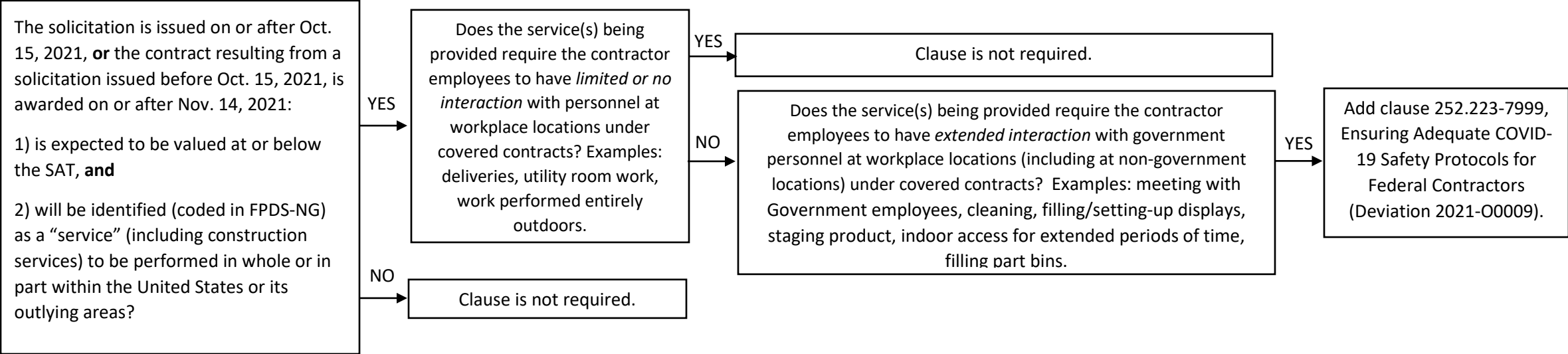
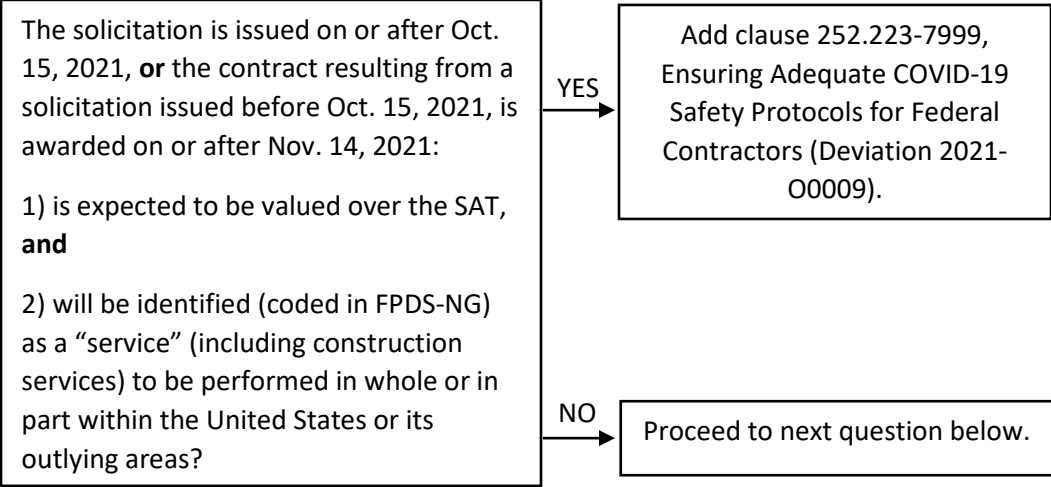
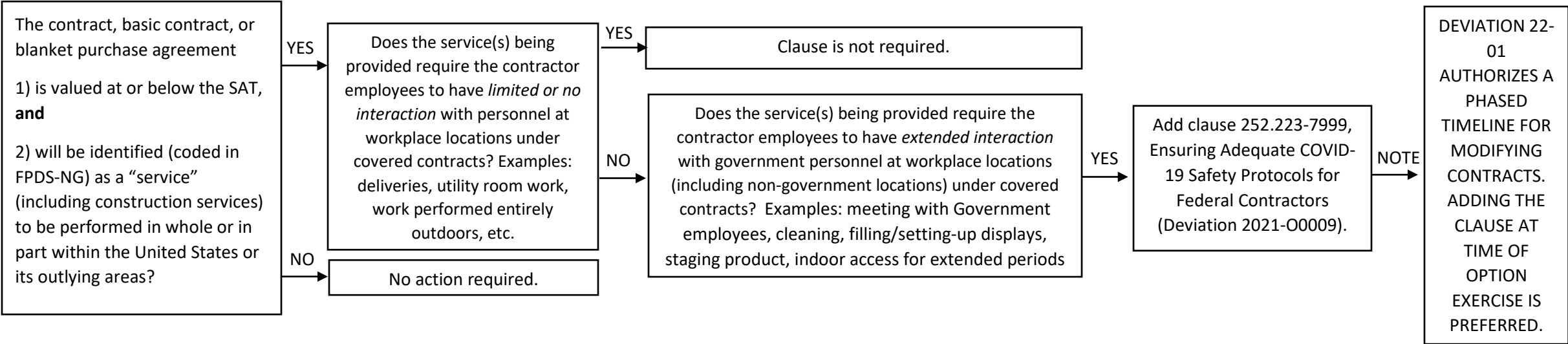
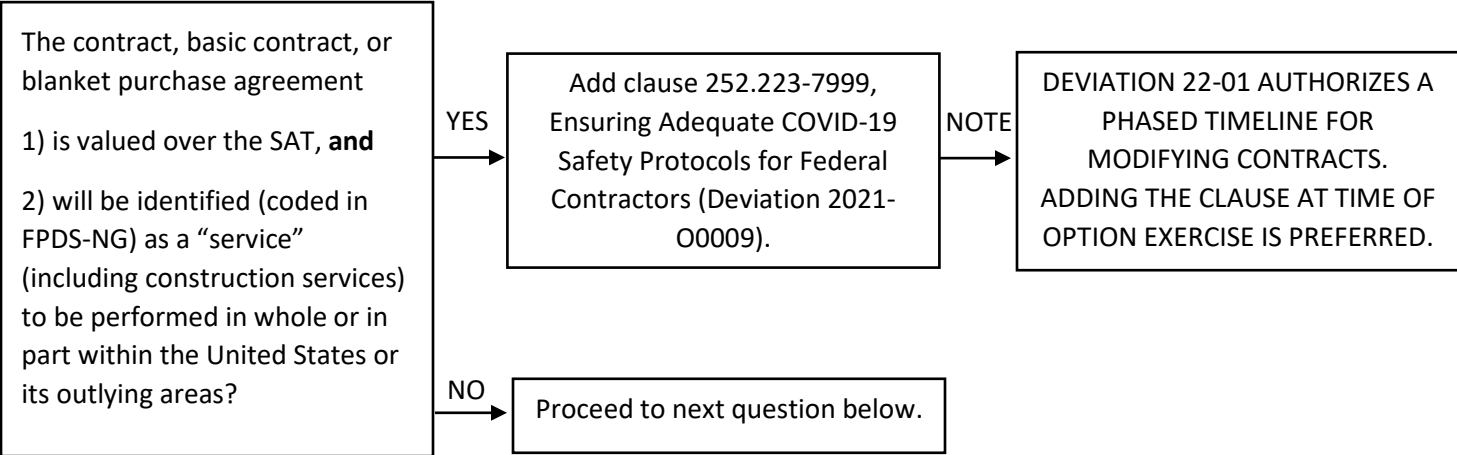


