



Cooperative Agreement

between

**The Committee for Purchase From People
Who Are Blind or Severely Disabled**

and

National Industries for the Blind

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COOPERATIVE AGREEMENT

The Committee for Purchase From People Who Are Blind or Severely Disabled

and

National Industries for the Blind

This Cooperative Agreement (hereafter Agreement) is entered into by and between the Committee for Purchase From People Who Are Blind or Severely Disabled, operating as the U.S. AbilityOne Commission (“Commission”), and National Industries for the Blind (NIB), a Central Nonprofit Agency (“CNA”) designated in accordance with 41 U.S.C. § 8503(c).¹ (NIB may be referred to as a “Party” and the Commission and NIB may be referred to collectively as the “Parties”). This Agreement is a Cooperative Agreement as defined in 31 U.S.C. § 6305 and 2 C.F.R. § 200.1, in furtherance of the CNA’s statutory function in 41 U.S.C. § 8503(c), and subject to the requirements of 2 C.F.R., Chapter II, Part 200. *See* 31 U.S.C. § 6307; 2 C.F.R. § 200.201(a). The statement of work for this Agreement resides within the Functions, Tasks, and Sub Tasks set forth in this Agreement.

Per 31 U.S.C. § 6305(2), the Commission is substantially involved in performance of this Agreement because the Commission is the independent Federal agency administering the AbilityOne Program (or Program) under authority of the Javits-Wagner-O'Day Act ("JWOD Act"), codified at 41 U.S.C. §§ 8501-8506. The JWOD Act, as amended, established the Commission to provide increased employment and training opportunities for people who are blind or have other significant disabilities through the sale of products and services to the Federal Government. The Commission maintains the Procurement List (PL), which includes those products and services the Commission determined are suitable for purchase by entities of the Federal Government from qualified nonprofit agencies (NPA) participating in the Program.

The statutory, and primary, role of the CNA is to facilitate the distribution of orders for products and services on the PL among qualified NPAs. NIB has historically served as a CNA within the Program and distributes orders for products and services to the participating NPAs in its associated network employing individuals who are blind. NIB also represents its associated NPAs in matters before or brought to the Commission (or as directed) in accordance with 41 C.F.R. § 51-3.2(a), fulfills other roles and responsibilities discussed herein, and accomplishes other requirements in accordance with this Agreement, the JWOD Act, other applicable Federal statutes, the Commission’s regulations, other applicable Federal regulations, and policies, procedures, and other guidance issued by the Commission. By entering into this Agreement, NIB agrees to comply with the terms of this Agreement and the applicable statutory, regulatory, and policy requirements.

¹ 41 C.F.R. § 51-3.1(a). *See also* 39 Fed. Reg. 35364 (Oct. 1, 1974).

SECTION A: INTRODUCTION

I. PURPOSE

This Agreement adheres to Congressional direction and intent by reinforcing the Commission's role in governing and administering the Program.² In addition to Congressionally required elements, the Agreement sets forth the broad Functions, or services, the CNA shall generally provide, and specific Tasks accompanying those broad Functions. The Commission's regulations authorize the CNA to collect fees, otherwise known as a Program Fee, which is the thing of value being transferred to the entity for performing the Functions and Tasks within this Agreement. *See* 31 U.S.C. § 6305, 2 C.F.R. § 200.301, and 41 C.F.R. §§ 2.2(f) and 3.5. Finally, this Agreement contains the Performance Measures, which depict how the Commission will evaluate the CNA's performance within each Task.

II. FUNCTIONS & MAJOR CATEGORIES OF ACCOMPANYING TASKS

On December 13, 2024, the Commission approved this Agreement and the eight (8) assigned Functional areas organized into three (3) Major Categories with eleven (11) accompanying Tasks. Accordingly, to meet the requirements of this Agreement the CNA is hereby assigned the following Functional areas:

1. Identify, Develop, and Recommend Appropriate Product and Services for the PL.
2. Provide a Recommendation to the Commission for the Fair Market Price(s) of Products and Services on the PL.
3. Provide Technical Assistance to NPAs to Support Existing PL Requirements and Expand New Lines of Business.
4. Identify and Recommend Qualified NPAs for the Commission to Authorize to Perform the Requirement on the PL and Allocate Orders as Appropriate.

² The Consolidated Appropriations Act of 2016 required the Commission to enter into written agreements with CNAs that included the following elements: Roles and responsibilities on the part of the Commission and the CNA in project assignment procedures, including decision making processes; Expenditures of funds, including policy governing reserve levels; Performance goals and targets; Governance standards and other internal controls to prevent fraud, waste, and abuse, including conflict of interest disclosures (such as the names of CNA board members who have an affiliation with nonprofits receiving contracts) and reports of alleged misconduct; Access to data and records; Consequences for not meeting expectations; Periodic evaluations and audits on affiliates; Periodic review and updates on pricing information, and Provisions for updating the agreement. Consolidated Appropriations Act of 2016, Pub. L. 114-113, Division H, Title IV, 129 Stat. 2639, December 18, 2015. *See also* Further Consolidated Appropriation Act, 2024, H.R. 2882, Division D, Title IV, which became Pub. L. 118-47, March 23, 2024.

5. Educate, Build Capacity, and Evaluate NPAs Regarding Employee Career Development, which in some circumstances may require utilization of third-party expertise.
6. Review and Evaluate NPA Compliance with Commission Regulations and Policies and Provide Appropriate Technical Assistance to Ensure NPA Compliance.
7. Collect Information Regarding Quality Contract Performance, Communicate with the Commission and Federal Customers Regarding Contract Performance, and Assist in Remediation and if not remediated, Assist Agency in finding a solution.
8. Provide NPA Compliance Data, CNA Performance Data, Documentation, and Reports to the Commission.

