

RFP 21-17-SSP EXECUTIVE COMPENSATION CONSULTING SERVICES

Provided by H Lee Moffitt Cancer Center. Active from 2/17/2021 3:00 PM CST until 3/15/2021 1:00
PM CST.

1. EXECUTIVE SUMMARY

Moffitt Cancer Center Overview

The H. Lee Moffitt Cancer Center and Research Institute, Inc. ("Moffitt"), located in Tampa, Florida, began operations in 1986. As an academic and research medical center, Moffitt is a National Cancer Institute-designated oncology research institute in Florida and one of the Southeast's leading cancer centers.

Comprised of an inpatient facility, ambulatory outpatient surgery center, ambulatory clinics, a cancer screening facility and research laboratories, Moffitt offers a sophisticated network of services and technologies that assure the citizens of its region convenient, cost-effective, high quality health care. Moffitt's workforce is currently comprised of a diverse and robust group of individuals ranging from full-time and part-time employees, medical residents, volunteers, students and interns, all engaging in varying scopes and projects across the institution.

2. RFP PURPOSE AND OBJECTIVE(S)

Request for Proposal (“RFP”) Overview

Moffitt Cancer Center is seeking proposals from qualified consulting firms to provide services to support its Joint Executive Compensation & Benefits Committee (“JECBC”) in conducting a total compensation and benefits analysis for “disqualified persons” at Moffitt. The awarded firm will provide support to the Human Resources department by providing ad hoc compensation consulting services, including pricing of identified positions, as well as reviewing executive compensation on an annual basis. The compensation review will consist of a report to the Moffitt JECBC that will provide a marketplace analysis of current and proposed compensation and will take into consideration and report upon national markets, the local market, comparable positions, and other information deemed relevant to compensation.

3. RFP PROPOSAL PROCESS

RFP Contents

This RFP package includes the following documents and contents, which require responses as part of the Respondent's proposal as indicated:

1. RFP Document – **requires response**
2. Submit copy of W-9 Form - **requires response**
3. Supplier Diversity Utilization and Subcontracting Plan (Appendix 1) – **requires response**
4. Intent to Bid Form (Appendix 2) - **requires response**

RFP Timeline

This RFP shall be conducted under the following timeline, which is subject to change only upon prior approval by the Moffitt Purchasing Department and granted to all responsive parties (hereinafter "Respondent(s)" or "Vendor(s)").

- Issuance of Bid - 02/17/2021
- Intent to Bid Form - 02/25/2021
- Respondent Pre-Submission Conference Call - 03/01/2021
- Bid Packages Due from Respondents - 03/15/2021
- Finalist Interviews - April, 2021 (dates will be provided later)
- Award of Bid - TBD

On the date indicated above for 'Bid Packages Due from Respondents' in the timeline section of this RFP, Respondent's bid must be received, via email, in accordance with the requirements below, by no later than 2:00 p.m. Eastern Daylight Time ("EDT").

Respondent Pre-Submission Conference

Moffitt will conduct a Respondent Pre-Submission conference call to further clarify and discuss the requirements of this RFP on the following date and time, utilizing **Conference Number: 800-206-6032, Conference ID: 7457113. Date: March 1, 2021 Time [EDT]: 2:00PM**

Response Requirements

All bid responses, proposals, and communications, required during the RFP process must be directed to:

- Lori Perks
- Contract Sourcing Administrator
- rfp@Moffitt.org

All responses received are deemed confidential in nature and should be submitted in electronic format via email only.

Failure to adhere to these requirements may result in Respondent not being considered.

Award Criteria

The award of this RFP is subject to the terms and conditions contained herein, in addition to any supplemental terms and conditions developed by Moffitt during the course of this RFP process to augment purchase order conditions of the purchase.

Quality of service, pricing, products, acceptance of Moffitt's Vendor Contracting Requirements, Supplier Diversity and other terms of purchase will be an integral part of the decision selection process.

