

**Department of Defense**

**252.225-7032**

(End of clause)

which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

[63 FR 43889, Aug. 17, 1998]

(End of clause)

**252.225-7030 Restriction on acquisition of carbon, alloy, and armor steel plate.**

[57 FR 29041, June 30, 1992, as amended at 59 FR 27675, May 27, 1994]

As prescribed in 225.7017-4, use the following clause:

**252.225-7032 Waiver of United Kingdom levies.**

RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (OCT 1992)

As prescribed in 225.873-3, use the following clause:

The Contractor agrees that all carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications, furnished as a deliverable under this contract, or purchased by the contractor as a raw material, for use in a Government-owned facility or a facility under the control of the Department of Defense, shall be melted and rolled in the United States or Canada.

WAIVER OF UNITED KINGDOM LEVIES (OCT 1992)

(End of clause)

(a) Offered prices for contracts and subcontracts with United Kingdom (U.K.) firms may contain commercial exploitation levies assessed by the Government of the U.K. The Offeror shall identify to the Contracting Officer all levies included in the offered price by describing—

[57 FR 53601, Nov. 12, 1992]

**252.225-7031 Secondary Arab boycott of Israel.**

- (1) The name of the U.K. firm;
- (2) The item to which the levy applies and quantity; and
- (3) The amount of levy plus any associated indirect costs and profit or fee.

As prescribed in 225.770-5, use the following clause:

(b) If, after award of the prime contract, the Contractor contemplates award of a subcontract over \$1 million to a U.K. firm, the Contractor shall identify any levy before award of the subcontract and shall provide the following information to the Contracting Officer—

SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) *Definitions.*

As used in this clause—

*Foreign person* means any person other than a United States person as defined in section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

*United States person* is defined in section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries,

- (1) Name of the U.K. firm;
- (2) Prime contract number;
- (3) Description of item to which levy applies;
- (4) Quantity being acquired; and
- (5) Amount of levy plus any associated indirect costs and profit or fee.

(c) The Offeror/Contractor should obtain assistance in identifying the levy from the U.K. firm. In the event of difficulty, the Offeror/Contractor may seek advice through Director of Procurement, United Kingdom Defence Procurement Office, British Embassy, 3100 Massachusetts Avenue, NW, Washington, DC 20006.

(d) The U.S. Government may attempt to obtain a waiver of levies pursuant to the U.S./U.K. reciprocal waiver agreement of July 1987.

(1) Where levies are waived before contract award, the offer will be evaluated without the levy.

(2) Where levies are identified but not waived before contract award, the offer will be evaluated inclusive of the levies.

(3) Where a waiver of the levy is obtained after award, the U.S. Government reserves the right to reduce the contract price by the amount of the levy waived plus associated indirect costs, profit or fee.

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(e) The Contractor agrees to insert the substance of this clause, including this paragraph (e), in any subcontract for supplies where a lower tier subcontract over \$1 million with a U.K. firm is anticipated.

(End of clause)

[57 FR 53602, Nov. 12, 1992]

**252.225-7033 Restriction on acquisition of four ton dolly jacks.**

As prescribed in 225.7018-3, use the following clause:

**RESTRICTION ON ACQUISITION OF FOUR TON DOLLY JACKS (APR 1993)**

Four ton dolly jacks delivered under this contract shall be manufactured in the United States unless a waiver is granted in accordance with subsection 225.7018-2 of the Defense Federal Acquisition Regulation Supplement.

(End of clause)

[58 FR 28474, May 13, 1993]

**252.225-7034 [Reserved]**

**252.225-7035 Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program Certificate.**

As prescribed in 225.1101(12), use the following provision:

**BUY AMERICAN ACT—NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998)**

(a) *Definitions.* Domestic end product, foreign end product, NAFTA country end product, and qualifying country end product have the meanings given in the Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications.* (1) The offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

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(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(insert line item number)

(insert country of origin)

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin)

(iii) The following supplies are other foreign end products:

(insert line item number)

(insert country of origin)

(End of provision)

*Alternate I* (MAR 1998). As prescribed in 225.1101(12)(ii), substitute the phrase “Canadian end product” for the phrase “NAFTA country end product” in paragraph (a); and substitute the phrase “Canadian end products” for the phrase “NAFTA country end products” in paragraphs (b) and (c)(2)(ii) of the basic clause.

[63 FR 11546, Mar. 9, 1998, as amended at 65 FR 19858, Apr. 13, 2000]

**252.225-7036 Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program.**

As prescribed in 225.1101(13), use the following clause:

**BUY AMERICAN ACT—NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT—BALANCE OF PAYMENTS PROGRAM (MAR 1998)**

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

(1) *Components* means those articles, materials, and supplies directly incorporated into end products.

(2) *Domestic end product* means—

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying