

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
		1	1		
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 07-May-2001	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable) DACA42-01-R-0005
6. ISSUED BY VBURG CONSOLIDATED CONTRACTING VICKSBURG OFFICE 4155 CLAY STREET VICKSBURG MS 39183-3435		CODE DACA42	7. ADMINISTERED BY (If other than item 6)		CODE
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			X	9A. AMENDMENT OF SOLICITATION NO. DACA42-01-R-0005	
			X	9B. DATED (SEE ITEM 11) 27-Apr-2001	
				10A. MOD. OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Effective with this amendment, the following changes are made:					
Page 24 add the following paragraph: Part Day Program: DoD patron fees for part day programs will be prorated as a percentage of full day fees. For example, if a part day program were to be offered for two hours from 8:00 - 10:00 every morning at a Center which operates 10 hours a day, the fee would be set at two-tenths of the full day care fees according to the fee category for DoD patrons. Part day program fees for community patrons shall be set by the Contractor.					
The attached Questions and Answers (6 pages) in response to the draft RFP issued on 3 April 2001 is attached FOR INFORMATIONAL PURPOSES ONLY.					
<u>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</u>					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		07-May-2001

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

FOR INFORMATIONAL PURPOSES ONLY

Questions and Answers from the Draft RFP are provided to interested Offerors for **Informational Purposes Only**.

Some changes have been made to the solicitation as a result of these comments received from Offerors in response to the Draft Solicitation issued 3 April 2001.

This information is NOT a part of the solicitation/contract. If there are any discrepancies between the data provided herein and the specifications, then the specifications shall govern.

1. Question: In our experience the transition period is usually accomplished before the actual contract start date. The successful bidder will not have a complete staff in place during the transition period so the contract should not start until the transition period is complete. **Answer:** **The transition period will be effective 1 July 2001 and shall be for a one-month period through 31 July 2001. The contract effective date is 1 July 2001. The successful Contractor will assume operation of the center on 1 August 2001 and perform for a period of 11 months completing the base year (1 month transition period plus 11 months of performance). Line Items 0001 and 0002 have been changed to reflect this.**

2. Question: We know it is not a big impact, but how many multiple child families are currently using the CDC? **Answer:** **Two DoD patrons (one patron with three children and one patron with two children). Reference 5.2.2.1 of the specifications. We currently do not offer multiple child discounts to the community patrons. The contractor is free to determine if they wish to continue this practice or not and if they wish to extend the discount to community patrons.**

3. Question: Can a floor plan of the CDC be provided? **Answer:** **A floor plan, Attachment C, has been added to the solicitation.**

4. Question: What is the estimated usage of consumable supplies per month? Contractor needs this information to give an accurate price. **Answer:** **Approximately \$300/month. This does not include food, which currently cost approximately \$1,300 to \$1,400 per month for the current capacity. Note: The Contractor is responsible for determining what amount of "consumable supplies" is needed for the center based on the information provided in the specifications. This cost information is provided for informational purposes only.**

5. Question: In paragraph 5.2.1.15, is the acronym NAECP supposed to be NAEYC? **Answer:** **The acronym NAECP is correct (National Academy of Early Childhood Programs). This has been added to the acronym list in the specifications (Para. 2.2).**

6. Question: As the contractor is responsible for repair and replacement costs of GFE, then GFE items need their cost shown in Attachment A. **Answer:** **Attachment A has been modified to show those items the Contractor is responsible for replacing. The Contractor is responsible for estimating the anticipated cost for those items in Attachment A annotated by asterisk based on current market prices and projected cost for these items. Reference 3.2 of the specifications.**

7. Question: What is the expected life cycle of the GFE? **Answer:** **Attachment A has been modified to show those items the Contractor is responsible for replacing. It is the Contractor's responsibility to determine the life cycle of those items annotated by asterisk.**

8. Question: If the DOD patron fee's schedule should be reduced during the duration of the contract will a contract modification be made to allow the contractor to adjust the government's matching funds? **Answer:** **A modification will not be necessary. Reference Note 6 to the Schedule Page.**

9. Question: Are multi use of the rooms allowed, i.e. mixing pre-toddlers and toddlers (as long as the ratio is met for the youngest children in the room)? **Answer:** **Yes.**

10. Question: In Attachment F the categories all show the upper portion of the sliding scale for high cost areas except Categories V and VI, which show a monthly fee between the ranges. Category V \$472 vice \$476 and Category VI \$490 vice \$526, is this correct? **Answer: Yes. Several factors went into deciding the current DoD Patron Fee Scale. However, most of the rates are the high end of the range for the full day program.**

11. Question: The unit is in months on the Schedule B but it appears that what the contractor should be pricing is a per child matching fee as this is the amount also used for invoicing. The invoice is based on the number of children in the center for that month not a flat per month fee. What are the actual units that the contractor should price on the Schedule B, months or children? **Answer: Months based on the current enrollment of children in the center. We understand the Contractor will need to adjust this figure as the enrollment at the center changes. Reference Note 6 to the Schedule Page.**

