

INTERAGENCY AGREEMENT		1. IAA NO. NRC-HQ-40-16-I-0004			PAGE OF 1 19	
2. ORDER NO.		3. REQUISITION NO. ADM-16-0248		4. SOLICITATION NO.		
5. EFFECTIVE DATE 09/22/2016		6. AWARD DATE 09/22/2016		7. PERIOD OF PERFORMANCE 08/01/2016 TO 07/31/2019		
8. SERVICING AGENCY UNITED STATES DEPARTMENT OF LABOR ALC: DUNS: 003255627 +4: 200. CONSTITUTION AVE NW WASHINGTON DC 20210-0001 POC Ed Hugler TELEPHONE NO.				9. DELIVER TO US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852 USA		
10. REQUESTING AGENCY ADM ALC: DUNS: +4: US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE ROCKVILLE MD 20852-2738 POC TELEPHONE NO.				11. INVOICE OFFICE US NUCLEAR REGULATORY COMMISSION TWO WHITE FLINT NORTH 11545 ROCKVILLE PIKE MAILSTOP T9-B07 ROCKVILLE MD 20852-2738		
12. ISSUING OFFICE US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				13. LEGISLATIVE AUTHORITY Economy Act		
				14. PROJECT ID		
				15. PROJECT TITLE FUND THE LABOR COMPLIANCE ADVISOR HUB OPERATION AN		
16. ACCOUNTING DATA 2016-X0200-FEEBASED-40-40D007-51-P-156-6014-253A						
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	
00001	NRC's contribution for the Agency Labor Compliance Advisor (ALCA) Hub, as required by the MOU between Department of Labor and NRC. Master IAA: N/A Mandatory Agency Contribution towards Department of Labor's ALCA Hub The total amount of award: \$10,000.00. The obligation for this award is shown in box 24.				10,000.00	
23. PAYMENT PROVISIONS			24. TOTAL AMOUNT \$10,000.00			
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)			26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING) 			
25b. NAME AND TITLE		25c. DATE	26b. CONTRACTING OFFICER DANIEL APP		26c. DATE 09/27/2016	

TEMPLATE - ANM001

SUNSI REVIEW COMPLETE

ANM002

NRC GENERAL TERMS AND CONDITIONS (GT&C) FOR INTERAGENCY AGREEMENTS (IAA)

General Guidance**1. Technical Direction**

The NRC Contracting Officer's Representative (COR), as named in the NRC SOW, is responsible for ensuring that the services required under this project are delivered in accordance with the terms of the SOW. All technical direction instructions to the Servicing agency must be issued through the COR.

Technical direction includes interpreting technical specifications, providing needed details, and suggesting possible lines of inquiry. Technical direction must not constitute new work or affect overall project cost or period of performance. Technical direction must be confirmed in writing to the servicing agency with a copy provided to the cognizant NRC Contracting Officer (CO).

2. Billing Requirements

Servicing agency shall bill NRC monthly for costs paid in support of NRC projects by the agreement number. The servicing agency shall bill and collect from NRC by an electronic transfer of funds through the U.S. Treasury Intergovernmental Payment and Collection System (IPAC).

The servicing agency voucher shall identify the NRC agreement number, and the NRC and servicing agency budget and reporting (B&R) numbers.

The servicing agency voucher, at a minimum, shall indicate the month that costs were incurred and the dollar amount of these costs. In some instances because of accrual accounting and other adjustments, the amounts may differ slightly from the original accrual amount.

When the Status Report costs differ from the amount billed, servicing agency shall provide an explanation of the difference on the voucher.

The servicing agency voucher shall be sent to support the IPAC funds transfer. The instructions must identify the billable activities as specified by 10 CFR Part 170. The servicing agency voucher and other required documentation shall be submitted to—

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Electronic Commercial Vendor and IPAC Payments:

Effective immediately, commercial vendors and Federal entities should use the new electronic mailing addresses shown below:

Invoice and training billing Email address – NRCPayments@NRC.gov

IPAC billing Email address – NRCIPAC.Resource@NRC.gov

3. Organizational Conflict of Interest

By submitting a proposal to the NRC, the servicing agency acknowledges the disclosure requirements of: 1) the NRC Clause, the NRC Conflict of Interest, Management Directive 11.8; and 2) that Section 170A of the Atomic Energy Act of 1954, as amended, requires that NRC be provided with disclosures on potential conflicts when NRC obtains technical, consulting, research and other supporting services. The servicing agency further recognizes that the assignment of NRC work to the servicing agency must satisfy NRC's organizational conflict of interest (OCOI) standards.

