-house Breast Imaging and QT breast ultrasound
- *Pathology Lab* – a CLIA-certified molecular and anatomical pathology lab with board-certified pathologist (which processes all biopsies obtained from skin exams, endoscopies and colonoscopies, etc)
- *Research Department* – involved with the national Firefighter Cancer Cohort Study (FFCCS) and other studies aimed at improving cancer screening and treatment among first responders, and is currently the largest enrolling center for the Reflection study and SOAR study



Vincere Cancer Center's First Responder Cancer Screening Program

Vincere Cancer Center has a strong long-standing relationship with many fire departments in the State of Arizona. In 2018, Vincere Cancer Center created a First Responder Cancer Screening Program in Arizona. Initially built as a partnership with the City of Phoenix, it has since grown to include numerous cities and rural areas of Arizona. Other cities across the nation have also reached out for cancer screening, and Vincere is working with fire departments across the nation to improve cancer screening for firefighters. Studies have shown that first responders, especially firefighters, are at a higher risk of developing cancer and develop cancer at an earlier age compared to the general population. Based on the most recent scientific literature, Vincere's First Responder Cancer Screening Program begins screening earlier than recommended national guidelines for the general population to ensure early detection. It also incorporates the latest technologies in screening, including whole-body MRI with artificial intelligence and QT ultrasound, to allow detection of more cancers that do not otherwise have routine screening. Vincere also has the Galleri test, a new state-of-the-art screening test which can detect over 50 cancers with a single blood test. Over 3,000 firefighters have been screened for cancer and over 90 cases of cancer have been detected. Almost all of these cancers were diagnosed earlier than routine guideline recommendations and 90% at stage 1 or 2. Over 60 female firefighters were also screened, and two cases of breast cancer were detected.

Cancer Screening Services:

- Initial oncology consults which include a detailed assessment of their individual occupational exposure history, medical and family history, imaging, and any follow-up or active surveillance
- Dermatology consults and full body skin examinations to screen for skin cancer
- Urology consults and prostate cancer screening
- Low-dose lung CT (which screens for lung cancer)
- Whole-body MRI (which screens for cancer of the brain, head and neck, thyroid, lung and pleura, breast, kidneys, pancreas, bladder, uterus, and prostate, as well as multiple myeloma)
- QT breast ultrasound for breast cancer screening
- Colonoscopies for colorectal cancer screening
- Upper endoscopies to evaluate the upper gastrointestinal tract including esophagus and stomach
- Genetic testing for those considered high-risk with extensive family histories of cancer, to determine genes which may increase their predisposition to cancers
- Galleri test, which screens for over 50 different types of cancers
- StageZero Aristotle test, which screens for 9 different types of cancers in younger populations and is not stage dependent
- Synatra DX | Breast Cancer, which screens for breast cancer with a blood test
- Bloodwork for tumor markers including CBC w/ differential, BMP, Blood Protein, Electrophoresis, Ig, PSA, CA-125, HCG, calcitonin, AFP

Vincere Cancer Center's Research Involvement

Vincere Cancer Center not only provides exceptional cancer screening and cancer care, but also has a research department that is involved in numerous research projects and studies aimed at improving cancer screening and cancer treatment, especially among first responders.

Vincere continuously tracks data from its First Responder Cancer Screening Program to better understand cancer among firefighters and to improve screening and treatment. Data from Vincere Cancer Center's First Responder Program has been presented at national and international academic conferences including the 2019 North America Conference on Lung Cancer in Chicago, and 2019 World Conference on Lung Cancer in Barcelona, Spain.



Some of the cancer research that Vincere Cancer Center is currently involved in include:

- **Firefighter Cancer Cohort Study (FFCCS):** Vincere Cancer Center is part of the Firefighter Cancer Cohort Study (FFCCS), a multi-site national study investigating the impact of firefighter exposure on cancer (with Dr. Jeff Burgess). Numerous firefighters have already been enrolled into the FFCCS through Vincere Cancer Center.
- **Galleri Multi-Cancer Early Detection Test Registry (Reflection Study):** Vincere Cancer Center is working with Grail on a prospective cohort study evaluating the performance of the Galleri multi-cancer early detection test in clinical settings and the impact on patients and healthcare providers. Vincere was the first site to be activated on the study and has enrolled over 1,600 participants.
- **Biomarkers for Early Diagnosis of Colorectal Cancer:** Vincere Cancer Center is working with Caris Life Sciences to correlate biomarkers in the diagnosis and treatment of colorectal cancer.
- **SOAR Study:** Vincere Cancer Center with working with Exact Sciences on a prospective randomized control trial study to evaluate the efficacy and safety of multi-cancer early detection testing.
- **Liquid Biopsy in Cancer Screening and Cancer Surveillance:** Vincere Cancer Center is working with University of Arizona (Dr. Jeff Burgess) and the FFCCS to study the use of liquid biopsy cell-free DNA (cfDNA), correlated with radiological findings on low-dose lung CT and whole-body MRI, to differentiate cancers and monitor progression of benign lung nodules. The results of this study will allow for the detection of numerous types of cancers (including lung cancer, breast cancer, pancreatic cancer, and melanoma) with a single blood test, which will improve cancer screening among firefighters to allow for earlier treatment and improved outcomes.
- **Surveillance of Abnormal Lung Nodules:** Vincere Cancer Center is working with University of California (UCLA) to investigate the feasibility of developing a cloud-based software which track and predict changes in abnormal lung nodules over time and in response to treatment.

Vincere Cancer Center and Firefighter Cancer Advocacy

Dr. Shukla is also a member of the ad-hoc Senate committee in Arizona advocating for firefighter health and wellness, and has helped change policies regarding occupational cancer coverage in the state of Arizona. Dr. Shukla has presented at the FDSOA health and wellness meeting recently in Scottsdale, as well as grand rounds at Mayo Clinic Rochester regarding firefighter cancer in Arizona. Dr. Shukla has also been interviewed by local and national press including AP Press and Boston Globe for her work on firefighter cancer screening and care.

2. Identify all subcontractors that will be used in completion of this contract and the services they will be providing.

Low-dose lung CT and whole-body MRI scans will be a combination of SimonMed and RadNet Imaging, and interpreted by Vincere/UCLA Artificial Intelligence for screening.



3. Identify the facilities that will be used to perform the services covered by the scope of work. Include the office hours and physical address for each location. List each facility's capabilities as it pertains to this contract.

Vincere Cancer Center

Address: 7469 E. Monte Cristo Avenue, Scottsdale, AZ 85260

Hours of Operation: Monday to Friday 8:00am – 5:00pm

Services Available:

- *Specialist physicians* – including board-certified radiation oncologist, plastic and reconstructive surgeon, urologist, dermatologist, gastroenterologist, colorectal surgeon, diagnostic radiologist, pathologist, and others
- *Surgery Center* – with 3 fully-equipped operating rooms, including one hybrid operating room with CT capabilities (which is where all our first responder endoscopies and colonoscopies are performed)
- *Radiation Center* – equipped with a radiation vault, capable of providing radiation therapy for diagnosed cancers requiring radiation
- *Radiology Services* – with its own in-house Imaging and QT breast ultrasound
- *Pathology Lab* – a CLIA-certified molecular and anatomical pathology lab with board-certified pathologist (which processes all biopsies obtained from skin exams, endoscopies and colonoscopies, etc)
- *Research Department* – involved with the national Firefighter Cancer Cohort Study (FFCCS) and other studies aimed at improving cancer screening and treatment among first responders, and is currently the largest enrolling center for the Reflection study and SOAR study

4. Describe any previous experience your firm has performing work similar to the size and scope of the work.

Vincere Cancer Center has been performing thousands of cancer screenings since its inception of the program in 2018, including over 3,000 first responders who have since been screened. Initially starting as a partnership with the City of Phoenix, the program has expanded to include numerous other cities across Arizona. Other cities across the nation have also reached out for cancer screening, and Vincere is working with fire departments across the nation to improve cancer screening for firefighters. Vincere Cancer Center has designated clinic days to perform first responder screenings, and routinely screens over 60 first responders a week. Vincere Cancer Center will be able to provide all initial screening consults, including all required imaging and screening tests, all follow-up exams and visits for the City of Tempe firefighters and fire investigators before the deadline of June 15, 2023 and any ongoing care that may be required.

Vincere has extensive experience treating cancers, including occupational cancers, especially among firefighters. Over 90 cancers have been detected and treated. Almost all of these cancers were diagnosed earlier than routine guideline recommendations and 90% at stage 1 or 2. Vincere also has extensive knowledge of the State of Arizona Presumptive Law (SB 1451), and filing claims with the Industrial Commission and Public Safety/Corp Cancer Insurance Policy Program.

Dr. Shukla is also a member of the ad-hoc Senate committee in Arizona advocating for firefighter health and wellness, and has helped change policies regarding occupational cancer coverage in the state of Arizona. In addition, all physicians involved in Vincere first-responder cancer screening program are educated on the toxins, risks and lifestyles of Arizona first-responders that increase their risk for cancer.



5. Describe your knowledge with Fire Service safety and health. Identify the key issues and potential obstacles with respect to the scope of work. Provide your methodology to address and overcome all identified issues and obstacles.

