

WASHINGTON SAVANNAH RIVER COMPANY

To: Washington Safety Management Solutions LLC 2131 S. Centennial Avenue SE Aiken, SC 29803	Interworks Requisition No. C001428W Change Notice No. 26 08/03/06
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This Interworks Requisition (IWR) is entered into by and between Washington Savannah River Company, a Limited Liability Corporation (LLC) organized and existing under the laws of the State of Delaware (hereinafter referred to as "WSRC"), and Washington Safety Management Solutions LLC (WSMS) (hereinafter referred to as "Affiliate").

WITNESSETH:

WHEREAS, WSRC has undertaken to design, construct, and operate production facilities for the United States of America (hereinafter referred to as "Government"), represented by the U. S. Department of Energy (hereinafter referred to as "DOE"), in accordance with Contract Number DE-AC09-96SR18500, which contract and supplements thereto, are all hereinafter referred to as the "Prime Contract," and

WHEREAS, WSRC desires to avail itself of the services of the Affiliate in connection with work under the Prime Contract,

NOW, THEREFORE, the parties hereto agree that the Affiliate shall furnish all labor, material, facilities, equipment, personnel, services, and all other necessary and incidental related items to WSRC, all as more fully described in this IWR.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of the WSRC Procurement Representative's signature.

Washington Savannah River Company LLC <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Procurement Representative's Name <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Signature <div style="display: flex; justify-content: space-between; width: 80%; margin-left: auto; margin-right: auto;"> 08/06/97 </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: auto; margin-right: auto;"> Date </div>	Washington Safety Management Solutions LLC <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Name (Type/Print) <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Signature of Person Authorized To Sign <div style="display: flex; justify-content: space-between; width: 80%; margin-left: auto; margin-right: auto;"> 08/06/97 </div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <div style="display: flex; justify-content: space-between; width: 80%; margin-left: auto; margin-right: auto;"> Date </div>
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ARTICLE I - SCOPE OF WORK

Affiliate shall perform the work described in Attachment 1 - Statement of Work for Requisition 1A1265, Revision 3, dated 02/14/06.

ARTICLE II – TYPE OF AGREEMENT

- A. This is a cost type IWR with no fee, an IWR-CPNF.
- B. This is a Requirements IWR. Affiliate shall have exclusive rights for the performance of Safety Management Services for WSRC, as described in the Statement of Work, for which WSRC has determined that Affiliate has the Special Expertise, for the duration of the term of the Prime Contract.
- C. Should Affiliate fail to perform the assigned work in a cost effective or technically proficient manner, WSRC, at the direction of DOE, shall have the right to withdraw work assigned under this IWR in accordance with Subsections H.57, Withdrawal of Work, and I.58A, Termination (Cost Reimbursement) (Sep 1996) (As modified by DEAR 970.4905-1 (b)), of the Prime Contract.

ARTICLE III - PERIOD OF PERFORMANCE

Performance of the work under this IWR shall commence on or about October 1, 1997 and shall end on December 31, 2006. The term shall be extended to be consistent with the term of the Prime Contract.

ARTICLE IV - CONTRACTING

- A. In the performance of this IWR, the Affiliate is not required to comply with the flow down requirements of the Prime Contract as they apply to contracts entered into by the Affiliate.
- B. Affiliate agrees that in the performance of this IWR, no more than 35% of the total cost of any individual task order (TAD) will result from work contracted out without the prior written approval of the Procurement Representative. The Procurement Representative will present the request to exceed the 35% limitation to the DOE Contracting Officer for concurrence prior to issuing an authorization to proceed.

ARTICLE V - PLACE OF PERFORMANCE

The principal places of performance will be the Savannah River Site and the Affiliate's office in the five county CSRA.