If Respondent is awarded this RFP bid, a guideline will be developed that will quantify, monitor, and provide a plan for Respondent to cure any deficiencies which shall include, but not be limited to, reimbursement of personnel and administrative costs, monetary assessment for continual deficiencies, and possible cancellation of agreement.

Moffitt reserves the right to award this RFP bid, in whole or in part, to the Respondent that can best meet Moffitt's business and regulatory needs, in Moffitt's sole and absolute discretion.

Moffitt assumes no responsibility and bears no liability for costs incurred by a Respondent in the preparation and submittal of a bid in response to this RFP.

4. RFP RESPONDENT INFORMATION

*** 4.1 Please provide Respondent's full company name, address, city, state, zip code, telephone, and fax numbers.**

*** 4.2 Please identify the name, title, address, phone and fax numbers, and e-mail address of the primary contact person for this RFP response/project.**

*** 4.3 Please provide details on the financial stability of your organization.**

*** 4.4 Please provide a brief overview of Respondent's company including the number of years in business, number of employees, product and services offering, clientele market description, and any parent corporations if applicable.**

*** 4.5 Please provide confirmation that Respondent's company, and any affiliates: (i) are not "sanctioned persons" under any federal or state program or law; (ii) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (iii) have not been listed on the General Services Administration's list of Parties Excluded from Federal Programs; or (iv) have not been convicted of a criminal offense related to healthcare.**

- Confirmed
- Cannot Confirm

Comments

*** 4.6 In the past five (5) years has Respondent been a defendant in any litigation? If yes, please provide the docket number, a brief description of the nature of the litigation, and its current status.**

- Yes
- No

Comments

5. BUSINESS AND FUNCTIONAL REQUIREMENTS

Please provide a response to each of the following requirement(s) detailed below and advise as to whether or not Respondent's product(s), solution(s), and/or service(s) meet(s) can fulfill each of the identified capabilities/needs, and provide an explanation advising as to why or why not, (including context to the functionality) Respondent's product(s), solution(s), and/or service(s) provide(s) meets this requirement.

*** 5.1 Is Respondent able to conduct an executive compensation study that evaluates and provides pay levels for base salary, total cash compensation and total remuneration for the 25th, 50th, 75th and 90th percentiles? All forms of compensation at peer/benchmark institutions should be separately identified (i.e., base salary, bonus, annual incentive programs, supplemental pay, deferred compensation arrangements, and short-term and/or long-term incentive arrangements).**

- Yes
 No

Comments

*** 5.2 Is Respondent able to conduct a comparative analysis for executive benefits (including retirement, life insurance, LTD, paid time off, etc.), executive perquisites, and any other applicable broad-based benefits? Develop detailed comparisons by benefit/perquisite area to market.**

- Yes
 No

Comments

*** 5.3 Must prepare reports at minimum on an annual basis to present to the Joint Executive Compensation & Benefits Committee. Attend Committee meetings in person or virtually to present reports, provide continuous evaluation of the compensation philosophy and process, and respond to ad hoc requests. Include a description of the methodology and sources used in all analyses.**

- Confirm
- Cannot Confirm

Comments

*** 5.4 Must assess the reasonableness of the pay and benefits packages for those executives identified as disqualified persons and present assessment to the JECBC in the form of a reasonableness opinion letter. Demonstrate compliance for giving reasonableness opinions for not-for-profit organizations through interpretation and application of intermediate sanctions regulations.**

- Confirm
- Cannot Confirm

Comments

*** 5.5 Is Respondent able to conduct ad hoc analyses of executive positions that are new or updated? As needed, interview executives and or Committee members to determine the most applicable, appropriate and market competitive benchmarks for identified positions. Exhibit expertise in obtaining market data and comparisons, through existing or proposed surveys or unique peer groups, to include experience working with physician executives.**

Yes

No

Comments

6. SERVICES

*** 6.1 Please indicate the total number of not-for profit organizations, particularly healthcare centers, cancer centers and academic medical centers, provided with your service(s) in the last three years, the sizes of the clients, and how long you have been working with each client.**

*** 6.2 What are the key attributes that make Respondent's product(s), solution(s), and/or service(s) stand out in the market place as an ideal fit for this RFP and the goals Moffitt is trying to achieve?**

