
Offeror Name

DUNS

PART 1 – GENERAL INFORMATION

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in FAR Subpart 12.6 and 13.1, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. The Government contemplates issuing a firm fixed-price purchase order resulting from this solicitation. This solicitation document incorporates provisions and clauses in effect through Federal Acquisition Circular FAC 2020-06, effective June 5, 2020.

The associated North American Industrial Classification System (NAICS) code for this procurement is 334516 – Analytical Laboratory Instrument Manufacturing, with an associated size standard of 1,000 employees. **This requirement is being solicited as a total small business set-aside.**

PART 2 – SUPPLIES OR SERVICES AND PRICES

Contract Type: Firm fixed-price purchase order

Pricing Tables:

Line Item	Description	Total Price
1	Dilution System - Includes all required accessories, shipping, installation, training and 12-month warranty	\$

PART 3 – DESCRIPTION OF REQUIREMENTS

Background

The FDA’s Winchester Engineering and Analytical Center (WEAC) develops test methods for electronic nicotine delivery systems (ENDS) products, including the evaluation of aerosols. Because aerosols from ENDS products are extremely concentrated, the aerosol must be highly diluted to allow measurement with a particle size spectrometer. An open two-stage dilution system consisting of axial and ejector diluters in series and components is necessary to provide high-accuracy dilution with a large dilution ratio.

The WEAC requires a high-accuracy dilution system to conduct research and develop test methods for ENDS products. The high-accuracy dilution system will interface between the lab’s existing Dekati ELPI+ particle size spectrometer and Borgwaldt smoking machine. A dedicated source of compressed air is available for the ejector diluter. The high-accuracy dilution system is necessary to evaluate and verify

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the function of a previously purchased lower-accuracy dilution system between calibrations and maintains WEAC's aerosol testing capability during calibration or maintenance of the other system.

Purpose and Scope

The purpose of this requirement is to procure a high-accuracy dilution system to support measurement of the particle size distribution of aerosols produced by ENDS. The dilution system will interface with an existing smoking machine and an existing particle size spectrometer and must provide a maximum dilution ratio of 1000:1.

Requirements

The Contractor shall provide a complete dilution system that meets all of the technical specifications outlined in this section.

- High-accuracy aerosol dilution system
 - Configuration: open system, two-stage (axial diluter and ejection diluter in series)
 - Overall dilution factor: 1000:1
 - Dilution accuracy: $\pm 3\%$
 - Input flow: 1.1 lpm peak, 0.11 lpm average (based on puff volume of 55 ml, puff duration of 3 s, and puff period of 30 s)
 - Output flow: 10 lpm
 - Compatibility:
 - Dilution system must compatibly interface between Borgwaldt custom smoking machine (PM1 syringe module M/N 7027 002 5 with LM1E smoking module M/N 7043 110 0) and Dekati ELPI+ particle size analyzer M/N 2E10-10
 - Ejection diluter must be compatible with available compressed air source (free air delivery from Jun-Air OF1202-40M compressor: 130 lpm at 8 bar and 180 lpm at 4 bar)
- Axial diluter
 - Dilution factor: **20:1 minimum; 30:1 maximum**
 - Inlet/sample flow: 0.1-10 lpm
 - Material: AISI 316 stainless steel
- Ejector diluter
 - Dilution factor: **35:1 minimum; 50:1 maximum**
 - Sample air flow (inlet): ~7 lpm
 - Diluted sample flow (outlet): 45 lpm
 - Material: AISI 316 stainless steel
- Mass flow meter (to monitor axial dilution air flow)
 - Type: Air, calibrated
 - Range: 0.01-20 lpm
 - Connections: 3/8" tube
- Mass flow controller for axial diluter
 - Type: Gas (air) mass flow meter, dual valves, closed-loop volumetric flow control, high-accuracy calibration
 - Full range: 10 slpm
 - Analog inputs/outputs: 0-5 Vdc setpoint input, 0-5 Vdc gas mass flow output

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- Flow divider (between axial and ejector diluters)
 - Type: customized, including all necessary connectors, filter, hoses, etc.
- Pressure sensor (for ejector dilution air pressure setting)
 - Type: absolute, digital, high accuracy
 - Accuracy: 0.05% full scale
 - Range: 7 bar
- Pressurized air filtration and drying unit (for compressed air to ejection diluter)
 - Pressure regulator and gauge
 - Particle filters for removal of solid and oil particles
 - Silica gel dryer or molecular sieve for water removal

The Contractor shall also provide the following services included with the required equipment.