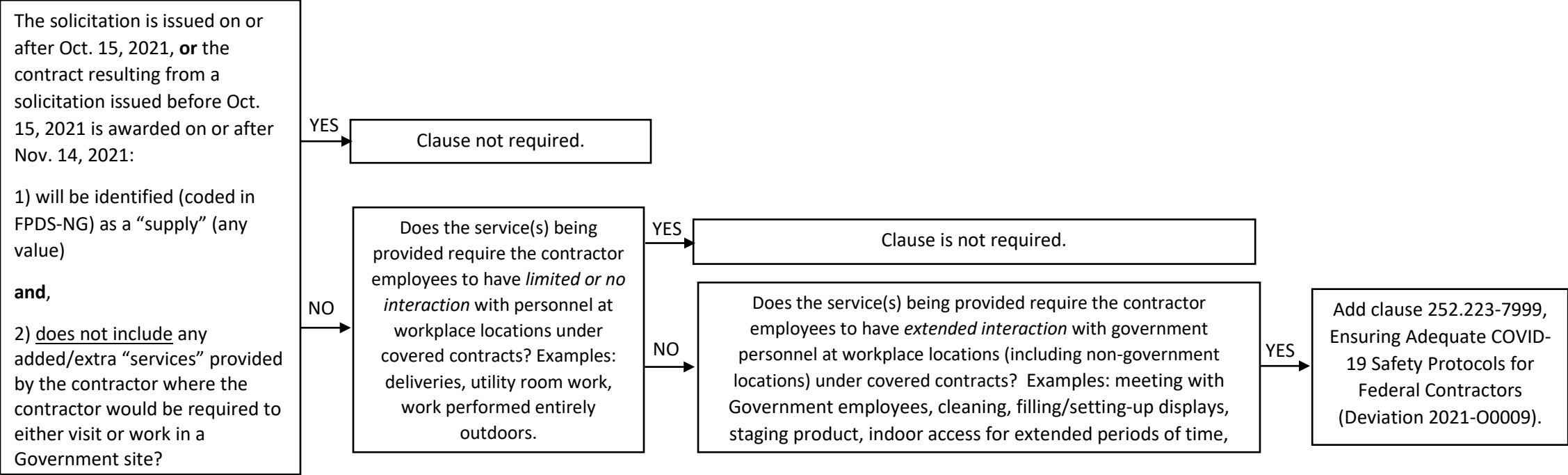
**NEW OR TO-BE AWARDED ‘SERVICE’ REQUIREMENTS :: SOLICITATIONS AND/OR CONTRACTS**  
*(Note: “Contract”/”Contracts” in the charts include task/delivery orders)*