Vincere Cancer Center's First Responder Cancer Screening Program was designed specifically for Arizona firefighters, and is one of the most progressive and comprehensive first responder cancer screening programs in the nation. Studies have shown that firefighters have higher incidence rates of cancer and develop cancer at an earlier age compared to the general population. Based on the most recent scientific literature, Vincere's First Responder Cancer Screening Program begins screening earlier than recommended national guidelines to ensure detection of these early onset cancers. It also incorporates the latest technologies in screening, including whole-body MRI and QT ultrasound, to allow detection of more cancers that do not otherwise have routine screening. These screening tests are safe in a younger population as there is no radiation involved. The Galleri test also detects over 50 different types of cancers, many of which do not have routine screening tests. Equipped with its own panel of specialist physicians and healthcare providers, Surgery Center, Radiation Center, Radiology Services (with in-house Imaging and QT ultrasound), and CLIA-certified Pathology Lab, Vincere Cancer Center is able to provide comprehensive cancer care – from screening, diagnosis, and treatment. Since the program started in 2018, Vincere has screened over 3,000 firefighters and over 90 cancers have been detected and treated. Vincere Cancer Center is continuously striving to improve cancer care, as well as firefighter and first responder health and wellness. Vincere's First Responder Program has created screening guidelines specifically tailored to firefighters and first responders, to account for their increased risk of cancer due to occupational exposure.

Vincere has a dedicated EHR and software to track high, medium and low risk diagnostic findings on imaging, clinical exam, and endoscopy. This data is continuously reviewed to improve practice and guidelines targeted specifically for firefighters and first responders. Vincere will also provide timely medical records for continuity of care.

Vincere also has years of experience treating firefighter cancers. Vincere also has extensive knowledge of the State of Arizona Presumptive Law (SB 1451), and filing claims with the Industrial Commission and Public Safety/Corp Cancer Insurance Policy Program.

Dr. Vershalee Shukla is also a member of the ad-hoc Senate committee in Arizona advocating for firefighter health and wellness, and has helped change policies regarding occupational cancer coverage in the state of Arizona. Dr. Shukla has presented at the FDSOA health and wellness meeting recently in Scottsdale, as well as grand rounds at Mayo Clinic Rochester regarding firefighter cancer in Arizona. Dr. Shukla has also been interviewed by local and national press including AP Press and Boston Globe for her work on firefighter cancer screening and care.

Data from Vincere Cancer Center's First Responder Program has been presented at national and international academic conferences including the 2019 North America Conference on Lung Cancer in Chicago, and 2019 World Conference on Lung Cancer in Barcelona, Spain.

Vincere Cancer Center has also been involved with providing COVID-19 testing for firefighters, as well as following up with firefighters who have tested positive for the virus, to monitor for any long-term effects and residual symptoms. Results from the antibody testing was recently published in the Journal of Occupational and Environmental Medicine. Articles have also been published in the Journal of Community Health. Results were also presented at the BIOMESIP 2021 conference in Spain.

Vincere does not anticipate any issues or potential obstacles with respect to the scope of work. Vincere Cancer Center's First Responder Cancer Screening Program was temporarily put on hold for a few months during the start of COVID-19. During the Arizona Executive Order to limit non-emergent procedures, Vincere Surgery Center did not perform any screening endoscopies or colonoscopies.



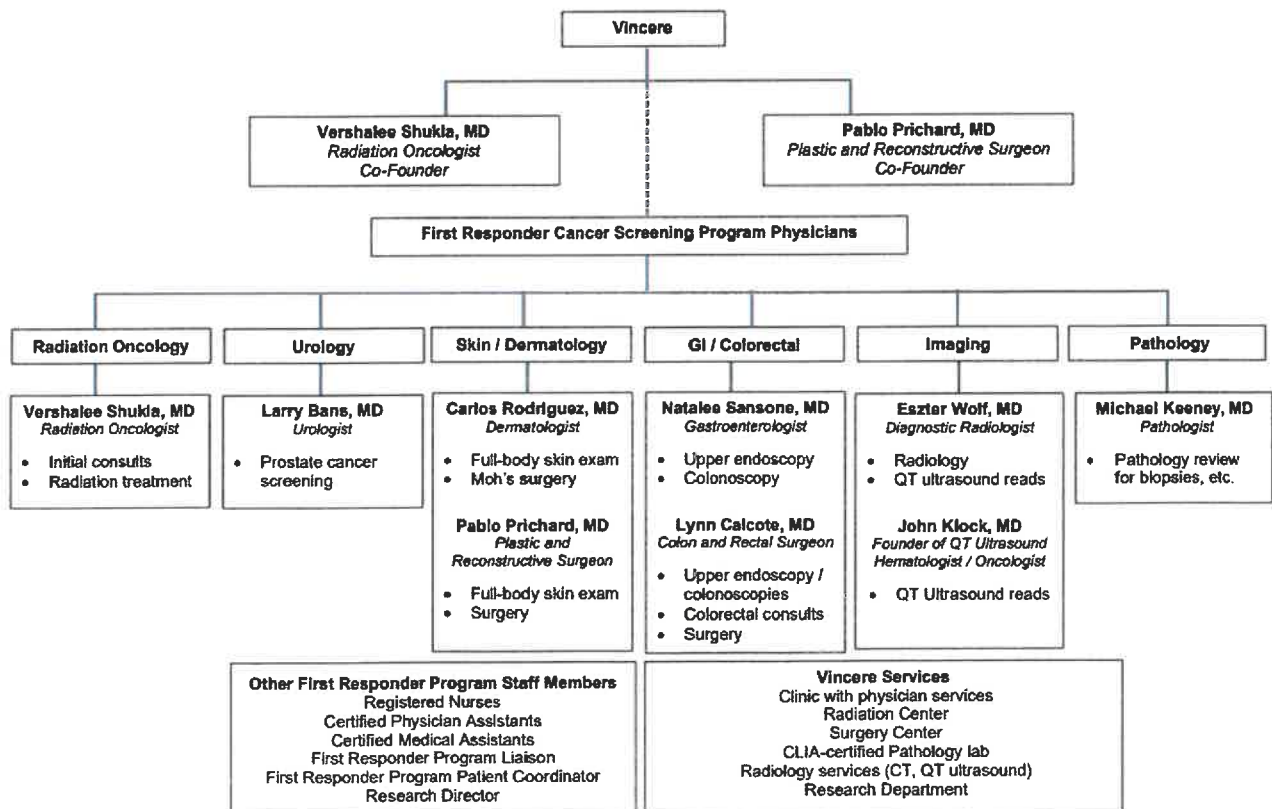
Furthermore, some radiology imaging centers had delays in completing screening low-dose lung CTs and whole-body MRIs. Vincere has since resumed all operations and screenings, and has since caught up on all firefighter cancer screenings, and screening tests including endoscopies and colonoscopies, and QT ultrasounds. Vincere has also operated at full capacity during the past few COVID-19 surges, and has adequate safety policies and protocols in place to ensure the safety of all staff and patients.



6. Provide an organizational chart that identifies key project personnel by name and title. Provide contact information for the City's primary contact.

- Dr. Vershalee Shukla, MD
Medical Director of Vincere Cancer Center
Co-Founder of the First Responder Cancer Screening Program
Board-Certified Radiation Oncologist
 Contact Number: 480-306-5390
 Email: drshukla@vincerecancer.com
- Dr. Pablo Prichard, MD
Medical Director of Vincere Surgery Center
Co-Founder of the First Responder Cancer Screening Program
Board-Certified Plastic and Reconstructive Surgeon

Other members of Vincere Cancer Center First Responders Program include:





7. Provide a listing of proposed staff to include qualifications, experience to include resumes and applicable credentials to include licenses, certifications, and education.

Resumes and medical licenses for each of the following physicians have been included in the Appendix.

Dr. Vershalee Shukla, MD

Board-Certified Radiation Oncologist

Co-Founder of Vincere's First Responder Cancer Screening Program

Vershalee Shukla, MD is the Co-Founder and Medical Director of the First Responder Cancer Screening Program. Dr. Shukla is a board-certified radiation oncologist with training at Baylor College of Medicine and the Heidelberg Heavy Ion Therapy Center in Germany. She practices at various hospitals throughout Arizona, including Honor Health and the world-renowned Barrow Neurological Institute. She started the First Responder Cancer Screening Program at Vincere that screens over 1000 first responders each year. She is a member of the ad-hoc Senate committee in Arizona advocating for firefighter health and wellness, and has helped change policies regarding cancer coverage in the state of Arizona. She is also a member of Astro-American Society of Therapeutic Radiation Oncology, the American Lung Cancer Society, and the Radiological Society of North America.



Arizona License Number: 45161

Medical School: University of Saskatchewan, College of Medicine (1999 –2003)

Residency and Fellowships:

- Family Medicine - University of Alberta (2005 –2006)
- Radiation Oncology – Baylor University (2006 –2010)
- Stereotactic Radiosurgery / Intensity Modulated Proton and Heavy Ion Therapy - Intensity Heidelberg Heavy Ion Therapy Center, Heidelberg, Germany (2010 –2011)

Dr. Pablo Prichard, MD

Board-Certified Plastic and Reconstructive Surgeon

Co-Founder of Vincere's First Responder Cancer Screening Program

Pablo Prichard, MD is the Co-Founder of Vincere Cancer Center, Co-Founder of the First Responder Cancer Screening Program, and Medical Director of both Vincere Surgery Center and Scottsdale Surgery Center. He also has been director of reconstructive surgery department at Honor Health John C. Lincoln Hospital for 14 years. He is trained in both general surgery as well as plastic and reconstructive surgery. As the Co-Founder of the Screening Program, he has been involved with the cancer screening program for firefighters since the start, and has operated on many firefighters. In addition, he leads all colonoscopies and endoscopies screening procedures, as well as trauma and burn-related reconstructive surgeries that may be required among firefighters.