*** 6.3 Please list any industry awards that Respondent's product(s), solution(s), and/or service(s) has received, the awarding party, and the date received.**

*** 6.4 Provide a description of any services your firm has provided to the Cancer Center over the past three years.**

*** 6.5 Describe your service model (staff, responsibilities, frequency of meetings, team dynamics). If assigned service team is known, please provide resume/CV for each member who will be supporting the Cancer Center.**

*** 6.6 Please provide samples of reports, ROLs, salary analyses, and any other materials pertinent to the proposal.**

*** 6.7 Provide the following information for three current clients who may be contacted for references. (1) Name of contact, address and phone number. (2) Types of consulting services provided. (3) Beginning date of relationship.**

*** 6.8 Provide the following information for two clients who may be contacted for references that have discontinued use of your services during the last two years for reasons other than acquisition. Include only those clients that were using similar services as requested in this proposal. (1) Name of contact, address and phone number. (2) Types of consulting services provided. (3) Beginning and end date of relationship.**

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7. EXPERIENCE

*** 7.1 Please describe Respondent's experience in working with executive positions that are difficult to benchmark, that are new and/or emerging, or that are blended roles, e.g., physician executives.**

*** 7.2 Please describe Respondent's experience specific to working with healthcare organizations, cancer centers and academic medical centers.**

*** 7.3 Please describe Respondent's experience working with and presenting to Boards or committees of the Board.**

*** 7.4 Please describe Respondent's access to benchmarking data and surveys and what we could expect you to use to benchmark our jobs and identify and develop both existing and emerging roles as the industry evolves.**

8. PRICING

*** 8.1 Please describe any and all fees for services under this proposal.**

*** 8.2 Is Respondent willing to guarantee your fees for a specific period of time? If so, for what period of time and under what circumstances?**

*** 8.3 Does Respondent provide written agreement or a letter of engagement detailing services provided? If yes, please provide a sample.**

- Yes
- No

*** 8.4 Provide a sample fee structure to provide Moffitt Cancer Center with a comprehensive annual review of executive compensation (both with and without reasonableness opinion letter included), as well as how you would price ad hoc requests, including any price per hour per consultant.**

*** 8.5 Other expenses, i.e., travel, if applicable.**

Respondent's Itemized Pricing

Respondent must provide a proposal with maximum cost for the proposed product(s), solution(s), and/or service(s) identified within this response to the RFP for the totality of the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separate and apart from this RFP. This section must include all costs associated with the receipt, acquisition, implementation, and/or integration and ongoing operation or utilization of the proposed product(s), solution(s), and/or service(s), as well as any necessary conversions, interfaces and customizations, as applicable. Respondent must provide complete information, regardless of whether it is specifically requested.

Moffitt will most likely request more details regarding Respondent's cost proposal during its bid proposal evaluation process. Moffitt understands that the actual costs will be detailed in the final purchase agreement between it and the successful Respondent. However, Respondent is required to provide a breakdown of all applicable rates, fees, and/or charges for the proposed product(s), solution(s), and/or service(s); detailed by each phase individually, and for the totality of the project, and a proposed payment schedule. Respondent must also include an estimate for any travel expenses that they expect to be charged as part of the project and typical return on investment information, if available, as well as any payment/purchase alternatives (e.g., purchase versus licensing options).

9. MOFFITT'S GENERAL VENDOR CONTRACTING REQUIREMENTS

Moffitt hereby advises Respondent of the contractual provisions to which Moffitt adheres, and which Moffitt requires within its purchase agreements, pursuant to its contractual policies and regulatory requirements.

By submitting a bid response to this RFP, Respondent agrees and commits to include the contractual provisions ("Contractual Provisions") as detailed below within the purchase agreement(s) between Moffitt and Respondent upon successful award of the RFP bid.

