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Document Coversheet

Document Description

Contract N68936-05-F-0387

- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
- Exemption (b)(6) Information excised is Personal information which if disclosed would result in an unwarranted invasion of personal privacy.
- Exemption (b)(7) Information excised is investigatory records or information compiled for law enforcement purposes.
- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 14

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. GS-35F-4076D	2. DELIVERY ORDER/ CALL NO. N68936-05-F-0387	3. DATE OF ORDER/CALL (YYYYMMDD) 2005 Sep 27	4. REQ./ PURCH. REQUEST NO. 0010142404	5. PRIORITY
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6. ISSUED BY CDR NAWCWD CODE 230000E ATTN: J. BABCOCK (805) 989-1995 575 1 st AVE SUITE 1, BLDG 65 POINT MUGU CA 93042-5049	CODE N68936	7. ADMINISTERED BY (if other than 6) CODE	SEE ITEM 6	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR NAME AND ADDRESS DELL MARKETING LP BRANDY GUEST ONE DELL WAY ROUND ROCK TX 78682-2000	CODE 3DMD3	FACILITY	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
			12. DISCOUNT TERMS Net 30 Days	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See section G, invoice				

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY CODE N68688 DFAS - CLEVELAND CENTER & OPOCS SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE		Reference your quote dated Furnish the following on terms specified herein. REF:

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. 24. UNITED STATES OF AMERICA TEL: (805) 989-8514 EMAIL: eva.woloszynski@navy.mil BY: EVA M. WOLOSZYNSKI	 CONTRACTING / ORDERING OFFICER	25. TOTAL \$84,499.40 26. DIFFERENCES
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27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I certify this account is correct and proper for payment.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			35. BILL OF LADING NO.

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and points of contact are provided:

VENDORS INFORMATION:

DELL MARKETING LP GS-35F-4076D EXPIRE: 3/2007

POC: Amber Bailey/ Greg

Phone: 800-694-3355

e-mail: amber_bailey@dell.com

QUOTATION #244249988

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official "P0000" number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any "P0000" numbers.

To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	COMPUTERS Dell Presicision 470 (221-4433) see C.35 for description	35	Each	\$1,834.84	\$1,834.84
	FOB: Destination PURCHASE REQUEST NUMBER: 0010142404				
	CIN: 001014240400001		ACRN AA	FUNDED AMOUNT	\$64,219.40

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	STATE ENVIRONMENTAL FEE	1	Each	\$280.00	\$280.00
	FOB: Destination PURCHASE REQUEST NUMBER: 0010142404				
	CIN: 001014240400002		ACRN AA	FUNDED AMOUNT	\$280.00

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C.35 DESCRIPTION

Base Unit:	Dell Precision 470 Desktop 2.80GHz XEON Processor w/ 1MB L2 Cache, 800FSB (221-4433)
Memory:	1GB, DDR2 ECC SDRAM Memory, 400MHz, 2X512, Dell Precision 470/670 Factory Install (310-4985)
Keyboard:	Entry Level, USB, No Hot Keys, Dell (320-3811)
Monitor:	Dell UltraSharp 1905FP Flat Panel with Height Adjustable Stand, 19.0 Inch VIS, OptiPlex Precision and Latitude (320-4109)
Video Card:	ATI FireGL V3100, 128MB, dual VGA or single DVI/VGA, GraphicCard, Dell Precision 470/670 (320-3958)
Hard Drive:	80GB Serial ATA 7200RPM Hard Drive with DataBurst Cache, NON-RAID, Precision 470/670 (341-1138)
Hard Drive Controller:	All SATA Hard Drives, Non-RAID for 1 Hard Drive, Precision 470 (341-1189)
Floppy Disk Drive:	3.5inch, 1.44MB, Floppy Drive Dell Precision 370/470/670 Factory Install (341-0497)
Operating System:	Windows 2000 Professional ServicePack 4 w/Windows XP Professional License, English Precision, Factory Instal (420-4912)
Mouse:	Dell USB 2-Button Optical Mouse with Scroll for Precision Workstations (310-4165)
CD-ROM or DVD-ROM Drive:	16XDVD+/-RW w/Sonic Digital Media plus CyberLink PowerDVD Dell Precision 470/670 (313-3379)
Speakers:	Internal Chassis Speaker, Dell Precision 370DT/470 (313-2666)
Documentation Diskette:	Resource CD contains Diagnostics and Drivers for Dell Precision Systems Factory Tied (310-5419)
Factory Installed Software:	Open Manage Client Instrumentation 7.1, Dell Precision, Factory Install (420-3904)
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Initial Year (960-5030)
Service:	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, 2YR Extended (960-0562)
Dirline:	GTS, Personal Systems, Technical Support Letter (461-3749)
Dirline:	Gold Technical Support Service Precision, 3 Years, 1-866-876-3355 (DELL) (902-4902)
Installation:	Standard On-Site Installation Declined (900-9987)
Service One:	Dell Federal KYHD Service (980-3067)
Misc:	NTFS File System, Factory Install (420-3699)
Misc:	Quick Reference Set-up Guide Dell Precision 470/670 Factory Install (310-5420)
	Energy Star Labeling for Dell Precision Workstation (310-4821)

	In accordance w/ GSA contract GS-35F-4076D,Acceptance occursday after delivery. Acceptancedocuments are not require (460-5909)
	GSA Contract #GS-35F-4076D (460-9900)

SALES REP:	Amber Bailey	PHONE:	1800-694-3355
Email Address:	amber_bailey@dell.com	Phone Ext:	72-47753

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

5252.247-9503 Marking Of Warranted Items

MAR 1999

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9517 PACKAGING REQUIREMENTS FOR SHIPMENTS CONTAINING NON-MANUFACTURED WOOD PACKING MATERIALS (FEB 2002)

All non-manufactured, wooden pallets, reels, or containers shipped or used for shipment under this contract shall be heat treated and marked in accordance with the American Lumber Standards Committee, Incorporated Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations, both dated 30 May 2001.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

252.246-7000	Material Inspection And Receiving Report	MAR 2003
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CLAUSES INCORPORATED BY FULL TEXT

E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION) (APR 2002)

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	31-OCT-2005	35	POINT MUGU FOB: Destination
0002	31-OCT-2005	1	POINT MUGU FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-TXT-08 SHIPPING INSTRUCTIONS (POINT MUGU) (MAR 2003)
SHIP TO: NAVAL BASE VENTURA COUNTY (NBVC)
Receiving Officer, Code N41VW/BLDG 65
N68936-05-F-0387 NAVY'S POC: CHUCK LEFEVER 805-989-5801
Point Mugu, CA 93042-5033

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

RECEIVING DOCK HOURS are from 0800 TO 1530, MONDAY THROUGH THURSDAY EXCLUDING HOLIDAYS WHEN THE RECEIVING DOCK WILL BE CLOSED.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 252 77777 0 054219 2F 000000
COST CODE: 011295620030
AMOUNT: \$64,499.40
CIN 001014240400001: \$64,219.40
CIN 001014240400002: \$280.00

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

G-TXT-10 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) (JUN 2005)

(a) Invoices under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <http://www.wawftraining.com/>. Additional support can be accessed by calling the NAVY WAWF Assistance Line: 800-559-WAWF (9293).

(2) A separate invoice will be prepared [after delivery in accordance with Section F date].

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are acceptable.

(b) The following information regarding [Naval Air Warfare Center Weapons Division] is provided for completion of the invoice in WAWF:

WAWF Invoice Type:	Combo/ supplies)
Issuing Office DODAAC	N68936
Admin Office DODAAC:	N68936
Inspector DODAAC (if applicable):	N68936
Acceptor DODAAC (if applicable):	N68936
Local Processing Office DODAAC:	N68936
Paying Office DODAAC:	N68688

(c) The contractor shall submit invoices for payment per contract terms.

(d) The Government shall process invoices for payment per contract terms.

(e) For Navy accounting purposes only:

Code 413210E, Name CHUCK LEFEVER

Phone: 805-989-5801

(f) Questions regarding invoices should be referred to (805) 989-3969

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

5252.246-9535 Warranty

APR 1990

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.246-1	Contractor Inspection Requirements	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.211-7003	Item Identification and Valuation	APR 2005
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023 Alt III	Transportation of Supplies by Sea (May 2002) Alternate III	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) The Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(c) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, or containers of class I or class II ozone-depleting substances, as follows: "WARNING: Contains (or manufactured with, if applicable) _____*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

*The Contractor shall insert the name of the substance(s).

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.farsite.hill.af.mil/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2001) (DEVIATION)

In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (DEVIATION) clause of this contract [FAR 52.212-5], the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014	Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
252.247-7023	Transportation of Supplies by Sea (10 U.S.C. 2631).
252.247-7024	Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).