Arizona License Number: 34430

Medical School: University of Texas Medical Branch (1996 – 2000)

Residency and Fellowships:

- General Surgery – Michigan Education and Research Center / Michigan State University (2000 – 2003)
- Plastic Surgery – Michigan Education and Research Center / Michigan State University (2003 – 2005)



Urology

Dr. Larry Bans, MD ***Board-Certified Urologist*** ***Prostate cancer specialist***

Larry Bans, MD is a board-certified urologist, specializing in prostate cancer screening and treatment. Dr. Bans has been a practicing urologist in Phoenix for more than 30 years, and has been a peer-selected "Top Doc" in *PHOENIX Magazine* for over 20 years. He is active in numerous prostate research projects, and has specialized exclusively in prostate health for the past 15 years. He wrote and produced a patient education video entitled: "*Your Prostate Biopsy is Positive: Here's What You Should Know.*" Dr. Bans has a passion to elevate the standards of prostate cancer care. He applies a comprehensive approach to the treatment of prostate cancer including Urology, Radiation Oncology, Medical Oncology, Alternative medicine, advanced imaging, and genetic/biomarker testing.



Arizona License Number: 13844

Medical School: Cornell University Medical College (1974 – 1978)

Residency and Fellowships:

- Surgery – Indiana University Medical Center (1978 – 1979)
- Urology – Indiana University Medical Center (1979 – 1983)

Dermatology

Dr. Carlos Rodriguez, MD ***Board-Certified Dermatologist and Moh's Surgeon***

Carlos Rodriguez, MD is a board-certified dermatologist, Mohs Surgeon, and dermatopathologist. He completed his residency in Dermatology at the University of Illinois at Chicago and a Dermatopathology fellowship at the prestigious University of Pittsburgh Medical Center and is dual-board certified by both the American Board of Dermatology and the American Board of Pathology. He is also a member of the American Society for Mohs surgery.



Arizona License Number: 42919

Medical School: University of Illinois (2001 – 2005)

Residency and Fellowships:

- Internship – West Suburban Hospital Medical Center (2005 – 2006)
- Dermatology – John Stroger Hospital (Cook County) (2006 – 2009)
- Dermatopathology Fellowship – University of Pittsburgh Medical Center (2009 – 2010)

Morgan Lee, PA ***Physician Assistant***

Morgan Lee, PA obtained a Bachelor's of Science in Psychology with a minor in Spanish from the University of Nebraska-Lincoln / College of Saint Mary. She then completed her Masters in Physician Assistant Studies at College of Saint Mary, during which time she served as the student society's Diversity and Inclusion chair.

PA School: College of Saint Mary





Gastroenterology

Dr. Natalee Sansone, MD

Board-Certified Gastroenterologist

Natalee Sansone, MD, is a board-certified gastroenterologist. She earned her medical degree at Hahnemann School of Medicine and was named a National Medical Fellowship Scholar. She completed her internship and residency in Internal Medicine, as well as her fellowship in gastroenterology, at the New York Hospital of Queens. She has hospital affiliations with Banner Del Web and Banner Boswell Hospitals, Phoenix VA, and Carondelet St. Mary's Hospital. She is also involved extensively in research and has authored numerous publications and presentations.



Arizona License Number: 52171

Medical School: Hahnemann School of Medicine (1998-2002)

Residency and Fellowships:

- Internal Medicine – New York Hospital of Queens (2002 – 2005)
- Gastroenterology – New York Hospital of Queens (2005 – 2008)

Colorectal Surgery

Dr. Lynn Calcote, MD

Board-Certified Colon and Rectal Surgeon

Lynn Calcote, MD, is a board-certified colon and rectal surgeon, as well as general surgeon. He has extensive surgical training and treats a wide variety of colon and rectal conditions and disease. He also performs screening and diagnostic colonoscopy for prevention and treatment of cancer.



Arizona License Number: 44643

Medical School: University of South Dakota School of Medicine (1999-2003)

Residency and Fellowships:

- Internship – Rush University Medical Center (2003 – 2004)
- General Surgery– University of Mississippi School of Medicine (2004 – 2008)
- General Surgery– Banner Good Samaritan Medical Center (2009 – 2011)
- Colon and Rectal Surgery: University of Southern California (2013 - 2014)



Radiology

Dr. Eszter Wolf, MD

***Board-Certified Diagnostic Radiologist
Fellowship Trained in Breast Imaging***

Eszter Wolf, MD is a board-certified Breast Radiologist. She completed her Diagnostic Radiology residency and a fellowship in Breast Imaging at The University of Arizona. Dr. Wolf is passionate about early detection of breast cancer, with research experience in breast MRI, as well as breast cancer screening. She is dedicated to providing excellent patient care, viewing the importance of patient education, in addition to effective patient-physician communication. She also works at Arizona BreastNet, which specializes in breast imaging including 3D mammography and breast ultrasounds.



Arizona License Number: 45762

Medical School: University of Arizona (2005 – 2009)

Residency and Fellowships:

- Transitional Year Internship – Weiss Memorial Hospital (2009 – 2010)
- Diagnostic Radiology – University of Arizona (2010 – 2014)
- Breast Imaging Fellowship – University of Arizona (2014 – 2015)

Dr. John Klock, MD

***Board-Certified Hematologist and Oncologist
Founder of QT Ultrasound Labs***

John Klock, MD is a board-certified Internist and Hematologist-Oncologist. He is also the Founder of QT ultrasound, an alternative screening test for breast cancer without the need for compression and radiation. Dr. Klock has authored over 70 peer-reviewed medical and scientific publications, and has fifteen granted patents.



Arizona License Number: 58910

Medical School: Tulane University (1966 – 1970)

Residency and Fellowships:

- Medicine Internship – Children's Hospital and Adult Medical Center (1970 – 1971)
- Internal Medicine – University of California San Francisco (1971 – 1973)
- Hematology – University of California San Francisco (1973 – 1975)
- Oncology – Harvard Medical School and Massachusetts General Hospital (1976 – 1977)



Pathology

Dr. Michael Keeney, MD

Board-Certified Pathologist

Dr. Michael Keeney is a board-certified pathologist and Medical Director of Vincere Molecular and Pathology Laboratories. He has been in practice in the Phoenix/Scottsdale area for the past 5 years. Dr. Keeney is on staff at Banner and Honor Health Hospitals. He has also been involved with the initiation and oversight of CLIA certified/waived laboratories for PAIHS (Phoenix Area Indian Health Services) for COVID testing. He is trained at Mayo Clinic in Rochester and brings that high level of detail and precision care to his practice.



Arizona License Number: 54806

Medical School: Loma Linda University School of Medicine (2008 – 2012)

Residency and Fellowships:

- Anatomic / Clinical Pathology – Mayo Clinic (2012 – 2016)





8. Provide at least three (3) references for which your firm has provided work similar to the scope of work during the last three (3) years. References to include the following:

- a. Organization/Agency name**
- b. Contact name**
- c. Contact phone number**
- d. Contact email address**
- e. Description and date of services provided and size of organization**

1. Phoenix Fire Department

Organization / Agency Name: Phoenix Fire Department
Contact Name: Dr. John Dominguez, Phoenix Fire Health Center Physician
Contact Phone Number: 602-495-5797
Contact Email Address: john.dominguez@phoenix.gov
Size of Organization: 1600+ firefighters

Services: First Responder Cancer Screening, COVID-19 Antibody Testing

- First Responder Cancer Screening (2018 – Present)
Vincere Cancer Center has screened over 2,000 Phoenix first responders for cancer, diagnosing over 50 cancers. All cases were detected earlier than routine guidelines. Phoenix first responders have also been enrolled into various studies, including the FFCCS, Reflection Study (Galleri Test), and Caris Study (colonoscopies).

2. Mesa Fire / Medical Department

Organization / Agency Name: Mesa Fire / Medical Department
Contact Name: Scott Figgins, Captain
Contact Phone Number: 480-644-4799 / 480-735-8341
Contact Email Address: scott.figgins@mesaaz.gov
Size of Organization: Approximately 470 firefighters

Services: First Responder Cancer Screening

- First Responder Cancer Screening (2021 – Present)
Vincere Cancer Center has screened over 450 Mesa firefighters and mechanics with the Galleri Test, and screened over 100 Mesa firefighters through its comprehensive cancer screening program (with more scheduled in the upcoming months).

3. Glendale Fire Department

Organization / Agency Name: Glendale Fire Department
Contact Name: Ashley Losch, Captain, Public Information Officer
Contact Phone Number: 623-930-4422
Contact Email Address: alosch@glendaleaz.com
Size of Organization: Approximately 300 firefighters

Services: First Responder Cancer Screening

- First Responder Cancer Screening (2021 – Present)
Vincere Cancer Center has already screened over 150 Glendale firefighters through its comprehensive cancer screening program, including the Galleri Test, and more are already scheduled to be screened in the upcoming months. Many Glendale firefighters have also been enrolled into the Reflection Study (Galleri Test) and Caris Study (colonoscopies).



9. Demonstrate an understanding of the scope of work and demonstrate your ability to successfully provide the required services.

Vincere's Comprehensive Cancer Screening Program was designed for individuals who are at high-risk for developing cancer, including those with extensive family histories of cancer, cancers developing at early ages, and those with genetic mutations which predispose them to cancer. Vincere Cancer Center will work closely in partnership with Tempe Fire Medical Rescue Department to risk stratify firefighters and fire investigators.

Vincere Cancer Center's First Responder Cancer Screening Program was designed specifically for first responders, and is one of the most progressive and comprehensive first responder cancer screening programs in the nation. Studies have shown that firefighters have higher incidence rates of cancer and develop cancer at an earlier age compared to the general population. Based on the most recent scientific literature, Vincere's First Responder Cancer Screening Program begins screening earlier than recommended national guidelines to ensure detection of these early onset cancers. It also incorporates the latest technologies in screening, including whole-body MRI and QT ultrasound, to allow detection of more cancers that do not otherwise have routine screening. The Galleri test also detects over 50 different types of cancers, many of which do not have routine screening tests. Equipped with its own panel of specialist physicians and healthcare providers, Surgery Center, Radiation Center, Radiology Services (with in-house Imaging and QT ultrasound), and CLIA-certified Pathology Lab, Vincere Cancer Center is able to provide multidisciplinary comprehensive cancer care – from screening, active surveillance, diagnosis, and treatment.

Vincere's First Responder Cancer Screening Program initially started as a partnership with the City of Phoenix, and has since expanded to include numerous other cities across Arizona. Other cities across the nation have also reached out for cancer screening, and Vincere is working with fire departments across the nation to improve cancer screening for firefighters. Vincere Cancer Center has designated days to perform first responder screenings, and routinely screens over 60 first responders a week in a multidisciplinary fashion. This allows for the first responder to have bloodwork, multiple provider visits and even imaging in one visit. Vincere Cancer Center will be able to provide all initial screening consults, including all required imaging and screening tests, all follow-up exams and visits for the City of Tempe firefighters and fire investigators by June 15, 2023. Vincere Cancer Center is continuously striving to improve cancer care, as well as firefighter and first responder health and wellness. Vincere's First Responder Program has also created screening guidelines specifically tailored to firefighters and first responders, to account for their increased risk of cancer due to occupational exposure.

Vincere has a dedicated EHR and software to track high, medium and low risk diagnostic findings on imaging, clinical exam, and endoscopy. Vincere also has a patient portal, where patients can access their medical records, pathology results, imaging results, blood test results, as well as pre-procedure information. Vincere will provide timely medical records for continuity of care.

10. Describe your firm's capacity to complete the cancer screening for the City's firefighters prior to June 15, 2023.

Vincere Cancer Screening has been performing first responder cancer screenings since 2018, and over 3,000 first responders have since been screened. Vincere Cancer Center has designated days to perform first responder screenings, and routinely screens over 60 first responders a week. Vincere Cancer Center will be able to provide all initial screening consults, including all required imaging and screening tests, all follow-up exams and visits, for all 180 Tempe firefighters within the timeframe of before June 15, 2023. During this timeframe, Vincere will also be able to evaluate the effectiveness of the program, and assist in developing a sustainable program for the future.



11. Describe your firm's method of approach conducting the cancer screening services. Provide a description of all services that will be provided.

Information about cancer screening will be made available to the City of Tempe to disseminate to its members. At the time of scheduling, an intake specialist will review briefly their demographics and medical or family history to determine their risk level for cancer. Our intake specialists will help schedule the initial cancer screening appointments accordingly, and individuals will be given an overview of the cancer screening program. All subsequent screening and procedures will be discussed with the individual – including the details of the tests, reason for the test/procedure, risks and benefits, and alternatives. Information sheets are also available for the individuals when needed. Scheduling for procedures, such as endoscopies and colonoscopies, will be coordinated with the individual. Pre-procedural information and preparations will be discussed with the individual either in-person or over-the-phone, and follow-up information will be sent to individuals via email, and made available on the Vincere online patient portal.

At the time of their consults, each individual will receive a personalized folder, including all their imaging reports, pre-procedure preparation and information for further tests that are required. All patients will have access to online patient portal as well. All authorized medical information will be released in a timely manner to allow for continuity of care.

All individuals will receive follow-up telemedicine or in-office visits, or telephone follow-ups, to discuss results from the tests or procedures. All individuals will receive copies of the imaging results (including low-dose lung CT, whole-body MRI, and QT ultrasound), procedure reports (upper endoscopy and colonoscopies), laboratory results, pathology reports (from any biopsies taken during dermatology visits or endoscopies and colonoscopies), genetic testing, and any other screening test that is performed. Information and results are also available for individuals to access through the Vincere's online patient portal.

Consults:

Vincere recommends that most imaging, including whole-body MRI and low-dose lung CT, be completed prior to their initial oncology consultation. Physicians will then be able to review all imaging results with the patient and discuss any required follow-up surveillance or treatment.

Any imaging that is completed following the initial consults will also be discussed with the patient via telephone. In-person follow-up appointments are also available, if necessary.

- **Initial Oncology Consult:**
Vincere offers all individuals an initial oncology consult. During this consult, Dr. Shukla will review their occupational exposure history, as well as medical and family history. Dr. Shukla will also review all screening, imaging, and test results with the individual, and provide further recommendations.
- **Urology Consults with a Urologist:**
Vincere has a board-certified urologist who provides urology consults and prostate cancer screening. During this consult, Dr. Bans will review their medical and family history, perform physical exams, review all pertinent blood and test results, and provide recommendations for further follow-up or tests.
- **Dermatology Consult and Full Body Skin Exam:**
Vincere offers dermatology consults and full-body skin exam by board-certified dermatologists and physician assistants.
Any suspicious skin lesions will be biopsied (via shave biopsy or punch biopsy) and sent for histological examination, and reviewed by a board-certified pathologist.



Cryosurgery (liquid nitrogen treatment) will also be done at the same visit, as necessary. Surgery, including Mohs surgery, is also available – Dr. Carlos Rodriguez is a board-certified dermatologist and Moh's surgeon. Dr. Pablo Prichard is a board-certified plastic and reconstructive surgeon, with extensive experience in surgery for skin cancer and reconstruction.

Vincere has an in-house pathology lab that is capable of dermatopathology. Dr. Michael Keeney, is a board-certified pathologist and Medical Director of Vincere Molecular and Pathology Lab, and has extensive experience in dermatopathology. Dr. Carlos Rodriguez, is also a fellowship trained dermatopathologist.

Imaging Tests:

Routine cancer screening imaging tests include whole-body MRI, low-dose lung CT, and QT breast ultrasound. Other imaging tests, including CT, MRI, PET, ultrasound, etc. will be ordered, if necessary.

Low-dose lung CT and whole-body MRI scans will be a combination of traditional Imaging, and also interpreted by Vincere/UCLA Artificial Intelligence for screening.

QT breast ultrasound will be performed at Vincere Cancer Center, and also interpreted by Vincere physicians.

All imaging will be done by trained radiologic technologists and interpreted by board-certified radiologists and physicians.

SimonMed Imaging and RadNet Imaging is accredited by the American College of Radiology and is a designated Lung Cancer Screening Center with the American College of Radiology. All imaging reads will be done by board-certified radiologists.

Vincere's radiologist, Dr. Eszter Wolf, is a board-certified diagnostic radiologist with additional fellowship training in breast imaging. Dr. John Klock, is trained in Internal Medicine with fellowship training in Hematology and Oncology. He is also the Founder and Managing Director of QT Ultrasound Labs.

- **Whole-Body MRI:**

MRI offers superior imaging quality without the need for ionizing radiation. It also allows for detection of numerous types of cancers, and is even the recommended modality for detecting and staging for some (including multiple myeloma, lymphoma, metastatic bone disease, and ovarian cancer and peritoneal disease).

Advantages: Whole-body MRI offers high soft tissue contrast and spatial resolution, making it superior to other imaging modalities including CT and ultrasound.

MRI is highly sensitive and is often used in detecting and staging numerous cancers, reducing the need for further imaging if abnormalities are detected.

Whole-body MRI is not associated with ionizing radiation (whereas CT is), and not user-dependent (whereas ultrasound is user-dependent and subjective to interpretive error).

Furthermore, whole-body MRI is able to detect more cancers than CT or point-of-care ultrasound, as shown in the figure below.



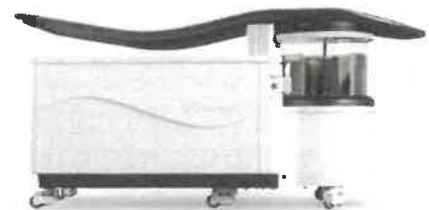
Organ	MRI	CT	Ultrasound
Brain	✓	⊖	×
Spine	✓	⊖	×
Thyroid	✓	⊖	✓
Lung	✓	⊖	×
Liver	✓	⊖	✓
Gallbladder	✓	⊖	✓
Pancreas	✓	⊖	✓
Spleen	✓	⊖	×
Kidney	✓	⊖	✓
Adrenal Gland	✓	⊖	✓
Bladder	✓	⊖	✓
Ovary	✓	×	✓
Uterus	✓	×	✓
Prostate	✓	⊖	×
✓ Useful screening tool × NOT a useful screening tool ⊖ Useful, but utilizes harmful radiation			

- **Low-Dose Lung CT:**

Low-Dose Lung CT is the recommended screening test for lung cancer, and follow-up will be made based on Lung Rads, as well as the individual's personal and family history.

- **QT Breast Ultrasound:**

QT breast ultrasound has higher detection rates compared to mammography, especially for cystic and benign breast lesions. This is particularly advantageous among younger women with dense breast tissue, when mammography is not recommended and associated with false negatives. QT also does not involve compression or radiation, making it a more comfortable alternative modality for breast imaging.



Advantages: QT ultrasound is especially beneficial among young, high-risk patients with dense breasts, where mammography is not recommended and often associated with false negatives. QT ultrasound also does not involve compression or radiation, which allows for a more comfortable alternative to mammography.



Blood Tests:

- **Galleri Multi-Cancer Early Detection Test:**

The Galleri test is the first of its kind, and state-of-the-art test for early cancer detection. The Galleri test is a simple blood test that can detect the presence of over 50 different cancers, and identify the site of the cancer's origin.