- The components and/or equipment shall be a newly manufactured, not used and refurbished, or previously used for demonstration.
- Warranty: The entire system shall be warranted for parts and labor for a minimum of 12 months from date of formal government acceptance. The warranty must include unlimited telephone/e-mail support for questions regarding operation. The system must include at least a three (3) year warranty and shall include at a minimum: coverage on all non-consumable items and parts supplied including base instrument, factory-certified replacement parts, engineer labor and travel costs. Any equipment repair, and maintenance work shall be performed by an OEM-trained engineer. This factory-trained engineer shall have (verified by the OEM) the following: 1) access to OEM factory telephone support; 2) access to the most current OEM factory training for both hardware and software components; and 3) access to all current OEM factory parts, not build-to-order parts. The OEM-trained service engineer shall not use salvaged parts from other instruments for performing maintenance and repairs. All parts used in PM and repairs must be guaranteed, factory-tested, OEM quality parts.
- The provided system shall be a turn-key solution i.e. the Contractor shall be responsible for providing all hardware, components, and that otherwise required to meet these specifications, the FDA's stated need, and shall be fit for intended purpose. The systems shall be delivered with all necessary supplies and accessories required for installation and start-up. Upon installation, the system must meet or exceed all required performance specifications. The instrument shall not be accepted until the performance specifications have been met.
- Installation: The contractor shall provide assembly and installation of the equipment at time of delivery or shortly thereafter (within 30 days), such that the equipment shall be ready to operate no later than September 30, 2020. The Contractor shall provide installation qualification with an employee who can provide proof of installation qualification/Operation qualification (IQ/OQ) certification.
- Training: The Contractor shall provide a two-day, on-site training for the required equipment.
- User and maintenance manuals shall be provided with the equipment.
- The Contractor shall provide all hardware updates and fixes according to the support level required and the service level agreement established by Original Equipment Manufacturer.
- Service Reports: The Contractor shall, commensurate with the completion of any service call (inclusive of warranty services), provide the end-user of the equipment with a copy of a field service report/ticket identifying the equipment name, manufacturer, model number, and serial number of the equipment being serviced/repared and detailing the reason for the service call, a detailed description of the work performed, the test instruments or other equipment used to affect the repair or otherwise perform the service, the name(s) and contact information of the technician who

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performed the repair/service, and for information purposes, the on-site hours expended and parts/components replaced.

Deliverables

Description of Deliverable	Quantity	Delivery Date
High Accuracy Diluter including all applicable hardware to meet technical specifications	1	Delivery and installation due no later than September 30, 2020.
Training and Installation	1	Installation due no later than September 30, 2020, training to be scheduled with the Technical POC.
Support Coverage Certificate	1	Due no later than September 30, 2020.

PART 4 – DELIVERIES AND PERFORMANCE

Deliveries

Satisfactory performance of this contract shall be deemed to occur upon completion of services described above and/or upon acceptance by the Contracting Officer or the Technical Representative of these products and services. Any deliveries required by the contractor shall be marked with the contract number and contractor name and made **F.O.B. destination**. The contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

Unless otherwise specified, deliveries and services shall occur at the place of performance Monday through Friday (excluding Federal Holidays) between the hours of 8:00 a.m. and 4:00 p.m. in accordance with the laboratory location time zone (Eastern Time, Central Time, or Pacific Time). Supplies or services scheduled for delivery or service on a Federal holiday shall be made the next business day. Delivery shall be coordinated with the Laboratory Technical POC at least 48 hours in advance of scheduled delivery.

Place of Performance

Delivery, installation and service shall be provided to:

Food and Drug Administration
Winchester Engineering and Analytical Center
109 Holton Street
Winchester, MA 01890

Period of Performance

The required equipment shall be delivered and installed no later than September 30, 2020, unless the Government approves an alternate delivery schedule. The included warranty for the equipment shall be one year from the date of installation and acceptance of the equipment.

PART 5 – CONTRACT ADMINISTRATION DATA

The following personnel shall represent the Government for the purpose of this contract:

WEAC Technical POC:

To be determined upon contract award

The Technical POC is responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Statement of Work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

Contracting Officer (CO):

Robin Goon

4041 Powder Mill Road

Beltsville, MD 20705

Robin.Goon@fda.hhs.gov

Tel: (301) 348-1923

The Contracting Officer is the only person with authority to act as agent of the Government under this contract. Only the Contracting Officer has authority to (1) Direct or negotiate any changes in the RFQ; (2) Modify or extend the period of performance; (3) Change the delivery schedule; (4) Authorize reimbursement to the Contractor any costs incurred during the performance of this contract; or (5) Otherwise change any terms and conditions of this contract.

Payment Schedule:

The Contractor shall submit an invoice subsequent to the delivery and installation of the required equipment. Invoices submitted shall be in accordance with FDA's Invoicing Procedures.

FDA Three-Way Match Invoicing Procedures:

A. The contractor shall submit all invoices to:

U.S. FOOD AND DRUG ADMINISTRATION

Attn: Vendor Payments

Division of Payment Services

10903 New Hampshire Ave

WO32 - Second Floor

MAIL HUB 2145

Silver Spring, MD 20993-0002

301-827-3742

FDAVendorPaymentsTeam@fda.hhs.gov

*** Acceptable methods of delivery include: E-mail (preferred) and Standard Mail.

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B. Invoices submitted under this contract must comply with the requirements set forth in FAR Clauses 52.232-25 (Prompt Payment) and 52.232-33 (Payment by Electronic Funds Transfer - System for Award Management) and/or other applicable FAR clauses specified herein. To constitute a proper invoice, the invoice must be submitted on company letterhead and include each of the following:

- (i) Name and address of the contractor;
- (ii) Invoice date and invoice number;
- (iii) Contract/Order number (including a reference to any base award for Indefinite-Delivery/Indefinite-Quantity Contracts or Blanket Purchase Agreements);
- (iv) Description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed, including:
 - (a) period of performance for which costs are claimed;
 - (b) itemized travel costs, including origin and destination;
 - (c) any other supporting information necessary to clarify questionable expenditures;
 - (d) the contractor shall include the award item number for each description, quantity, unit of measure, unit price, and extended price supplies delivered or services performed;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on government bill of lading;
- (vi) Terms of any discount for prompt payment offered (Prompt Payment terms other than NET 30);
- (vii) Name and address of official to whom payment is to be sent (must be the same as that in the purchase order/award, or in a proper notice of assignment)
- (viii) Name, title, and phone number of person to notify in event of defective invoice;
- (ix) Taxpayer Identification Number (TIN);
- (x) banking routing transit number of the financial institution receiving payment for Electronic funds transfer (EFT);
- (xi) Name and telephone number of the FDA Contracting Officer Representative (COR) or other Program Center/Office point of contact, as referenced on the award;
- (xii) For all Inspections, Time-and-Materials and Labor-Hour Awards, Contractor is required to attach an invoice log addendum to each invoice which shall include, at a minimum, the following information for contract administration and reconciliation purposes:
 - (a) list of all invoices submitted to date under the subject award, including the following:
 - (1) invoice number, amount, & date submitted
 - (2) corresponding payment amount & date received
 - (b) total amount of all payments received to date under the subject contract or order
 - (c) and, for definitized contracts or orders only, total estimated amounts yet to be invoiced for the current, active period of performance;
- (xiii) Any other information or documentation required by the award.

C. An electronic invoice is acceptable if submitted in adobe acrobat (PDF) format. All items listed in (i) through (xiii) of this clause must be included in the electronic invoice. Electronic invoices must be on company letterhead and must contain no ink changes and be legible for printing.

D. Questions regarding invoice payments should be directed to the Employee Resource and Information Center (ERIC) Helpdesk at 301-827-ERIC (3742) or toll-free 866-807-ERIC (3742); or, by email at ERIC@fda.hhs.gov. Refer to the Call-in menu options and follow the phone prompts to dial the option that corresponds to the service that's needed. All ERIC Service Now Tickets will either be responded to or resolved within 48 hours (2 business days) of being received. When emailing, please be sure to include the contract number, invoice number and date of invoice, as well as your name, phone number, and a detailed description of the issue.