PLEASE BE ADVISED: Should Respondent be awarded the RFP bid, and Respondent subsequently fails to include the below Contractual Provisions (as applicable) within its purchase agreement or the Contractual Provisions are materially changed by Respondent following their insertion into the purchase agreement by Moffitt's Office of General Counsel, Moffitt reserves the right in its sole discretion, to unilaterally rescind the Respondent's RFP bid award and to immediately terminate all negotiations with respect to the purchase agreement.

Access to Moffitt's Facilities/Systems

In accordance with applicable state, federal, and regulatory requirements, and in conjunction with guidance from the Office of Inspector General, Moffitt strives to ensure a healthy, safe, and secure environment for all of its patients, team members, Vendor personnel and guests. In order to achieve this endeavored level of safety, Moffitt maintains and enforces a detailed policy and procedure for all applicable employees, representatives, Vendors, agents and/or subcontractors ("NEMP"). The NEMP policy applies to all Vendor's (as well as their personnel and representatives) and subsequently requires that every NEMP, whether coming onsite to one of Moffitt's facilities and/or accessing any of Moffitt's systems remotely, has undergone the proper credentialing and/or background check(s) and immunization verification(s) in accordance with Moffitt's policies. The implementation of the NEMP ensures that: (i) Moffitt conforms with the guidance set forth by the Office of Inspector General; (ii) that all NEMP are competent to perform specified functions and/or are compliant to the needs of Moffitt; and (iii) that Moffitt provides a cohesive process for managing NEMP credentialing both onsite and remotely.

"If it is necessary for Vendor to have access to Moffitt's facilities/systems, Vendor agrees it and any applicable staff, as determined by Moffitt, will abide by Moffitt's Oversight of Non-Employed Moffitt Personnel Policy for screening and certification prior to being granted access to Moffitt's facilities and/or systems, or Moffitt data, on a hosted site, or beginning any work hereunder, whether such activities will be conducted on site or remotely."

Vendor Screening

In conjunction with the foregoing NEMP requirements, Moffitt will screen all Vendors with which it conducts business, including screening for Vendor (and Vendor personnel) debarment. All Vendors are required to complete the Vendor Registration and Screening Process[1] prior to conducting business with Moffitt. Any Vendors or Vendor personnel identified as being debarred will be prohibited from conducting business with or performing services for Moffitt.

“Vendor represents and warrants that it and its affiliates: (i) are not “sanctioned persons” under any federal or state program or law; (ii) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (iii) have not been listed on the General Services Administration’s list of Parties Excluded from Federal Programs; or (iv) have not been convicted of a criminal offense related to healthcare (collectively referred to herein as being “Debarred”). Vendor represents and warrants that it and its affiliates shall not knowingly employ, contract with, or retain any person or entity directly or indirectly to perform or provide the services hereunder if such a person or entity is Debarred or is, to Vendor’s knowledge, under investigation for debarment. Furthermore, Vendor represents and warrants that, to the best of its knowledge, it has not engaged in any conduct or activity which could lead to debarment actions.”

Assignment

Moffitt does not agree to the assignment of any of its contracts to third-parties without consent. Any deviation from this provision will require the prior written consent of Moffitt and will afford Moffitt with the opportunity to preemptively screen the assigned Vendor in accordance with Moffitt’s Vendor Screening Process prior to the contract being assigned.

“Neither Party will have the right to assign this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. In the event of assignment to a Party’s affiliates or as part of a merger, change in control, or sale of all or substantially all the assets of a Party, the assigning Party shall seek the consent of the other Party, and to the extent the other Party does not consent to the assignment within thirty (30) days of the request for consent, the Party requesting the assignment may terminate this Agreement upon notice to the other Party. Any assignment in violation of this Section shall be null and void.”

Diversity

It is the policy of Moffitt to maintain a Supplier Diversity Program designed to encourage and prioritize contracting with Diverse Vendors or Non-Diverse Vendors who already subcontract or are willing to subcontract with Diverse Vendors as raw materials suppliers, manufacturers, or subcontractors. As set forth in the Supplier Diversity Utilization and Subcontracting Plan, attached to this RFP or RFQ Appendix 1, the successful bidder shall endeavor to provide fifteen percent (15%) spend with diverse businesses related to the specific commodity or services identified in the proposal.