The Functions above are grouped into the following Major Categories. The Tasks under each Major Category constitute the CNA's performance requirements and form the basis under which the CNA shall be annually evaluated in accordance with this Agreement. For reference, each Task under each Major Category corresponds to the Function(s) depicted with the Task. Throughout this Agreement, and especially within Section C, there are references to either the Function, Major Category, or Task, and this section serves as a guide to those references.

1. Procurement List Support & Opportunity Growth
 - A. Maintain Legacy Lines of Business (Functions 1, 2, 3).
 - B. Grow New Lines of Business (Functions 1, 2, 3).
 - C. Recommend NPA(s) for Authorization by the Commission (Function 4).
 - D. Provide Necessary Data for PLIMS Transaction Reports (Function 8).
2. Compliance, Oversight & Employee Career Development
 - A. Implement an Effective Compliance Program as Required Under Policy 400, including Inspections and Technical Assistance Visits (Function 6).
 - B. Ensure Progress Regarding Employee Career Development (Function 5).
 - C. Facilitate the Commission's Resolution of OIG Compliance and Data Audit Findings (Functions 6 and 8).
3. Governance & Program Administration
 - A. Provide Information Regarding Customer Satisfaction and Contract Performance (Function 7).

- B. Establish and Implement a System to Collect and Report NPA Required Data (including digital interface capability) (Function 8).
- C. Provide Other Required Reports & Trend Analyses (Function 8).
- D. Coordinate Program-Specific Communications (Functions 1, 7, 8).

III. 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. The JWOD Act, Title 41 U.S.C., Chapter 85
2. Other Federal Statutes applicable to the AbilityOne Program
3. Executive Orders (if applicable to the AbilityOne Program)
4. Title 41 C.F.R., Chapter 51
5. Other Federal regulations applicable to the AbilityOne Program
6. Commission Policies and Procedures.³

³ Commission Policies and Procedures are legally subservient to and shall not supersede the JWOD Act, other applicable Federal statutes, the Commission's regulations at Title 41 C.F.R., Chapter 51, or other applicable Federal regulation.

SECTION B – COMMISSION ROLE & CNA GOVERNANCE

I. Commission Role and Responsibilities:

The Commission will perform the responsibilities in the JWOD Act and the Commission's regulations, policies, procedures, and other guidance, including the Strategic Plan. The following Commission responsibilities are highlighted for emphasis, but are not exhaustive:

- A. Maintain the PL containing the products and services determined suitable for purchase by entities of the Federal Government.
- B. Determine whether products and services furnished by qualified NPAs for purchase by Federal entities are suitable in accordance with the JWOD Act and criteria established by the Commission.
- C. Establish the FMP for products and services on the PL.
- D. Establish ceilings for Program Fee paid by NPAs and collected by the CNA under applicable Commission policy and procedure.
- E. Maintain and follow the communication protocol involving cooperative efforts to communicate projects and products and services determined suitable for performance under the AbilityOne Program.
- F. Coordinate with the CNAs to address issues concerning Government-wide policies affecting the implementation of the AbilityOne Program.
- G. Coordinate ongoing work and questions about the Task and Subtask to the appropriate Commission staff point of contact in accordance with Section G, Clause XVI of this Agreement, and coordinate other Program-specific matters related to this Agreement (proposed changes, interpretations of administrative terms, etc.) to the Agreement Officer.
- H. Annually evaluate the CNA's performance in accordance with the Performance Measures for each Task and the terms of this Agreement, including providing mid-year (performance period) feedback to the CNA.
- I. Ensure compliance with this Agreement by providing timely notice to the CNA, in writing, of unsatisfactory or unacceptable performance of a Function, Task, or term of this Agreement.
- J. Provide, where necessary or requested, non-financial assistance to achieve the overall objective and purpose of the AbilityOne Program or facilitate understanding of this Agreement.

- K. Perform due diligence to ensure compliance with this Agreement.
- L. Request, review, and analyze relevant and pertinent aggregated, synthesized, and raw data from the CNA in furtherance of this Agreement or the Commission's statutory, regulatory, or policy objectives, which may require obtaining raw data from associated NPAs in accordance with this Agreement and applicable laws and regulations.
- M. Manage the AbilityOne Representative (ABOR) Program, providing appropriate and relevant training and education and assigning personnel to the Commission's Customer Engagement personnel.
- N. Provide technical assistance, as appropriate, to NIB and the nonprofit agencies to contribute to the successful implementation of the JWOD Act.
- O. Resolve disputes referred to the U.S. AbilityOne Commission related to alleged violations of the JWOD Act in accordance with Commission regulations, policies and procedures.
- P. Respond in a timely manner to requests and inquiries from the CNA as applicable and appropriate in accordance with Commission regulation, policy, and procedure.

II. CNA Governance:

The items in Sections C through E reflect both the Commission's general requirements of this Agreement, and the specific performance requirements for designated CNAs in the AbilityOne Program. The CNA shall adhere to the generally stated requirements and, where applicable, shall continue performing the historical/traditional items without interruption and in accordance with this Agreement. The enumerated Functions and Tasks are the minimum performance standards the Commission expects the CNA to achieve and will be annually evaluated by the Commission. The CNA shall perform its statutory role in the JWOD Act in strict compliance with the JWOD Act and the Commission's regulations, policies, procedures, or other requirements. Caveats are noted within some Sub Tasks regarding final issuance of Commission Policies and efforts of the Data Working Group (DWG).