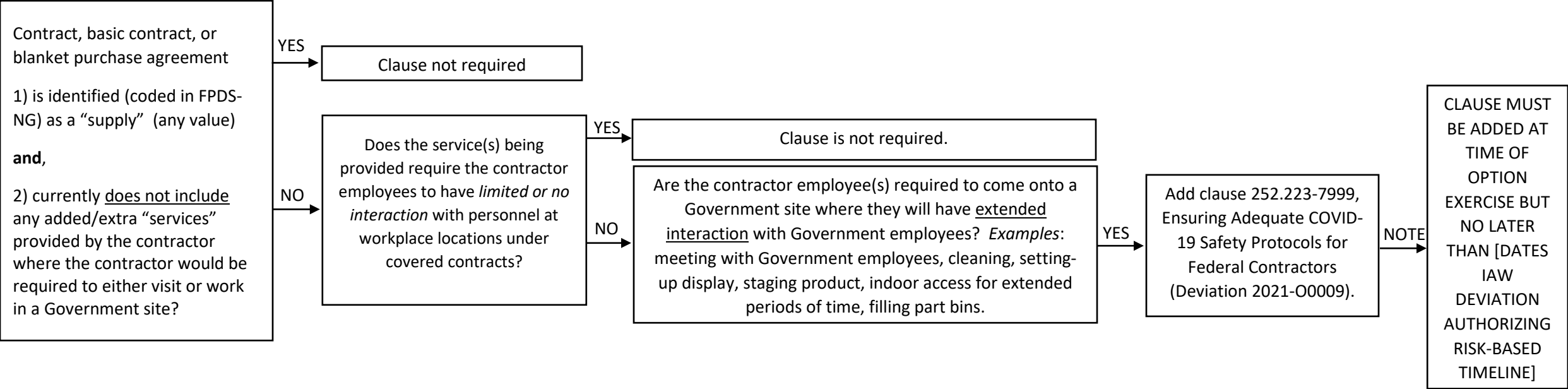
“SERVICE” CONTRACTS AWARDED PRIOR TO OCTOBER 15, 2021