ARTICLE VI - ESTIMATED COST AND OBLIGATION

- A. The estimated cost for performance of this IWR is \$ 239,500,000 thru May 31, 2007. The actual cost will be dependent on the Site Safety Management Services required for the duration of the IWR.
- B. For support performed by Affiliate reimbursement shall be made in accordance with the allowable costs principles set forth in Subpart 31.2 of the Federal Acquisition Regulation (FAR) as supplemented or modified by Subpart 931.2 of Department of Energy Acquisition Regulations (DEAR). Further, reimbursement will be based on actual direct labor costs plus actual material cost (if any), plus provisional overhead rates approved by Government Auditors.
- C. Affiliate agrees to use its best effort to perform the scope of work and all obligations under this IWR within the authorized estimated cost for each Purchase Order. If at any time the Affiliate has reason to believe that the costs which it expects to incur in the performance of any Purchase Order in the next succeeding (30) days, when added to all costs incurred and committed, will exceed eighty-five (85%) of the authorized estimated cost or if at any time the Affiliate has reason to believe that the total cost for the performance of the Purchase Order will be substantially greater or less than the present authorized estimated cost, the Affiliate shall notify the Procurement Representative, in writing, to that effect, giving its revised estimate of such new total estimated cost to fulfill the requirements of the Purchase Order.
- D. The Annual Budget for this work will be determined by each operating division as defined within the requirements and restrictions of the Annual Operating Plan and the Affiliate agrees to undertake no work or incur additional expenses unless authorized in writing by the Procurement Representative.
- E. The not-to-exceed amount of this IWR is as follows:

<u>FY</u>	<u>Amt Obligated</u>	<u>Cumulative Total</u>
98-01	\$91,258,449.43	\$91,258,449.43
FY02	\$23,519,893.35	\$114,778,324.78
FY03	\$21,723,978.42	\$136,502,303.20
FY04	\$23,465,698.00	\$159,968,001.20
FY05	\$26,015,990.00	\$185,983,991.20
FY06	\$33,515,990.80	\$219,499,982.00
FY07	\$20,000,018.00	\$239,500,000.00 (10/01/06 – 05/31/07)

WSRC is not obligated to pay Affiliate more than the not-to-exceed amount. Funds will be obligated through the issuance of Task Authorization Descriptions (TAD).

ARTICLE VII - PAYMENT

- A. Affiliate shall invoice WSRC monthly (or more frequently if approved by the Procurement Representative) for its allowable and allocable incurred costs in support of the work under the IWR. Invoices shall include a breakdown of direct labor charges for each element shown below. Overtime shall be listed as a separate line item. A separate invoice shall be submitted for each purchase order. Costs shall be traceable to each TAD. Invoices shall include:
1. Individual's name
 2. Labor hours expended this period by Affiliate's General Labor Category (GLC) (identify regular and overtime hours separately)
 3. Total labor hours expended under the IWR by Affiliate's General Labor Category GLC (identify regular and overtime hours separately)
 4. Total labor cost.
 5. Any WSRC prior approvals required by the IWR shall be provided with, or noted on the invoice.
- B. All other claimed reimbursable expenses shall be itemized on the invoice. Supporting documentation such as bills, invoices, travel expense reports and other data evidencing costs allowable, need not be submitted with the invoice, but must be available for audit and shall be provided to WSRC upon request, subject to Article I.88, paragraph d, of the Prime Contract.
- C. One original and one copy of the invoice, with all required supporting documentation, shall be sent to the following address:
- Washington Savannah River Company
Accounts Payable
P.O. Box 6809
Aiken, SC 29804-6809
- One copy of the invoice shall be sent to the Procurement Representative.
- D. In connection with any discount offered for payment, time will be computed from the receipt 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 date on which an electronic funds transfer was made.
- E. The Affiliate must submit a report of the estimated accrued costs, through the end of the current month, five (5) work days prior to the end of each month. This information is

required for accrual purposes and shall be sent by facsimile to the STR. Estimated accrued costs consist of the actual costs incurred plus an estimate of costs to be incurred through the end of the current month. The report shall include: 1) IWR number, 2) TAD number, if applicable, 3) cost code, 4) the prior month's cost (invoiced amount and costs incurred but not invoiced), 5) total cumulative accrued cost from prior months. Zero and negative accruals must include an explanation, e.g., No work was performed during the reporting period.

- F. Payment terms of Net 30 shall apply to the IWR.

ARTICLE VIII - CONTINUITY OF SERVICES

- A. In the event of a successor contractor to WSRC, Affiliate agrees to negotiate in good faith on a no fee basis with the successor contractor to provide for continuity of safety management support to the Savannah River Site for completion of work in progress which can be completed within a 60 day period following expiration of the Prime Contract. Further, Affiliate agrees to negotiate in good faith on a commercial basis with the successor contractor to provide safety management support on a longer term basis if so requested.
- B. At least 60 days prior to the expiration of this IWR, Affiliate shall submit an estimate of effort needed to complete any work in progress.