Because no agreement can contemplate every scenario, the Tasks in this Agreement are not exhaustive. Additional requirements or Tasks not enumerated within this Agreement, but otherwise residing in relevant statute, regulation, or policy and procedures in effect at the time of the Agreement, shall be complied with as if incorporated into this Agreement. The CNA will provide all management, labor, supervision, materials, equipment, and supplies to perform the Functions, Tasks, and other requirements in this Agreement. The CNA shall plan, schedule, coordinate, and ensure effective and efficient performance of all enumerated Functions and Tasks. All work under this Agreement shall be performed in a manner that promotes and is

consistent with the applicable Federal law and the Commission's specific objectives as set forth in this Agreement, and the Commission's regulations and policies governing the AbilityOne Program. The Commission and CNA shall jointly agree on the specific Performance Measures the Commission will utilize in annually evaluating the CNA.

SECTION C: PROCUREMENT LIST SUPPORT & OPPORTUNITY GROWTH

General requirement: In addition to the enumerated Tasks and Sub Tasks below, and in accordance with the Commission's regulations, policies, procedures and other guidance related to adding, modifying, or deleting products or services on the PL, the CNA shall routinely evaluate the qualifications and capabilities of the participating NPAs in the associated network and provide the Commission with pertinent data concerning the qualified NPAs, their status as qualified NPAs, their manufacturing or service capabilities and other information required by the Commission when making a suitability determination on whether to add a product or service to the PL.

Task I. Maintain Current Lines of Business (Functions 1, 2, 3).

A. Sub Task C1T1(A)

Planning: The CNA shall develop internal policies and procedures that, on an annually reportable basis, allow the CNA to properly plan, forecast and prepare for new Procurement List additions that are reasonably suitable for employment by individuals who are blind or have a significant disability.

B. Sub Task C1T1(B)

Planning: The CNA shall develop for review and approval by the Commission internal policies and procedures, that are aligned with Commission Policy 51.206 and ensure a high degree of quality control over the Procurement List PLIMS addition, deletion, administrative addition, NPA Master, or price change/update packages or other PLIMS transactions submitted to the Commission, including accessibility and Section 508 compliance.

C. Sub Task C1T1(C)

Execution: The CNA shall ensure that Procurement List-related PLIMS transactions are administratively correct, which includes all documents and information required by Commission regulations, policies, and procedures, but excludes any substantive determinations required by the Commission.

D. Sub Task C1T1(D)

Planning: No later than one year from date of this Agreement, the CNA shall develop and submit for Commission approval, policies, procedures, and any related additional resources necessary for the CNA to manage the day-today operation of the Commission's Commercial Distribution Program (CDP). The CNA's CDP policy and procedures shall be aligned with Commission

Policy 51.540, and Procedure 51.54001, dated July 1, 2016, which may include recommendations to update related regulations, policies, and procedures.

E. Sub Task C1T1(E)

Execution: The CNA successfully transitioned operational control over the Commission's CDP and is prepared to operate the CDP in accordance with Commission Policy 51.540 as may be amended or updated, and the CNA's internal policies and procedures, as they may be amended or updated.

F. Sub Task C1T1(F)

Execution: The CNA shall administer and manage the Base Supply Center (BSC) Program in accordance with the CNA's BSC policy and procedures approved by the Commission.

G. Sub Task C1T1(G)

Reporting: The CNA shall annually furnish by January 15 of each year the Base Supply Center (BSC) Report, which shall include a list of all BSCs authorized on the PL, including location, complete address, PL number associated with the addition, and the authorized NPA. The report will also include an Introduction; an Overview to cover Program Growth and Current Posture, Employment, Sales, and Compliance; Ongoing BSC Program Initiatives to cover New BSC Business Model, Policy Changes, Land Lease Challenges, BSC Assignments, GSA Partnership Opportunities, Blind Employment, and Conversions to No-Cost Contracts; and areas requiring AbilityOne Commission attention/assistance. The report shall be included in a data display as required under C3T2(A). Interim: report process remains as-is.

H. Sub Task C1T1(H)

The CNA shall administer and manage the Electronic (eCommerce) Program (AbilityOne.com) for the AbilityOne Program.

I. Sub Task C1T1(I)

The CNA shall operate the AbilityOne Seller Central Account on Amazon Business (the Amazon Storefront) for the AbilityOne Program in accordance with the Memorandum of Understanding executed between the Commission and NIB.

Task II. Grow New Lines of Business (Functions 1, 2, 3).

A. Sub Task C1T2(A)

Planning: The CNA shall annually develop a revolving five-year business outlook that identifies trends in Federal spending, emerging requirements across the Federal government, the possible or potential extent of commercial market penetration, and potential opportunities for AbilityOne NPAs through direct orders or subcontracting. This plan is not limited to new lines of business as defined at Sub Task C1T2(B) or knowledge-based opportunities as that term is traditionally understood, but it should provide a particular focus on the risk and rewards in pursuing such opportunities. The business outlook shall be delivered to the Commission annually no later than October 1 of each year beginning October 1, 2025.

B. Sub Task C1T2(B)

Execution: Of the PL requirements proposed for addition to the PL, and non-PL subcontract innovative requirements, during the upcoming Federal fiscal year, at least twenty-five percent (25%) of those requirements should be either in new lines of business, or an expansion of associated NPAs' capabilities into a previous new line of business. "New lines of business" are defined as types of products or services in which few qualified NPAs have technical capability or experience, and which are not well represented on the PL. It also means new or emerging lines of business include, but are not limited to advanced manufacturing, information technology, and professional services. The 25% will be subject to revisions based on the business outlook plan in C1T2(A).