NEW OR TO-BE-AWARDED “SUPPLY” or “COMBINATION SUPPLY & SERVICES” REQUIREMENTS :: SOLICITATIONS AND/OR CONTRACTS



“SUPPLY” or “COMBINATION SUPPLY & SERVICES” AWARDED PRIOR TO OCTOBER 15, 2021



FREQUENTLY ASKED QUESTIONS

1. GENERAL FAQs

- a. What is the effective date for usage of the clause?

Solicitations issued on or after October 15, 2021, and contracts, task orders, and delivery orders awarded pursuant to those solicitations, and contracts, task orders, and delivery orders, awarded on or after November 14, 2021, resulting from solicitations issued before October 15, 2021. Reference the above flow-charts to determine if clause applies to a solicitation, contract, task or delivery order is applicable.
- b. What is the effective date if I am issuing a contract, solicitation, extension or renewal, or exercising an option?

October 15, 2021.
- c. How do I determine if my solicitation, contract, extension, renewal or option is applicable?

Utilize the flow-charts on pages 1 and 2, in addition to reviewing the following ‘frequently asked questions’ (FAQs).
- d. Where can a contractor secure additional information regarding this clause and/or contractor and subcontract responsibilities?

OMB issued guidance on vaccination requirements for contractors and subcontractor on September 24, 2021.  
Access via link: [https://www.saferfederalworkforce.gov/downloads/Draft\\_contractor\\_guidance\\_doc\\_20210922.pdf](https://www.saferfederalworkforce.gov/downloads/Draft_contractor_guidance_doc_20210922.pdf)  
  
Safer Federal Workforce, which is cited in the clause, can be accessed through link: <https://www.saferfederalworkforce.gov/>
- e. What if this list of questions does not provide a response by my question(s)?

First, access the OMB issued guidance, which includes a list of FAQ’s: [https://www.saferfederalworkforce.gov/downloads/Draft\\_contractor\\_guidance\\_doc\\_20210922.pdf](https://www.saferfederalworkforce.gov/downloads/Draft_contractor_guidance_doc_20210922.pdf) If you remain to have a question(s), please elevate to one level above the Contracting Officer, or as directed by your Head of the Contracting Activity (HCA).
- f. Are automated solicitations and their resulting Award exempt from this requirement:

Yes.
- g. What if a contractor(s) requests an equitable

adjustment as a result of this clause?

Contracting officers must negotiate equitable adjustments on a case-by-case basis. Request from the contractor a cost breakdown of the expenses to be incurred as a result of the modification, award, delivery or task order. If you are not familiar in performing a price analysis of these expenses, elevate to the next highest level above the Contracting Officer, take action as otherwise directed by the Head of the Contracting Activity (HAC), or contact your local Cost and Price Division.

h. Does the Guidance apply to small businesses?

Yes, the requirement to comply with this Guidance applies equally to covered contractors regardless of whether they are a small business. Reference the OMB issued guidance FAQs for specific information; [https://www.saferfederalworkforce.gov/downloads/Draft contractor guidance doc 20210922.pdf](https://www.saferfederalworkforce.gov/downloads/Draft%20contractor%20guidance%20doc%2020210922.pdf).

i. The contractor has stated that their state does not require companies (contractors) to mandate their employees receive the vaccine; how does that affect a DLA-issued contract?

The requirements in the clause are promulgated pursuant to Federal law and supersede any contrary State or local law or ordinance. Additionally, nothing in this Guidance shall excuse noncompliance with any applicable State law or municipal ordinance establishing more protective workplace safety protocols than those established under Safer Federal Workforce Task Force COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors: [https://www.saferfederalworkforce.gov/downloads/Draft%20contractor%20guidance%20doc 20210922.pdf](https://www.saferfederalworkforce.gov/downloads/Draft%20contractor%20guidance%20doc%2020210922.pdf)

## 2. PRE-AWARD FAQs

a. How do I determine when to add the clause, 252.223-7999?