This test, has the ability to detect over 50 cancers, including twelve of the deadliest cancers which are responsible for 2/3 of cancer deaths per year (cancer of the head and neck, lung, esophagus, stomach, liver/bile duct, pancreas, ovary, bladder, anus, colon/rectal, plasma cell, and lymphoma).

The Galleri test is a simple non-invasive blood test that can detect the presence of over 50 different cancers (with a 99.5% specificity), and identify the site of the cancer's origin (with an 89% accuracy). The risk of false positives is low – 0.5% (detecting a cancer signal when no cancer is present).

This test is capable of detecting cancer of the: *(also shown in the below figure)*

Head and Neck: nasal cavity, oral cavity, esophagus, pharynx, larynx

Chest: lung, mesothelioma

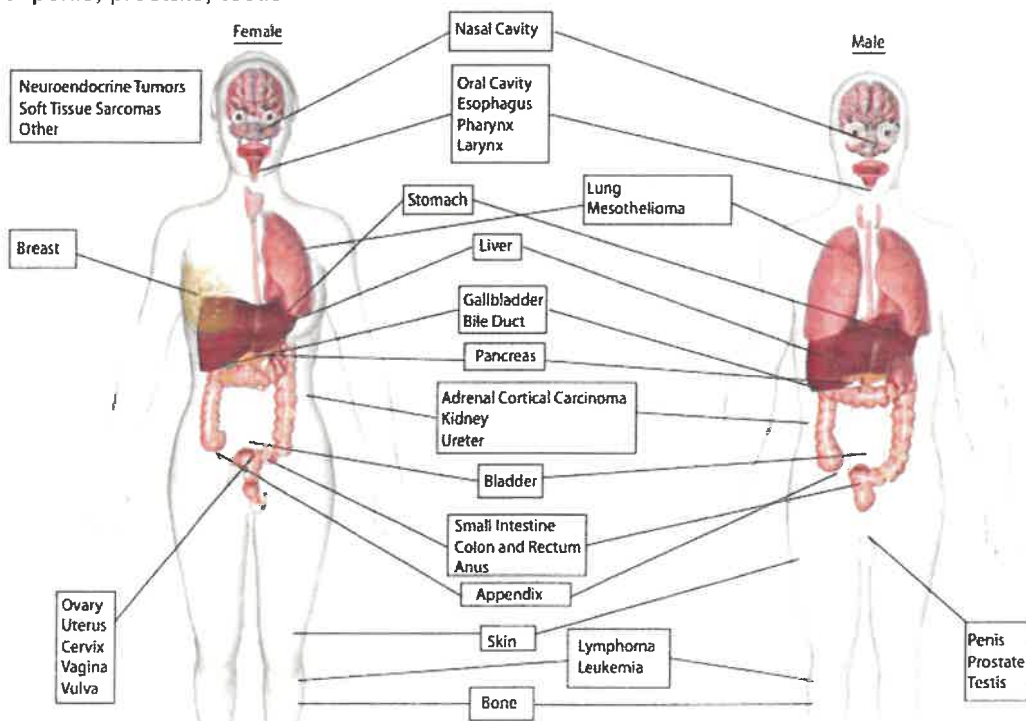
Abdomen and Pelvis: stomach, liver, gallbladder, bile duct, pancreas, kidney, adrenal cortex, ureter, bladder, appendix, small intestine, colon and rectum, anus

Blood: lymphoma, leukemia

Other: bone, skin, neuroendocrine tumors, soft tissue sarcomas

Female: breast, ovary, fallopian tube, uterus, cervix, vagina, vulva

Male: penis, prostate, testis





- **Stage Zero Aristotle Test:**

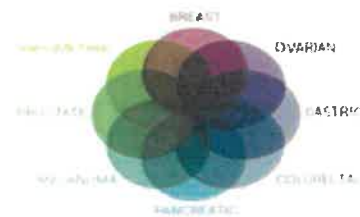
The Stage Zero Aristotle Test is a new state-of-the-art blood test that utilizes mRNA to detect molecular signatures of 9 different types of cancer. This test is especially beneficial in younger populations, as it is not stage dependent.

The Stage Zero Aristotle Test can detect the following cancers: colorectal, stomach, liver, bladder, prostate, breast, ovarian, cervical, and endometrial cancer.

- **Myriad Genetics:**

Myriad Genetic Testing analyzes the individual's DNA to detect genetic mutations that increase their risk of certain cancers. Approximately 5-10% of all cancers are caused by an inherited mutation. Individuals with an inherited mutation or hereditary cancer are more likely to have relatives with the same type of cancer, may develop their cancer at a much earlier age, often develop more than one cancer in their lifetime, and are much more likely to develop certain types of cancer than the general public.

Myriad myRisk Genetic Test is a multi-gene panel that analyzes genes associated with hereditary cancers, including breast, ovarian, colorectal, endometrial, pancreatic, gastric, prostate cancer, and melanoma.



- **Blood Test for Tumor Markers:**

(Including: CBC w/ differential, BMP, Blood Protein, Electrophoresis, Ig, PSA, CA-125, HCG, calcitonin, AFP)

Tumor markers are substances, such as proteins, found inside the blood that may be an indication of cancer. By analyzing the blood for specific biomarkers and its levels, a simple blood test can be used as an additional modality in the screening and tracking of cancer.

- **Syantra DX | Breast Cancer:**

Syantra DX | Breast Cancer is a new blood test that measures a panel of gene expression biomarkers that are associated with breast cancer. It is effective in detecting cancer in early stages, when outcomes are often better. This test will be especially advantageous among younger women and women with dense breast tissue, when the sensitivity of mammography is reduced. Syantra DX | Breast Cancer has a sensitivity of 91.7% and an 98.5% accuracy for women under the age of 50 years.

Endoscopies and Colonoscopies:

- **Colonoscopies:**

Colonoscopies will be offered for colorectal cancer screening. These will be done at our surgery center by a board-certified gastroenterologist or board-certified colorectal surgeon. Since colonoscopies require anesthesia and pre-procedure preparation, these will be scheduled for a separate visit from consultations. During the colonoscopy, any polyps or suspicious lesions will be biopsied and/or removed. Any tissue that is removed will be sent for histological examination, and reviewed by a board-certified pathologist.



- **Upper Endoscopies:**

Upper endoscopies will be offered for gastrointestinal screening of the esophagus, stomach, and small intestines. These will be done at our surgery center by a board-certified gastroenterologist. Since upper endoscopies require anesthesia, these will be scheduled for a separate visit from consultations. During the endoscopy, any suspicious lesions will be biopsied and/or removed. Any tissue that is removed will be sent for histological examination, and reviewed by a board-certified pathologist.



VINCERE

CANCER CENTER

Cancer Screening Program



Whole Body MRI

Scans the body from head to toe to screen for cancer, inflammation, and obstructive processes in the body



Male Urologic Exam

Screens for Prostate and Testicular Cancer through PSA's and Digital Rectal Exams



Low Dose Lung CT

Screens for Lung Cancer and Mediastinal Cancers (Thymoma, Lymphoma, and Mesothelioma)



Breast Exam

The use of Mammography and 3D Ultrasound to detect the presence of Breast Cancer



Skin Exam

Full body exam to screen for Melanoma, Squamous Cell Carcinoma, and Basal Cell Carcinoma



Genetic Testing

Helps identify those who are genetically predisposed to cancer by looking for changes in genes, chromosomes, or proteins



Liquid Biopsy

Looks for methylation status of cell-free DNA patterns to determine if there is cancer present in the body



Colonoscopy & Endoscopy

Procedures that screen for Colon Cancer, Rectal Cancer, Esophageal Cancer, and Head and Neck Cancers

FOR MORE INFORMATION PLEASE CALL OR VISIT

Vincere Cancer Center
7407 East McDowell Ave. Scottsdale, AZ 85260
VincereCancer.com | (480) 305-5390



12. Describe how account coordination between your firm and the TFMRD will be accomplished.

Account coordination will be accomplished through Dr. Vershalee Shukla with Vincere Cancer Center and Vincere accountants.

13. Describe the following standard billing practices:

a. How your firm ensures invoice amount corresponds with contract pricing.

All services are tracked using our practice management system with set pricing for each service. All services are verified at the end of each month prior to invoicing the City.

b. Your firm's ability to clearly itemize the services to be provided on the invoice.

A report which itemizes each service is generated and can be attached to the invoice. A spreadsheet with all services and invoicing details will also be shared with the City.

c. How discrepancies between the invoice amount and the contract pricing are corrected.

Each account will be audited each month by a member of our accounting firm and a member of the clinic familiar with the First Responder Cancer Screening Program billing and invoicing. Any discrepancies will be refunded in a timely manner through our accounting and finance department.

d. Coordination of billing between contractor and subcontractor.

All accounts are set up with our contractors to bill Vincere for services rendered. Vincere Cancer Center will bill for all services rendered and then pay all subcontractors accordingly.



14. Provide an example exam report that will be provided to each firefighter.

Information about cancer screening and on-line risk assessment questionnaires will be made available to the Tempe Fire Medical Rescue Department to disseminate to its members. At the time of scheduling, an intake specialist will review briefly their demographics and medical or family history to determine their risk level for cancer. Our intake specialists will help schedule the initial cancer screening appointments accordingly, and individuals will be given an overview of the cancer screening program. All subsequent screening and procedures will be discussed with the individual – including the details of the tests, reason for the test/procedure, risks and benefits, and alternatives. Information sheets are also available for the individuals when needed. Scheduling for procedures, such as endoscopies and colonoscopies, will be coordinated with the individual. Pre-procedural information and preparations will be discussed with the individual either in-person or over-the-phone, and follow-up information will be sent to individuals via email, and made available on the Vincere online patient portal.