ARTICLE IX - INDIRECT RATES

- A. Billing Rates – Until final annual indirect cost rates are established for any period, WSRC shall reimburse Affiliate at billing rates approved by the Government or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—(1) Shall be the anticipated final rates; and (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- B. Final Indirect Cost Rates – Final annual indirect cost rates and the appropriate bases shall be established in accordance with FAR 42.7 and applicable Agency supplements, in effect for the period covered by the indirect cost rate proposal.
- C. The Affiliate shall keep the Procurement Representative informed regarding the provisional rates, proposed final rates and negotiated final rates.

ARTICLE X - PROCEDURE FOR IWR RELEASES

- A. Purchase Orders.
1. Each fiscal year (FY), WSRC shall establish a blanket purchase order for work Affiliate will perform during the FY. This blanket purchase order will be issued to

cover work expected to be performed for each WSRC operating division as specified by the Annual Operating Plan (AOP).

2. Affiliate will not be reimbursed for costs in excess of the total authorized amount or beyond the end date of a purchase order unless the purchase order is revised by the Procurement Representative. In addition, any work performed without a valid purchase order in place will be at the risk of the Affiliate.

B Task Authorization Documents (TAD)

1. WSRC and Affiliate will work together to evaluate and incorporate estimates into the AOP process. By September 1 of each year, the STR will furnish Affiliate with a budgetary estimate by operating division of the volume of work to be released during the next fiscal year, which is reflected in WSRC's AOP. Affiliate shall complete a task estimating sheet for each proposed TAD (reflecting the scope produced during the AOP process) and submit it to the Procurement Representative and STR/ASTR. The task estimating sheet provided by Affiliate is representative of their best estimate at the time of submittal for the total estimated dollars and labor mix for each TAD. WSRC will subsequently issue approved TADs to Affiliate based on the AOP budget for the upcoming fiscal year (effective October 1st).
2. TADs shall be signed and approved by the responsible WSRC Cost Account Manager (CAM) if applicable; the Controller of the WSRC organization requesting the performance of the work, if applicable on revisions; the cognizant Affiliate manager, the cognizant WSRC TOR, the WSRC STR/ASTR, and the WSRC Procurement Representative. The Procurement Representative will forward the approved TADs to Affiliate to authorize the performance of work.
3. Approved TADs will be issued as a release against the appropriate FY purchase order.
4. In the event of a change, a revised TAD, or a new TAD will be executed between the parties. Any change or revision to a TAD, shall follow the approval process as noted in paragraph 2. above. If the TAD is overrun less than \$100, a revision to the TAD is not required. (NOTE: When the total value of the TAD changes, the TOR will determine if there is a need for the task estimating sheet at the TAD revision level).

- C. TADs shall be considered "closed" when the closure section of the TAD has been signed off by the cognizant Affiliate manager and cognizant STR or ASTR.

ARTICLE XI - WSRC SUBCONTRACT TECHNICAL REPRESENTATIVE (STR)

Technical direction for performance of the work under the IWR shall be given by the STR or Alternate STR (ASTR). As delegated by the STR/ASTR, the Task Order Representative (TOR) is responsible for specific technical guidance. Article XIV identifies the STR and ASTR.

ARTICLE XII – AFFILIATE’S REPRESENTATIVE (AR)

- A. The Affiliate shall designate a person who will be the AR for technical and administrative performance of all work under the IWR. The AR shall provide the principal point of contact between the Affiliate and the STR. All administrative support for technical support personnel required to fulfill the scope of work shall be the responsibility of the Affiliate.
- B. The AR shall receive and execute, on behalf of the Affiliate, such technical directions as the STR may issue under the IWR.
- C. The Affiliate agrees that it will emphasize to its employees that they are employees of the Affiliate and as such, should look to the Affiliate’s Worker’s Compensation Program to provide the remedy for any work related injuries.

ARTICLE XIII - DOE COMPLEX SUPPORT

At WSRC’s request Affiliate will provide safety management consultation services at other DOE Complex sites utilizing an Interdepartmental Work Order (IWO) or Memorandum Purchase Order (MPO). Such services shall be limited to facility assessments and reasonable issue consultation. Affiliate shall not be required by WSRC to provide such services if Affiliate has made a commercial offer to provide such, or similar services to the DOE Complex site in question, or if the service would create an organizational conflict of interest or would preclude Affiliate from competing commercially on subsequent similar work. Unless agreed upon by Affiliate: total support provided by Affiliate in this capacity will not exceed 4500 hours per year; Affiliate will provide no more than four of its personnel per issue; the duration of support for an issue is limited to one month; and no more than six Affiliate personnel at any one time shall be involved in such support to the DOE Complex.