4. Incompatibility Between Regular Duties and Private Interests

(a) Employees of the servicing agency's contractor shall not be permitted to make or influence any decision on behalf of the contractor which directly or indirectly affect the interest of the Government, if the employee's personal concern in the matter may be incompatible with the interest of the Government. For example: An employee of a contractor will not negotiate, or influence the award of, a subcontract with a company in which the individual has employment relationship or significant financial interest; and an employee of a contractor will not be assigned the preparation of an evaluation for the servicing agency for any technical aspect of the work of another organization with which the individual has an employment relationship, or significant financial interest, or which is a competitor of an organization (other than the contractor who is the individual's regular employer) in which the individual has an employment relationship or significant financial interest.

(b) The contractor shall be responsible for informing employees that they are expected to disclose any incompatibilities between duties performed for the contractor and their private interests and to refer undecided questions to the contractor.

5. Stop-Work Order

The NRC CO may, at any time, by written modification to the servicing agency, require the servicing agency to stop all or any part of the work called for by this work order for a period of up to 90 days after the order modification is delivered to the servicing agency, and for any further period to which the parties may agree. Any such order will be specifically identified as a "stop-work order" issued pursuant to this clause. Upon receipt of such an order, the servicing agency shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a stop-work order is delivered to servicing agency or within any extension of that period to which the parties shall have agreed the office shall either:

- Cancel the stop-work order
- Terminate the work covered by this work order

If a stop-work order issued under this clause is cancelled or the period of the stop-work order or any extension thereof expires, servicing agency will authorize the resumption of the work. An adjustment will be made in the delivery schedule or cost, or both, and the Order must be modified in writing accordingly. If a stop-work order is not cancelled and the work covered by the order is terminated in accordance with the terms of the GT&C section of the IAA, costs resulting from the stop-work order will be allowed in arriving at the termination settlement.

6. Termination

This Agreement may be unilaterally terminated by either party generally upon 30 days' written notice to the other party. NRC will pay its share of any project expenses up to the termination date. Any expenses incurred in terminating this agreement will be paid by the party terminating the agreement. Any unexpended funds shall be returned to the NRC.

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section**

IAA Number _____ - 0000 - _____
GT&C # _____ Order # Amendment/Mod # _____

DEPARTMENT AND/OR AGENCY		
1.	[REDACTED]	Servicing Agency Providing Products/Services
Name	US Nuclear Regulatory Commission	Department of Labor
[REDACTED]	11555 Rockville Pike Rockville, MD 20852	200 Constitution Ave Washington DC 20210
2. Servicing Agency Agreement Tracking Number (Optional) <u>16-MOU-142-0000-NRC</u>		
3. Assisted Acquisition Agreement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. GT&C Action (Check action being taken) <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made. <input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date <u>08-01-2016</u> End Date <u>07-31-2019</u> of IAA or effective cancellation date MM-DD-YYYY MM-DD-YYYY		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received. Yes <input type="checkbox"/> If Yes, is this an: Annual Renewal <input type="checkbox"/> Other Renewal <input type="checkbox"/> State the other renewal period: _____ No <input checked="" type="checkbox"/>		
7. Agreement Type (Check One) <input checked="" type="checkbox"/> Single Order IAA <input type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes is checked, enter Requesting Agency’s Statutory Authority Title and Citation		
Note: Specific advance amounts will be captured on each related Order.		

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section**

IAA Number _____ - 0000 - _____
 GT&C # _____ Order # _____ Amendment/Mod # _____

9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)

(Optional for Assisted Acquisitions)

Direct Cost	\$10,000.00
Overhead Fees & Charges	\$0.00
Total Estimated Amount	\$10,000.00

Provide a general explanation of the Overhead Fees & Charges
 These fees only cover the period through February 28, 2017. Department of Labor is still determining future financial contributions past that date.