“Vendor has represented to Moffitt in its Request for Proposal Process that Vendor has agreed to endeavor to provide at least fifteen percent (15%) spend with a certified diverse vendor(s) (“2nd Tier Supplier”) and agrees to document such 2nd Tier Supplier use as follows:

1. To the extent Vendor utilizes 2nd Tier Supplier(s), Vendor will submit a monthly report in an Excel spreadsheet documenting Vendor’s expenditures or payments made to any and all 2nd Tier Supplier(s) as it relates to Vendor’s provision of commodities, services, or supplies obtained from the 2nd Tier Suppliers(s) pursuant to this Agreement (“Report”). Each Report shall contain the following information:
 1. the 2nd Tier Supplier’s name and address;
 2. identify the type of commodities, services, or supplies provided by the 2nd Tier Supplier;
 3. the date, check #, and dollar amount paid by Vendor to the 2nd Tier Supplier(s) for all commodities, services, or supplies related to this Agreement;
 4. the 2nd Tier Supplier’s Federal Employer Identification Number (FEIN); and
 5. a copy of the diversity certificate and the name of the certification entity/organization issuing the certification for the 2nd Tier Supplier(s) and the associated classification of the 2nd Tier Supplier(s) (e.g., minority, women, veteran, or service-disabled veteran-owned business enterprise).
2. To the extent Vendor utilizes 2nd Tier Supplier(s), Vendor will provide the Report to Moffitt no later than the seventh (7th) business day of the calendar month, following the month in which the 2nd Tier Supplier(s) provided the associated commodities, services, or supplies to Vendor in Vendor’s fulfillment of its obligations to Moffitt pursuant to this Agreement. The Report shall be submitted to Moffitt’s Manager of Supplier Diversity at SupplierDiversity@Moffitt.org with an additional copy of the Report submitted to Moffitt with the applicable invoice for payment for the associated commodities, services and/or supplies.”

Governing Law

Moffitt is a not-for-profit corporation established by and governed in accordance with Section 1004.43, Florida Statutes. Accordingly, and as an instrumentality of the State of Florida, any contract and its corresponding performance, entered into by Moffitt shall be controlled and governed by the laws of the State of Florida, or the parties will remain silent.

“This Agreement has been entered into in the State of Florida and shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of Florida and applicable Federal law. Any suit, action or proceeding with respect to or arising out of this Agreement shall have as its venue, Hillsborough County, Florida. In any action or dispute, at law or in equity, that may arise under or out of or otherwise relate to this Agreement or the transactions contemplated hereby, the prevailing Party shall recover its legal expenses, including reasonable attorneys’ fees, legal assistants’ fees, costs and expenses, from the non-prevailing Party at all court levels (including bankruptcy proceedings and appeals), in addition to any other

relief to which that Party shall be entitled.”

Indemnification

As an instrumentality of the State of Florida, Moffitt qualifies for the privilege of sovereign immunity under Florida Stat. 1004.43 and 768.28. In order to preserve the privilege of sovereign immunity Moffitt does not enter into indemnity obligations wherein Moffitt is expected to indemnify a Vendor.

Insurance

It is the policy of Moffitt to ensure that its Vendors meet Moffitt's minimum insurance requirements which are as prescribed both by law and within industry standards. Accordingly, listed below are Moffitt's general insurance requirements for its Vendors:

“Throughout the Term of this Agreement and throughout those applicable periods referenced in Section 95.11, Florida Statutes, Vendor shall obtain and maintain in full force and effect, and for two (2) years following expiration or termination of this Agreement, the types of insurance set forth below in amounts not less than the following:

1. Workers Compensation insurance as prescribed by the law of the state in which the Services are performed, and in no event less than one million dollars (\$1,000,000) each employee, one million dollars (\$1,000,000) each accident, and one million dollars (\$1,000,000) policy limit, with endorsements waiving subrogation and including a primary and non-contributory clause;
2. Commercial General Liability ("CGL") Insurance (with Moffitt as an additional insured) with limits of at least one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) annual aggregate, one million dollars (\$1,000,000) products/completed operations and three million dollars (\$3,000,000) annual aggregate per location / per project, with endorsements waiving subrogation and including a primary and non-contributory clause;
3. Business Auto Liability Insurance with limits of at least one million dollars (\$1,000,000) combined single limit, per accident, for owned, non-owned and hired autos, with an endorsement waiving subrogation;
4. Professional Liability Insurance with limits of at least ten million dollars (\$10,000,000) per claim and twelve million dollars (\$12,000,000) annual aggregate; and
5. Cyber Security and Privacy insurance in the amount of at least five million dollars (\$5,000,000) aggregate limit.

In each case, all such policies will be procured from an insurance companies having a policy holder with an “A” rating. Upon written request by Moffitt, Vendor will furnish certificates of insurance evidencing the foregoing insurance. Vendor will notify Moffitt in writing at least thirty

(30) days prior to any cancellation, termination, or any material change in such policies if such policy is not replaced by a policy that complies with the requirements set forth in this paragraph. Nothing contained in this paragraph shall be construed as a waiver or limitation on Moffitt's sovereign immunity as set forth under s. 768.28, Florida Statutes. The insurance requirements described above are independent of any indemnity and/or insurance obligations required of Vendor as may be subsequently identified in a contractual relationship between Vendor and Moffitt."

Invoicing and Payment

As a not-for-profit corporation, Moffitt has an obligation to be a good steward of its resources and not agree to any punitive contractual terms. As such, Moffitt's policies and procedures limit its ability to contractually agree to any payment terms encompassing less than forty-five (45) days after receipt of invoice. Subsequently, Moffitt is unable to agree to any fees and/or penalties for the submission of late payments. That said, Moffitt has processes in place to ensure payments are routinely made in a timely manner.

"Invoices shall be payable to Vendor within forty-five (45) days after Moffitt's receipt of an invoice. Invoices and documentation shall be sent Attn: Accounts Payable, 12902 Magnolia Drive, MBC-ACCT, Tampa, FL 33612-9497 or DeptAcct_AccountsPayable@moffitt.org. Failure to follow these instructions may result in delay in processing invoices for payment."

Protected Health Information

In accordance with the Health Insurance Portability and Accountability Act ("HIPAA"), Moffitt explicitly requires the execution of a Business Associate Agreement ("BAA") with any and all Vendors that provide services, functions, and/or activities involving the use and/or disclosure of protected health information ("PHI"). The following language will be inserted as appropriate.

"Exchange of PHI. To the extent that protected health information is accessed, received, used, or disclosed pursuant to this Agreement, the Parties agree to comply with the applicable provisions of HIPAA, the HITECH Act, the HIPAA Regulations, and other applicable federal and state laws governing the confidentiality of patient information. Moffitt warrants and represents that Moffitt is a Covered Entity as defined under HIPAA and the HIPAA Regulations. The Parties acknowledge and agree that the terms of this Agreement qualify as, or is deemed by any governing authority to be, a business associate relationship under HIPAA, the HIPAA Regulations or the HITECH Act. Therefore, the Parties agree to enter into, and adhere to the terms set forth in, a separate Business Associate Agreement signed by the Parties. Additionally, in furtherance of the various collaborations provided for under this Agreement, one Party may require the other Party to enter into further confidentiality agreements, provided that such further confidentiality agreements shall be reasonable."

//OR//

“Possibility of Future Exchange of PHI. To the extent that protected health information is accessed, received, used, or disclosed pursuant to this Agreement, the Parties agree to comply with the applicable provisions of HIPAA, the HITECH Act, the HIPAA Regulations, and other applicable federal and state laws governing the confidentiality of patient information. Moffitt warrants and represents that Moffitt is a Covered Entity as defined under HIPAA and the HIPAA Regulations. The Parties acknowledge and agree that the terms of this Agreement do not create a relationship that qualifies as a business associate relationship under HIPAA, the HIPAA Regulations and the HITECH Act. However, should the nature of the relationship between the Parties become one that would qualify as, or is deemed by any governing authority to be, a business associate relationship under HIPAA, the HIPAA Regulations or the HITECH Act, the Parties agree to enter into, and adhere to the terms set forth in, a separate Business Associate Agreement signed by the Parties. Additionally, in furtherance of the various collaborations provided for under this Agreement, one Party may require the other Party to enter into further confidentiality agreements, provided that such further confidentiality agreements shall be reasonable.”