ARTICLE XIV - CORRESPONDENCE PROCEDURES

- A. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements of the IWR) shall be addressed to the STR with an information copy of the basic correspondence to the Procurement Representative. The STR’s address is:

Washington Savannah River Company
Attn: STR – Andrew Vincent
Building 730-4B Room 316
Aiken, SC 29808

Phone: (803) 952-7209
Fax: (803) 952-9922
E-mail: andrew.vincent@srs.gov

Washington Savannah River Company
Attn: ASTR – Carol Posey
Building 730-4B Room 3075
Aiken, SC 29808

Phone: (803) 952-8233
Fax: (803) 952-8544
E-mail: carol.posey@srs.gov

Washington Savannah River Company
Attn: ASTR – Charles Voldness
Building 730-4B Room 3074
Aiken, SC 29808

Phone: (803) 952-9694
E-mail: charles.voldness@srs.gov

- B. All other correspondence shall be addressed to the Procurement Representative with information copies of the basic correspondence to the STR. The Procurement Representative's mailing address is:

Washington Savannah River Company
Attn: William Bowers
Building 730-4B, Room 2163
Aiken, SC 29808

Phone: (803) 952-9995
Fax: (803) 952-6168
E-mail: william-pmmd.bowers@srs.gov

- C. The IWR may be amended from time to time, or an administrative letter may be issued, to change the STR, ASTR or Procurement Representative

ARTICLE XV - GOVERNING DOCUMENTS

- A. Applicable Terms and Conditions of the Prime Contract.
- B. Memorandum of Understanding and Advance Understanding on Cost for Human Resources dated July 31, 1997.

ARTICLE XVI - RESERVED

ARTICLE XVII - TRAVEL

- A. WSRC shall reimburse the Affiliate for travel expenses incurred while performing this IWR in accordance with the Travel Compensation Schedule, Revision 7, dated January 31, 2006.
- B. Travel, other than local travel, will be defined in the TAD scope of work for each task to be performed. In addition, all travel, other than local travel, will be reviewed by the TOR for relevancy to the task being performed and specific to the enhancement of work specifically related to SRS. The TOR will offer written concurrence to Affiliate. The TOR will approve the travel a minimum of two weeks prior to departure. The TOR will also provide

concurrence regarding the relevancy, and relationship to work being performed at SRS. (i.e.: How does the travel benefit WSRC?). Failure to obtain the concurrence of the TOR may result in the disallowance of the travel costs and expenses.

ARTICLE XVIII - FOREIGN NATIONALS

(As used in this article, the term “Foreign National” is defined to be a person, who was born outside the jurisdiction of the United States, is a citizen of a foreign government and has not been naturalized under U.S. law.)

- A. The Affiliate shall obtain the approval of WSRC, in writing, prior to any visit to a DOE or WSRC facility by any Foreign National in connection with work being performed under this IWR, in accordance with the requirements of DOE Order 142.3, Unclassified Foreign Visits and Assignments Program. Visits are normally for the purpose of technical discussions, orientation, observation of projects or equipment, training, IWR service work, including delivery of materials, or for courtesy purposes. The term visit also includes officially-sponsored attendance at a DOE or WSRC event off-site from DOE/WSRC facility, but does not include off-site events and activities open to the general public. Affiliate should be aware that required forms and documents necessary for approval of visits by Foreign Nationals should be submitted to the WSRC Procurement Representative at least four (4) to six (6) weeks prior to the visit, depending on the nationality of the individual and the areas to be visited. Forms can be obtained from the WSRC Procurement Representative.
- B. In addition, the Affiliate shall obtain the approval of the WSRC Procurement Representative, in writing, prior to the employment of, or participation by, any Foreign National in the performance of work under this IWR or any lower tier subcontract at off-site locations. Such approvals will be processed in accordance with the requirements of DOE Order 142.3.
- C. In the performance of off-site work, Foreign Nationals only incidentally involved with the IWR work, and who have no knowledge that their activities are associated with the IWR work, are exempt from the above.