10. [REDACTED]

a. [REDACTED]

Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

b. Servicing Agency's Authority (Check One)

Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority
 40 U.S.C. § 121, 31 U.S.C. § 1535, 31 U.S.C. § 1301, 48 C.F.R. Subpart 9.1

11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)
 All definition of the Requesting Agency's scope can be found in Department of Labor Memorandum of Understanding 16-MOU-142-NRC.

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)
 All definition of the Servicing Agency's scope can be found in Department of Labor Memorandum of Understanding 16-MOU-142-NRC.

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number _____ - 0000 - _____
GT&C # Order # Amendment/Mod #

<p>13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA). No additional restrictions</p>
<p>14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)</p>
<p>15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.</p>
<p>16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)</p> <p>If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.</p> <p>If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.</p>
<p>17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)</p>
<p>18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)</p>
<p>19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.) During the period of performance for this IAA, the requesting agency accepts, at no additional cost, DOL's offering of the ALCA Support Shared Services provided by the Department of Labor as defined in Memorandum of Understanding 16-MOU-142-NRC.</p>

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section**

IAA Number _____ - 0000 - _____
 GT&C # Order # Amendment/Mod #

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)
 During the period of performance for this IAA, the servicing agency will provide the ALCA Support Shared Services provided as defined in Memorandum of Understanding 16-MOU-142-NRC.

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

22. Annual Review of IAA

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.		Servicing Agency
[Redacted]	Jill Daly	Ed Hugler
[Redacted]	Chief, Acquisition Policy & Systems Branch	Deputy Assistant Secretary for Operations
[Redacted]	(301) 415-8079	(202) 693-4040
[Redacted]		
[Redacted]	jill.daly@nrc.gov	Hugler.Edward@dol.gov
[Redacted]	Jill E. Daly <small>Digitally signed by Jill E. Daly DN: c=US, o=U.S. Government, ou=U.S. Nuclear Regulatory Commission, ou=NRC/PA, cn=Jill E. Daly, 01254218200000100111020000063 Date: 2016.08.24 17:01:44 -0400</small>	
[Redacted]	08-24-2016	

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section

IAA Number _____ - _____ - _____ Servicing Agency's Agreement
 GT&C # Order # Amendment/Mod # Tracking Number (Optional) 16-MOU-142-NRC

PRIMARY ORGANIZATION/OFFICE INFORMATION

24.	[REDACTED]	Servicing Agency
Primary Organization/Office Name	US Nuclear Regulatory Commission ADM	US Department of Labor - OASAM
[REDACTED]	11555 Rockville Pike Rockville, MD 20852	200 Constitution Ave Washington DC 20210

ORDER/REQUIREMENTS INFORMATION

25. Order Action (Check One)

New

Modification (Mod) – List affected Order blocks being changed and explains the changes being made. For Example: for a performance period mod, state new performance period for this Order in Block 27. **Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting or changing Funding for an Order Line.**

Cancellation – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.

26. Funding Modification Summary by Line	Line # _____	Line # _____	Line # _____	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$	\$	\$	\$	\$0:00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]	\$	\$	\$	\$	\$0:00
Funding Change for This Mod	\$	\$	\$	\$	\$0:00
TOTAL Modified Obligation	\$0:00	\$0:00	\$0:00	\$0:00	\$0:00
Total Advance Amount (-)	\$	\$	\$	\$	\$0:00
Net Modified Amount Due	\$0:00	\$0:00	\$0:00	\$0:00	\$0:00

27. Performance Period	Start Date	<u>08-01-2016</u>	End Date	<u>07-31-2019</u>
For a performance period mod, insert the start and end dates that reflect the new performance period.		MM-DD-YYYY		MM-DD-YYYY

IAA Order

IAA Number _____ - _____ - _____ Servicing Agency's Agreement
 GT&C # _____ Order # _____ Amendment/Mod # _____ Tracking Number (Optional) 16-MOU-142-NRC