At the time of their consults, each individual will receive a personalized folder, including all their imaging reports, pre-procedure preparation and information for further tests that are required. All individuals will receive copies of the imaging results (including low-dose lung CT, whole-body MRI, and QT ultrasound), procedure reports (upper endoscopy and colonoscopies), laboratory results, pathology reports (from any biopsies taken during dermatology visits or endoscopies and colonoscopies), genetic testing, and any other screening test that is performed. Information and results are also available for individuals to access through the Vincere's online patient portal. All patients will have access to their online patient portal as well.

Sample reports are shown on the following pages.



Whole-Body MRI:



SimonMed
See Tomorrow Today

Patient Name: [REDACTED]
Patient ID: [REDACTED]
Gender: Male
Date of Birth: [REDACTED]
Referring Physician: SHUKLA, VERSHALEE

Accession Number: [REDACTED]
Location: SimonMed AZ Mountain View
Exam Date: September 16, 2020 08:30
Modality: MR
Report Status: Final

CANCER SCREENING MRI

CLINICAL HISTORY: Whole body screening.

COMPARISON: None.

TECHNIQUE: Routine whole body screening protocol without intravenous gadolinium contrast. Imaging was performed on a 3 Tesla MRI scanner.

FINDINGS:

BRAIN: Negative for mass effect or hydrocephalus. The globes appear grossly symmetric and unremarkable. No significant paranasal sinus disease is seen.

NECK: No obvious mass or lymphadenopathy.

CHEST: Evaluation for lung masses and consolidation is limited on MRI. The thoracic aorta appears within normal limits for size. Negative for adenopathy.

ABDOMEN and PELVIS: No obvious significant abnormality is seen of the liver, spleen, pancreas, adrenal glands or kidneys on this noncontrast screening exam. The gallbladder is present. There is no biliary duct dilation. Negative for abdominal aortic aneurysm. Evaluation of bowel is limited on MRI. The prostate gland is normal in size (please note this exam is not tailored for detection of prostate pathology). Negative for ascites or adenopathy. No focal signal abnormality is seen of the testicles.

OSSEOUS STRUCTURES: No obvious suspicious focal lesion is seen.

IMPRESSION:

1. Overall benign-appearing noncontrast screening examination, as detailed above.

Reported by: RYAN COLEMAN M.D

Electronically Signed by: Provider (COLEMAN, RYAN) on September 17, 2020 @ 15:30

Thank you for your kind referral. If you require further assistance, please contact our Radiologist Hotline at 855-RAD-TALK (855-723-6265)
Report exported on Thu Oct 1, 2020 14:00:03 -0700 - Page 1 of 1



Low-Dose Lung CT:



SimonMed
See Tomorrow. Today

Patient Name:	[REDACTED]	Accession Number:	[REDACTED]
Patient ID:	[REDACTED]	Location:	SimonMed AZ Mountain View
Gender:	Male	Exam Date:	September 16, 2020 09:00
Date of Birth:	[REDACTED]	Modality:	CT
Referring Physician:	SHUKLA, VERSHALEE	Report Status:	Final

LOW DOSE CT LUNG CANCER SCREENING

INDICATION: Encounter for screening for malignant neoplasm of respiratory organs. Occupational exposure. First responder.

COMPARISON: None.

TECHNIQUE: Thin section axial CT through the thorax without intravenous contrast utilizing a low dose lung cancer screening protocol. Coronal, sagittal and MIP reformations were generated. CT scan done according to ALARA (As Low As Reasonably Achievable).

FINDINGS:

Pulmonary nodules: 4 mm subpleural solid nodule in the posterior left upper lobe (series 202, image 50).

Pulmonary parenchyma: No consolidation. No emphysema.

Airways: The central airways are patent.

Pleural space: There is no pleural effusion.

Lymph nodes: No enlarged mediastinal, hilar or axillary lymph node.

Mediastinum: No lesion.

Heart and great vessels: Normal heart size. No coronary artery calcification. No pericardial effusion. No aneurysm.

Skeletal structures and chest wall: Degenerative changes of the thoracic spine.

Upper abdomen: No significant finding.

IMPRESSION:

1. 4 mm pulmonary nodule in the left upper lobe. This is compatible with Lung RADS category 2.
2. No acute cardiopulmonary process.

Lung-RADS Category 2 - Benign Appearance or Behavior: Solid nodule(s): < 6 mm; new < 4 mm; Part solid nodule(s): < 6 mm total diameter on baseline screening; Non-solid nodule(s) (GGN): <30 mm, or >= 30 mm and unchanged or slowly growing; Category 3 or 4 nodules unchanged for >= 3 months.

Management: Continue annual screening with low dose unenhanced screening CT in 12 months.

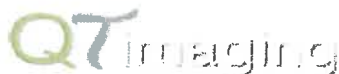
Reported by: JASPREET BISLA M.D

Electronically Signed by: Provider (BISLA, JASPREET) on September 21, 2020 @ 08:56

Thank you for your kind referral. If you require further assistance, please contact our Radiologist Hotline at 855-RAD-TALK (855-723-8255)
Report exported on Thu Oct 1 2020 13:59:43 -0700 - Page 1 of 1



QT Breast Ultrasound:



QT Imaging Breast Scan
Performing Provider: John C. Klock, M.D.

Name: [REDACTED] years, Female, DOB: [REDACTED]

Visit Date: [REDACTED]

Visit Location: Vincere Center 7469 East Monte Cristo Avenue, Scottsdale AZ 85260

EXAM: QT ULTRASOUND BILATERAL BREAST IMAGING

TECHNIQUE: Transmission and reflection multiplanar 3-dimensional ultrasound volographic imaging of both breasts was performed using the QT Ultrasound Series 2000 Model-A scanner. Images were reviewed in the QTviewer v2.6.1 – *research version*. The nipple-areolar complex, skin, and residual breast tissues were evaluated. The breast was visualized from the nipple to the insertion of the pectoralis minor muscle at the chest wall.

COMPARISON: None

HISTORY: Normal mammograms in 2015 and 2018 (reports reviewed). Family history of lung cancer. Meds = progesterone, estradiol, Vitamins C, D3, glutathione, sermorelin, GAC. Asymptomatic.

IMPLANTS: There are bilateral sub-pectoral breast implants with a speed of sound consistent with silicone. There is implant symmetry with no evidence of implant rupture (Fig 1). The implant capsules are without any associated masses or silicone accumulations. The left and right implant volumes visible are both 350 ml.

BREAST SYMMETRY: The breast tissue, shape and volumes anterior to the implants are symmetrical (Fig 1).

RIGHT BREAST FINDINGS:

Density: The breast tissue anterior to the implant is dense.

Image Quality: Acceptable.

Nipple, areola, and skin: The nipple and the areola are normal without thickening, retraction or masses.

Vascular and connective tissues: Penetrating arteries, superficial veins, Cooper's ligaments, and fat distribution show normal architecture.

Glandular and ductal tissue: There is a 6mm sub-areolar cyst (speed 1552 m/s) at 9 o'clock in coronal location P16 (Fig 2). The glandular tissue and ducts otherwise appear normal without calcifications or masses.

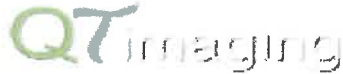
LEFT BREAST FINDINGS:

Density: The breast tissue anterior to the implant is dense.

Image Quality: Acceptable.

Nipple, areola, and skin: The nipple and the areola are normal without thickening, retraction or masses.

Vascular and connective tissues: Penetrating arteries, superficial veins, Cooper's ligaments, and fat distribution



QT Imaging Breast Scan
Performing Provider: John C. Klock, M.D.

Name: [REDACTED] years, Female, DOB: [REDACTED]
Visit Date: [REDACTED]
Visit Location: Vincere Center 7469 East Monte Cristo Avenue, Scottsdale AZ 85260

show normal architecture.

Glandular and ductal tissue: There is displaced muscle tissue anterior and lateral to the implant (Fig 3). The glandular tissue and ducts otherwise appear normal without cysts, masses or calcifications.

IMPRESSION: Unremarkable exam with benign findings.

RECOMMENDATION: Routine 12 month follow-up to confirm stability then every 24 months.

Electronically Signed by John C. Klock, M.D, on 3/25/2021 4PM

"The QT Ultrasound Breast Scanner is for use as an ultrasonic imaging system to provide reflection-mode and transmission-mode images of a patient's breast. The device is not intended to be used as a replacement for screening mammography." FDA 510k E162372

QT's most recent publication: Malik B, Iuanow E, Klock J. An Exploratory Multi-reader, Multicase Study Comparing Transmission Ultrasound to Mammography on Recall Rates and Detection Rates for Breast Cancer Lesions. Academic Radiology February 2021. <https://www.sciencedirect.com/science/article/pii/S1076633220306462>; <https://doi.org/10.1016/j.acra.2020.11.011>



Colonoscopy:



VINCERE PHYSICIANS GROUP PLLC
Natalee Sansone, MD
7469 E Monte Cristo Ave Scottsdale, AZ 85260-1618
Phone: (480) 306-5390 Fax: (480) 842-8761

Procedure Date: 09/07/2020

Colonoscopy Report

Endoscopist: Natalee Sansone, MD
Nurses: Caitlin Sandenaw
Medications: fentanyl, Lactated Ringers, midazolam
Instrument: 2208271
Quality of Bowel Prep: Adequate
Boston Bowel Prep Score: Left: 3
Transverse: 3
Right: 3
Total: 9
Withdrawal Time: 11 minutes
Extent of the Exam: terminal ileum
Visualization: Good **Tolerance:** Good
Complications: None **Co-Morbidity:** None

INDICATIONS FOR EXAMINATION: This procedure was performed for the First Responder cancer screening program.
Family history of father with colon polyps at 60 years old.

