

Interment Flag

NAICS: 314999

Questions and Answers to DRAFT VA798S-12-R-0001

NAICS: 314999 All Other Miscellaneous Textile Product Mills

This U.S. industry comprises establishments primarily engaged in manufacturing textile products (except carpets and rugs; curtains and linens; textile bags and canvas products; rope, cordage, and twine; and tire cords and tire fabrics) from purchased materials. These establishments may further embellish the textile products they manufacture with decorative stitching. Establishments primarily engaged in adding decorative stitching such as embroidery or other art needlework on textile products, including apparel, on a contract or fee basis for the trade, are included in this industry.

- 1. Question:** The CID (A-A-52696) references the Institute of Heraldry Cartoon 3.718 for the stitch count and design of the stars. After contacting the Institute of Heraldry, we were advised that no such Cartoon exists. Will the details of the star design and stitch count be provided by the Dept. of Veteran Affairs?

Answer: See Figure 1 - FLAG, NATIONAL, UNITED STATES OF AMERICA 50 STAR UNION JACK. The "Standard Sizes" chart, line 3, indicates the diameter of the star is 3 23/32 inches.

According to "Cartoon 3.718":

5 Pointed Star
Diameter. 3 – 23 / 32 inches
Yarn. 30/1 or 40/1 Cotton
Total Underlay Stitches. 440
Total Cover Stitches. 750
Grand Total Stitches. 1190

"Cartoon 3.718" will be included in the final synopsis solicitation.

- 2. Question:** The RFP references NSN 8345-00-656-1432 for this procurement. During our review of the information, we were informed that the referenced NSN was cancelled and replaced by NSN 8345-01-334-6825. Assuming the information we obtained from WEBFLIS at DLA is accurate, are any characteristics of the CID modified as well?

Answer: There are disconnects between the various organization NSNs. The VA will remove references of the NSN from the final combined synopsis solicitation to avoid confusion as they do not provide additional specifications/clarifications.

For this acquisition, the VA tailored the CID A-A-52696 as sited below. Please see Section D.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

The specifications are the same as those in Federal Specification CID-A-A-52696 except as noted:

NOTE: The Standard for Yarns per inch, Warp, Duck, reads 84 for Cotton and Cotton-Polyester. This standard is revised for this requirement to 34 yarns per inch for Cotton and Cotton-Polyester.

NOTE: 3.2 First Article Testing Samples. 6 complete interment flags shall be submitted for first article testing after contract award.

- 3. Question:** The Draft RFP details this procurement being set-aside for Small Business (52.219-6) as well as set-aside for SDVOSB (52.219-27). Do these two clauses work in conjunction with each other, and is the set-aside exclusive to SDVOSB?

Answer: This is exclusively an SDVOSB set-aside.

FAR 52.219-6 Notice of Total Small Business Set-Aside is not applicable to this solicitation and will be removed from the final posted solicitation.

This is an SDVOSB set-aside and therefore FAR 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside will remain in the final posted solicitation.

- 4. Question:** Pages 6 & 7 of the draft solicitation covers "FIRST ARTICLE APPROVAL..." On page 7 under (e) (1) "May deliver the approved first article as a part of the contract quantity, ...". Since the specs have not changed and we are a current supplier, would this apply? In other words, if [a current supplier] is fortunate enough to continue to supply the Interment Flags to the VA, could we ship our First Article as part of our first shipment?

Answer: In accordance with FAR 52.209-4 (h) (2) "(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver."

Upon notice of award, the apparent awardee, if desired, may request a waiver of First Article testing. If the waiver is approved, those first articles would be included in the first delivery.

5. **Question:** Ref: Pg 5 & 7 of the Draft RFP - Regarding First Article waiver in accordance with FAR 52.209-4(i), please confirm our understanding that such waiver may be obtained where the Offeror is a non-manufacturer under by FAR Part 19 and the manufacturer has previously obtain first article approval for the contract items.

Answer: See answer to question #4 above.

6. **Question:** Pages 13 - 15 of the draft solicitation covers 2 Economic Price Adjustment Clauses, the last tailored to the price of the cotton bunting & cotton duck. I am assuming that if both clauses are in the contract, the 1st C.5. page 13, applies to supplies or cost increases other then the cotton bunting or cotton duck and could apply to increases of labor, medical insurance, etc.

Answer: "FAR 52.216-2 Economic Price Adjustment – Standard Supplies" clause will be removed from the final solicitation.

"FAR 52.216-4 Economic Price Adjustment – Material (Tailored)" is the applicable clause. Labor costs will not be included in the economic price adjustment.