28. Order Line/Funding Information										Line Number _____								
										Servicing Agency Funding Information								
31000001										16-01-2014								
Component TAS Required by 10/1/2014	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	E POA	A	MAIN	SUB		
											016	2016	2016		0165	000		
OR _____										31X0200								
BETC										DISB								
(Optional)										253A								
										040535809								
(Optional)										040535809-03100								
Additional Accounting Classification/Information (Optional)										2016-X0200-Feebased-40-40D007- 51-P-156-6014-253A								
Requesting Agency Funding Expiration Date 08-01-2016 MM-DD-YYYY										Requesting Agency Funding Cancellation Date 07-31-2019 MM-DD-YYYY								
LCA Hub Joint Project																		
Project Number & Title																		
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.)																		
1. LCA Hub Joint Project - A joint project of agencies regulated under the FAR to deploy and manage the LCA Hub in order to facilitate compliance with the Fair Pay & Safe Workplaces Executive Order. Further descriptions can be found in Memorandum of Understanding 16-MOU-142-NRC.																		
North American Industry Classification System (NAICS) Number (Optional) _____																		
Breakdown of Reimbursable Line Costs										OR Breakdown of Assisted Acquisition Line Cost:								
Unit of Measure								Contract Cost		\$								
Quantity		Unit Price		Total				Servicing Fees		\$								
1		\$10,000.00		\$ 10,000.00				Total Obligated Cost		\$ 0.00								
Overhead Fees & Charges				\$ 0.00				Advance for Line (-)		\$								
Total Line Amount Obligated				\$ 10,000.00				Net Total Cost		\$ 0.00								
Assisted Acquisition Servicing Fees Explanation																		
Advance Line Amount (-)				\$ 0.00														
Net Line Amount Due				\$ 10,000.00														
Type of Service Requirements																		
<input checked="" type="checkbox"/> Severable Service <input type="checkbox"/> Non-severable Service <input type="checkbox"/> Not Applicable																		

IAA Order

IAA Number _____ - _____ - _____
GT&C # Order # Amendment/Mod #

Servicing Agency's Agreement
Tracking Number (Optional) 16-MOU-142-NRC

29. Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C.)

Total Advance Amount for the Order \$ _____ [All Order Line advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency's expense and the Servicing Agency's revenue)

- Straight-line – Provide amount to be accrued \$ _____ and Number of Months _____
- Accrual Per Work Completed – Identify the accounting posting period:
 - Monthly per work completed & invoiced
 - Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed. _____

30. Total Net Order Amount: \$ 10,000.00

[All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total.]

31. Attachments (State or list attachments.)

- Key project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)

- Other Attachments (Optional)

Memorandum of Understanding number Memorandum of Understanding 16-MOU-142-NRC between NRC and Department of Labor.

BILLING & PAYMENT INFORMATION

32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.]

If IPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).

- Requesting Agency Initiated IPAC Servicing Agency Initiated IPAC
- Credit Card Other – Explain other payment method and reasoning _____

33. Billing Frequency (Check One)

[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

- Monthly Quarterly Other Billing Frequency (include explanation) _____

One time payment to cover the period
07-01-2016 to 02-28-2017.

34. Payment Terms (Check One)

- 7 days Other Payment Terms (include explanation): _____

IAA Order

IAA Number _____ - _____ - _____
 GT&C # Order # Amendment/Mod #

Servicing Agency's Agreement
 Tracking Number (Optional) 16-MOU-142-NRC

35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.)

