52.204-27 Prohibition on a ByteDance Covered Application.

As prescribed in 4.2203 , insert the following clause:

Prohibition on a ByteDance *Covered Application* (Jun 2023)

(a) *Definitions.* As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic *acquisition*, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the *executive agency*, if the equipment is used by the *executive agency* directly or is used by a contractor under a contract with the *executive agency* that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition*. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a *covered application* on *executive agency information technology*, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a *covered application* on any *information technology* owned or managed by the Government, or on any *information technology* used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the *Contracting Officer* provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts*. The Contractor *shall* insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the *acquisition* of *commercial products* or *commercial services*.

(End of clause)

Parent topic: 52.204 [Reserved]

52.204-29 Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures.

As prescribed in 4.2306(b), insert the following provision:

Federal *Acquisition* Supply Chain Security Act Orders—Representation and Disclosures (Dec 2023)

(a) *Definitions.* As used in this provision, *Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system,* and *Source* have the meaning provided in the clause 52.204-30, Federal *Acquisition* Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any *products* or services produced or provided by a source, if the prohibition is set out in an applicable Federal *Acquisition* Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR 52.204-30, Federal *Acquisition* Supply Chain Security Act Orders—Prohibition.

(c) *Procedures*.

(1) The *Offeror shall* search for the phrase "FASCSA order" in the *System for Award Management (SAM*)(*https://www.sam.gov)* for any covered article, or any *products* or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR 52.204-30, Federal *Acquisition* Supply Chain Security Act Orders—Prohibition.

(2) The *Offeror shall* review the *solicitation* for any FASCSA orders that are not in SAM, but are effective and do apply to the *solicitation* and resultant contract (see FAR 4.2303(c)(2)).

(3) FASCSA orders issued after the date of *solicitation* do not apply unless added by an amendment to the *solicitation*.

(d) *Representation.* By submission of this *offer*, the *offeror* represents that it has conducted a reasonable inquiry, and that the *offeror* does not propose to provide or use in response to this *solicitation* any covered article, or any *products* or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the *solicitation* was issued, except as waived by the *solicitation*, or as disclosed in paragraph (e).

(e) *Disclosures.* The purpose for this disclosure is so the Government *may* decide whether to issue a waiver. For any covered article, or any *products* or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the *Offeror* is unable to represent compliance, then the *Offeror shall* provide the following information as part of the *offer*:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and *unique entity identifier* (if known), that supplied the covered article or the product or service to the *Offeror*;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures.* The *contracting officer* will review disclosures provided in paragraph (e) to determine if any waiver *may* be sought. A *contracting officer may* choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and *may* instead make an award to an *offeror* that does not require a waiver.

(End of provision)

Parent topic: 52.204 [Reserved]

52.204-30 Federal Acquisition Supply Chain Security Act Orders—Prohibition.

As prescribed in 4.2306(c), insert the following clause:

Federal *Acquisition* Supply Chain Security Act Orders—Prohibition (Dec 2023)

(a) *Definitions.* As used in this clause—

Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) *Information technology*, as defined in 40 U.S.C. 11101, including cloud computing services of all types;

(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);

(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or

(4) Hardware, systems, devices, software, or services that include embedded or incidental *information technology*.

FASCSA order means any of the following orders issued under the Federal *Acquisition* Supply Chain Security Act (FASCSA) requiring the removal of covered articles from *executive agency* information systems or the exclusion of one or more named *sources* or named covered articles from *executive agency procurement* actions, as described in 41 CFR 201–1.303(d) and (e):

(1) The Secretary of Homeland Security *may* issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of *FASCSA order may* be referred to as a Department of Homeland Security (DHS) *FASCSA order*.

(2) The Secretary of Defense *may* issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than *sensitive compartmented information systems*. This type of *FASCSA order may* be referred to as a DoD *FASCSA order*.

