

Cooperative Agreement Single Modification
between

Committee for Purchase From People Who Are Blind or Severely Disabled

the United States AbilityOne Commission
1401 S. Clark Street, Suite 715
Arlington, Virginia 22202-3259

and

Central Nonprofit Agency
National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22314-1691

Concerning

Cooperative Agreement #002

Change in Agreement Term: N/A

Change in Award Fee Pool: N/A

Effective Date: July 17, 2017

For National Industries for the Blind

_____/s/_____
KEVIN LYNCH 17 July 2017
Date
President and Chief Executive Officer
National Industries for the Blind

_____/s/_____
SHELLY HAMMOND 17 July 2017
Date
Agreement Officer and
Director of Policy and Programs

SUBJECT AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:

1. The purpose of this modification is to provide clarifications and additions to the Performance Work Statement (PWS) and Deliverables Schedule and update quality ratings and narrative in the Quality Assurance Surveillance Plan (QASP) criteria, as needed. Where minimal editorial changes were made, no individual capture of the revision is included in this cover sheet. Only substantive changes made to the Cooperative Agreement are indicated below. Narrative revisions were made to clearly define the intent of the deliverable and/or capture new requirements.
2. Page 2 and 3, Table of Contents; Repagination from Page 29 through the end of the document to account for new narrative paragraphs and/or edits. As a result, the table of contents was revised to capture such page changes and inclusion of new reference for Order of Precedence.
3. Page 7, NEW Paragraph added, “Order of Precedence. The following order of precedence (listed in descending order) shall be adhered to when conducting business, responding to Commission requests, and ensuring compliance with the AbilityOne Program:
 1. Statutes: Javits-Wagner O’Day Act (JWOD), Chapter 85 of Title 41 United States Code
 2. Executive Orders (if applicable to the AbilityOne Program)
 3. Regulation: Chapter 51 of Title 41 Code of Federal Regulations
 4. Cooperative Agreement and Commission Policies & Procedures – It is important to note that the cooperative agreement and Commission Policies & Procedures are supplemental to the JWOD and Commission regulations and do not supersede nor replace statute or regulation.

The Commission reserves the rights to request documentation and/or require action from non-profit agencies and other Government entities in support of the AbilityOne Program as detailed in the JWOD.”

4. Page 15, para 3.1 (2). Employment Growth – Hiring new employees for existing and new lines of business; Narrative revised to remove “people” from new employment growth measurement.
5. Page 16, para 3.2.1. CNA Governance; Narrative revised to eliminate “In the case of violations of Federal law” from 2nd sentence from end of PWS requirement.
6. Page 19, para 3.2.4.2.4. Expenditures; Narrative revised to clarify requirements and include, “Notwithstanding the stated due date, the Commission has the discretion to request such reports and additional details as needed.”
7. Page 21, para 3.3.1.3. NPA Regulatory Review and Assistance Visits (RRAV); Narrative revised to clarify requirements and include, “If the CNA finds that an NPA is not meeting

Program qualification requirements, under the authority delegated to the CNA by the Commission under 41 CFR 51-3.2(b), the CNA shall require the NPA to initiate and complete corrective action(s). The CNA shall ensure that the corrective actions taken could reasonably result in the correction of the deficiencies identified during the RRAV by reviewing documentation from the NPA attesting to completion of the corrective actions.

When the NPA's report of corrective action is received by the CNA, the CNA shall close out the review by submitting a supplemental post-visit trip report electronically via PLIMS within ten (10) business days of receipt of documentation from the NPA attesting to completion of the corrective action. The supplemental post-visit trip report shall include a report of corrective action(s) taken by the NPA; the PLIMS transaction number for the initial NPA RRAV post-visit trip report; the name of the NPA visited; name of reviewer from the CNA; and date of the initial review."

8. Page 22, NEW Section 3.3.1.4.; New paragraph added, "Phase-In Report. In accordance with (IAW) Commission Procedure 51.401-01, Phase-In Procedures, the CNA shall report the status of all projects that have an approved phase-in period to the Commission, Director, Oversight and Compliance, on a quarterly basis. The quarterly phase-in report shall be submitted as part of the quarterly report and shall include the following elements; 1) Status of Project-specific DLH ratio (Green, Yellow, Red) (use common understandings of these color codes), 2) NPA Name, 3) Date Phase-In Was Approved, 4) Length of Approved Phase-In (in months), 5) Approved Project-specific DLH Ratio Percentage (for start of project), 6) Current Project-specific DLH Ratio Percentage (last day of quarter reported), and 7) Explanation for Failure to Meet the DLH Ratio Requirements IAW Approved Phase-In."
9. Page 22, NEW Section 3.3.1.5; New paragraph added, "Overall Direct Labor Hour Ratio Compliance Report. In accordance with Commission Policy 51.403, Nonprofit Agencies out of Compliance with Commission Regulations, the CNA shall report the overall direct labor hour ratio status for any NPAs with a cumulative overall direct labor ratio below 75 percent. The report shall be provided to the Commission on a quarterly basis, as part of the quarterly report, and shall include the following elements, at minimum: 1) Name of the NPA; 2) Cumulative Overall Ratio; and 3) Stated reason for not meeting minimum required percentage (e.g. WIOA, security clearance, demographics, geographic, transportation, etc.). These minimum reporting elements do not preclude the CNA from including additional reporting elements in the quarterly report."
10. Page 25, Section 3.3.3.6. NPA Performance Quality Assistance; Narrative revised to include, "The notification to the Commission of a PIP initiation shall include the requirements of the PIP, which include deliverables, actions and milestone dates to be outlined in the PIP Corrective Action Plan (CAP). The notification to the Commission of a PIP completion or termination shall include the NPAs response to the CAP and reasons for termination (completions of the CAP, NPA left the program, etc.)."