36. Delivery/Shipping Information for Products (Optional)

Agency Name	
Point of Contact (POC) Name & Title	
POC Email Address	
Delivery Address /Room Number	
POC Telephone Number	
Special Shipping Information	

APPROVALS AND CONTACT INFORMATION

37. PROGRAM OFFICIALS
 The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

		Servicing Agency
Name	Jill Daly	Ed Hugler
Title	Chief, Acquisition Policy & Systems Branch	Deputy Assistant Secretary for Operations
Telephone Number	(301) 415-8079	(202) 693-4040
Fax Number		
Email Address	jill.daly@nrc.gov	Hugler.Edward@dol.gov
SIGNATURE	Jill E. Daly	
Date Signed	08-24-2016	

38. FUNDING OFFICIALS - The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

		Servicing Agency
Name	Patti Humphreys	Janice Blake-Green
Title	FCO, ADM	Director, Client Financial Management Services
Telephone Number	301-415-6320	(202) 693-4452
Fax Number		
Email Address	Patti.Humphreys@nrc.gov	blake.green.janice@dol.gov
SIGNATURE	Patti Humphreys	
Date Signed	09/13/16	

IAA Order

IAA Number _____ - _____ - _____
 GT&C # Order # Amendment/Mod #

Servicing Agency's Agreement
 Tracking Number (Optional) 16-MOU-142-NRC

CONTACT INFORMATION		
FINANCE OFFICE Points of Contact (POCs)		
The finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order.		
39.	[REDACTED]	Servicing Agency (Billing Office)
Name	Erikka Legrand	Ann Webber
Title		
Office Address	11555 Rockville Pike Rockville, MD 20852	200 Constitution Ave Washington DC 20210
Telephone Number	(301) 415-7748	(202) 693-4460
Fax Number		
Email Address	erikka.legrand@nrc.gov	webber.ann.e@dol.gov
Signature & Date (Optional)		
40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency)		
This may include CONTRACTING Office Points of Contact (POCs).		
	[REDACTED]	Servicing Agency
Name	Marvin Itzkowitz	Lafe Solomon
Title	Labor Compliance Advisor	Senior Labor Compliance Advisor
Office Address	11555 Rockville Pike Rockville, MD 20852	200 Constitution Ave Washington DC 20210
Telephone Number	(301) 287-0994	(202) 693-5280
Fax Number		
Email Address	marvin.itzkowitz@nrc.gov	solomon.lafe.e@dol.gov
Signature & Date (Optional)		
Name	Daniel App	
Title	Contract Officer	
Office Address	11555 Rockville Pike Rockville, MD 20852	
Telephone Number	(301) 415-6985	
Fax Number		
Email Address	Daniel.App@nrc.gov	
Signature & Date (Optional)	<i>Daniel App</i> 9/21/2016	
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		

**Memorandum of Understanding
Between
U.S. Nuclear Regulatory Commission
And
U. S. Department of Labor**

I. Purpose

This Memorandum of Understanding (MOU) between the U.S. Nuclear Regulatory Commission (NRC), a Partner Agency, and the U.S. Department of Labor (DOL) sets forth the terms and conditions by which (i) NRC will jointly fund the Labor Compliance Advisor (LCA) Hub operation and maintenance along with other partnering Federal agencies and (ii) obtain services from DOL on a reimbursable basis to support NRC's activities as directed by Executive Order (EO) 13673, *Fair Pay and Safe Workplaces* (July 31, 2014) (FPSW EO).

II. Background

The FPSW EO establishes a government-wide policy designed to promote economy and efficiency in Federal procurement by contracting with entities that comply with labor laws. Among other things, the EO requires each agency, in connection with their pre-award and post-award actions, to appropriately consider information regarding prospective and existing contractors' records with respect to noncompliance with labor laws and to designate a LCA to work with the agency's acquisition workforce.

Following the issuance of the EO, the LCA Hub, a solution by which agencies can access and share information regarding contractor labor law noncompliance, was developed on the Office of Management and Budget's (OMB) MAX platform and jointly funded under OMB's Budget Formulation and Execution Line of Business, with an understanding that OMB would transition the management of the LCA Hub to DOL, as the managing partner for the LCA Hub. The LCA Hub, which consists of the case docketing system and associated personnel for the operation maintenance of the LCA Hub, information integrity, technical support to agencies, and agency training, is a joint project funded by multiple Partner Agencies. In order to effectively implement the FPSW EO and support the LCA activities of the Partner Agencies, the Partner Agencies will rely on the efficient, effective management of the LCA Hub, including accurate case docketing and information management. Ultimately, the LCA Hub will assist Partner Agencies to fulfill their respective responsibilities by providing better access to information.