12. Question: Does the contractor have the authority to change DoD patron rates? **Answer: The Contractor can change rates each year for DoD patrons within the ranges specified by the fee table. Ranges for rates for DoD patrons are set 30 days prior to the new fiscal year. The Contractor is expected to set the DoD patron fee rate from within these ranges. However, they cannot be changed after the start of the fiscal year. For the first two months of contract performance, the Contractor will use the current DoD patron rate.** **Question:** For example, if enrollment projections change (i.e. we cannot populate the center to targeted levels) or if economic conditions require unexpected increases in salaries or costs, can the contractor raise DoD fees within the bounds of the fee table in 5.2.2.1, as we would for community fees. **Answer: No. The DoD rates are fixed for the fiscal year. Adjustments for community fees can be made, however, we highly encourage the Contractor to keep those rates the same for the fiscal year.**

13. Question: If demand for category 1 through 4 DoD patrons becomes high in the future, the proposed matching tuition reimbursement mechanism would be financially unacceptable. There needs to be some protection for the contractor to protect against a shift in patron fees. We suggest that rather than matching patron fees, the tuition reimbursement offered by the government should make up the difference between DoD patron fees and the community fees. In this way the contractor can plan on a fixed amount of income per child served. This may lead to reduced costs to the government by reducing risk to the contractor. **Answer: The expectation of having high demand for category 1 through 4 DoD patrons in the Hanover area is very low. Should this become an issue in the future, the Government will work with the contractor to determine an acceptable solution. The center is currently operating at approximately 60% capacity. Should enrollment increase, this will surely have a positive impact on contractor revenue.**

14. Question: The RFP makes no mention of the COR's responsibilities and duties to the contractor. 608-10 (section 3-12) lists responsibilities of the CDS Coordinator and other CDS management personnel above the center Director. In the past, these duties have been the responsibility of a Government employee. Are we to assume that the contractor is now responsible for those duties? **Answer: The COR's duties to coordinate, monitor and approve the CDS delivery will continue. Because AR 608-10 was written for Army run facilities and we are "breaking the mold" with a Contractor run facility, we have attempted to address these differences in the contract. All other duties of the COR will continue.** **Question:** How will questions and disputes concerning interpretation of AR 608-10 and other government regulations be resolved? **Answer: By addressing your concern in writing to the Contracting Officer.**

15. Question/Comments: The center has been operated for over 10 years by a non-profit corporation under a contractual agreement with a similar formula for government subsidy. A few notable exceptions are:

a) The government has in the past supplied management personnel (CDS Coordinator) to handle many administrative and regulatory tasks. **Answer: The CDS Coordinator (the COR) will perform the duties per AR 608-10.**

b) The government has reimbursed the contractor for some supplies and specialized equipment when the need arises. **Answer: The Contractor will now be responsible for providing all supplies and any necessary "specialized equipment" that is not listed as Government furnished in the specifications.**

c) The government has reimbursed the contractor for certain training requirements of staff and required inoculations. **Answer: The Contractor is responsible for all training requirements and costs. Inoculations are not required. An annual TB test is required.**

d) The government has maintained and replaced when necessary, the equipment, play structures, etc. that it owns. **Answer: Reference changes to the specifications regarding Government Furnished Equipment. Reference Para. 3.2 and Attachment A.**

16. Question: Section 1.0 - In reference to the last sentence stating that the after kindergarten program is optional, ERDC-CRREL has indicated that it wants an after kindergarten program, and the current contractor is working to establish one, assuming sufficient demand. We think it is advisable to require the successful bidder to operate an after kindergarten program if demand is sufficient, so as not to raise additional questions concerning whether the after kindergarten program will be offered. **Answer: We wrote this requirement with the intention of allowing the Contractor to pursue the After Kindergarten Program if sufficient demand existed. We felt that requiring this program would have negative consequences if sufficient demand did not exist. The Pilot Program's permission for such program to exist is a basis for increasing enrollment of the center. We do not wish to limit the Contractor in developing ways and methods to increase the enrollment.**

17. Question: Section 1.1 - Concerning the fact that restrictions on community patronage could be invoked at a later date, we would like assurances that community patrons will not be asked to leave the center in order to meet newly established community patronage ratios in the future. **Answer: Reference Note 2 added to Attachment E of the specifications (Priority of Enrollment).**

18. Question: Section 1.2.3 - Fundraising should only be restricted for events on Government property. The contractor should not need approval to fund raise off-site on behalf of the corporation. **Correct. You can do this under the corporation name but not the Government (ERDC/CRREL Child Development Center) name. Fund raising should not imply Army endorsement.**