PROCEDURE PERFORMED: Colonoscopy with Moderate Sedation

FINDINGS:

One diminutive polyp in the transverse colon removed with cold forcep

One diminutive polyp in the sigmoid colon removed with cold forcep

BIOPSY PERFORMED: No

POLYPS REMOVED: Yes. Number Removed: 2. Location of the polyps: Transverse colon polyp, removed with cold snare

Sigmoid colon polyp, removed with cold snare

Removal Technique(s): Cold biopsy

ENDOSCOPIC DIAGNOSIS: Diminutive polyps in the transverse and sigmoid colon removed with cold forcep

FOLLOW UP: Repeat colonoscopy in 5 years or As per First Responder guidelines.

Report Electronically Signed By: Natalee Sansone, MD
Date & Time: 9/7/2020 01:36 PM



Upper Endoscopy:



VINCERE PHYSICIANS GROUP PLLC

Natalee Sansone, MD

7469 E Monte Cristo Ave Scottsdale, AZ 85260-1618

Phone: (480) 306-5390 Fax: (480) 842-8761

Procedure Date: 09/07/2020

Endoscopy Report

Endoscopist: Natalee Sansone, MD

Nurses: Caitlin Sandenaw

Medications: fentanyl, Lactated Ringers, midazolam, benedryl, 2% viscous lidocaine

Instrument: 2900126

Extent of the Exam: duodenum 2nd part

Visualization: Good Tolerance: Good

Complications: None Co-Morbidity: None

INDICATIONS FOR EXAMINATION: This procedure was performed for the First Responder cancer screening program.
History of heartburn for 18 years, usually after certain foods

PROCEDURE PERFORMED: Upper endoscopy with Moderate Sedation

FINDINGS:

Erosion along the circumference of the pylorus

Several erosions in the gastric antrum, biopsies obtained for Hpyori in the gastric antrum, body and fundus.

Grade A erosive esophagitis in the distal esophagus.

Mild duodenal bulb erythema.

BIOPSY PERFORMED: Yes

POLYPS REMOVED: No

ENDOSCOPIC DIAGNOSIS:

Erosion along the circumference of the pylorus

Several erosions in the gastric antrum, biopsies obtained for Hpyori in the gastric antrum, body and fundus.

Grade A erosive esophagitis in the distal esophagus.

Mild duodenal bulb erythema.

FOLLOW UP: Follow up per biopsy results and the First Responder guidelines.

Report Electronically Signed By: Natalee Sansone, MD

Date & Time: 09/07/2020

01:15 PM



Endoscopy Pathology Report:



VINCERE MOLECULAR & PATHOLOGY LAB
7469 E Monte Cristo Ave Scottsdale, AZ 85260-1618
Phone: (480) 306-5390 Fax: (480) 842-8761
CLIA # 03D2183334

Accession #:VC22-34



Date Collected: 2/10/2022

Date Received: 2/18/2022

Date Reported:

PATHOLOGY REPORT

Michael Keeney, M.D.
Pathologist

PHYSICIAN

Natalee Sansone, MD
Vincere Cancer Center
7469 E Monte Cristo Ave
Scottsdale, AZ 85260
Phone: (480) 306-5390
Fax: (480) 842-8761

Diagnosis & Interpretation

A. Sigmoid, Polypectomy
-Hyperplastic polyp.

Specimen Description

Specimen ID Verification:

All original container labels and subsequently attached labels match with patient name and specimen source identification as stated per the requisition. Gross examination performed at Vincere Molecular and Pathology Lab, 7469 E Monte Cristo Ave, Scottsdale, AZ 85260. ES

Gross Description

A. RECEIVED IN FORMALIN IS A SINGLE PORTION OF TAN TISSUE, 0.4 CM. SUBMITTED IN A1.

Microscopic Description

A. Microscopic examination performed and the result(s) are incorporated in the above diagnostic line.

Clinical Information

Impression History:

A. Polyp vs Malignancy

All ancillary slide-based tests are performed with appropriately reacting controls. Those tests performed on decalcified specimens should be interpreted with caution. These tests were developed, and their performance characteristics determined by Vincere Molecular & Pathology Lab. Some antibodies have not been approved or cleared by the FDA. This test is used for clinical purposes. It should not be regarded as investigational or for research. The laboratory is certified under CLIA as qualified to perform high complexity testing. All ancillary slide-based tests on this case have been ordered by the rendering pathologist unless otherwise noted and are medically necessary for evaluation and/or diagnosis of the specimen.



Dermatology Pathology Report:



VINCERE MOLECULAR & PATHOLOGY LAB
7469 E Monte Cristo Ave Scottsdale, AZ 85260-1618
Phone: (480) 306-5390 Fax: (480) 842-8761
CLIA # 03D2183334
Accession #:VC21-147

Date Collected: 10/6/2021 Date Received: 10/8/2021 Date Reported:

PATHOLOGY REPORT

Michael Keeney, M.D.
Pathologist

Pablo Prichard, MD
Vincere Cancer Center
7469 E Monte Cristo Ave
Scottsdale, AZ 85260
Phone: (480) 306-5390
Fax: (480) 842-8761

Diagnosis & Interpretation

A. Skin, Right Forearm, Biopsy by Shave Method

-Basal cell carcinoma.

-The deep and peripheral margins are involved by malignancy.

B. Skin, Left Upper Back, , Biopsy by Shave Method

-Dermal nevus with mild atypia.

Specimen Description

Specimen ID Verification:

All original container labels and subsequently attached labels match with patient name and specimen source identification as stated per the requisition. Gross examination performed at Vincere Molecular and Pathology Lab, 7469 E Monte Cristo Ave, Scottsdale, AZ 85260. ES

Gross Description

A. RECEIVED IN FORMALIN IS A SHAVE BIOPSY OF TAN SKIN, 0.6 X 0.4 X 0.1 CM. THE MARGIN IS INKED BLACK AND THE SKIN IS BISECTED. SEPERATE IN THE CONTAINER IS BROWN FRIABLE POSSIBLE SKIN, 0.2 X 0.2 X 0.1 CM. SUBMITTED IN A1

B. RECEIVED IN FORMALIN IS A SHAVE BIOPSY OF TAN SKIN, 0.4 X 0.4 X 0.1 CM. THE MARGIN IS INKED BLUE AND THE SPECIMEN IS BISECTED. SUBMITTED IN B1

Microscopic Description

A. Microscopic examination performed and the result(s) are incorporated in the above diagnostic line.

B. Microscopic examination performed and the result(s) are incorporated in the above diagnostic line.

Clinical Information

All ancillary slide-based tests are performed with appropriately reacting controls. These tests performed on decalcified specimens should be interpreted with caution. These tests were developed and their performance characteristics determined by Vincere Molecular & Pathology Lab. Some antibodies have not been approved or cleared by the FDA. This test is used for clinical purposes. It should not be regarded as investigational or for research. The laboratory is certified under CLIA as qualified to perform high complexity testing. All ancillary slide-based tests on this case have been ordered by the rendering pathologist unless otherwise noted and are medically necessary for evaluation and/or diagnosis of the specimen.



Galleri Test:



Test M. Patient GRAL-D54L84D138866

Multi-cancer early detection test report

Patient

Name: Test M. Patient
Patient ID: MRN 1234 5678 9101
DOB: 01 JAN 1970
Bio Sex: Male
Email: test.patient@example.com

Sample

GRAL ID: GAL24D138866
Report Date: 28 MAY 2021 14:57
Collection Date: 28 MAY 2021 14:57

Ordering Provider

Name: Physician
Location: Hospital
Address: 456 Hospital Way
Paid City, CA 94300
Phone: (123) 456 7890
Fax: (987) 654 3210

Results

Cancer Signal Detected

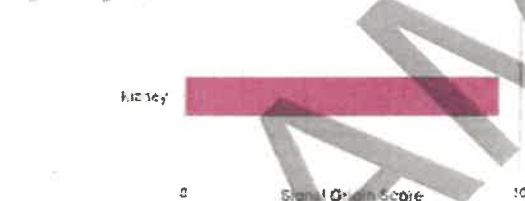
The Galleri Test detected information suggestive of cancer. The analyzed cell-free DNA contained from the patient sample. **Diagnostic evaluation for cancer should be conducted.**

In some cases, the Galleri Test may produce a false-negative result. In such cases, a diagnostic evaluation should be conducted. The Galleri Test is not intended to be used by the general public. It is intended for use by healthcare providers. The results of the Galleri Test should be discussed with the healthcare provider.

The Galleri Test is not intended to be used for the purpose of diagnosing or predicting the outcome of cancer treatment.

Top Predicted Signal Origin Kidney

Signal Origin Score



This chart shows the top predicted cancer signal origin. The cancer signal is predicted by the Galleri Test. This chart does not provide an indication of the overall health of the patient. The cancer signal origin is predicted to be kidney. Diagnostic evaluation should be conducted.

For more information, please contact your healthcare provider. For more information, please contact your healthcare provider.

Incidental findings: category of the predicted origin

Kidney: kidney

When a cancer signal is detected, even if the diagnostic evaluation of the cancer signal origin is negative, the patient should be informed that the maximum for cancer findings is elevated and may warrant further evaluation. Healthcare providers should contact the patient's healthcare provider. For more information, please contact your healthcare provider.

Comments:

The patient is healthy.

GRAIL

GRAIL is a multi-cancer early detection test. It is not intended to be used for the purpose of diagnosing or predicting the outcome of cancer treatment. The results of the GRAIL Test should be discussed with the healthcare provider. For more information, please contact your healthcare provider.