C. Sub Task C1T2(C)

Technical Assistance: The CNAs shall develop a program or process to identify the challenges or barriers NPAs may have in developing and performing new lines of businesses and provide a resource framework for assisting NPAs with overcoming identified challenges/barriers.

D. Sub Task C1T2(D)

Reports: the CNA shall provide an annual report adequately describing up-to-date progress with executing its 5-year plan, including innovative ways of doing business with the Federal government, and the successes and challenges of the NPA community in pursuing opportunities in new lines of business. The annual report shall be delivered to the Commission no later than April 1 of each year beginning April 1, 2026.

Task III. Recommend NPA(s) for Authorization by the Commission (Function 4).

A. Sub Task C1T3(A)

The CNA shall develop business opportunity development and NPA recommendation procedures consistent with the Commission Policies in the 51-300 series.

B. Sub Task C1T3(B)

[Not presently applicable to NIB]. The CNA shall develop supplemental procedures for evaluating and selecting NPAs on a competitive basis in accordance with 41 CFR 51-3.4 and the applicable Commission policy.

C. Sub Task C1T3(C)

The CNA shall develop a project tracking tool that identifies any anticipated PL additions over an upcoming 24-month period. The project tracking tool shall be a data display as required under C3T2(A). Interim pipeline report/current report process will suffice pending further DWG efforts in this area.

Task IV. Provide Necessary Data for PLIMS Transaction Reports (Function 8).

A. Sub Task C1T4(A)

The CNA shall facilitate maintenance, currency, and reconciliation of the Procurement List by monthly displaying the Commission's most recent products and services extract and shall provide additional information on inactive pricing and continued service performance. The report shall be included in a data display as required under C3T2(A). Interim: report process remains as-is pending further DWG efforts.

B. Sub Task C1T4(B)

The CNA shall support maintenance of the Procurement List by annually providing a report on replacement products, including ordering volume or frequency and NPA production capability. The report shall be included in a data display as required under C3T2(A). Interim: report process remains as-is pending further DWG efforts.

C. Sub Task C1T4(C)

The CNA shall support the Commission's Co-Branding Program in accordance with Operations Memo 22, including a quarterly, interactive report depicting the currency of co-brand agreements and any expired or expiring agreements. The report shall be included in a data display as required under C3T2(A). Interim: report process remains as-is pending further DWG efforts.

D. Sub Task C1T4(D)

Planning: No later than one year from date of this Agreement the CNA shall explore and present to the Commission analysis of possible solutions that could allow DeCA to purchase AbilityOne products directly, with or without implicating the Procurement List, that streamlines DeCA's product procurement and delivery and meets all legal requirements, while retaining and maintaining employment of individuals who are blind or have a significant disability.

E. Sub Task C1T4(E)

Reporting: Quarterly, the CNA shall submit to the Commission the master file of Military Resale products from the Defense Commissary Agency for reconciliation and review. Interim process remains as-is pending C1T4D completion.

SECTION D: COMPLIANCE, OVERSIGHT, EMPLOYEE CAREER DEVELOPMENT

Task I. Implement an Effective Compliance Program as Required Under Policy 400, including Inspections and Technical Assistance Visits (Function 6).

A. Sub Task C2T1(A)

The CNA shall establish the qualification assessment system(s) and secure the professional staff resources necessary to generate complete and timely NPA compliance assessments in accordance with Commission Policies 51.400 and 51.407, and Procedure 51.407-01.

Task II. Reporting Requirements for Compliance Program Outcomes (Function 5).

A. Sub Task C2T2(A)

Establish system(s) to report compliance program outcomes, which, based upon approved triggering data/performance elements, identifies "risk" NPA, lines of business, work sites, etc. "Work site" is defined as the location where an employee typically performs duties.

Task III. Assess and Ensure Progress Regarding Employee Career Development (Functions 6 and 8).

A. Sub Task C2T3(A)

Assess the capability and capacity of each NPA to provide Employee Career Development as described in Policy 51.405 and shall submit recommendations for extensions that should be provided to NPAs as described in Policy 51.405. The CNA shall use qualified internal or third-party personnel to perform the assessment, that the Commission has verified meets the Commission's qualified professional standards, which shall be completed by September 30, 2025.

B. Sub Task C2T3(B)

Beginning October 1, 2025 (FY 2026), as a part of the CNA's Compliance Program, evaluate the Employee Career Development activities of NPAs that did not receive an extension in accordance with Policy 51.405, and provide technical assistance to NPAs that received an extension. The evaluations shall be performed by qualified internal or third-party personnel, that the Commission has verified meets the Commission's qualified professional standards.

C. Sub Task C2T3(C)

The CNA has provided Technical Assistance through qualified internal or third-party personnel to (negotiable) percentage NPAs that received an extension pursuant to Policy 51.405.

Task IV. Facilitate the Commission's Resolution of OIG Compliance and Data Audit Findings

A. Sub Task C2T4(A)

The CNA shall timely provide to the Commission all audit reports, including findings and/or recommendations, resulting from an audit (or other review) of the CNA by a Federal entity's Office of Inspector General (OIG).

B. Sub Task C2T4(B)

The CNA shall take appropriate steps to resolve any audit findings from the OIG. The CNA will engage collaboratively with the Commission, respond to any concerns raised by the Commission, and provide the rationale for the corrective or other actions that it takes.

C. Sub Task C2T4(C)

The CNA agrees to assist the Commission, when requested, to provide documents, records, and information within its custody and control in a timely manner. Timely will depend on the nature and scope of the requested information, but the CNA will employ good faith and commercially reasonable efforts to provide the requested materials. The CNA will also provide operational and other appropriate assistance to the Commission, when requested and consistent with available resources.