19. Question: Section 2.1 - The definition of Part Day Program is not consistent with 608-10. **Answer: The definition has been changed to agree with AR 608-10. Notwithstanding this fact, the Center does not accommodate all programs defined in AR 608-10. Reference the specifications for specific limitations (Para. 5.2.1.2 and Attachment D).**

20. Question: Section 3.2 - The contractor should not be responsible for replacement or repair of lost or stolen government property unless the damage or theft results from the negligence of the contractor. **Attachment A has been modified to reflect those items the Government will be responsible for replacing and those items the Contractor will be responsible for replacing. It is the Governments intent that the Contractor be responsible for replacing "consumable" items such as sheets, blankets, toys, etc., that wear out (due to normal wear and tear) and typically have a short (less than 5 years) lifespan. Major or durable items such as the refrigerator, bookcases, washer, dryer, etc., will be replaced by the Government, unless it is determined that the need for replacement is due to neglect/abuse by the Contractor.**

21. Question: Sections 3.3 and 4.0 - The government should provide maintenance, and replace if necessary, the government furnished equipment. **Answer: See above comments. Attachment A has been clarified.**

22. Question: Section 5.2.1.6.1 - Since this includes a fairly comprehensive list, it ought to include some specific reference to: Math. **Answer: The listing is to promote developmentally approved practices. It does not intend for "teaching" subject matter areas. Any and all activity centers should reflect the best practices as set forth in AR 608-10 and the NAEYC criteria.**

23. Question: Section 5.2.1.6.5 - Contradiction in specification for staff duties during naptimes. Relevant vocabulary to note here is "may": "?. naptimes during which staff may perform the required (on-site) training?" Compare this with the wording in 5.2.1.6.7 which states that "Staff not required during naptime shall be involved in professional or program development and shall remain in the building." - the relevant vocabulary being: "shall". It is not feasible to insist that staff perform training during naptime, especially if this could be construed by the wording to be training during every naptime, which the above implies. **Answer: Both paragraphs 5.2.1.6.5 and 5.2.1.6.7 have been revised for clarification.**

24. Question: Section 5.2.1.6.6 - It is restrictive to state that lesson plans should be prepared "weekly". It has been suggested by our programming consultant that it may be preferable to plan once every two weeks, if it means a longer and uninterrupted period can be dedicated to planning, rather than struggle with weekly efforts that are consistently interrupted. It is restrictive to find that the wording in this paragraph could be interpreted to mean that planning must be carried out weekly, when a two weekly planning cycle might be considered more appropriate. **Answer: It is the intention of the Government to have lesson plans that address the activities of a week. Planning/developing lesson plans every two weeks is acceptable as long as the time period that the lesson plan addresses is a one-week period (i.e., every two weeks the Government is provided two, one-week lesson plans).**

25. Question: Section 5.2.1.1 - Kindergarteners are commonly 6 years of age. The repeated reference to limits to 5 years of age is confusing in the context of the ERDC-CRREL's desire to have an after kindergarten program. **Answer: A definition of kindergarten age has been added to the specifications. It is the Government's intention not to exclude children from the program who turn 6 during the kindergarten school year.**

26. Question: Section 5.2.1.1 IMPORTANT NOTE - If someone does not have their 5-year-old child in kindergarten, are they allowed to participate in the full day program until their 6th birthday? **Answer: No, they can continue with the full day program until the end of the Kindergarten school year. They will not be eligible for care during the summer months before the first grade.** **Question:** If so, why is a child who has completed a kindergarten program treated differently? **Answer: The CRREL facility does not offer programs for children who have completed the Kindergarten school year.**

27. Question: Section 5.2.1.2 - Is it required that the contractor offer a Part Day Care program? **Answer: A Part Day Program is not required but is currently being offered for four hours in the morning.** **Question:** Why is it limited to 4 hours per day in the morning? **Answer: To make better use of the after kindergarten care room.** **Question:** For a center this size and with limited space, this is a very inefficient use of resources. Are there restrictions on fees for DoD patrons for part day care? **Answer: Yes. The fee structure for Part Day Care is provided with Amendment 0001 to the solicitation.**

28. Question: Section 5.2.1.4 - What does it mean that the wait list is to be developed and maintained by the COR? Is the SOP for Waiting List to be established by the contractor (as specified in Attachment G)? Management of the wait list is critical to the financial health of the contractor. It is our view that the wait list and wait list SOP should be developed and managed by the contractor in accordance with AR 608-10. **Answer: The specification has been changed to allow the Contractor to develop and maintain the Waiting List. The Government will require, however, the Contractor to gain COR approval prior to filling a center vacancy.**