Review the above flow charts, being certain to pre-determine if your requirement is for either a supply, a service, or a combination of a supply and service.

b. In a solicited requirement, the contractor's response indicates they will not conform to the clause, 252.223-7999; what should I do?

First, call or email the contractor, requesting a reason(s) as to why they will not agree to the clause. You may choose to state to the contractor that DLA's focus is on the safety of the Government workforce and our contractors. Sample questions: Please be so kind as to advise why your company will not agree to DFARS clause 252.223-7999, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors? Is there anything preventing your company from agreeing to DFARS clause, 252.223-7999, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors? If so, can you elaborate? You state that your company will not agree to DFARS clause 252.223-7999, Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors, because, although there is a plan to have all employees vaccinated, the plan will not be fully executed by the deadline outlined in the Safer Federal Workforce Task Force Guidance; can you tell me the date when your company will be compliant?

Contractor responses, or failures to respond, shall be elevated to one level above the Contracting Officer, or as otherwise directed by the Head of the Contracting Activity (HCA) for resolution.

We do not want to impede DLA's ability to meet its mission in any way. Each case of a contractor refusing to accept the requirement will be assessed on its own circumstances. As a possible alternate solution until the contractor agrees, DoD Force Health Protection (FHP) Guidance Supplement 23 would cover contractors entering government buildings. This establishes requirements for entry to DoD buildings and provides guidance to contractors to provide either proof of vaccination or proof of negative COVID Test.

- c. In a solicited requirement, the contractor is asking if the clause flows down to subcontractors.

The requirements in the clause apply to subcontractors at all tiers, except for subcontracts solely for the provision of products. The prime contractor must flow the clause down to first-tier subcontractors; higher-tier subcontractors must flow the clause down to the next lower-tier subcontractor, to the point at which subcontract requirements are solely for the provision of products.

- d. Do the workplace safety protocols apply to contracts or covered contractor employees who perform work outside the United States?

No. The workplace safety protocols in the Guidance do not apply to contracts for work or covered contractor employees who only perform work outside the United States or its outlying areas, as those terms are defined in section 2.101 of the FAR.

- e. What if a contractor(s) requests an equitable adjustment because of this clause?

Contracting officers must negotiate equitable adjustments on a case-by-case basis. Contracting Officers should request from the contractor a cost breakdown of the expenses to be incurred as a result of the modification, award, delivery or task order. If you are not familiar in performing a price analysis of these expenses, elevate to the next highest level above the Contracting Officer, act as otherwise directed by the Head of the Contracting Activity (HCA), or contact your local Cost and Price Division.

**3. CONTRACTS HAVING BEEN AWARDED PRIOR TO OCTOBER 15, 2021 FAQs**

- a. I have a contract that was awarded prior to October 15, 2021, how do I determine if the clause is applicable and if there is a deadline for adding the clause?

For a service contract, reference page 2 of this document. For a supply contract, or a supply & service combination contract, reference page 4 of this document.
- b. As the issuing Contracting Officer, I know my contractor will agree to sign the modification; may I choose to create a unilateral mod?

Yes. If you are certain the contractor will not disagree with adding the clause, a unilateral modification is acceptable.
- c. What do I do if the contractor will not sign the bilateral modification?

First, call or email the contractor, requesting a reason(s) as to why they will not sign. You may choose to state to the contractor that, DLA’s focus is on the safety of the Government workforce and our contractors. Question examples: Please be so kind as to advise why your company will not sign the modification? Is there anything preventing your company from signing the modification? If so, can you elaborate? You state that your company will not sign the modification because, although there is a plan to have all employees vaccinated, the plan will not be fully executed by the deadline outlined in the Safer Federal Workforce Task Force Guidance; can you tell me the date when your company will be compliant? Contractor responses, or failures to respond, shall be elevated to one level above the Contracting Officer, or as otherwise directed by the Head of the Contracting Activity (HCA) for resolution.