SECTION E: GOVERNANCE & PROGRAM ADMINISTRATION

Task I. Provide Information Regarding Customer Satisfaction and Contract Performance (Function 7).

A. Sub Task C3T1(A)

The CNA shall develop, for Commission approval, procedures for collecting information about quality complaints (41 C.F.R. § 51-6.11) and for providing that information to the Commission.

B. Sub Task C3T1(B)

The CNA shall provide customer complaint procedures for Commission approval within 180 days of the Agreement's execution date. The CNA shall begin conveying customer complaint information to the Commission in accordance with Commission-approved procedures within 30 days of Commission approval.

C. Sub Task C3T1(C)

On an annual basis, the CNA will provide a summary report of performance-related challenges, trends, and recommendations for changes. The report shall be included in a data display as required under C3T2(A).

D. Sub Task C3T1(D)

The CNA shall support the Commission's ABOR and AbilityOne Program training, including outreach to Federal entity ABOR members, independently or in cooperation with the other CNA(s).

Task II. Establish and Implement a System to Collect and Report NPA Required Data (including digital interface capability) (Function 8).

A. Sub Task C3T2(A)

The CNA shall develop web-based, comprehensive data visualization tools (dashboards) that are accessible and Section 508-compliant, and accurately depict AbilityOne Program-level data, NPA contract performance data, NPA compliance data, any CNA-specific reporting data; and NPA employee qualification and employee career development data.

B. Sub Task C3T2(B)

No later than 180 days after this Agreement is signed, the CNA shall present the prototype of each required dashboard (defined as a reasonable demonstration of the desired end-state

capability), the sources of data (including relevant data streams) populating the dashboard, the underlying structure supporting the dashboard (database type(s), etc.), estimated annual costs to operate the dashboards (including personnel) and the proposed schedule for routine updates (data refresh) for each dashboard.

C. Sub Task C3T2(C)

Based on Commission priorities, and no later than 180 days from completion of C3T2(B), the CNA shall ensure that each required dashboard is operational in accordance with prototype approved by Commission at C3T2(B).

D. Sub Task C3T2(D)

The CNA ensures that all applicable dashboards and their underlying data sets are current and updated according to the data update schedule provided by the CNA and in agreement with the Commission.

E. Sub Task C3T2(E)

Planning: For information collection requirements within this Agreement reasonably implicating the Paperwork Reduction Act (*see* 5 C.F.R. § 1320), the CNA shall identify the applicable information requests in advance of making the request and coordinate those information collection efforts with the Commission to ensure PRA compliance.

Task III. Provide Other Required Reports & Trend Analyses (Function 8). **[RESERVED]**

Task IV. Coordinate Program-Specific Communications (Functions 1, 7, 8).

A. Sub Task C3T4(A)

The CNA shall provide an annual Program Communications Plan to the Commission in accordance with Commission Policy 51.303, and the Procedures therein.

B. Sub Task C3T4(B)

The CNA shall develop procedures for conducting studies, research, and evaluations for which utilization of Program Fee is intended to support that is in accordance with Commission Policy 51.212 and contained in the CNA's annual PPRE.

C. Sub Task C3T4(C)

By September 1 of each fiscal year, and for the upcoming calendar year, the CNA shall provide an advertising plan and a proposed calendar of AbilityOne Program-related advertising,

including estimated costs, consistent with applicable Commission Program Fee policies and contained in the CNA's annual PPRE.

SECTION F: PERFORMANCE MEASURES

The Performance Measures (PM), depicted below by Major Category with Accompanying Tasks (and applicable Function), reflect the negotiated performance expectations of the Commission, and the year-to-year performance goals of the CNA. The general performance criteria are Meets, Does Not Meet, or Qualitative. In some Meets/Does Not Meet criteria, however, the (*) indicates the Commission’s evaluation may also contain qualitative discussion. **Bold text** indicates that the PM does not adhere to the Sub Task until final issuance of a Commission Policy. On final Policy issuance, this Agreement will be modified to clarify applicability of the PM to the Sub Task and provide a revised target completion date, if applicable.

PROCUREMENT LIST SUPPORT & OPPORTUNITY GROWTH

Task I. Maintain Legacy Lines of Business (Functions 1, 2, 3).

Sub Task	Performance Measurement	Evaluation Criteria
C1T1(A)	The CNA developed sufficient policies and procedures to meet the requirements of this Sub Task.	Meets/Does Not Meet*
C1T1(B)	The CNA developed sufficient policies and procedures to meet the requirements of this Sub Task.	Meets/Does Not Meet
C1T1(C)	The CNA accomplished at least a 90% acceptance/approval rating (not more than 10% rejections).	Meets/Does Not Meet
C1T1(D)	The CNA developed the applicable CDP transition plans and procedures that are appropriately aligned.	Meets/Does Not Meet*
C1T1(E)	The CNA successfully transitioned operational control of the CDP from the Commission to the CNA within 1 year of the date Commission approved the CNA’s policies and procedures as outlined in C1T1(D).	Meets/Does Not Meet*
C1T1(F)	The CNA administered and managed the BSC Program in accordance with the Commission approved policy and procedures.	Meets/Does Not Meet*

C1T1(G)	The CNA provided the report required by this Sub Task.	Meets/Does Not Meet
C1T1(H)	The CNA administered and managed the eCommerce Program	Meets/Does Not Meet
C1T1(I)	The CNA operated the AbilityOne Seller Central Account in accordance with the MOU.	Meets/Does Not Meet

Task II. Grow New Lines of Business (Functions 1, 2, 3).