In addition, DOL will provide a voluntary shared service on a reimbursable basis to support the Partner Agency LCA.

III. Authorities

- 31 U.S.C. § 1535, Economy Act
- 48 *Code of Federal Regulations*. Subpart 9.1, Responsible Respective Contractors
- Executive Order 13673, Fair Pay and Safe Workplaces (July 31, 2014)

IV. LCA Hub Joint Project

The LCA Hub is the case management system to which all contributing agencies will have access for the purpose of carrying out their respective obligations per the FPSW EO.

A. *DOL Responsibilities as Managing Partner of the 'LCA Hub Joint Project'*

DOL, as the Managing Partner, will ensure the operation of the LCA Hub as set forth in the Project Plan developed in collaboration with all Partner Agencies. The LCA Hub Project Plan will address the following activities:

- 1) Information Technology Governance, including the staffing and operation of a help desk;
- 2) Design and development of required enhancement and modification of the LCA Hub to address evolving government-wide and Partner Agency requirements;
- 3) Maintain a dedicated staff to perform case docketing activities and information collection, sharing and integrity activities, such as retrieval of relevant data from General Services Administration System Award Management and enforcement agencies with relevant labor compliance information;
- 4) Develop and maintain project documentation related to the ongoing operation of the LCA Hub;
- 5) Partner Agency communication and engagement and change management; and
- 6) Training of Partner Agency personnel.

It is important to note that the LCA Hub staff will perform administrative functions only and will not provide advice, analysis, recommendations, or conclusions about an individual case for an LCA. This responsibility rests solely with the NRC LCA(s).

B. *NRC Responsibilities as Partner Agency of the 'LCA Hub Joint Project'*

As a participating agency in the 'LCA Hub Joint Project', the NRC takes on a set of responsibilities to comply with the FPSW EO. The NRC will fund its assessed share of the LCA Hub Joint Project on an annual basis. The NRC appoints at least one LCA to be granted access to the LCA Hub who will perform the following duties:

- 1) Collaborate in the development of the Project Plan;
- 2) Support case processing efforts within the LCA Hub by providing requested information and answering questions when possible or applicable;
- 3) Communicate new and updated LCA Hub case requests to the LCA Hub Clerks;
- 4) Submit all offeror-supplied and/or contracting officers-supplied materials either to a Clerk or directly into the LCA Hub in a timely manner;
- 5) Collaborate with LCA Hub Clerks to establish and manage individual cases;
- 6) Inform DOL personnel of any attachments to be uploaded, changes or updates to cases currently in progress;

- 7) Respond to requests for information from LCA Hub Clerks within a timely manner; and
- 8) Provide information to LCA Hub Clerks about the NRC contract award decisions in respect to the NRC's docketed cases.

V. LCA Support Shared Service

In order to support the NRC's LCAs in their responsibilities regarding the FPSW EO, DOL will provide LCA Support Shared Services. Through the Shared Service, DOL will provide preliminary analysis and assessments for docketed cases to the NRC LCA. DOL does not assume the responsibilities of the NRC's LCA as defined in the FPSW EO.

A. DOL Responsibilities as Service Provider of the "LCA Support Shared Service"

Provide the following services to support the NRC LCA(s), as requested by NRC from time to time, and as specified in the Form 7600B:

- 1) Coordinating with LCA Hub Clerks to ensure docketing of Agency requests, case progress, and to obtain relevant case materials
- 2) Assisting the NRC LCA(s) and NRC Contracting Officers in the review of violation information, assessment and review of reported labor law violations, and the verification that steps have been taken to remediate reported violations; and
- 3) Providing analyses and assessments that will assist the Agency LCA's determination as to whether a confirmed labor law violation is severe, willful, repeated, or pervasive, as defined in the DOL Guidance for the FPSW EO.