29. Question: Section 5.2.1.9 - What constitutes a daily safety inspection? **Answer: See Paragraph 5-49 of AR 608-10.**

30. Question: Section 5.2.1.12 - The government should be responsible for all required inspections (AR 608-10 pages 159-165). **Answer: Paragraph 5.2.1.12 requires the Contractor to maintain certain records, which they will share with the Government when the inspection(s) are performed. The Contractor is responsible for compliance with the requirements specified for the required inspections. The Government will conduct the inspections for which it is responsible in accordance with AR 608-10.**

31. Question: Section 5.2.1.19 - What compensation does the government provide the contractor for services provided to families that are not patrons of the center. **Answer:** **The Government does not provide services to families who are not patrons of the center.** **Question:** This should be an ERDC-CRREL responsibility (Special Needs Resource Team)? **Answer:** **The Contractor shall be responsible for this requirement, however, a Government representative may sit on the Team to offer guidance/assistance.** **Question:** What special needs are we obligated to serve? **Answer:** **This will be determined on an individual basis by the Special Needs Resource Team. The Contractor would be responsible for any increases to manpower (caregivers) needed to accommodate the special needs child. The team may request funds (training or equipment) to accommodate the special needs. It will then be up to ERDC-CRREL to determine if they are willing/able to provide the funds. The Center provides group care, which is not appropriate for all special needs.**

32. Question: Section 5.2.2.1 - This section should refer to DoD patrons only. **Answer:** **The title has been changed to reflect only DoD patrons.**

33. Question: Section 5.3.5.1 - The government should specify quality standards to meet that are measurable, quantifiable, and attainable. **Answer:** **The Government does specify quality standards. Program evaluation is addressed in AR 608-10, Chapter 5, Paragraph 5-54, entitled Program Evaluation.**

34. Question: Attachment C - Childcare staff should not be responsible for snow removal. This should be an ERDC-CRREL responsibility. **Answer:** **Childcare staff is not responsible for snow removal. Attachment C, to the specifications, states "shovel snow from fire paths if not done before the center opens" and applies to the path on the playground behind the facility. Every effort will be made by CRREL DPW Personnel to perform this duty before the Center opens. However, on the occasion that DPW personnel are delayed then the Contractor shall remove the snow from the fire path to eliminate a safety hazard.**

35. Question: Attachment D Workload - We believe the center is currently licensed for 55 so the quoted capacities may not be realistic. **Answer:** **Capacity has been changed to read 55.**

36. Question: Attachment D Instructional Program Options (see also comments for 5.2.1.2) - In the recent past, a part week fee arrangement was offered as part of the full day program. It is generally felt that this can be more economic, will lead to easier integration into the daily programming, and will meet a larger demand, than part day care. Currently one DoD family is grand fathered for this fee arrangement. Since it is the contractor's responsibility to staff and populate the center, we feel that it should be at the contractor's discretion concerning how best to meet the needs of families looking for part time day care. **Answer:** **Except for the one DoD family that has been grand fathered, the CRREL facility does not offer an option for full day, part-time care (i.e., 2-3 day/week). Reference Attachment D.**

37. Question: Attachment G - The government should furnish, at the beginning of the contract, copies of acceptable SOP's from an Army certified child development center so that the contractor can use these as the framework for site specific SOP's. **Answer:** **The Contractor is responsible for writing all applicable SOP's and may refer to AR 608-10 for format and content.**

38. Question: We need to understand the evaluation criteria for a vendor. Is it going to be a provider that is willing to take on all of the enrollment and financial risk? **Answer:** **The standard solicitation format for a request for proposals contains evaluation factors in Section M. Section M was not included in the draft solicitation released for comment. The final solicitation will contain evaluation factors in Section M. Offerors will be informed by Section M of the Government's evaluation factors and their relative importance.**

39. Question: If we set the tuition rates at market for that area, are they going to subsidize the difference between the market rate tuition and their affordability scale as it is defined in the proposal? **Answer:** The Contractor will be expected to establish community patron rates with the goal of operating the center at 85%-90% of capacity. With regard to DoD patrons, the contractor will be expected to establish the DoD patron fee from within the range of fees promulgated each year by DoD for each category of child and income levels. The Contractor is also expected to propose a price (lump sum) per month in Section B for the subsidy paid to the contractor by the government for each DoD patron child depending upon the category of care and income level. Section B (Note 6) now includes a note that states the following:

Note: The total monthly rate proposed on the Schedule page (for the base year and each option year) will be an estimated amount and shall be based upon the actual number of children enrolled each month belonging to DoD patrons (including DoD military, DoD civilians, and DoD Contractors). DoD patron criteria is described in Attachment E to the Specifications, Priority of Enrollment. The only amount that should be included in the Contractors bid price for Line Items 0002, 0003, 0004, 0005, and 0006 is the amount of matching funds expected to be paid by the Government to the Contractor based on current monthly enrollment (Attachment D to the Specs, Workload Estimates) and the current DoD Patron Fee Scale in effect at the time of billing.