Sub Task	Performance Measurement	Evaluation Criteria
C1T2(A)	The CNA annually provided the revolving business outlook to the Commission by the required date.	Meets/Does Not Meet*
C1T2(B)	The total number of projects proposed for PL addition during the fiscal year included at least 25% (measured in transactions, FTEs, or direct labor hours) in new lines of business.	Qualitative
C1T2(C)	The CNA provided technical assistance to their associated NPAs developing new lines of business.	Meets/Does Not Meet*
C1T2(D)	The CNA provided the required report.	Meets/Does Not Meet

Task III. Recommend NPA(s) for Authorization by the Commission (Function 4).

Sub Task	Performance Measurement	Evaluation Criteria
C1T3(A)	The CNA developed appropriate NPA selection and recommendation procedures and submitted the procedures for Commission approval.	Meets/Does Not Meet
C1T3(B)	The CNA developed appropriate NPA selection and recommendation procedures and submitted the procedures for Commission approval.	Meets/Does Not Meet
C1T3(C)	The CNA developed the project tracking tool that meets the requirements of this Sub Task.	Meets/Does Not Meet Exceeds: realistic projections > 24 months

Task IV. Provide Necessary Data for PLIMS Transaction Reports (Function 8).

Sub Task	Performance Measurement	Evaluation Criteria
C1T4(A)	The CNA meets this requirement by displaying the data within the time required. Efforts of the DWG may impact this PM.	Meets/Does Not Meet*
C1T4(B)	The CNA provides the report as required.	Meets/Does Not Meet*
C1T4(C)	The CNA provided the report and supported the Co-Branding Program as required.	Meets/Does Not Meet*
C1T4(D)	The CNA developed a satisfactory business approach meeting the requirements of this Sub Task.	Meets/Does Not Meet*
C1T4(E)	The CNA developed a satisfactory business approach meeting the requirements of this Sub Task.	Meets/Does Not Meet*

COMPLIANCE, OVERSIGHT & EMPLOYEE CAREER DEVELOPMENT

Task I. Qualification Assessment Plan (Function 6).

Sub Task	Performance Measurement	Evaluation Criteria
C2T1(A)(1)	The CNA’s fiscal year NPA qualification assessment plan is due by September 15 (covering the subsequent fiscal year). Efforts by the DWG may impact this PM.	Meets/Does Not Meet*
C2T1(A)(2)	Timely, complete NPA qualification assessments beginning in FY 2025 and with 100% of NPAs assessed each year beginning in FY 2026, to include findings, violations, and concluded corrective action, supported by records. Efforts by the DWG may impact this PM.	Meets/Does Not Meet*
C2T1(A)(3)	The final results of NPA qualification assessment(s), to include closed corrective action, within ten (10) business days of the assessment and/or corrective action closure.	Meets/Does Not Meet

C2T1(A)(4)	The CNA's End of Year NPA Qualification Assessment Analysis is due no later than January 31 of each year.	Meets/Does Not Meet
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Task II. Reports (Function 5).

Sub Task	Performance Measurement	Evaluation Criteria
C2T2(A)(1)	A quarterly report: NPA Procurement List Project Phase-In report, ODLH Ratio compliance report, NPA entering/departing Program report, and open/pending NPA corrective action report.	Meets/Does Not Meet
C2T2(A)(2)	The CNA's assessment of NPA Annual Representations & Certifications no later than December 1 of each year.	Meets/Does Not Meet

Task III. Assess & Ensure Progress on Employee Career Development (Function 5).

Sub Task	Performance Measurement	Evaluation Criteria
C2T3(A)(1)	The CNAs shall commence the assessments (a) no later than one month after the Commission issues written notice of the qualification standards for the qualified professionals, if the CNA has in-house resources, or (b) no later than 60 days if the qualified personnel are not presently on staff (unless the CNA provides notice that 60 days is insufficient to staff the requirement). Additionally, the Commission has verified that the personnel meet the necessary qualifications standards as described in the written notice.	Meets/Does Not Meet*
C2T3(A)(2)	By the EOFY25, the CNA has reasonably assessed the readiness of its qualified NPAs.	Meets/Does Not Meet*
C2T3(A)(3)	The CNA has submitted quarterly recommendations to the Commission of the NPAs that should be granted an extension to implement Employee Career Development, with all recommendations submitted by EOFY25.	Meets/Does Not Meet*

Sub Task	Performance Measurement	Evaluation Criteria
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C2T3(B)(1)	By September 30, 2025, the CNA has secured the qualified internal or third-party personnel to perform the evaluations, and the Commission has verified that the personnel meet the necessary qualifications standards as described in Commission Policy 51.405.	Meets/Does Not Meet
C2T3(B)(2)	The CNA’s compliance reviews include an evaluation of an NPA’s Employee Career Development activities that conforms to Policy 51.405.	Meets/Does Not Meet
C2T3(C)	To be agreed upon by the Parties on completion of C2T3(A)(2).	Qualitative

Task IV. Facilitate the Commission’s Resolution of OIG Compliance and Data Audit Findings (Functions 6, 8).

Sub Task	Performance Measurement	Evaluation Criteria
C2T4(A)	The CNA provided the OIG report and findings and/or recommendations to the Commission within 15 days of issuance.	Meets/Does Not Meet
C2T4(B)	The CNA took or is currently taking appropriate steps to resolve OIG audit findings or to implement recommendations regarding the CNA’s NPA compliance program, or other administrative or relevant area of operations.	Qualitative
C2T4(C)	The CNA timely provided documents, records, information, and operational or other assistance needed to materially assist the Commission.	Qualitative

GOVERNANCE & PROGRAM ADMINISTRATION

Task I. Provide Information Regarding Customer Satisfaction and Contract Performance (Function 7).