B. NRC Responsibilities as Service Recipient of the "LCA Support Shared Service"

The NRC will designate an NRC LCA to:

- 1) Serve as the agency point-of-contact and liaison with DOL on implementation of the requirements of the Order, as a collateral duty;
- 2) Attend training on DOL guidance, the LCA Handbook, the Federal Acquisition Regulation rules, and the LCA Hub; and
- 3) Review DOL's analysis and assessments of contractors' labor compliance history on an on-going basis to develop an in-depth knowledge of the contractor in order to complete the NRC LCA final analysis and to provide a recommendation to the NRC's contracting officer(s).

It is important to note, that the NRC LCA will bear the sole responsibility for reaching a decision regarding labor law violations provided by an offeror. The LCA will report this assessment to the relevant contracting officer.

VI. Duration of Agreement

This agreement is effective August 1, 2016 through July 31, 2019, unless terminated pursuant to Section XI below. Execution of this agreement does not itself obligate or authorize the obligation or expenditure of any funds by any party, nor does it obligate any party to enter into any contract or other obligations. The obligation of funds will be pursuant to the execution of separate interagency agreements on Financial Management Service (FMS) Form 7600B.

VII. Dispute Resolution

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual Volume 1, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index/html>.

VIII. Billing & Payment

The DOL will determine the overall annual costs for the LCA Hub Program Joint Project and the LCA-Support Shared Service before the beginning of the fiscal year. The NRC will be assessed its proportionate share of the costs associated with operating and maintaining the LCA Hub Program Joint Project and the LCA Support Shared Service (as applicable). The assessment will be calculated based on the NRC's number of contracts that exceed \$500,000, in proportion to the total number of these contracts held by all Joint Project participants.

When possible, applicable contracts for a three fiscal year period will be analyzed and average rates calculated on a monthly basis. Each agency will pay a percentage of the total cost based on the average case load relative to the total cases submitted by all participating parties. This method of determining cost will apply for both the LCA Hub Program Joint Project and the LCA Support Shared Service. All NRC current fiscal year costs will be documented and agreed using FMS Form 7600B. Future year costs will be determined through the development of annual project plans with Partner Agency agreement, and will be documented on a FMS Form 7600B and distributed prior to the start of each fiscal year.

IX. Effect of Agreement

This agreement is an internal Government agreement between the parties, and is not intended to confer any right upon any private person or third party.

Nothing in this agreement shall be interpreted as limiting, superseding or otherwise affecting either agency's normal operations or decisions in carrying out its statutory or regulatory duties. This agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities.

X. Reviews and Modifications

This MOU may not be modified at any time except by mutual consent of both parties. Such changes and/or modifications to this agreement shall be in writing and signed by both parties.

XI. Termination and Cancellation Clause

Any party may terminate this agreement on a fiscal year basis, by providing ninety (90) days written notice prior to the start of the next fiscal year to the other party. If the NRC

terminates the agreement without sufficient advanced notice, DOL is authorized to collect costs incurred prior to cancelation of the order plus any termination costs, up to the total value of the agreement.

XII. U. S. Nuclear Regulatory Commission Point of Contact

Agency Name, Office, & Mailing Address:	U.S. Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852			
Project Manager Name:	Jill Daly			
Phone Number:	301-415-8725			
Fax Number:	301-415-5144			
E-mail Address:	Jill.Daly@nrc.gov			

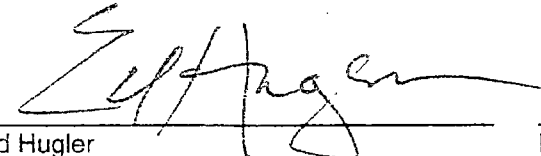
XIII. U.S Department of Labor Point of Contact

Agency Name, Office, & Mailing Address:	U.S. Department of Labor 200 Constitution Ave., NW Washington, DC 20210
Project Manager Name:	Ed Hugler
Phone Number:	202-693-4040
Fax Number:	202-693-4044
E-mail Address:	Hugler.Edward@dol.gov

XIV. Approvals

The following officials agree to the terms and conditions of this agreement:

for  8/25/16
Cynthia A. Carpenter _____
Date
Director
Office of Administration
U.S. Nuclear Regulatory Commission

 8/26/16
Ed Hugler _____
Date
Deputy Assistant Secretary for
Administration and Management
U.S. Department of Labor