PART 6 – CONTRACT PROVISIONS AND CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://acquisition.gov/far/>

(End of clause)

FAR 52.204-13 – System for Award Management Maintenance (Oct 2018)

FAR 52.204-18 – Commercial and Government Entity Code Maintenance (Jul 2016)

FAR 52.212-4 – Contract Terms and Conditions – Commercial Items (Oct 2018)

FAR 52.232-39 – Unenforceability of Unauthorized Obligations (Jun 2013)

FAR 52.232-40 – Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

FAR 52.212-5 – Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (Mar 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (*Nov 2015*).

(5) [52.233-3](#), Protest After Award (*Aug 1996*) ([31 U.S.C. 3553](#)).

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (*Oct 2004*) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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- __ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (*Sept 2006*), with Alternate I (*Oct 1995*) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).
- __ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).
- __ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (*June 2010*) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- __ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (*Oct 2018*) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- __ (5) [Reserved].
- __ (6) [52.204-14](#), Service Contract Reporting Requirements (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).
- __ (7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (*Oct 2016*) (Pub. L. 111-117, section 743 of Div. C).
- __ (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (*Oct 2015*) ([31 U.S.C. 6101note](#)).
- __ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (*Oct 2018*) ([41 U.S.C. 2313](#)).
- __ (10) [Reserved].
- __ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C.657a](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-3](#).
- __ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-4](#).
- __ (13) [Reserved]
- _X_ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Mar 2020) ([15 U.S.C.644](#)).
- __ (ii) Alternate I (Mar 2020).
- __ (iii) Alternate II (*Nov 2011*).
- __ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Mar 2020) ([15 U.S.C. 644](#)).
- __ (ii) Alternate I (Mar 2020) of [52.219-7](#).
- __ (iii) Alternate II (*Mar 2004*) of [52.219-7](#).
- __ (16) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- __ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Mar 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- __ (ii) Alternate I (*Nov 2016*) of [52.219-9](#).
- __ (iii) Alternate II (*Nov 2016*) of [52.219-9](#).
- __ (iv) Alternate III (Mar 2020) of [52.219-9](#).
- __ (v) Alternate IV (Aug 2018) of [52.219-9](#)
- __ (18) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- __ (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C.637\(a\)\(14\)](#)).
- __ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (*Jan 1999*) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- __ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) ([15 U.S.C. 657f](#)).
- _X_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (Mar 2020) ([15 U.S.C. 632\(a\)\(2\)](#)).
- __ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- __ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).

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- __ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).
- _X_ (27) [52.222-3](#), Convict Labor (*June* 2003) (E.O.11755).
- _X_ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2020) (E.O.13126).
- _X_ (29) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- _X_ (30) (i) [52.222-26](#), Equal Opportunity (*Sept* 2016) (E.O.11246).
 __ (ii) Alternate I (*Feb* 1999) of [52.222-26](#).
- _X_ (31) (i) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C. 4212](#)).
 __ (ii) Alternate I (*July* 2014) of [52.222-35](#).
- _X_ (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
 __ (ii) Alternate I (*July* 2014) of [52.222-36](#).
- _X_ (33) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C. 4212](#)).
- __ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496).
- _X_ (35) (i) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O. 13627).
 __ (ii) Alternate I (*Mar* 2015) of [52.222-50](#) ([22 U.S.C. chapter78](#) and E.O. 13627).
- __ (36) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)
- __ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (*May* 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 __ (ii) Alternate I (*May* 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (*Jun* 2016) (E.O. 13693).
- __ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (*Jun* 2016) (E.O. 13693).
- __ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (*Jun* 2014) (E.O.s 13423 and 13514).
 __ (ii) Alternate I (*Oct* 2015) of [52.223-13](#).
- __ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (*Jun* 2014) (E.O.s 13423 and 13514).
 __ (ii) Alternate I (*Jun* 2014) of [52.223-14](#).
- __ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (*Dec* 2007) ([42 U.S.C. 8259b](#)).
- __ (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (*Oct* 2015) (E.O.s 13423 and 13514).
 __ (ii) Alternate I (*Jun* 2014) of [52.223-16](#).
- _X_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (*Aug* 2011) (E.O. 13513).
- __ (45) [52.223-20](#), Aerosols (*Jun* 2016) (E.O. 13693).