Quality Metrics

Pursuant to Joint Commission Standard LD.04.03.09, Moffitt is required to monitor quality assurance performance metrics and key performance indicators (“KPIs”) of certain services provided by its Vendors through contractual agreement to: (i) access whether the services are provided safely and effectively; (ii) identify quality and performance problems; (iii) implement appropriate corrective or improvement activities; and (iv) ensure the monitoring and sustainability of those corrective or improvement activities. The identification of the necessary KPIs will be identified by Moffitt and memorialized on an Evaluation Form[1]which will be attached as an exhibit to the associated Vendor contract. Failure by Vendor to meet the KPI expectations are grounds for cause for Moffitt’s termination of the applicable contract.

“Moffitt will evaluate and monitor the services under this Agreement to ensure the services are provided safely and effectively and in compliance with applicable laws, regulations, accreditation standards, and Moffitt’s internal policies and procedures. Such evaluation and monitoring shall be based on quality metrics established by Moffitt in accordance with best practices and industry standards and shall include, without limitation, review of the items set forth in Exhibit “___,” which may be amended from time to time. In the event the services fail to meet such quality metrics, Moffitt may address such failure by increasing the monitoring of the services, providing consultation or training, renegotiating this Agreement, or electing to immediately terminate this Agreement for cause in accordance with Section [___], [_____].”

Term and Termination

In order to ensure adequate and frequent review and monitoring of its contracts, Moffitt prefers not to enter into a contract term in excess of five (5) years, which will “generally” be identified as an initial three (3) year term with the inclusion of an automatic renewal provision for successive one (1) year terms, capped at a maximum of two (2) renewal terms. Any variations to this standard will be treated by Moffitt on an as-needed basis.

“The term of this Agreement shall be for three (3) years commencing on the Effective Date, unless terminated earlier in accordance with this Agreement. This Agreement shall automatically renew for two (2) successive one (1) year terms provided that any Party may elect not to renew this Agreement by providing written notice to the other Party of its intention’ not to renew this Agreement at least thirty (30) days prior to the expiration of the then current term (the initial term and any renewal terms are, collectively, the “Term”). In the event either Party considers the conduct of the other Party to give rise to cause for termination of this Agreement, such Party shall notify the other Party in writing of the alleged default or cause for termination. If the default or cause is not corrected to the reasonable satisfaction of the Party giving notice within twenty (20) days, the non-defaulting Party shall have the right to immediately terminate this Agreement. Either Party may terminate this Agreement, for any or no reason, by giving at least ninety (90) days’ prior written notice to the other Party.”

Exceptions to Limitation of Liability

Moffitt is generally agreeable to Vendor requests for limitations of liability for indirect and direct damages; provided, such limitations are mutual between the parties where appropriate, and further provided that there are appropriate carveouts to the limitations, as applicable.

“THE LIMITATIONS SET FORTH IN THIS SECTION [___], [_____] SHALL NOT APPLY TO:

1. DAMAGES OR LIABILITIES ARISING FROM:
 1. LIABILITY FOR INDEMNIFICATION;
 2. LIABILITY FOR BREACH OF CONFIDENTIALITY;
 3. LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS;
 4. THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER SECTION [___], [_____];
 5. PERSONAL INJURY OR DEATH OR DAMAGE TO ANY REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY EITHER PARTY’S GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT; OR
 6. GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF EITHER PARTY IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.
2. A PARTY’S OBLIGATION TO PAY ATTORNEYS’ FEES AND COURT COSTS IN

ACCORDANCE WITH SECTION [X] ([SECTION HEADER]).”