(3) The Director of National Intelligence (DNI) *may* issue FASCSA orders applicable to the intelligence community and *sensitive compartmented information systems*, to the extent not covered by paragraph (2) of this definition. This type of *FASCSA order may* be referred to as a DNI *FASCSA order*.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—

(1) The Office of the Director of National Intelligence;

(2) The Central Intelligence Agency;

(3) The National Security Agency;

(4) The Defense Intelligence Agency;

(5) The National Geospatial-Intelligence Agency;

(6) The National Reconnaissance Office;

(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;

(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;

(9) The Bureau of Intelligence and Research of the Department of State;

(10) The Office of Intelligence and Analysis of the Department of the Treasury;

(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or

(12) Such other elements of any department or agency as *may* be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.

National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or

(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of *national defense* or foreign policy.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any *products* or services produced or provided by a *source*. This applies when the covered article or the *source* is subject to an applicable *FASCSA order*. A *reasonable inquiry* excludes the need to include an internal or third-party audit.

Sensitive compartmented information means *classified information* concerning or derived from intelligence *sources*, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.

Sensitive compartmented information system means a national security system authorized to process or store *sensitive compartmented information*.

Source means a non-Federal supplier, or potential supplier, of *products* or services, at any tier.

(b) *Prohibition.*

(1) Unless an applicable waiver has been issued by the issuing official, Contractors *shall* not provide or use as part of the performance of the contract any covered article, or any *products* or services produced or provided by a *source*, if the covered article or the *source* is prohibited by an applicable FASCSA orders as follows:

(i) For *solicitations* and contracts awarded by a Department of Defense *contracting office*, DoD FASCSA orders apply.

(ii) For all other *solicitations* and contracts DHS FASCSA orders apply.

(2) The Contractor *shall* search for the phrase "*FASCSA order*" in the *System for Award Management (SAM*) at https://www.sam.gov to locate applicable FASCSA orders identified in paragraph (b)(1).

(3) The Government *may* identify in the *solicitation* additional FASCSA orders that are not in SAM, which are effective and apply to the *solicitation* and resultant contract.

(4) A *FASCSA order* issued after the date of *solicitation* applies to this contract only if added by an amendment to the *solicitation* or modification to the contract (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)

(i) If the contractor wishes to ask for a waiver of the requirements of a new *FASCSA order* being applied through modification, then the Contractor *shall* disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or *source* subject to a *FASCSA order*;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and *unique entity identifier* (if known), that supplied or *supplies* the covered article or the product or service to the *Offeror*;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The *contracting officer* will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A *contracting officer may* choose not to pursue a waiver for covered articles or *sources* otherwise covered by a *FASCSA order* and to instead pursue other appropriate action.

(c) *Notice and reporting requirement.*

(1) During contract performance, the Contractor *shall* review *SAM.gov* at least once every three months, or as advised by the *Contracting Officer*, to check for covered articles subject to *FASCSA order*(s), or for *products* or services produced by a *source* subject to *FASCSA order*(s) not currently identified under paragraph (b) of this clause.

(2) If the Contractor identifies a new *FASCSA order*(s) that could impact their supply chain, then the Contractor *shall* conduct a *reasonable inquiry* to identify whether a covered article or product or service produced or provided by a *source* subject to the *FASCSA order*(s) was provided to the Government or used during contract performance.

(3)

(i) The Contractor *shall* submit a report to the *contracting office* as identified in paragraph (c)(3)(ii) of this clause, if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a *source* was provided to the Government or used during contract performance and is subject to a *FASCSA order*(s) identified in paragraph (b) of this clause, or a new *FASCSA order* identified in paragraph (c)(2) of this clause. For indefinite delivery contracts, the Contractor *shall* report to both the *contracting office* for the indefinite delivery contract and the *contracting office* for any affected order.

(ii) If a report is required to be submitted to a *contracting office* under (c)(3)(i) of this clause, the Contractor *shall* submit the report as follows:

(A) If a Department of Defense *contracting office*, the Contractor *shall* report to the website at *https://dibnet.dod.mil*.

(B) For all other *contracting offices*, the Contractor *shall* report to the *Contracting Officer*.

