



# King's Daughters

## Written Questions and Answers

Physician Leadership Program

RFP KD-0120-24

Closing Date: 09/26/23

Today's Date: 9/14/2023

No.	Question	Answer
1.	Is the Medical Center interested in identity federation for its medical staff, so they can log into vendor resources using their employer's credentials instead of each KDMC staff member managing a separate login for vendor resources?	The Medical Center would like the vendor to provide the participants separate credentials rather than using any employer credentials.
2.	With respect to Section 3.8 – Acceptance or Rejection and Award of Proposal: The language of this Section states that the “Medical Center reserves the right to accept or reject any or all proposals (or parts of proposals) ... to clarify any ambiguities in proposals ... .” Is it fair to assume that the Medical Center will notify vendor if it was rejecting parts of the proposal or to the extent it needs to seek clarification from vendor of any proposal terms prior to contract award?	Yes, the Medical Center will notify the vendor in the event that part(s) of the proposal will be rejected or require clarification.
3.	With respect to Section 3.11 – Disclosure of Offeror's Response: This Section states that “the Medical Center shall have the right to duplicate, use or disclose all proposal data submitted by offerors in response to this RFP as a matter of public record” after the award of a contract. To the extent that the vendor has provided proprietary information (such as financial records, pricing information, or similar confidential information), and to the extent that the Medical Center receives a public record request that would include proposal data submitted by the vendor in response to this RFP or otherwise in an executed contract, the vendor would require the	As a public institution and state agency, King's Daughter is subject to Kentucky Open Records Act KRS 61-870-KRS 61.884. All open records request is handled through the Office of Legal Counsel, on behalf of King's Daughters. King's Daughters cannot confirm to any offeror that they would be notified before the Open Records Request was released.

	<p>Medical Center to provide advance notice to the vendor of the release of any proposal data prior to sharing that information as a matter of public record, to afford the vendor an opportunity to seek appropriate legal protections, if needed. Would this be accommodated in the awarded contract language?</p>	
4.	<p>With respect to Section 4.5.7 – Offeror Qualifications: Please clarify what type of “national and/or standard rating” is being requested here and whether it can be omitted in a response proposal, as the vendor is a not for profit corporation.</p>	<p>Please provide a DUN rating to satisfy this request.</p>
5.	<p>With respect to Section 4.8 – Criteria 4 – Evidence of Successful Performance and Implementation Schedule: This Section seeks information about the vendor’s existing Clients, including contact information for those Client groups, as references and for the purpose of evaluating the level of service provided by the vendor. The vendor and its Clients are bound by certain confidentiality obligations, and the vendor would expect that the Medical Center would not seek to have the Vendor’s Clients disclose confidential or proprietary information to the Medical Center in that regard. Please clarify how many “references” would be needed to satisfy Criteria 4.</p>	<p>Please provide at least 3 references to satisfy this request.</p>
6.	<p>With respect to Section 6.1 – Contract Term: To the extent that the anticipated contract term is 3 years with the option to renew for 2 additional 1-year periods, the vendor understands that the expectation in that regard is that the pricing offered in the proposal would address and be limited to the initial 3 years of the contract only. How would pricing in the renewal terms be established in any renewal periods – is that addressed in the contract negotiation process?</p>	<p>The pricing after the initial term will be negotiated at the end of the 3 year term.</p>
7.	<p>With respect to Section 6.10 – Termination for Convenience and Section 6.12 – Funding Out: To the extent that the Medical Center needs to terminate the contract without cause with 30 days written notice or to terminate if funding is no longer available - will the contract negotiation process address any liquidated</p>	<p>Any deviations from the RFP must be specifically defined in accordance with the transmittal letter, Section 4.3 (d).</p>

	damage requirements from the vendor in the event of a Termination for Convenience or Funding Out (such as forfeiture of the Non-Refundable Deposit and any unrecoverable costs associated with an early termination)?	
8.	With respect to Section 6.16 – Attorneys’ Fees: While this Section recognizes that both parties may deem it necessary to take legal action to enforce the contract, it only provides the right for the Medical Center to recover attorneys’ fees if it prevails. The vendor would expect the same right to have the Medical Center pay all expenses of such action if the vendor were to prevail. Would that be addressed in the contract negotiation process?	Any deviations from the RFP must be specifically defined in accordance with the transmittal letter, Section 4.3 (d).
9.	With respect to Section 6.17 – Royalties, Patents, Copyrights and Trademarks: There is reference to “the Work or device specified in the Contract Documents” but neither “Work” nor “Contract Documents” are defined terms. To the extent applicable, would those be defined in the contract as awarded?	Any deviations from the RFP must be specifically defined in accordance with the transmittal letter, Section 4.3 (d).
10.	With respect to Section 6.18 – Indemnification: This Section only addresses the obligation of the contractor to indemnify the Medical Center and doesn’t clarify that it relates to third party claims arising under through the RFP process or the contract awarded. The vendor would expect the Medical Center to similarly indemnify the vendor if there was a third-party claim arising from the Medical Center’s obligations under the contract. And those rights should be limited to situations where the other party has not acted with gross negligence or willful misconduct. Would that be addressed in the contract negotiation process?	Any deviations from the RFP must be specifically defined in accordance with the transmittal letter, Section 4.3 (d).
11.	With respect to Section 6.22 – Reports and Auditing: Would this “weekly report” process apply to this RFP, as it requires patient-specific information, and the vendor would not be accessing such information. Please confirm this will not be included in an awarded contract.	Correct. This reporting requirement would not apply to this RFP.
12.	With respect to Section 6.23 – Confidentiality: Similar to the inquiry relative to Section 3.11, The vendor would request that any access to information that the vendor provides to the Medical Center as part of this RFP process or	As a public institution and state agency, King’s Daughters is subject to Kentucky Open Records Act KRS 61-870-KRS 61.884. All open records request is handled though the Office of Legal

	<p>during the course of providing any services to the Medical Center under contract would be brought to the vendor's attention prior to such a disclosure, to afford the vendor an opportunity to intervene and seek protective orders, if necessary. Please confirm if this can be addressed in the contract negotiation process.</p>	<p>Counsel, on behalf of Kings Daughter. King's Daughters cannot confirm to any offeror that they would be notify before the Open Records Request was released.</p>
13.	<p>With respect to Section 6.25.A – Professional Service Rate Schedules: To the extent this Section is applicable, the provided link to the GCRC was not active/accessible for review.</p>	<p>This section would not apply to this RFP.</p>
14.	<p>With respect to Section 6.26 – Copyright Ownership and Title to Designs and Copy: This Section is not applicable to the nature of the Services being sought through this RFP, as they are not “work made for hire” services, and accordingly the vendor would not agree to it as presented. Please confirm that this Section will be removed and not included in any awarded contract.</p>	<p>This section would not apply to this RFP.</p>
15.	<p>With respect to Section 8.0 – Financial Offer Summary: To the extent the requested programs do not involve “Live, In-Person” presentations, then the expectation that the program would be offered on “a set program fee per course per participant” is not problematic. If the nature of the programs requested were to change or be modified at any time, some programs may be offered in a different pricing format that would not be “per participant”.</p>	<p>This scenario is under a different project scope therefore negotiation would occur.</p>