ARTICLE XIX - ATTACHMENTS

The following attachments are incorporated into and made part of the IWR:

Attachment I	Statement of Work
Attachment III	Travel Compensation Schedule
Attachment V	Memorandum of Understanding and Advance Understanding on Costs for Human Resources
Attachment VI	Prime Contract

ARTICLE XX - ENTIRETY

This document and the attachments specifically referred to herein embody the entire IWR and understanding between WSRC and the Affiliate covering the work to be performed hereunder, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein. No change hereof shall be of any force or effect unless: 1) reduced to writing and signed by both parties hereto, and 2) expressly referred to as being a modification of this IWR.

ARTICLE XXI - USE OF GOVERNMENT VEHICLES

Affiliate employees are permitted to use Government vehicles in performance of the work under this IWR, when authorized by the ASTR or STR. A copy of Affiliate's insurance policy, verifying liability insurance coverages as specified in Article XXII, must be provided to the Procurement Representative prior to the operation of any Government vehicle by an Affiliate employee. Affiliate sub-tier subcontractors are not permitted to use Government vehicles.

ARTICLE XXII - INSURANCE LIABILITY TO THIRD PARTIES

- A. 1. Except as provided in subparagraph 2. immediately following, the Affiliate shall provide and maintain worker's compensation, employer's liability, comprehensive general liability (bodily injury) and comprehensive automobile liability (bodily injury and property damage) insurance, in at least the following amounts unless different amounts or coverages are specified in the IWR:
- (i) Worker's Compensation: As required by statute.
 - (ii) Employer's Liability: \$1,000,000
 - (iii) General Liability: \$1,000,000 per occurrence
 - (iv) Automobile Liability: \$500,000 per person and \$1,000,000 per occurrence for death or bodily injury and \$50,000 per occurrence for property damage or loss (minimum).
2. The Affiliate may, with the approval of WSRC, maintain a self-insurance program, provided that, with respect to worker's compensation, the Affiliate is qualified pursuant to statutory authority.
3. All insurance required by this paragraph shall be in a form and for those periods as WSRC may require or approve and be with insurers approved by WSRC.
4. Upon request, Affiliate shall provide evidence to WSRC of the required insurance coverage.

- B. The Affiliate agrees to submit for WSRC's approval, to the extent and in the manner required by WSRC, any other insurance that is maintained by the Affiliate in connection with the performance of this IWR and for which the Affiliate seeks reimbursement.
- C. The Affiliate shall, to the extent WSRC is reimbursed by the Government, be reimbursed-
1. For that portion
 - (i) Of the reasonable cost of insurance allocable to this IWR and
 - (ii) Required or approved under this article; and
 2. For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the not-to-exceed of the IWR. These liabilities must arise out of the performance of this IWR, whether or not caused by the negligence of the Affiliate or of the Affiliate's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by WSRC. These liabilities are for-
 - (i) Loss of or damage to property (other than property owned, occupied, or used by the Affiliate, rented to the Affiliate or in the care, custody, or control of the Affiliate); or
 - (ii) Death or bodily injury.
- D. The liability under paragraph C of this article is subject to the availability of funds at the time a contingency occurs. Nothing in this IWR shall be construed as implying that the Congress wills, at a later date, appropriate funds to DOE and DOE will allocate funds to WSRC sufficient to meet these deficiencies.
- E. The Affiliate shall not be reimbursed for liabilities (and expenses incidental to such liabilities)-
1. For which the Affiliate is otherwise responsible under the express terms of any article specified elsewhere in this IWR;
 2. For which the Affiliate has failed to insure or to maintain insurance as required by WSRC; or
 3. That result from willful misconduct or lack of good faith on the part of any of the Affiliate's directors, officers, managers, superintendents, or other representatives who have supervision or direction of-
 - (i) All or substantially all of the Affiliate's business;
 - (ii) All or substantially all of the Affiliate's operations at any one plant or separate location in which this IWR is being performed; or

- (iii) A separate and complete major industrial operation in connection with the performance of this IWR.
- F. The provisions of paragraph E of this article shall not restrict the right of the Affiliate to be reimbursed for the cost of insurance maintained by the Affiliate in connection with the performance of this IWR, other than insurance required in accordance with this article; provided, that such cost is allowable under the Estimated Cost and Obligation article of this IWR.
- G. If any suit or action is filed or any claim is made against the Affiliate, the cost and expense of which may be reimbursable to the Affiliate under this IWR, and the risk of which is then uninsured or is insured for less than the amount claimed, the Affiliate shall-
 - 1. Immediately notify WSRC and promptly furnish copies of all pertinent papers received;
 - 2. Authorize Government and WSRC representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
 - 3. Authorize Government and WSRC representatives to settle or defend the claim and to represent the Affiliate in or to take charge of any litigation, if required by WSRC or the Government, when the liability is not insured or covered by bond. The Affiliate may, at its own expense, be associated with the Government or WSRC representatives in any such claim or litigation.

