

## **I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)**

I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.(b) Terms of Offering and Sales. Contractors shall not offer or sell products under this contract for which they do not have authorization, as applicable, and they lack an uninterrupted source of supply sufficient to satisfy the Governments 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 under this contract 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 required by paragraph (b)(2) of this clause.(2) Uninterrupted Source of Supply. The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Governments requirements for all products on its contract.(3) Manufacturer Prohibitions. The Contractor shall not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from selling.(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractors authorization program status, uninterrupted source of supply, or manufacturer prohibition, the Contracting Officer will 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 GSAR clause 552.238-79, Cancellation. (End of clause)

### **\*\*\* The contractor has taken exception to this clause as follows:**

T-Mobile takes exception to I-FSS-644 in its entirety as equipment is not included on T-Mobiles GSA Contract price list and any phones, tablets, and other equipment related to our service plans is sold Open Market. I-FSS-644 PRODUCTS OFFERED AND SOLD BY VENDORS OTHER THAN THE MANUFACTURER (DEC 2022)(a) Applicability. This clause applies to offerings and sales of products made by Contractors other than the manufacturer of such products. This clause applies specifically to, but is not limited to, Contractors who are resellers and distributors. This clause does not apply to Contractors who are also the manufacturer of the product(s) being offered and sold under this contract.(b) Terms of Offering and Sales. Contractors shall not offer or sell products under this contract for which they do not have authorization, as applicable, and they lack an uninterrupted source of supply sufficient to satisfy the Governments 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 under this contract 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 required by paragraph (b)(2) of this clause.(2) Uninterrupted Source of Supply. The Contractor shall provide evidence of, and shall maintain, an uninterrupted source of supply sufficient to satisfy the Governments requirements for all products on its contract.(3) Manufacturer Prohibitions. The Contractor shall not offer or sell any product under this contract that the manufacturer of the product has prohibited the Contractor from selling.(c) Discrepancies. In the event that the Government becomes aware of any discrepancy regarding a Contractors authorization program status, uninterrupted source of supply, or manufacturer prohibition, the Contracting Officer will 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 GSAR clause 552.238-79, Cancellation. (End of clause)