Storage of Moffitt Data

All Moffitt data and information which is provided to Vendor shall be stored, transmitted and processed solely within the United States.

“Vendor shall not transfer or store any of Moffitt’s Personal Data outside of the United States or the European Economic Area (the “EEA”) and shall not permit any Vendor approved third-party subcontractors to store or transfer any Personal Data outside the United States or EEA without the prior written consent of Moffitt, and Vendor will ensure that any such storage or transfer of Personal Data complies with the General Data Protection Regulation (“GDPR).”

*** 9.1 **Respondent may provide comments related to Moffitt’s vendor contracting requirements in the space provided below:**

Confidentiality

For purposes of this Agreement, “Confidential Information” includes, without limitation, any and all information provided by or which will be provided or disclosed (whether or not purposely, marked “confidential” or not) by one Party to the other Party. Confidential Information does not include any information that has become publicly known and made generally available through no wrongful act of the other Party or of others who were under confidentiality obligations. All Confidential Information made available or disclosed in relation to this Agreement shall at all times remain the sole property of the disclosing Party. Each Party shall take all reasonable precautions to maintain the confidentiality of the other Party’s Confidential Information and each Party shall use the other Party’s Confidential Information only to the extent required to perform its obligations under this Agreement. Unless required by law, each Party shall not disclose the other Party’s Confidential Information to anyone other than those directly involved in this Agreement, including their employees, attorneys, consultants, and accountants, who are bound by obligations of confidentiality at least as stringent as those set forth in this Section. A Party may disclose Confidential Information of the other Party to the extent it is compelled by law, bona fide legal process, or a court of competent jurisdiction to do so, provided the Party gives the other Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable

assistance, at the other Party's cost, if the other Party wishes to contest the disclosure.

Counterparts

This Agreement may be executed in two (2) or more identical counterparts, each of which shall be deemed to be an original and all of which taken together, shall be deemed to constitute the Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties intend to sign and deliver this Agreement by facsimile or other electronic transmission. Each Party agrees that the delivery of this Agreement by facsimile or electronically shall have the same force and effect as the delivery of original signatures and each Party may use facsimile and or electronic signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.

Debarment Warranty

Vendor represents and warrants that it and its affiliates: (i) are not "sanctioned persons" under any federal or state program or law; (ii) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (iii) have not been listed on the General Services Administration's list of Parties Excluded from Federal Programs; or (iv) have not been convicted of a criminal offense related to healthcare (collectively referred to herein as being "Debarred"). Vendor represents and warrants that it and its affiliates shall not knowingly employ, contract with, or retain any person or entity directly or indirectly to perform or provide the services hereunder if such a person or entity is Debarred or is, to Vendor's knowledge, under investigation for debarment. Furthermore, Vendor represents and warrants that, to the best of its knowledge, it has not engaged in any conduct or activity which could lead to debarment actions.

10. Appendix 1 – SUPPLIER DIVERSITY UTILIZATION AND SUBCONTRACTING PLAN

Please see the attachment provided with the RFP and complete the document for submission.

Attachment: Appendix 1 – SUPPLIER DIVERSITY UTILIZATION AND SUBCONTRACTING PLAN.docx

*** 10.1 Has the Respondent included the fully executed Appendix 1 - Supplier Diversity Utilization and Subcontracting Requirements forms as required with this RFP bid submission/response?**

- Yes
- No

The completion, execution, and submission of Moffitt's **Appendix 1 - Supplier Diversity Utilization and Subcontracting Requirements** forms (and any corresponding attachments), is **REQUIRED** with **all** Request for Proposal ("RFP") bid submission(s)/proposal(s). Any RFP bid submission(s)/proposal(s) that do not include the Respondent's fully executed forms (as provided within Appendix1), will be deemed incomplete, and will be subject to rejection and/or non-consideration by Moffitt at its sole discretion.

11. Appendix 2 - INTENT TO BID FORM

Please see the attachment provided with the RFP and complete the document by the due date requested.

Attachment: Appendix 2 - Intent to Bid Form.docx