(4) The Contractor *shall* report the following information for each covered article or each product or service produced or provided by a *source*, where the covered article or *source* is subject to a *FASCSA order*, pursuant to paragraph (c)(3)(i) of this clause:

(i) Within 3 business days from the date of such identification or notification:

(A) Contract number;

(B) Order number(s), if applicable;

(C) Name of the product or service provided to the Government or used during performance of the contract;

(D) Name of the covered article or *source* subject to a *FASCSA order*;

(E) If applicable, name of the vendor, including the Commercial and Government Entity code and *unique entity identifier* (if known), that supplied the covered article or the product or service to the Contractor;

(F) Brand;

(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(H) Item description; and

(I) Any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:

(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor *shall* describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a *source* subject to an applicable *FASCSA order*, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a *source* that is subject to an applicable *FASCSA order*.

(d) *Removal*. For Federal Supply Schedules, Governmentwide *acquisition* contracts, multi-agency contracts or any other *procurement* instrument intended for use by multiple agencies, upon notification from the *Contracting Officer*, during the performance of the contract, the Contractor *shall* promptly make any necessary changes or modifications to remove any product or service produced or provided by a *source* that is subject to an applicable *FASCSA order*.

(e) *Subcontracts*.

(1) The Contractor *shall* insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the *acquisition* of *commercial products* and *commercial services*.

(2) The Government *may* identify in the *solicitation* additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor *shall* notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the *solicitation* that are not in SAM apply to the contract and all subcontracts.

(End of clause)

Alternate I (Dec 2023). As prescribed in 4.2306(c), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic clause:

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any *products* or services produced or provided by a *source*, if the covered article or the *source* is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]

Yes □ No □ DHS *FASCSA Order*

Yes □ No □ DoD *FASCSA Order*

Yes □ No □ DNI *FASCSA Order*

Alternate II (Dec 2023). As prescribed in 4.2306(c)(2)(ii), substitute the following paragraph (b) in place of paragraph (b) of the basic clause. This clause applies to each order as identified by the *Contracting Officer*.

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any *products* or services produced or provided by a *source*, if the covered article or the *source* is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]

Yes □ No □ DHS *FASCSA order*

Yes □ No □ DoD *FASCSA order*

Yes □ No □ DNI *FASCSA order*

(2) The Contractor *shall* search for the phrase "*FASCSA order*" in the *System for Award Management (SAM*) at *https://www.sam.gov* to locate applicable FASCSA orders identified in paragraph (b)(1) of this clause.

(3) The Government *may* identify in the request for quotation (RFQ) or in the notice of intent to place an order additional FASCSA orders that are not in SAM, but are effective and apply to the order.

(4) A *FASCSA order* issued after the date of the RFQ or the notice of intent to place an order applies to this contract only if added by an amendment to the RFQ or in the notice of intent to place an order or added by modification to the order (see FAR 4.2304(c)). However, see paragraph (c) of this clause.

(5)(i) If the contractor wishes to ask for a waiver, the Contractor *shall* disclose the following:

(A) Name of the product or service provided to the Government;

(B) Name of the covered article or *source* subject to a *FASCSA order*;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and *unique entity identifier* (if known), that supplied the covered article or the product or service to the *Offeror*;

(D) Brand;

(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(F) Item description;

(G) Reason why the applicable covered article or the product or service is being provided or used;

(ii) *Executive agency review of disclosures.* The *contracting officer* will review disclosures provided in paragraph (b)(5)(i) of this clause to determine if any waiver *may* be sought. A *contracting officer may* choose not to pursue a waiver for covered articles or *sources* otherwise covered by a *FASCSA order* and *may* instead make award to an *offeror* that does not require a waiver.

Parent topic: 52.204 [Reserved]

52.222-90 Addressing DEI Discrimination by Federal Contractors.

As prescribed in 22.2203, insert the following clause:

ADDRESSING DEI DISCRIMINATION BY FEDERAL CONTRACTORS (DEVIATION DATE)

(a) Definitions. As used in this clause—

Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.

Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (e.g., vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is

252.225-7013 Duty-Free Entry.

As prescribed in 225.1101 (4), use the following clause:

Duty-Free Entry (AUG 2025)

(a) *Definitions.*As used in this clause—

"Component," means any item supplied to the Government as part of an end product or of another component.

"Customs territory of the United States" means the 50 States, the District of Columbia, and Puerto Rico.

"Eligible product" means—

(1) "Designated country end product," as defined in the Trade Agreements (either basic or alternate) clause of this contract;

(2) *Free Trade Agreement country end product,* other than a Bahraini *end product,* a *Moroccan end product,* a *Panamanian end product,* or a *Peruvian end product,* as defined in the Buy American—Free Trade Agreements—Balance of Payments Program (either basic or alternate II) clause of this contract; or

(3) *Free Trade Agreement country end product* other than a Bahraini *end product, Korean end product, Moroccan end product, Panamanian end product,* or *Peruvian end product,* as defined in the Buy American—Free Trade Agreements—Balance of Payments Program (either alternate IV or alternate V) clause of this contract.

"Qualifying country" and "qualifying country end product" have the meanings given in the Trade Agreements clause, the Buy American and Balance of Payments Program clause, or the Buy American—Free Trade Agreements—Balance of Payments Program clause of this contract, basic or alternate.

(b) Except as provided in paragraph (i) of this clause, or unless supplies were imported into the customs territory of the United States before the date of this contract or the applicable subcontract, the price of this contract shall not include any amount for duty on—

(1) End items that are eligible products or qualifying country end products;

(2) Components (including, without limitation, raw materials and intermediate assemblies) produced or made in qualifying countries, that are to be incorporated in U.S.- made end products to be delivered under this contract; or

(3) Other supplies for which the Contractor estimates that duty will exceed $300 per shipment into the customs territory of the United States.

(c) The Contractor shall—

(1) Claim duty-free entry only for supplies that the Contractor intends to deliver to the Government under this contract, either as end items or components of end items; and

(2) Pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use, other than—

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer.

(d) Except as the Contractor may otherwise agree, the Government will execute duty-free entry certificates and will afford such assistance as appropriate to obtain the duty-free entry of supplies—

(1) For which no duty is included in the contract price in accordance with paragraph (b) of this clause; and

(2) For which shipping documents bear the notation specified in paragraph (e) of this clause.

(e) For foreign supplies for which the Government will issue duty-free entry certificates in accordance with this clause, shipping documents submitted to Customs shall—

(1) Consign the shipments to the appropriate—

(i) Military department in care of the Contractor, including the Contractor's delivery address; or

(ii) Military installation; and

(2) Include the following information:

(i) Prime contract number and, if applicable, delivery order number.

(ii) Number of the subcontract for foreign supplies, if applicable.

(iii) Identification of the carrier.

(iv)(A) For direct shipments to a U.S. military installation, the notation: “UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify Defense Contract Management Agency (DCMA) St. Louis, St. Louis, MO, ATTN: Duty Free Entry Team, 1222 Spruce Street, Room 9.300, St. Louis, MO 63103-2812, for execution of Customs Form 7501, 7501A, or 7506 and any required duty-free entry certificates.”

(B) If the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to include the name and address of the contractor, agent, or broker who will notify DCMA St. Louis, Duty Free Entry Team, for execution of the duty-free entry certificate. (If the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required due to a trade

agreement, the Contractor shall claim duty-free entry under the applicable trade agreement and shall comply with the U.S. Customs Service requirements. No notification to DCMA St. Louis, Duty Free Entry Team, is required.)

(v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight).

(vi) Estimated value in U.S. dollars.

(vii) Activity address number of the contract administration office administering the prime contract, e.g., for DCMA Dayton, S3605A.

(f) *Preparation of customs forms.*

(1)(i) Except for shipments consigned to a military installation, the Contractor shall—

(A) Prepare any customs forms required for the entry of foreign supplies into the customs territory of the United States in connection with this contract; and

(B) Submit the completed customs forms to the District Director of Customs, with a copy to DCMA St. Louis, Duty Free Entry Team for execution of any required duty-free entry certificates.

(ii) Shipments consigned directly to a military installation will be released in accordance with sections 10.101 and 10.102 of the U.S. Customs regulations.

(2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.

(g) The Contractor shall—

(1) Prepare (if the Contractor is a foreign supplier), or shall instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;

(2) Consign the shipment as specified in paragraph (e) of this clause; and

(3) Mark on the exterior of all packages—

(i) “UNITED STATES GOVERNMENT, DEPARTMENT OF DEFENSE”; and

(ii) The activity address number of the contract administration office administering the prime contract.

(h) The Contractor shall notify the Administrative Contracting Officer (ACO) in writing of any purchase of eligible products or qualifying country supplies to be accorded duty-free entry, that are to be imported into the customs territory of the United States for delivery to the Government or for

incorporation in end items to be delivered to the Government. The Contractor shall furnish the notice to the ACO immediately upon award to the supplier and shall include in the notice—

(1) The Contractor's name, address, and Commercial and Government Entity (CAGE) code;

(2) Prime contract number and, if applicable, delivery order number;

(3) Total dollar value of the prime contract or delivery order;

(4) Date of the last scheduled delivery under the prime contract or delivery order;

(5) Foreign supplier's name and address;

(6) Number of the subcontract for foreign supplies;

(7) Total dollar value of the subcontract for foreign supplies;

(8) Date of the last scheduled delivery under the subcontract for foreign supplies;

(9) List of items purchased;

(10) An agreement that the Contractor will pay duty on supplies, or any portion thereof, that are diverted to nongovernmental use other than—

(i) Scrap or salvage; or

(ii) Competitive sale made, directed, or authorized by the Contracting Officer;

(11) Country of origin; and

(12) Scheduled delivery date(s).

(i) This clause does not apply to purchases of eligible products or qualifying country supplies in connection with this contract if—

(1) The supplies are identical in nature to supplies purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) It is not economical or feasible to account for such supplies so as to ensure that the amount of the supplies for which duty-free entry is claimed does not exceed the amount purchased in connection with this contract.

(j) The Contractor shall—

(1) Insert the substance of this clause, including this paragraph (j), in all subcontracts for—

(i) Qualifying country components; or

(ii) Nonqualifying country components for which the Contractor estimates that duty will exceed $200 per unit;

(2) Require subcontractors to include the number of this contract on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause; and

(3) Include in applicable subcontracts—

(i) The name and address of the ACO for this contract;

(ii) The name, address, and activity address number of the contract administration office specified in this contract; and

(iii) The information required by paragraphs (h)(1), (2), and (3) of this clause.

(End of clause)

Parent topic: 252.225 RESERVED

252.225-7059 Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region–Representation.

As prescribed in 225.7022-5(a), use the following provision:

PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION–REPRESENTATION (JUN 2023)

(a) *Definitions*. “Forced labor” and “XUAR”, as used in this provision, have the meaning given in the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(b) *Prohibition*. DoD may not knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR as part of any forced labor programs, as specified in paragraph (b) of the 252.225-7060, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region, clause of this solicitation.

(c) *Representation*. By submission of its offer, the Offeror represents that it has made a good faith effort to determine that forced labor from XUAR will not be used in the performance of a contract resulting from this solicitation.

(End of provision)

Parent topic: 252.225 RESERVED

52.223-10 Waste Reduction Program. (DEVIATION 2025-O0004)
As prescribed in 23.406(c), insert the following clause:

WASTE REDUCTION PROGRAM (MAR 2025) (DEVIATION 2025-O0004)

(a) *Definitions.* As used in this clause—

Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, *et seq.*) and implementing regulations (40 CFR part 247).

(End of clause)

* * * * *

52.223-23 Sustainable Products and Services. (DEVIATION 2025-O0004)
As prescribed in 23.109(a), insert the following clause:

SUSTAINABLE PRODUCTS AND SERVICES (MAR 2025) (DEVIATION 2025-O0004)

(a) *Definitions.* As used in this clause—

Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR 3201.2).

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process. (42 U.S.C. 6903).

Sustainable products and services means:

(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (*https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products*).

(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (*https://www.energy.gov/eere/femp/search-energy-efficient-products* and *https://www.energystar.gov/products?s=mega*).

(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 3201) (*https://www.biopreferred.gov*).

(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (*https://www.epa.gov/snap*).

(b) *Requirements.*

(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the statement of work or elsewhere in the contract.

(2) The Contractor shall ensure that the sustainable products and services required by this contract are—

(i) Delivered to the Government;

(ii) Furnished for use by the Government;

(iii) Incorporated into the construction of a public building or public work; and

(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.

(3) [Reserved]

(c) *Resource.* The Green Procurement Compilation (GPC) available at *https://sftool.gov/greenprocurement* provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.

(End of clause)