The only applicable EPA clause to this contract will be substantially the same as the following:

*FAR 52.216-4 Economic Price Adjustment—Material (Jan 1997)
(Modified)*

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the prices for material shown below:

*Cotton bunting
Cotton duck*

either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the

cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice, data, and adjustment proposal under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the prices for material shown in paragraph (a) of this clause results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract to include the price adjustment to the contract unit prices and its effective date. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on contract unit prices of the increases or decreases in the prices for material shown in paragraph (a) of this clause. There shall be no adjustment for—

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in prices for material other than those shown in paragraph (a) of this clause;

(iii) Changes in the quantities of material used from those shown in paragraph (a) of this clause for each item; or

(iv) Changes in the rates of pay for labor associated with the performance of this Contract.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in contract unit prices for material shown in paragraph (a) of this clause which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original contract unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the prices of material shown in paragraph (a) of this clause during all reasonable times until the end of 3 years after the date of final payment under this contract or the time

periods specified in [Subpart 4.7](#) of the Federal Acquisition Regulation (FAR), whichever is earlier.

(End of clause)

7. **Question:** The 2nd EPA clause is tailored for the cotton bunting and cotton duck price increases and is limited to starting after at least a 3% increase and a ceiling of 10%. However, there is no bottom limit in the dropping of the cotton pricing. Even though this is a great step in the right direction, the 3% starting point and the 10% limit is concerning for the manufacturers of the Flags. I believe the ceiling limit should be higher and there should be a downward limit equal to the upward limit so that the risk goes both ways.

Answer: IAW FAR 16.203-3 -- Limitations. "A fixed-price contract with economic price adjustment shall not be used unless the contracting officer determines that it is necessary either to protect the contractor and the Government against significant fluctuations in labor or material costs or to provide for contract price adjustment in the event of changes in the contractor's established prices."

In the case of this requirement, the government determined that given fluctuations in market cotton prices, it was prudent to incorporate the EPA clause (in this case FAR 52.216-4 Economic Price Adjustment - Material (Jan 1997) (Modified) to protect both the government and the contractor.

At this time the government is not in possession of compelling rationale to adjust the percentages as currently written.

8. **Question:** Ref: Pg. 13 & 14 of the RFP, Sections C.5 & C.6 – Are the economic price adjustments under these clauses exclusive of each other, meaning that you can obtain a separate adjustment under each up to 10% of the contract value?

Answer: FAR 52.216-2 will be removed from the final solicitation.

FAR 52.216-4 will be the only EPA clause included in the solicitation and contract.

FAR 52.216-4 ECONOMIC PRICE ADJUSTMENT – MATERIAL (Tailored):

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on contract unit prices of the increases or decreases in the prices for material shown in paragraph (a) of this clause. There shall be no adjustment for—

(i) Supplies or services for which the production cost is not affected by such changes;

- (ii) Changes in prices for material other than those shown in paragraph (a) of this clause;*
- (iii) Changes in the quantities of material used from those shown in paragraph (a) of this clause for each item; or*
- (iv) Changes in the rates of pay for labor associated with the performance of this Contract.*

9. Question: We are interested in partnering on this solicitation but we are getting conflicting information as to the requirements for partnering. Our first question pertains to the amount of work the contracting partner must do. Is the contracting partner required to complete 51% of the work on a flag? If so how is this determined-based on total cost or just labor or some other method? Can a contracting partner just perform the administrative side and subcontract the entire manufacturing?

Answer: (As provided from the VA OSDDBU office) There are a couple of dimensions to your question. If by partnering you mean establishing a Joint Venture, there are some very specific rules that are governed by the VA Acquisition Regulations, as well as 38 CFR Part 74. It is explained in very good detail in the Office of Acquisition and Logistics Information Letter (see link: <http://www.va.gov/oal/docs/library/ils/il06-4.pdf>).

A Joint Venture is the joining together of two business enterprises to form a third business enterprise to work on specific limited goals (usually a contract). For the VA, both entities must be small and one must be a SDVOSB or VOSB. The JV must be verified, not just the managing "venturer".

If you are talking about a teaming agreement in which one party is the proposer and the other party is a subcontractor, the prime contractor must meet the limitations on subcontracting (on a set aside like this one.) In 13 CFR 125.6 (b) says: (b) An SDVO SBC prime contractor can subcontract part of an SDVO contract (as defined in §125.15) provided: (4) In the case of a contract for procurement of supplies or products (other than procurement from a non-manufacturer in such supplies or products), at least 50% of the cost of manufacturing the supplies or products (not including the costs of materials), will be performed by the SDVO SBC prime contractor or other SDVO SBCs.

Please also contact your local SBA office or the VA's OSDDBU office.

10. Question: On page 3 of the draft RFP, it states that contractor invoices shall be mailed to the Dept. of VA on a monthly basis in order to receive EFT payment. Has the VA considered utilizing the WAWF (Wide Area Workflow) System in order to expedite invoice submittal and payment?

Answer: WAWF is not currently available for VA use.