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- ___ (46) [52.223-21](#), Foams (*Jun 2016*) (E.O. 13693).
 - ___ (47) (i) [52.224-3](#) Privacy Training (*Jan 2017*) (5 U.S.C. 552 a).
 - ___ (ii) Alternate I (*Jan 2017*) of [52.224-3](#).
 - _X_ (48) [52.225-1](#), Buy American-Supplies (*May 2014*) ([41 U.S.C. chapter 83](#)).
 - ___ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (*May 2014*) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
 - ___ (ii) Alternate I (*May 2014*) of [52.225-3](#).
 - ___ (iii) Alternate II (*May 2014*) of [52.225-3](#).
 - ___ (iv) Alternate III (*May 2014*) of [52.225-3](#).
 - ___ (50) [52.225-5](#), Trade Agreements (*Oct 2019*) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).
 - _X_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (*June 2008*) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ___ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct 2016*) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
 - ___ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (*Nov 2007*) ([42 U.S.C. 5150](#)).
 - ___ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (*Nov 2007*) ([42 U.S.C. 5150](#)).
 - ___ (55) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (*Feb 2002*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
 - ___ (56) [52.232-30](#), Installment Payments for Commercial Items (*Jan 2017*) ([41 U.S.C.4505](#), [10 U.S.C.2307\(f\)](#)).
 - _X_ (57) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (*Oct 2018*) ([31 U.S.C. 3332](#)).
 - ___ (58) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (*Jul 2013*) ([31 U.S.C.3332](#)).
 - ___ (59) [52.232-36](#), Payment by Third Party (*May 2014*) ([31 U.S.C.3332](#)).
 - ___ (60) [52.239-1](#), Privacy or Security Safeguards (*Aug 1996*) ([5 U.S.C. 552a](#)).
 - ___ (61) [52.242-5](#), Payments to Small Business Subcontractors (*Jan 2017*) ([15 U.S.C. 637\(d\)\(13\)](#)).
 - ___ (62) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb 2006*) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).
 - ___ (ii) Alternate I (*Apr 2003*) of [52.247-64](#).
 - ___ (iii) Alternate II (*Feb 2006*) of [52.247-64](#).
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ___ (1) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*)(E.O. 13495).
 - ___ (2) [52.222-41](#), Service Contract Labor Standards (*Aug 2018*) ([41 U.S.C. chapter 67](#)).
 - ___ (3) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - ___ (4) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (*Aug 2018*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
 - ___ (5) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (*May 2014*) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

___ (6) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

___ (7) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May 2014*) ([41 U.S.C. chapter 67](#)).

___ (8) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec 2015*).

___ (9) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan 2017*) (E.O. 13706).

___ (10) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May 2014*) ([42 U.S.C. 1792](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (*Oct 2015*) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (*Jan 2017*) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (*Jul 2018*) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (*Aug 2019*) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of Small Business Concerns (*Oct 2018*) ([15 U.S.C.637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-17](#), Nondisplacement of Qualified Workers (*May 2014*) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

- (vii) [52.222-21](#), Prohibition of Segregated Facilities (*Apr* 2015).
- (viii) [52.222-26](#), Equal Opportunity (*Sept* 2015) (E.O.11246).
- (ix) [52.222-35](#), Equal Opportunity for Veterans (*Oct* 2015) ([38 U.S.C.4212](#)).
- (x) [52.222-36](#), Equal Opportunity for Workers with Disabilities (*Jul* 2014) ([29 U.S.C.793](#)).
- (xi) [52.222-37](#), Employment Reports on Veterans (*Feb* 2016) ([38 U.S.C.4212](#))
- (xii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (*Dec* 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xiii) [52.222-41](#), Service Contract Labor Standards (*Aug* 2018) ([41 U.S.C. chapter 67](#)).
- (xiv)
- (A) [52.222-50](#), Combating Trafficking in Persons (*Jan* 2019) ([22 U.S.C. chapter 78](#) and E.O 13627).
- (B) Alternate I (*Mar* 2015) of [52.222-50](#)([22 U.S.C. chapter 78](#)and E.O 13627).
- (xv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (*May* 2014) ([41 U.S.C. chapter 67](#)).
- (xvii) [52.222-54](#), Employment Eligibility Verification (*Oct* 2015) (E.O. 12989).
- (xviii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (*Dec* 2015).
- (xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (*Jan* 2017) (E.O. 13706).
- (xx)
- (A) [52.224-3](#), Privacy Training (*Jan* 2017) ([5 U.S.C. 552a](#)).
- (B) Alternate I (*Jan* 2017) of [52.224-3](#).
- (xxi) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (*Oct* 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
- (xxii) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (*May* 2014) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).
- (xxiii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (*Feb* 2006) ([46 U.S.C. Appx.1241\(b\)](#) and [10 U.S.C.2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