11. Page 25, Section 3.3.3.10. Blind Priority Waiver Report; Narrative revised to include, "...and shall include a status on all product projects remaining within the nine (9) month prioritization window."
12. Page 27, NEW Section 3.3.3.14.; New paragraph added, "Replacement Products. The CNA shall respond to Commission supplied information regarding replacement products. The Commission will provide the report on the first business day after the end of each quarter. The CNA shall conduct an analysis of all products that are included in the report and have been replaced on the Procurement List to determine if replaced products should be deleted from the PL. The CNA shall provide a response to the Commission no later than fifteen (15) days after the end of each quarter. The CNA's response report shall include the following elements: PL Number, PLIMS Transaction Identification (TID) for the original addition (if applicable), PLIMS TID for the replacement product (if applicable), NSN, NSN Name, contracting activity (ies), and producing nonprofit agency (ies).
13. Page 27, NEW Section 3.3.3.15.; New paragraph added, "Manufacturing and Development (M&D) projects. SourceAmerica is responsible for management of the M&D program. Therefore, the CNA shall provide SourceAmerica, no later than ten (10) days after the end of each fiscal quarter, the following information: a list of all projects offered by the government in the last five (5) years; who (government agency) offered the project; detail of which projects were accepted; nonprofit agency assigned; whether the project resulted in new product(s), additional NSN(s), or replacement products; the quantity produced; and the direct labor hours that were realized. Finally, if the product was added to the PL, provide the PLIMS TID number. If the product was not added to the PL, provide an explanation why."
14. Page 28, NEW Section 3.3.3.16.; New paragraph added, "Contract Management Administrative Support Services Associated with Contract Close Out (CMS) Projects. As the designated prime contractor, the CNA shall manage the CMS Program and sub-contract DoD-wide Indefinite Delivery-Indefinite Quantity Task Orders to the CNA and SourceAmerica- qualified nonprofit agencies. The CNA shall ensure PLIMS is updated with the status of all CMS projects by submitting packages within ten (10) days after a customer issues a Task Order against the Prime contract. The CNA shall provide a report no later than the 15th day after the end of each quarter detailing information on CMS projects. The Commission will provide a reporting template that includes all of the following elements that should be addressed for each CMS project: CNA Project#, CNA NPA ID#, NPA Name, NPA City, NPA State, customer (Requiring Activity), Location Name, Location City, Location State, Task Order#, Task Order Start Date, Task Order End Date, BLSD Direct Labor Hours, Estimated Jobs, Contract#, Task Order Completed (Y/N), Comments and Explanations, if applicable. In addition to submitting the completed spreadsheet, the CNA shall submit an Executive Summary analysis regarding the status of the CMS Program."
15. Page 34, Section 3.4.4. AbilityOne Program Publications such as Annual Report, Magazine, and Procurement Guide Book.; Narrative revised to adjust the timeline for the

Commission to provide substantive requirements and timelines to the CNA from at least 180 days prior to the publication date to at least 120 days prior to the publication date.

16. Page 44, Section D(1)(B), Agreement Administration- Term of Agreement; Narrative revised to include, “The Commission shall provide the CNA a preliminary written notice of its intent to extend this Agreement at least sixty (60) days before the end of the term. The preliminary notice of intent to extend does not commit the Commission to an extension.”
17. Pages 49 through 52; Attachment One, Deliverables Schedule has been revised to include numerous changes and is replaced in its entirety.
18. Page 53, Performance Requirements Summary; Narrative revised to replace Deliverables with Reports and decrease percentage of reports that must be submitted timely and accurately from 100% to 98%.
19. Page 55, Section E, Attachment 3, Quality Assurance Surveillance Plan (QASP) Enclosure 1, is clarified to better define quality ratings under Employment Growth Plan; Net Employment Hours Growth; Upward Mobility & Competitive Placements; Reps & Certs; Timely PL Additions Requests; Federal Procurement Training; NPAs Training Satisfaction and Strategic Communications.
20. Page 63, Section E, Attachment 5, Definitions, has been revised to move “Agreement Officer” and associated definition to alphabetical order and include the following definition: “Customer. Federal government agency purchasing products or services listed on the Commission’s Procurement List.” All other definitions remain unchanged.
21. Page 69 through 93; Section F, Agreement Clauses, Narrative revised to remove language mandating the CNA to insert substance of clauses in all subcontracts or agreements with qualified NPAs.

****END MODIFICATION****