11. Question: Can you inform us of what you paid for the flags in the past?

Answer: The award amounts are publicly available in FBO.gov. We queried FBO.gov under “Advanced Search” for “Veterans Affairs”, “Awards”, and “Interment” and found awards in 2007 for Interment Flags.

See: <https://www.fbo.gov/spg/VA/VAAOAS/VADC/VA-101-06-RQ-0048/listing.html>

12. Question: Will you allow vendors to partner up with more than one manufacturer and place multiple bids or submit only one bid per vendor?

Answer: IAW Volume II – Price Factor under Section E – Solicitation Provisions, “The Offeror shall complete up to 4 of the following pricing proposals. Offerors are not required to submit pricing for all four Price Proposals...”.

The government will accept only one complete proposal from each vendor.

Partnering and other business arrangement questions should be addressed to your local SBA office.

13. Question: Ref: Pg 27-29, Proposal Submission– Please clarify what information the VA requires in order to evaluate the Offeror’s proposals for technical acceptability. In this regard the draft RFP provides at page 28 that the offeror will provide “specifications” for the following: proposed cotton elements, proposed flag canton, grommets and all needle thread. Confirm our understanding that actual quotes or commitments for the proposed cotton elements, flag canton, grommets and thread needle, with detailed specifications for each, are all that its required.

Answer: Correct. Each submitted technical document must demonstrate that the proposed elements meet or exceed the specifications stated in the commercial item description. Additionally, the technical document must demonstrate that the proposed elements meet the Public Law 105-261.

The interment flag shall be considered to be wholly produced in the United States only if the materials and components of the flag are entirely grown, manufactured, or created in the United States; the processing (including spinning, weaving, dyeing, and finishing) of such materials and components is entirely performed in the United States; and the manufacture and assembling of

such materials and components into the flag is entirely performed in the United States.

14.Question: Ref: Pg. 26 & 29, Technical Evaluation Approach – Please clarify how the VA will determine whether an offer is technically acceptable. In this regard, and as queried in the prior questions, if Offerors must only provide specifications regarding their proposed acquisition of cotton elements, flag canton, grommets and needle thread, how will the VA determine whether the Offeror has the manufacturing capability and capacity to produce at least 62,502 flags annually?

Answer: Technical acceptability is determined by evaluation of submitted technical documents under Volume I, and past performance evaluation under Volume III, prior to award.

The government also reserves the right to conduct pre-award surveys.

After award the government will utilize random sampling/testing of deliveries, and post award surveys of the vendor's manufacturing facilities.

15.Question: Ref: Pg 26 & 29, Technical Evaluation Approach – As a follow-up the preceding question, it would be our suggestion that the VA should at least require Offeror's to address and describe, in their technical proposal, the following:

The nature and extent to which they have established and/or have available manufacturing facilities and equipment for producing at least 62,205 flags annually;

The nature and extent to which they have in place or have available skilled production and sewing personnel to produce at least 62,205 flags annually;

The nature and extent to which they have in place or have plans for implementing production control plans, procedure and processes, including quality control plans or procedures, for successfully producing at least 62,205 flags annually; and

The nature and extent the Offeror has in place or available the necessary financial resources and commitments to support their planned production and delivery of flags.

Answer: The government is confident that the past performance evaluation and option of pre and post award surveys will provide confidence of a vendor's capability to supply the required amounts of interment flags.

16. Question: Please confirm that in the case of an Offeror that is a non-manufacturer under FAR Part 19 that past performance information regarding the manufacturer may be submitted and evaluated favorably.

Answer: Past performance of the manufacturer will be evaluated. Please see question 17.

17. Question: As a “nonmanufacturer” do we qualify to provide a proposal/quote for this requirement if our manufacturer/source has previously provided required Interment flags to the VA under previous contracts?

Answer: As this solicitation is a SDVOSB set-aside, the prime contractor must comply with the provisions of VAAR § 852.219-10. Specifically, the “service-disabled veteran owned small business” concern agrees that in the performance of the contract, in the case of a contract for: (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns...” VAAR § 852.219-10(c)(2).

18. Question: A contradiction exists in the Commercial Item Description A-A-52696 as it relates to the Header cloth. In paragraph 2.1 the CID states the weight of the Duck is to be 8.5 oz. minimum per square yard. In paragraph 2.1.5 the CID states the weight to be 7 ounces to 8.25 ounces per square yard. Please confirm that the Duck cloth acceptable range for the Duck cloth remains 7 to 8.5 ounces per square yard.

Answer: Awaiting clarification.

19. Question: Under the current production contracts for the Interment Flag Para. 2.1.6 of the Commercial Item Description was modified to state “the looper thread must be on the white portion of the flag”. Please confirm that this modification will remain valid for the current RFP.

Answer: Awaiting clarification.

Questions regarding NAICS code and business arrangements should be directed to your local Small Business Administration (SBA) office.