HHSAR Clauses:

HHSAR Clauses and Provisions can be viewed in full text at:

<https://www.hhs.gov/grants/contracts/contract-policies-regulations/hhsar/part-352-solicitation-provisions-contract-clauses/index.html>

352.222-70 Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)

352.239-73 Electronic Information and Technology Accessibility Notice (Dec 2015)

HHSAR 352.239-74 Electronic Information and Technology Accessibility (Dec 2015)

(a) Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998, all electronic and information technology (EIT) supplies and services developed, acquired, or maintained under this contract or order must comply with the "Architectural

and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 CFR part 1194. Information about Section 508 is available at <http://www.hhs.gov/web/508>. The complete text of Section 508 Final Provisions can be accessed at <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards>.

(b) The Section 508 accessibility standards applicable to this contract or order are identified in the Statement of Work or Specification or Performance Work Statement. The contractor must provide any necessary updates to the submitted HHS Product Assessment Template(s) at the end of each contract or order exceeding the simplified acquisition threshold (see [FAR 2.101](#)) when the contract or order duration is one year or less. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(c) The Section 508 accessibility standards applicable to this contract are:

- Must meet WCAG 2.0 A and AA
- E101.2 Equivalent Facilitation (Appendix A, Application and Scoping Requirements)
- E203 Access to Functionality (Appendix A, Application and Scoping Requirements)
- E204 Functional Performance Criteria (Appendix A, Application and Scoping Requirements)
- E205 Electronic Content (Appendix A, Application and Scoping Requirements)
- E208 Support Documentation and Services (Appendix A, Application and Scoping Requirements)
- Chapter 6 Support Documentation and Services (Appendix C, Functional Performance Criteria and Technical Requirements)
- 302 Functional Performance Criteria (Appendix C, Functional Performance Criteria and Technical Requirements)
- Electronic content must be accessible to HHS acceptance criteria. Checklist for various formats are available at <https://www.hhs.gov/web/section-508/making-files-accessible/index.html>, or from the Section 508 Coordinator listed at <https://www.hhs.gov/web/section-508/additional-resources/section-508-contacts/index.html>. Materials that are final items for delivery should be accompanied by the appropriate checklist, except upon approval of the Contracting Officer or Representative.

(d) In the event of a modification(s) to this contract or order, which adds new EIT supplies or services or revises the type of, or specifications for, supplies or services, the Contracting Officer may require that the contractor submit a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found under Section 508 policy on the HHS website: (<http://www.hhs.gov/web/508>). If it is determined by the Government that EIT supplies and

services provided by the Contractor do not conform to the described accessibility standards in the contract, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(e) If this is an Indefinite Delivery contract, a Blanket Purchase Agreement or a Basic Ordering Agreement, the task/delivery order requests that include EIT supplies or services will define the specifications and accessibility standards for the order. In those cases, the Contractor may be required to provide a completed HHS Section 508 Product Assessment Template and any other additional information necessary to assist the Government in determining that the EIT supplies or services conform to Section 508 accessibility standards. Instructions for documenting accessibility via the HHS Section 508 Product Assessment Template may be found at <http://www.hhs.gov/web/508>. If it is determined by the Government that EIT supplies and services provided by the Contractor do not conform to the described accessibility standards in the provided documentation, remediation of the supplies or services to the level of conformance specified in the contract will be the responsibility of the Contractor at its own expense.

