

PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (APR 2021)

(a) *Applicability.* The terms of this clause shall only apply to offerings and sales of products made by Contractors other than the manufacturer of such products. The terms shall apply specifically to, but are not limited to, resellers and distributors. It shall not apply to offerings and sales of products by the manufacturer of such products.

(b) *Terms of Offering and Sales.* Contractors shall not offer or sell products for which: 1) they do not have authorization, as applicable, and 2) they lack an uninterrupted source of supply sufficient to satisfy the Government's requirements.

(1) *Manufacturer Authorization Program.*

(i) For products that manufacturers manage through any "authorized supplier", "controlled distribution", or other similar program, the Contractor shall be included in such a program to sell products to the Government. The Government will rely on information provided by the manufacturer to identify such authority, to the extent provided by the manufacturer.

(ii) If the Contractor is not included in any authorization program, then sales of those products to the Government are not permitted.

(iii) For products that manufacturers do not manage through any authorization program, the Contractor need only provide the uninterrupted source of supply as referenced in (2).

(2) *Uninterrupted Source of Supply.* The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Government's requirements for all products on its contract.

(3) *Manufacturer Prohibitions.* The Contractor shall not sell any product that the manufacturer of the product has prohibited the Contractor from selling.

(4) *Discrepancies.* In the event that the Government becomes aware of any discrepancy regarding a Contractor's authorization program status, a Contractor's uninterrupted source of supply, or a manufacturer's prohibition, then the Contracting Officer shall give written notice of such discrepancy to the Contractor. The Contractor shall have 30 days to respond to the discrepancy. Failure to respond to or resolve (as applicable) a notice of discrepancy may result in cancellation of this contract, in whole or in part, in accordance with the clause at 552.238-79 *Cancellation.*