Sub Task	Performance Measurement	Evaluation Criteria
C3T1(A)	The CNA provided the required policies/procedures on implementing Corrective Action Plans.	Meets/Does Not Meet
C3T1(B)	The CNA met this Sub Task as required.	Meets/Does Not Meet

C3T1(C)	The CNA provided the summary as required. Efforts of the DWG may impact this PM.	Meets/Does Not Meet*
C3T1(D)	The CNA adequately supported the Commission's ABOR and AbilityOne Program training.	Meets/Does Not Meet*

Task II. Establish & Implement a System to Collect and Report NPA Required Data (including digital interface) (Function 8).

Sub Task	Performance Measurement	Evaluation Criteria
C3T2(A)	The CNA developed, or has made significant progress towards developing, the required data visualization tools. Efforts of the DWG may impact this PM, including approval of required forms by the Office of Management and Budget (OMB).	Qualitative
C3T2(B)	The CNA has provided a Commission approved system to collect and report NPA required data. Efforts of the DWG may impact this PM.	Meets/Does Not Meet*
C3T2(C)	The CNA has provided a Commission approved system to collect and report NPA required data. Efforts of the DWG may impact this PM.	Meets/Does Not Meet*
C3T2(D)	The CNA ensured that all dashboards were updated timely and in accordance with the approved update schedule. Efforts of the DWG may impact this PM.	Qualitative
C3T2(E)	The CNA appropriately coordinated with the Commission on information requests.	Meets/Does Not Meet*

Task III. Provide Other Required Reports & Trend Analyses (Function 8).

Sub Task	Performance Measurement	Evaluation Criteria
	[<i>SECTION RESERVED</i>]	

Task IV. Coordinate Program-Specific Communications (Functions 1, 7, 8).

Sub Task	Performance Measurement	Evaluation Criteria
C3T4(A)	The CNA provided the annual Program Communications Plan as required.	Meets/Does Not Meet*
C3T4(B)	The CNA developed the required procedures.	Meets/Does Not Meet*
C3T4(C)	The CNA provided the annual calendar of proposed AbilityOne Program-related advertising by the required date.	Meets/Does Not Meet*

SECTION G: AGREEMENT ADMINISTRATION

I. Term of Agreement

The period of performance of this Agreement is **THREE (3) YEARS** from the date this Agreement is signed. The Parties may extend the term of this Agreement by mutual agreement not later than the last day of the performance term. 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 this Agreement. The preliminary notice of intent to extend does not commit the Commission to an extension, nor does the failure to provide the preliminary written notice preclude the Parties from extending the Agreement. Nothing in this clause precludes the CNA from seeking extensions to this Agreement under 2 C.F.R. § 200.308(f)(10).

II. Definitions

In this Agreement and in the CNA's dealings with the Commission, the terms: budget, budget period, cognizant agency for indirect costs, cooperative agreement, continuation funding, cost objectives, disallowed costs, expenditures, Federal agency, Federal award, fixed amount award, indirect cost, internal control, nonprofit organization, prior approval, program income, project cost, property, real property, recipient, and termination are defined in accordance with 2 C.F.R. § 200.1. Other AbilityOne Program-specific terms not within 2 C.F.R. § 200.1 are defined in 41 C.F.R. § 51-1.3 or applicable Commission Policy. The Parties agree that all other terms used in this Agreement, unless expressly defined herein, shall have their plain and ordinary meaning and usage.

III. Projected Program Related Expenditures

No later than August 1 of any calendar year, the CNA shall submit its Projected Program Related Expenditures (PPRE) request to support the Commission's Program Fee determination, in both MS Excel and MS Word formats. The PPRE concerns the Program Fee subject to the requirements of 2 C.F.R., Part 200, and is separate and apart from an annual operating budget approved by the CNA's Board of Directors that may contain unrelated expenditures. The CNA's annual PPRE should, in accordance with Commission Policy 51.302, reasonably estimate the upcoming expectant and appropriate costs of the required Functions and Major Categories of Accompanying Tasks in this Agreement. The Commission shall review the CNA's PPRE in accordance with Commission Policy 51.302, and either accept the PPRE within 60 calendar days of submission or return the PPRE if the PPRE requires additional information.

For prospectus, early submission of area-specific budget outlines for advanced visibility are permissible and encouraged, but the Parties agree that early outline submissions do not constitute the CNA's required PPRE submission. Unexpended Program Fee reserve amounts shall be proposed and justified in each PPRE and approved by the Commission. Finally, costs, actual or proposed, implicating 2 C.F.R. §§ 200.434 and 200.435 shall not be allowed under this Agreement. Program income earned under this Agreement shall only be used to further the purposes of this Agreement in accordance with 2 C.F.R. § 200.307 and shall be disclosed to the Commission during the PPRE submission process together with the CNA's stated preference from § 200.307(b). Unexpended program income remaining after this Agreement expires shall be used to further the intended purposes of this Agreement.

IV. Mandatory Disclosures

Mandatory disclosures under this Agreement shall be made to the Commission in accordance with 2 C.F.R. § 200.113. In addition to 2 C.F.R. § 200.113, the CNA shall disclose to the Commission, in writing and within five (5) business days of obtaining credible evidence, that it or one of its associated AbilityOne-participating NPAs has potentially engaged in either violations of Federal criminal law or the civil False Claims Act related to its participation in the AbilityOne Program, to the extent permitted by law or not otherwise advised against by an investigating official.