(End of clause)

FAR 52.252-1 – Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov/far

(End of provision)

FAR 52.212-1 - Instructions to Offerors – Commercial Items (Mar 2020)

- See Part 7 below

FAR 52.212-2 - Evaluation – Commercial Items (Oct 2014)

- See Part 8 below

FAR 52.217-5 – Evaluation of Options (Jul 1990)

FAR 52.204-7 - System for Award Management (Oct 2018)

- **All offerors must be registered in the SAM database with completed representations and certifications.**

FAR 52.204-16 - Commercial and Government Entity Code Reporting (Jul 2016)

FAR 52.204-18 - Commercial and Government Entity Code Maintenance (Jul 2016)

FAR 52.212-3 - Offeror Representations and Certifications -- Commercial Items (Mar 2020)

- If an offeror has not completed annual representations and certifications in the SAM database, offerors shall include a completed copy of the provision at 52.212-3 with this offer

FAR 52.219-1 - Small Business Program Representations (Mar 2020)

- If an offeror has not completed annual representations and certifications in the SAM database, offerors shall include a completed copy of the provision at 52.219-1 with this offer

PART 7 – INSTRUCTIONS TO THE OFFEROR

The provision at FAR 52.212-1 incorporated above is tailored as follows. Quotes shall be submitted no later than **12:00 p.m. (Eastern Time) on June 19, 2020**. Quotes shall be submitted via email in native MS Word or Excel or PDF format to the Contract Specialist, Robin Goon at Robin.Goon@fda.hhs.gov.

The offeror's quote must meet all characteristics of the requirement listed in Part 3 – Description of Requirements. **The contractor quote shall provide an itemized list of equipment being proposed with product specifications and sufficient information to allow the Government to determine whether the Contractor is capable of meeting the requirement.** The Government is not responsible for locating or securing any information which is not identified in the quote.

The Offeror shall submit a completed pricing table in Part 2 for a firm fixed-price purchase order. The Contractor shall provide the price and all detailed documentation to support the total price of the quote. The firm fixed-price proposed shall be inclusive of all equipment, shipping, labor and any other costs associated with meeting all the requirements listed in Part 3 – Description of Requirements.

If an offeror has not completed annual representations and certifications in the SAM database, offerors shall also include a completed copy of the provisions at 52.212-3 and 52.219-1. Offerors are advised that additional terms and conditions submitted with their quotations that are in conflict with the terms and conditions of this solicitation may be deemed as technically unacceptable and as such may not be considered for award. Any assumptions shall be provided in the quote.

Quotes shall be valid through September 30, 2020.

PART 8 – GENERAL EVALUATION INFORMATION

The Government intends to award a firm-fixed price purchase order resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Contractor selection will be based on the lowest price technically acceptable (LPTA) offer that can "meet or exceed" the requirements stated in this solicitation. The Government reserves the right to award without exchanges with offerors. The following factors shall be used to evaluate offers:

Technical Acceptability: The Government will evaluate the degree to which the quote meets or exceeds the requirements and specifications described in this solicitation. The Offeror's quote shall demonstrate the ability to "meet or exceed" all requirements in this solicitation. Quotes will be rated either "Technically Acceptable" or "Technically Unacceptable."

Price: Prices quoted shall be evaluated to ensure the best value to the Government and must be determined to be fair and reasonable in order to be considered for award. The total price for the entire system, inclusive of all costs, will be the total evaluated price.

This solicitation does not commit the Government to pay any costs incurred in the preparation of the submission of the quotation or to contract for the supplies or services.

HHS FAR Deviation 2020-02

FAR deviation: Class Deviation from the Federal Acquisition Regulation (FAR) to provide for accelerated payments to small business contractors and subcontractors

FAR Deviation Text

Baseline is FAC 2020-05, published in the Federal Register on February 27, 2020.

Deviations are shown by **[bracketed bold additions]** and ~~strikeouts~~.