Page 3



Stage Zero Aristotle Test:



Aristotle® Multi-Cancer Panel LABORATORY RESULTS

Patient	Name	Patient ID #	Specimen	Collection Time	Specimen ID	Provider	Requesting Provider	
	Gender	Birthdate		Phone #	Collection Date		Report Type	VERSHALEE SHUKLA
	Age				Received Date		Report Date & Time	VINCERE CANCER CENTER
								7409 E MONTIC CREST AVE
							5007TSDALE AZ 85265	
							Chem ID#	
							03119	

Test Results

Aristotle Multi-Cancer Molecular Signature Detection Panel

Bladder Cancer	Molecular Signature Not Detected	Endometrial Cancer	Molecular Signature Not Detected
Breast Cancer	Molecular Signature Not Detected	Liver Cancer	Molecular Signature Not Detected
Cervical Cancer	Molecular Signature Not Detected	Ovarian Cancer	Molecular Signature Not Detected
Colorectal Cancer	Molecular Signature Not Detected	Stomach Cancer	Molecular Signature Not Detected

Test Description

The Aristotle Multi-Cancer Molecular Signature Detection Panel is a laboratory developed test (LDT) that analyzes the gene expression profile from human peripheral blood tissue. The gene expression profile generated by the test is analyzed to determine if it has significant similarity to any of the gene expression signatures identified in each of the cancers that comprise the test panel.^{1,2}

Intended Use

The Aristotle test is a qualitative test intended to determine if the gene expression profile, or signature, captured from a peripheral blood sample is similar to the gene expression signature from any of the cancer types, diagnosed according to current clinical and pathological best practices, that comprise the test panel. This is accomplished by calculating a numerical value, or score, from the gene expression signature corresponding to each of the different cancer types and assessing if the outcome is above a pre-determined threshold and thus, a positive or negative indication of similarity (i.e. detected or not detected) to any of the previously defined cancer gene expression signatures.

The Aristotle test is ordered by prescription only and must be evaluated by a qualified health professional in the context of the patient's clinical history and other diagnostic test results. This test was validated, and its performance characteristics determined, in a population, both male and female, with a mean age of 60 ± 26 years (mean ± 2SD), age range 26-97.

Limitations

The Aristotle test is not intended to diagnose the presence of any cancer or pre-cancerous condition that cannot be diagnosed according to current clinical or pathological best practices. The test is not intended to re-classify or modify any diagnoses by current clinical or pathological best practices, nor to predict disease course, patient survival, treatment efficacy and/or help determine optimal therapy. The Aristotle test has been validated only for the molecular signatures of the cancers reported. A "Molecular Signature Detected" result requires a confirmatory diagnostic evaluation. False-positive and false-negative results may occur with Aristotle.



15. Do you agree to administer all services in compliance with HIPAA Privacy and Security?

Yes, Vincere Cancer Center places a large emphasis on patient privacy and confidentiality. All services, records, and medical documentation will be in compliance with HIPAA Privacy and Security.

All research activities and documents have been cleared by an Institutional Review Board (IRB), and follow Good Clinical Practice (GCP) according to International Conference on Harmonisation (ICH) guidelines. All staff involved with the FFCCS, as well as other research studies, have received training in Human Subjects Research, Good Clinical Practice (GCP), Health Information Privacy and Security, and Conflict of Interest.

16. Indicate if your firm or any of its principals have been debarred or suspended from contracting with any public agency.

No – neither Vincere Cancer Center nor any of the principal members listed have been debarred or suspended from contracting with any public agency.

17. Identify any exceptions taken in regard to the terms and conditions provide herein. All exceptions shall be clearly defined and the changes requested clearly identified in the proposal response. Exceptions taken will be considered during the evaluation process. If no exceptions are taken, please provide a statement indicating that your firm accepts the City's terms and conditions as provided herein.

Vincere Cancer Center accepts the City of Tempe's terms and conditions as provided.

NOTE: An Appendix containing resumes and medical licenses have been included as a separate file.

Pricing Section

“Return this Section with your Response”

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	QT breast ultrasounds for all female firefighters 30 and older	Each	\$ 600
2.	Low dose lung CT for all firefighters and fire inspectors 35 and older	Each	\$ 400
3.	Whole body MRI for all firefighters and fire inspectors 35 and older	Each	\$ 2,500
4.	Galleri cancer blood testing for all firefighters and fire inspectors	Each	\$ 950
5.	Prostate cancer screen for all male firefighters and fire inspectors 35 and older	Each	\$ 200
6.	Full body skin exams for all firefighters and fire inspectors 35 and older (includes biopsies)	Each	\$ 200
5.	Oncology consults, exams and follow-up for all firefighters and fire inspectors	Each	\$ 180
Optional Services (please add additional services offered by your firm)			
6.	Endoscopy for firefighters and fire inspectors 40 years and older (includes surgeon, anesthesia, and facility fees, as well as biopsies)	Each	\$ 3,500
7.	Colonoscopy for firefighters and fire inspectors 40 years and older (includes surgeon, anesthesia, and facility fees, as well as biopsies)	Each	\$ 4,000
8.	Blood work and biomarkers (CBC w/ differential, BMP, Blood Protein, Electrophoresis, IG, PSA, CA-125, HCG, calcitonin, AFP)	Each	\$ 395 (Female) \$ 450 (Male)
9.	Myriad Genetics (recommended for certain individuals with significant family history of certain cancers)	Each	\$ 3,900
10.	Stage Zero Aristotle blood test	Each	\$ 950
11.	Syantra DX Breast Cancer (screening blood test for breast cancer)	Each	TBD

* Applicable Tax 0 %

* State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.

Less prompt payments discount terms of % days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Pricing Section

“Return this Section with your Response”

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:	Yesenia Lored-Flores	Letters A – H and Numbers
	Carlene Foster	Letters I – Z
	Scott Gruber	General AP Inquiries and AP Checks

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: Vincere Physicians Group / Vincere Cancer Center

Company Purchase Order Mailing Address:

Street Address: 7469 E. Monte Cristo Avenue

City, State, Zip: Scottsdale, Arizona 85260

Contact Person: Vershalee Shukla

Phone Number: 480-306-5390

E-mail Address: drshukla@vincerecancer.com

Cell Number: 713-992-8733

Remit to Information

Company Name (as it appears on invoice): Vincere Physicians Group

Company Payment Remit to Address:

Street Address: 7469 E. Monte Cristo Avenue

City, State, Zip: Scottsdale, Arizona 85260

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?

Yes

☐

No

☒

Will your company accept Payment via ACH (Automated Clearing House) for payment?

Yes

☒

No

☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

V. Shukla
Signature of Authorized Offer

Sept. 7, 2022
Date

Vershalee Shukla, MD
Print or Type Name of Authorized Individual

Co-Founder / Medical Director
Title of Authorized Individual

Anti-Discrimination Policy



COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy or complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

- ☒ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;
- ☐ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Anti-Discrimination Policy



Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE

CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

____ Current copy of antidiscrimination policy attached

OR

____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company



Vincere's Anti-Discrimination Policy:

2.2 Non-Harassment Policy / Non-Discrimination Policy

Advanced Staffing Management, LLC prohibits discrimination or harassment based on race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and is free from discriminatory practices, including without limitation harassment. Consistent with its workplace policy of equal employment opportunity, Advanced Staffing Management, LLC prohibits and will not tolerate harassment on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, veteran status or any other status protected by applicable law. Violations of this policy will not be tolerated.

Discrimination includes, but is not limited to: making any employment decision or employment related action on the basis of race, color, religion, creed, age, sex, disability, national origin, marital or veteran status, or any other status protected by applicable law.

Harassment is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic, that denigrates or shows hostility or aversion toward the person because of the characteristic, and which affects the person's employment opportunities or benefits, has the purpose or effect of unreasonably interfering with the person's work performance, or has the purpose or effect of creating an intimidating, hostile or offensive working environment. Harassing conduct includes, but is not limited to: epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment include: unwelcome or unsolicited sexual advances; displaying sexually suggestive material; unwelcome sexual flirtations, advances or propositions; suggestive comments; verbal abuse of a sexual nature; sexually oriented jokes; crude or vulgar language or gestures; graphic or verbal commentaries about an individual's body; display or distribution of obscene materials; or physical assault of a sexual nature.

Checklist for Submittal

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included ✓
1.	One signed and completed copy of the Proposal response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a.	Signed and Completed Vendor's Offer Form	✓
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above.	✓
3.	Proposal Questionnaire	✓
4.	Pricing Section	✓
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	N/A
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	✓
7.	Signed Addenda (if applicable)	

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:

<https://ww2.tempe.gov/bids/>



Thank You

Thank you for the opportunity to submit our proposal for Cancer Screening for Firefighters for the City of Tempe (RFP #23-039).

Firefighters and fire investigators are at an increased risk of cancer from occupational exposure to numerous known and suspected carcinogens. As a result, cancer screening is crucial. Vincere Cancer Center's First Responder Cancer Screening Program was specially designed for firefighters. Our comprehensive cancer screening program, led by board-certified physicians, incorporates the latest technologies and state-of-the-art screening, including whole-body MRI with artificial intelligence, QT breast ultrasound, and Galleri, which is capable of detecting over 50 cancers with a single blood test.

It would be an honor to provide comprehensive cancer screening services for the City of Tempe. Please feel free to contact us with further questions.

Sincerely,

V. SHUKLA, MD

Vershalee Shukla, MD
Co-Founder and Medical Director
Vincere Physicians Group / Vincere Cancer Center