We do not want to impede DLA’s ability to meet its mission in any way. Each case of a contractor refusing to accept the requirement will be assessed on its own circumstances. As a possible alternate solution until the contractor agrees, DoD Force Health Protection (FHP) Guidance Supplement 23 would cover contractors entering government buildings. This establishes requirements for entry to DoD buildings and provides guidance to contractors to provide either proof of vaccination or proof of negative COVID Test.
- d. What if I have a supply contract where DLA is adding via a modification, task or delivery order for a “service” requirement; is the clause required?

DLA’s intent is to protect DoD personnel in DoD workplaces and other locations where DoD personnel work as much as possible. The Contracting Officer will need to review the Statement of Work or alternate document that describes the ‘service’ being added. Does the service(s) being provided require the contractor employees to have limited or no interaction with personnel at workplace locations under a covered contract? Limited interaction could be a FEDEX delivery, contractor employees working exclusively outside, contractor employees accessing a remote utilizing closet. If the contractor will have limited or no interaction, the clause is not required. If however the contractor



employees will have extended interaction with government personnel at workplace locations (including non-government locations) under a covered contract, the clause is required.

- e. What if I have an indefinite-delivery, indefinite-quantity 'supply' contract that will have delivery orders issued after October 15, 2021 or resulting from a solicitation issued before October 15, 2021?

If the contract is coded in FPDS-NG and EProcurement as a 'supply' contract and any resulting delivery orders will be exclusively for supplies, the clause/deviation is not applicable.

- f. What if I have an indefinite-delivery, indefinite-quantity 'supply' contract that will have delivery orders issued after October 15, 2021; however, the orders will be issued for a service. Is the clause required?

DLA's intent is to protect DoD personnel in DoD workplaces and other locations where DoD personnel work as much as possible. The Contracting Officer will need to review the Statement of Work or alternate document that describes the 'service' being added. Does the service(s) being provided require the contractor employees to have limited or no interaction with personnel at workplace locations under a covered contract? Limited interaction could be a FEDEX delivery, contractor employees working exclusively outside, contractor employees accessing a remote utilizing closet. If the contractor will have limited or no interaction, the clause is not required. If however the contractor employees will have extended interaction with government personnel at workplace locations (including non-government locations) under a covered contract, the clause is required.

- g. I have a Captains of Industry contract (or alternate-type strategic acquisition) that is coded in FPDS-NG as a 'supply'; however, additional 'service' work has been added or will be added to the contract via modification (or as a delivery order). Am I required to add the clause?

DLA's intent is to protect DoD personnel in DoD workplaces and other locations where DoD personnel work as much as possible. The Contracting Officer will need to review the Statement of Work or alternate document that describes the 'service' being added. Does the service(s) being provided require the contractor employees to have limited or no interaction with personnel at workplace locations under a covered contract? Limited interaction could be a FEDEX delivery, contractor employees working exclusively outside, contractor employees accessing a remote utilizing closet. If the contractor will have limited or no interaction, the clause is not required. If however the contractor employees will have extended interaction with government personnel at workplace locations (including non-government locations) under a covered contract, the clause is required.

- h. The contractor is asking if the clause flows

down to subcontractors.

DLA's focus is on the safety of the Government workforce and our contractors. The contractor must include the requirements of the clause in all subcontracts at any tier that exceed the simplified acquisition threshold with the exception of subcontracts solely for supplies; DLA issued procurement note CXX, title, for use when 252.223-7999 applies, which states the prime contractor must flow the clause down to first-tier subcontractors, and higher-tier subcontractors must flow the clause down to the next lower-tier subcontractor, to the point at which subcontract requirements are solely for the provision of products.

- i. What if a contractor(s) requests an equitable adjustment as a result of this clause?

Contracting officers must negotiate equitable adjustments on a case-by-case basis. Request from the contractor a cost breakdown of the expenses to be incurred as a result of the modification, award, delivery or task order. If you are not familiar with a labor analysis, elevate to the next highest level above the Contracting Officer, take action as otherwise directed by the Head of the Contracting Activity (HCA), or contact your local Cost and Price Division.