FAR text unchanged shown as asterisks *** or *****

PART 12—ACQUISITION OF COMMERCIAL ITEMS

* * * * *

Subpart 12.3—Solicitation Provisions and Contract Clauses for the Acquisition of Commercial Items

* * * * *

12.301 Solicitation provisions and contract clauses for the acquisition of commercial items.

* * * * *

(d) ***

~~(12) Insert the clause at 52.232-40, Providing Accelerated Payments to Small Business Subcontractors, as prescribed in 32.009-2.~~

* * * * *

PART 32—CONTRACT FINANCING

* * * * *

32.009 Providing accelerated payments to small business **[contractors and to prime contractors that subcontract with a small business concern]**~~subcontractors~~.

32.009-1 General.

[(a) Pursuant to 31 U.S.C. 3903(a) and 10 U.S.C. 2307(a), agencies shall provide accelerated payments, to the fullest extent permitted by law, with a goal of 15 days after receipt of a proper invoice and all other required documentation, if a specific payment date is not established by contract, to—

- 1) **Small business contractors, and**
- 2) **Prime contractors that subcontract with a small business concern, if the prime contractor**

agrees to make payments to the small business subcontractor in accordance with the accelerated payment date, to the maximum extent practicable, without any further consideration from or fees charged to the subcontractor.]~~Pursuant to the policy provided by OMB Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors (and as extended by OMB Memoranda M-13-15 and M-14-10, both titled Extension of Policy to Provide Accelerated Payment to Small Business Subcontractors), agencies shall take measures to ensure that prime contractors pay small business subcontractors on an accelerated timetable to the maximum extent practicable, and upon receipt of accelerated payments from the Government. This acceleration does not provide any new rights under the Prompt Payment Act and does not affect the application of the Prompt Payment Act late payment interest provisions.~~

[(b)] This acceleration does not provide any new rights under the Prompt Payment Act and does not affect the application of the Prompt Payment Act late payment interest provisions.

32.009-2 Contract clause.

Insert clause 52.232-40, Providing Accelerated Payments to Small Business Subcontractors, in all solicitations and contracts.

* * * * *

SUBPART 32.9—PROMPT PAYMENT

* * * * *

32.903 Responsibilities.

(a) * * *

(5) May authorize the use of the accelerated payment methods specified at 5 CFR 1315.5 **[(but see 32.009-1(a))]**.

* * * * *

32.906 Making payments.

(a) * * *

(2) That the use of accelerated payment methods are necessary (see 32.903(a)(5)) **[(but see 32.009-1(a))]**.

* * * * *

PART 52—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

* * * * *

Subpart 52.2—Text of Provisions and Clauses

* * * * *

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Items.

As prescribed in 12.301(b)(4), insert the following clause:

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—
COMMERCIAL ITEM (MAR 2020)**[(DEVIATION APR 2020)]**

* * * * *

(b) * * *

_ (60) **[52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)(DEVIATION APR 2020)(31 U.S.C. 3903 and 10 U.S.C. 2307).**

_ **[61]** 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

_ **[(62)64]** 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

_ **[(63)62]**(i) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

_ (ii) Alternate I (Apr 2003) of 52.247-64.

_ (iii) Alternate II (Feb 2006) of 52.247-64.

* * * * *

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items).

As prescribed in 13.302-5(d), insert the following clause:

TERMS AND CONDITIONS—SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS (JAN 2020)**[(DEVIATION APR 2020)]**

(a)***

(2) ***

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**[(DEVIATION APR 2020)(31 U.S.C. 3903 and 10 U.S.C. 2307)].**

(viii) 52.244-6, Subcontracts for Commercial Items (AUG 2019)**[(DEVIATION APR 2020)].**

* * * * *

52.232-40 Providing Accelerated Payments to Small Business Subcontractors.

As prescribed in 32.009-2, insert the following clause:

PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)[**(DEVIATION APR 2020)**]

(a)[**(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, u**]Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract [**in accordance with the accelerated payment date established**], to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, [**with a goal of 15 days**] after receipt of a proper invoice and all other required documentation from the small business subcontractor [**if a specific payment date is not established by contract**].

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

(b)The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c)Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

* * * * *

52.244-6 Subcontracts for Commercial Items.

As prescribed in 44.403, insert the following clause:

SUBCONTRACTS FOR COMMERCIAL ITEMS (AUG 2019)[**(DEVIATION APR 2020)**]

* * * * *

(c)(1) * * *

(xix) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)[**(DEVIATION APR 2020)**], if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

* * * * *