

PART I - THE SCHEDULE
SECTION G: CONTRACT ADMINISTRATION DATA

G.1 IDENTIFICATION OF CORRESPONDENCE

All correspondence and data submitted by the Contractor under this contract shall reference the Contract Number.

G.2 CONTRACT ADMINISTRATION

Administration of this contract will be performed by the Richland Operations Office. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer (CO) authorizing such changes, deviations, or waivers.

G.3 INVOICES

a. Start of Invoice Submittals

Invoices for ECM payments may be submitted after the first full month, where the ECM has been installed, its initial performance validated and accepted by the Government. Part I ECM's must be accepted as a group for the 200 and 300 Areas, respectively.

b. Invoice Format

(1) Invoices must include the following:

- (a) Name and address of the Contractor.
- (b) Invoice date.
- (c) Contract number.
- (d) Name and address of the Contractor's official to whom payment is to be sent (must be the same as that in the contract or on a proper notice of assignment).
- (e) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of an improper invoice.
- (f) Amount payable (equal to 1/12 of annual Contractor payment less any adjustments for previous year's savings shortfall).
- (g) Any other information or documentation required by the contract.

(2) For purposes of determining if interest begins to accrue under the Prompt Payment Act (Public Law 97-177):

- (a) A proper invoice will be deemed to have been received when it is received by the offices designated in the contract for receipt of invoices and acceptance of supplies delivered or services rendered has occurred;
- (b) Payment shall be considered made on the date on which a check for such payment is dated or electronic transfer has been made;
- (c) Payment terms (e.g., "net 20") offered by the Contractor will not be deemed a "required payment date;" and
- (d) The following periods of time will not be included:
 - (i) after receipt of an improper invoice and prior to notice of any defect or impropriety, but not to exceed fifteen (15) days (or any lesser period established by this contract); and
 - (ii) between the date of a notice of any defect or impropriety and the date a proper invoice is received. When the notice is in writing, it shall be considered made on the date shown in the notice.

c. Submission of Invoices

An original invoice and three copies shall be submitted as shown below:

U. S. Postal Service Address

Express Courier Address

U. S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
P. O. Box 4307
Oak Ridge, TN 37831
(Original)

U. S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
P. O. Box 4307
Oak Ridge, TN 37831
(Original)

U. S. Department of Energy
Richland Operations Office
Procurement Services Division
MS A7-90
P. O. Box 550
Richland, WA 99352
(One Copy)

U. S. Department of Energy
Richland Operations Office
Procurement Services Division
825 Jadwin Ave, MS A7-90
Richland, WA 99352
(One Copy)

U. S. Department of Energy
Richland Operations Office
Assistant Manager for the
River Corridor
Attn: D.J. Ortiz, MSIN A3-04
P.O. Box 550
Richland, WA 99352
(One Copy)

U.S. Department of Energy
Richland Operations Office
Procurement Division
attn: Russell Walter, MSIN A7-80
P.O. Box 550
Richland, WA 99352
(One Copy)

U. S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center
200 Administration Road
Oak Ridge, TN 37830
(One Copy)

The originals and the copies of the invoices are to be transmitted simultaneously, by the same carrier method. Invoices not simultaneously submitted to all addresses may be rejected or have payment delayed.

G-4 PAYMENT TO THE GOVERNMENT FOR ANNUAL COST SAVINGS SHORTFALL

Contractor failure to achieve the Guaranteed Annual Cost Savings to the Government specified in Section B, Schedule 1, column (c), will result in a shortfall in the Government's Guaranteed Annual Cost Savings. Reimbursement of the Government's cost savings shortfall shall be made by deductions from the Contractor's future monthly invoice(s). This remedy is in addition to any other remedy the Government may have under the contract or under the law, including its right to terminate for default.

G-5 OBLIGATION OF FUNDS

The total amount of funds obligated to this contract is **\$129,193,281.97**.