

US DEPARTMENT OF ENERGY
ELECTRONIC COMMERCE PROCEDURES, TERMS AND CONDITIONS

Version 1.0

May 1, 1998

PROCEDURES

What follows prescribes the general procedures and policies to be followed when Electronic Data Interchange (EDI) is used for transmitting requests for quote, quotations, purchase orders, or other business information in lieu of creating one or more paper documents normally associated with conducting business with the Government. See the Terms and Conditions section below for a list of the standard FAR (Federal Acquisition Regulation) and DEAR (Department of Energy Acquisition Regulation) clauses and provisions mandated to be included in Government contracting actions. The Terms and Conditions together with any clauses specified in the specific contract transaction, provide all the terms and conditions of any electronic contractual document issued through this system. Each time a prospective Contractor accepts (including by performance) a contractual document issued through the system, the prospective Contractor is agreeing to be bound by the procedures, terms, and conditions delineated in this document, in addition to those specified in the electronic contractual document itself. The procedures delineated herein may be changed. Public notice of changes will be made through all participating Value Added Networks (VANs). Therefore it is imperative that you, the prospective Contractor, know what you are agreeing to and read this file prior to registering and continue to review it. This agreement ensures that all obligations made through EDI transactions are legally binding.

For the purposes of this document, the term Government shall refer to any of the procurement activities doing business as the U. S. Department of Energy. See attachment 1 for a list of the DOE sites which are currently using DOE's electronic commerce system.

For the purposes of this document, the term Contractor shall refer to any legal business entity doing business or desiring to do business with the U. S. Department of Energy.

1. Registration and Use of Password

Before submitting a quote as part of this project, a Contractor must register electronically and obtain a unique password. Documents transmitted containing the Contractor's password will be deemed to have been transmitted by the Contractor. Given that inclusion of this password is sufficient for verification of who sent the transaction, the password should be kept confidential. It is the responsibility of the Contractor to make sure the password is kept adequately protected and should the Contractor believe its password is no longer secure then it should request a new one by repeating the registration process.

2. Contractor Duty To Update Registration Information

It is the Contractor's responsibility to make sure that the information provided at the time of registration is kept current and accurate. Should a change occur, the Contractor must submit a revised registration form to update the information in the registration database. The Contractor may be required to annually update or reaffirm the information provided at registration.

3. Specified Transactions

The system will utilize American National Standards Institute (ANSI) X12 transactions Version 3010 following Department of Defense (DOD) conventions. Normally, Contractor familiarity with these conventions is unnecessary as VANs perform the translation.

The transactions to be used are: 824, 836, 838R, 838C, 840, 843, 850, and 997.

All documents shall be transmitted in accordance with the American National Standards Institute (ANSI) ASC (Accredited Standards Committee) X12 Version 3010 standards following DOD conventions.

Government Sends, Contractor Receives:

836 Award summary (sent to participating VANs for access by Contractors)

838 Trading Partner Profile (as confirmation of the 838 received from Contractor as registration form)

840 Request for Quotation (RFQ)

850 Purchase Order or Delivery Order

Contractor Sends, Government Receives:

838 Trading Partner Profile (used as Registration Form)

843 Response to RFQ (Quote)

Either Contractor or Government Sends or Receives:

824 Application advice

997 Functional Acknowledgment

Transactions will be added to this list as the project progresses. Each party, Government or Contractor, may electronically transmit to, or receive from the other party only those transaction sets which have been specified as appropriate for the system at any given time.

4. Electronic Mail Correspondence Including RFQ Questions

After the Contractor registers with the EC system, it will be able to exchange electronic text mail in electronic mail envelopes with the participating buying sites. This is the means by which all questions pertaining to requests for quote or other inquiries, such as general questions about the system, should be sent. Electronic mail is the specified means of requesting information. Electronic mail should be addressed using the electronic mail address provided by participating VANs.

Although there will be many different DOE procurement activities participating in this project, all transactions will originate from and should be returned to the single DOE Gateway site.

5. Quote Requirements

All quotes must be in accordance with the following requirements

- a. All prices shall be specified in United States dollars.
- b. The discount terms for all quotes will be net 30 days, unless the Contractor specifies alternative discount terms.
- c. All quotes shall be valid for 30 days after Government receipt. The Contractor may extend the validity period of the quote but may not shorten the time period.
- d. The Government shall send purchase/delivery orders to the electronic mail address as contained in the Contractor's registration.
- e. The date and time of receipt by the government of a transaction shall be the time it is received by the Site Gateway Computer. The date and time the quote is received at the Site Gateway Computer, as determined by the gateway clock, is controlling. Since it is not uncommon for delays of a few hours to occur during peak periods, it is recommended that Contractors submit quotes at least several hours prior to the quote closing time to ensure that their quotes are considered.
- f. The quote closing time shall be midnight of the date upon which it is due. Although quotes received after this time may be considered, the Government is under no requirement to consider late quotes.

g. All quotes should be provided FOB destination. Unless an order is placed against an existing contract that specifies FOB origin, all awards issued through this system will be FOB destination.

h. If a quote is from a Federal Supply Schedule (FSS) or other existing contractual relationship, such as a Basic Ordering Agreement (BOA), the Contractor shall include within its quote the contract number and the expiration date of the FSS, other contract or BOA.

i. If 'Allow substitutes' field = Y, this indicates that a Contractor may offer a substitution for the item requested in the RFQ. "An alternative bid" in the ANSI X12 Response to RFQ transaction set 843 is the authorized means of providing a proposed substitution for the item requested or to specify different quantities of the item requested in the RFQ. If quoting an equal the item description submitted by the Contractor must include the proposed manufacturer and part number in the following format: MFR: XXXXXX, P/N: XXXXXXXX. If 'Allow Substitutes' field = N, no alternate items will be considered acceptable by the government.

j. In accordance with the Walsh-Healey Public Contracts Act, FAR Subpart 22.6, the Contractor shall, on quotes exceeding ten thousand dollars (\$10,000), indicate compliance or non-compliance with the Act and regulations issued by the Secretary of Labor. The Contractor will make this indication in the electronic quote transaction set (ANSI X12 843) as specified in the DOD Implementation Guide for the transaction set.

k. All purchases under \$100,000 are considered small purchases and in accordance with FAR 13.105 such acquisitions exceeding \$2,500 and not exceeding \$100,000 are reserved for small business concerns. The Contractor shall indicate whether it is a small business as defined in FAR 19.001 for the Standard Industrial Classification (SIC) code identified in the RFQ. The Contractor will make this indication in the electronic quote transaction set (ANSI X12 843).

l. If a country code is used, it should be in accordance with the DOD Manual For Standard Data Elements, DOD 5000.12-M.

m. DOE will not pay processing fees for the use of Government IMPACT cards.

n. The Government reserves the right to issue Requests for Quote that require an ALL or NONE quote in response. ALL or NONE refers to responding with a quote that addresses all line items described in the RFQ. A quote that does not respond to all line items shall be considered non-responsive and at the option of the Government, may be ignored.

o. The government reserves the right not to issue an 850 (purchase order) for every 840 (RFQ) issued.

6. Importance of Specified Delivery Schedule

Meeting the delivery schedule specified in the RFQ and subsequent order is vital to the Government meeting its mission. Delays in delivery could result in Government loss of time, money, and, in some circumstances, lives. Items purchased could be needed for flight, medical, maintenance purposes, or the normal conduct of Government business. A Contractor should therefore only quote on a RFQ if it will meet the delivery schedule specified in the RFQ. A Contractor may, and is encouraged to, quote a shorter delivery period. The delivery schedule specified in the order prevails. For example, an RFQ is for 10 widgets with the delivery date specified as 20 days ARO (After Receipt of Order) and a Contractor has a Federal Supply Schedule, FSS, for widgets that specifies a delivery schedule of 60 days. If the Contractor quotes on this RFQ, and is awarded an order (which will also specify 20 days), then it must meet the 20 day delivery schedule, even if the FSS specifies 60 days.

7. Acknowledgment

There is no requirement for a Contractor to acknowledge the receipt of a purchase order prior to performance.

8. Acceptance

Every time a Contractor accepts an order, whether by performance or by an acceptance document, it is again agreeing to be bound by the current procedures, terms, and conditions as stated herein.

9. Delivery Orders

When an electronic delivery order is issued pursuant to an existing contract, then, in addition to the terms and conditions of the electronic delivery order, the terms and conditions of the contract shall apply. If there is a conflict between the terms and conditions in the delivery order and the contract it was issued against, then except for the delivery schedule (see paragraph 6 above), the terms of the contract will take precedence over the terms in the delivery order.

10. Use of Participating Value Added Networks (VANs)

The Government will exchange transactions via the participating VANs to the electronic address specified in the Contractor's registration. While Contractors must use a participating VAN, Contractors may use the participating VAN of their choice. The Contractor may change its VAN at any time by giving the Government ten (10) working

days notice prior to such change by updating its registration information with the new address.

11. Equipment

The Contractor shall provide and maintain at the Contractor's own expense the equipment, software, services and testing necessary to effectively and reliably exchange electronic transactions under this agreement.

12. Whole Agreement

These terms and conditions represent the parties', the Government's and the Contractor's, complete agreement with relation to electronic data interchange transactions. The terms and conditions of the purchase orders made through the system remain the same as if awarded by the previous paper method.

13. Invoices

a. The invoice must contain the purchase order or delivery order number provided in the electronic order. Mail invoices to the billing address identified in each purchase order or delivery order.

b. Invoices accompanying shipments cannot be used for payment purposes. A separate billing must be forwarded as indicated above.

c. Paper Invoices must be submitted in quadruplicate and one must be marked "original".

d. For inquiries regarding invoices, see Attachment 2 for a list of Customer Service Center to call for the DOE sites.

14. Shipping

a. The Contractor must adhere strictly to the shipping instructions contained in the Electronic Commerce Procedures, Terms, and Conditions, unless amended in the electronic order when material or equipment is to be shipped. Outside containers must be marked exactly as indicated in the order and include all information.

b. The shipping ticket/packing slip must contain the purchase order/delivery order numbers shown in the electronic order.

c. The shipping, packing ticket must also contain the deliver to person and routing symbol and/or building name and room number.

d. Failure to follow these instructions could result in loss, misrouting or rejection of material and extensive delays in payment.

e. Consistent with the terms of the contract, pack, mark and prepare shipment in conformance with carrier requirements to protect the personal property and assure assessment of the lowest applicable transportation charge

15. Solicitation Provisions

Each vendor shall review the Electronic Commerce Solicitation Provisions contained at this Web Site to understand what information is required and how offers are to be evaluated and how purchase orders are to be awarded. In addition, each vendor shall review the Electronic Commerce Solicitation Provisions and furnish with each offer any changed information or information required which has not been previously furnished.

16. Terms and Conditions

Contracts issued electronically under this system incorporate the clauses by reference, with the same force and effect as if they were given in full text. This file will be changed and updated as the FAR or DEAR is changed and updated. See the World Wide Web site <http://farsite.hill.af.mil/> for FAR and DEAR updates. The "Clauses" contained in this Terms & Conditions document in effect at the time of transmission of the contractual document, shall be controlling. The clauses specified in the contractual document transmission will supplement these standard provisions, but in the event of a conflict the clause specified in the contractual document shall take precedence. See FAR paragraph 2.101 for the definition of commercial item.

FOR THE ACQUISITION OF COMMERCIAL ITEMS:

(clauses set forth in full)

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52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (APR 1998)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights -

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignees rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include -

(1) Name and address of the Contractor;

(2) Invoice date;

(3) Contract number, contract line item number and, if applicable, the order number;

(4) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(6) Terms of any prompt payment discount offered;

(7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Governments convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractors records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (APR 1998)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate. Offerors shall also check the actual solicitation/order.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

(3) 52.219-8, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

(4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

(5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

(6) 52.222-26, Equal Opportunity (E.O. 11246).

(7) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(9) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(10) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

(11) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

(12) (Reserved)

(13) 52.225-18, European Union Sanction for End Products (E.O. 12849).

(14) 52.225-19, European Union Sanction for Services (E.O. 12849).

(15)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C 10, Pub. L. 103-187).

(ii) Alternate I of 52.225-21.

(16) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

(17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate. Offerors shall also check the actual solicitation/order.)

(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) [52.222-47](#), SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) 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 and right to examine any of the Contractors 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 type and 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.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, 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 -

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately-Owned U.S.- Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

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FOR THE ACQUISITION OF NONCOMMERCIAL ITEMS:

(clauses referenced)

FIXED-PRICE SUPPLIES AND SERVICES

1. DEAR 952.202-1 DEFINITIONS (OCT 1995)

2. FAR 52.203-3 GRATUITIES (APR 1984)

3. FAR 52.211-15 DEFENSE PRIORITY AND ALLOCATION
REQUIREMENT (SEP 1990)
4. FAR 52.222-3 CONVICT LABOR (Aug 1996)
5. FAR 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED
WORKERS (APR 1984)
6. FAR 52.222-41 SERVICE CONTRACT ACT OF 1965, AS
AMENDED (MAY 1989)
7. FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION (APR 1998)
8. FAR 52.225-3 BUY AMERICAN ACT -SUPPLIES (JAN 1994)
9. FAR 52.225-11 RESTRICTIONS ON CERTAIN FOREIGN
PURCHASES (OCT 1996)
10. FAR 52.232-1 PAYMENTS (APR 1984)
11. FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT
(JUN 1997)
12. FAR 52.232-11 EXTRAS (APR 1984)
13. FAR 52.232-25 PROMPT PAYMENT (JUN 1997)
14. FAR 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC
FUNDS TRANSFER PAYMENT (AUG 1996)
15. FAR 52.233-1 DISPUTES (OCT 1995) -- ALTERNATE I (DEC 1991)
16. FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)
17. FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
18. FAR 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
19. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND
COMMERCIAL COMPONENTS (APR 1998)

20. FAR 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

21. FAR 52.249-1 TERMINATION FOR CONVENIENCE OF THE

GOVERNMENT (SUPPLIES) (FIXED-PRICE)

(SHORT FORM) (APR 1984)

22. FAR 52.249-4 TERMINATION FOR CONVENIENCE OF THE

GOVERNMENT (SERVICES) (SHORT FORM)

(APR 1984)

23. FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

24. FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

ADDITIONAL FIXED-PRICE SUPPLY CLAUSES

(unless circumstances do not apply)

25. FAR 52.211-5 MATERIAL REQUIREMENTS (OCT 1997)

26. FAR 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN

SUBCONTRACTING WITH CONTRACTORS

DEBARRED, SUSPENDED, OR PROPOSED FOR

DEBARMENT (JUL 1995)

27. FAR 52-219-8 UTILIZATION OF SMALL, SMALL DISADVANTAGED

AND WOMEN-OWNED SMALL BUSINESS CONCERNS

(JUN 1997)

28. FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

29. FAR 52.222-26 EQUAL OPPORTUNITY (APR 1984)

30. FAR 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL

DISABLED AND VIETNAM ERA VETERANS

(APR 1998)

31. FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL

DISABLED VETERANS AND VETERANS OF THE

VIETNAM ERA (APR 1998)

32. FAR 52.227-14 RIGHTS IN DATA-GENERAL - ALTERNATES I

AND V (JUN 1987)

33. FAR 52.227-19 COMMERCIAL COMPUTER SOFTWARE - RESTRICTED

RIGHTS (JUN 1987)

34. DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)

35. FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES

(JAN 1991)

36. FAR 52.229-5 TAXES-CONTRACTS PERFORMED IN U.S.

POSSESSIONS OR PUERTO RICO (APR 1984)

37. FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

38. FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND

SERVICE) (APR 1984)

ATTACHMENT 1

LIST OF CURRENT DOE SITES USING ELECTRONIC COMMERCE

AS OF 04/15/98

OFFICE SITE CODE CITY STATE

Headquarters Procurement Services 01 Washington DC

LIST OF CUSTOMER SERVICE CENTERS

FOR INQUIRIES REGARDING INVOICES

OFFICE SITE CODE PHONE NUMBER

Headquarters Procurement Services 01 301-903-4340 or

800-597-7720