ARTICLE XXIII – APPROVAL OF HIGHLY COMPENSATED EMPLOYEES

- A.
 - 1. Affiliate shall provide a listing of their highly-compensated employees for each fiscal year to the Procurement Representative.
 - 2. Affiliate shall provide to the Procurement Representative written justification for each highly compensated subcontractor employee proposed or currently performing work under the IWR. A highly compensated subcontractor employee is defined as anyone whose fully burdened labor rate exceeds \$95.00 per hour, inclusive of all indirect costs, profits, etc. Travel and per diem costs shall only be included in the calculation of the fully burdened labor rate when these costs are not reimbursed separately under the IWR.
- B. Affiliate's written justification shall be submitted to the Procurement Representative within ten calendar days from the date the highly compensated subcontractor employee begins work under the IWR. The written justification shall include the following information, as a minimum:
 - 1. Individual's name and position title.

2. Direct labor rate, fully burdened labor rate, and estimated number of hours to be charged to the IWR.
 3. Summary of the individual's qualifications to perform the proposed work effort.
 4. Summary of the proposed work effort to be performed and justification for using this employee.
 5. Impact if the employee is not approved to perform the proposed work effort.
- C. The Procurement Representative will review Affiliate's written justification and either approve or disapprove the continued use of each highly compensated subcontractor employee under the IWR. Affiliate shall not allow a highly compensated subcontractor employee to charge more than 500 hours under the IWR without receiving prior written approval from the Procurement Representative.
- D. If the Procurement Representative disapproves the continued use of a highly compensated subcontractor employee, Affiliate shall immediately discontinue using this employee for performing work under the IWR. Any cost incurred for work performed by a highly compensated subcontractor employee after he or she has been disapproved, or for work performed beyond the 500 hour threshold without the Procurement Representative's prior approval, will be disallowed.

ARTICLE XXIV – GOVERNMENT PROPERTY

(Applies to other than real property and permanent fixtures)

- A. The requirements of the Prime Contract regarding GFP and the resulting WSRC GFP policy and procedures are applicable to all GFP utilized under this IWR.
- B. WSRC will maintain the official property records in connection with the GFP. The Affiliate shall provide whatever information and assistance is needed by WSRC to maintain such records current, complete and accurate. This information and assistance will include the following:
1. Affiliate will conduct an inventory of all GFP entrusted for use under this IWR.
 2. Affiliate will have the responsibility to manage, maintain and safeguard all GFP assigned under this IWR.
 3. Affiliate will ensure that all GFP assigned under this IWR is properly identified, tagged and entered on the property listing. The inventory listing of GFP will include the following fields:
 - a. DOE Bar Code or Affiliate Identification Number
 - b. Property Description
 - c. Manufacturer's Name
 - d. Model Number

- e. Serial Number
 - f. Acquisition Date
 - g. Acquisition Cost
 - h. Physical Location (building & room#)
4. Affiliate will provide annually an updated inventory listing of GFP to Procurement and Materials Management (PMM), to include additions and dispositions. This listing will be reconciled with the initial inventory listing on file with PMM by the STR, ASTR or TOR (which ever one is appropriate to the circumstances) to determine if there are any discrepancies and ensure that any additions or dispositions are appropriately reflected.
 5. Affiliate will make GFP assigned under this IWR available to the STR or his designated representative, for compliance review and set-up/tagging of newly acquired assets.
 6. Affiliate will identify idle or no longer needed GFP to the STR, ASTR or TOR (which ever one is appropriate to the circumstances).
 7. Affiliate will submit a "Final List of GFP" to WSRC, listing all GFP held at the time of IWR or TAD close-out. WSMS, upon close-out, will follow WSRC's instructions regarding the disposition of GFP.