V. Internal Controls & Remedies for Non-Compliance

As defined in 2 C.F.R. § 200.1, and in accordance with 2 C.F.R. § 200.303(a), the CNA shall maintain (or establish where absent) the necessary internal controls to ensure compliance with the JWOD Act, the Commission's implementing regulations at Title 41 C.F.R. Chapter 51, other applicable Federal statutes, regulations, Executive Orders and policies, and the Commission-issued policies and guidelines. The CNA shall annually assess and evaluate its internal controls to ensure the controls effectively monitor successful performance of this Agreement and avoids potential for fraud, waste, abuse, and corruption. Remedies for non-

compliance with the U.S. Constitution, Federal statutes, Federal regulations, or terms of this Agreement may include, but are not necessarily limited to, the remedies set forth in 2 C.F.R. § 200.339.

VI. Financial Statement Audit

The Parties agree that for the purpose of this Agreement, a program specific audit as set forth at 2 C.F.R. § 200 Subpart F, particularly §§ 200.501 and 507, shall be the preferred audit methodology utilized to satisfy the audit requirements. Absent the availability of a program specific guide, the parties further agree that any such audits shall be in accordance with Commission Policy 51.302. As such, the CNA must prepare a financial statement for the Federal program that includes, at a minimum, a schedule of expenditures of Program Fees, including notes of significant accounting policies, a summary of prior audit findings and corrective action plans. The CNA shall act upon all recommendations that may result from any program specific audit conducted under this Agreement. The CNA shall annually complete their audit no later than March 31 and shall provide the Commission with a copy of each audit, associated corrective actions, supporting financial information, and pertinent related correspondences.

VII. Business Ethics and Conflicts of Interest

The Parties agree that FAR Clause 52.203-13, *Contractor Code of Business Ethics and Conduct* (Nov 2021), is incorporated into this Agreement in its entirety, and the requirements of that Clause are binding on the CNA. Additionally, the CNA shall maintain established policies and procedures that ensure that Boards and officers understand and uphold their fiduciary responsibilities while avoiding any instances that reflect a real or apparent conflict of interest, assets are managed properly, and the designated responsibilities under the AbilityOne Program are implemented in accordance with the JWOD Act and all other applicable laws, regulations, policies, procedures, and guidance. The CNA shall annually train all CNA employees who support the AbilityOne Program on their internal business ethics and conflicts of interest policies. Annually, the CNA shall publish the names and biographies of its Board members on its public website.

VIII. CNA Board Governance

The CNA shall require executive leadership and Board members to annually disclose and certify Board members' personal interests that may be affected by CNA and AbilityOne Program business and transactions and the decisions of the Board. The CNA shall publish a summary of its annual disclosures on its public website by July 1 or within thirty (30) days of any change to Board membership, a Board of Directors Disclosure Report in the historical format under the predecessor Agreement, except that the Disclosure Report shall also include the complete list of the CNA's Board of Directors. The CNA shall also maintain records indicating recusal of Board members and the reason for the recusal.

To avoid the appearance of an impropriety and improper influence, the composition of the CNA's Board of Directors shall not be composed of current CNA employees other than the CEO in a non-voting *ex Officio* capacity, have no greater than 40% composition of voting Directors from current AbilityOne Program NPAs, not be composed of less than 25% people who are blind or disabled, and shall actively seek participation by people who are blind or have disabilities. Additionally, the CNA shall ensure board officer positions (Chair, Vice-Chair) are not filled by AbilityOne Program NPA executives, that no CNA executive(s) (i.e. VPs and above) serve as board members of AbilityOne Program NPAs, and that no CNA executive(s) (i.e. VPs and above) serve as board members of associations representing AbilityOne program NPAs.

The CNA shall also ensure that no presidents of associations representing AbilityOne Program serve as voting board members of the CNA. The CNA shall maintain an audit committee to oversee the CNA's financial affairs, including audits conducted by an independent auditing firm. Finally, the CNA shall provide the Commission with applicable Board meeting minutes from an open meeting of the Board when requested by the Commission; however, the Commission is not entitled to any minutes from any portion of a meeting conducted in executive session or protected by the attorney-client privilege.

IX. Lobbying

All lobbying efforts undertaken by the CNA involving expenditure(s) of Program Fee are subject to the requirements, prohibitions, and exceptions of 2 C.F.R. § 200.450. In accordance with 2 C.F.R. § 200.102(c), the Commission has determined that lobbying efforts by the CNA within the context of supporting, improving, or modernizing the AbilityOne Program are excluded from the restriction in § 200.450(c)(1)(iii)(b). Questions or disagreements over a CNA's proposed or actual lobbying activities shall be resolved in accordance with 2 C.F.R. § 200.450(5)(iii), and/or the applicable disallowed cost appeal procedures.

X. Cost Principles, Cost/Issue Resolution & Contracting

The CNA's proposed and incurred costs under this Agreement are governed by 2 C.F.R. 200, Subpart E. Although not generally applicable to fixed amount awards in 2 C.F.R. § 200.101(b)(4), for consistency, clarity, predictable cost treatment as a best practice, and the inherent complexity of the fixed amount award year-to-year, the Commission has determined, in accordance with 2 C.F.R. § 200.102(c), the cost principles from Subpart E, other than those enumerated in 2 C.F.R. § 200.101(b)(4), are applicable to and incorporated into this Agreement, and in accordance with Commission Policy 51.302.

In accordance with 2 C.F.R. § 200.342, objections to a Commission determination on allowable costs by the CNA, or requests for hearings or appeals on matters within the scope of this Agreement shall be referred to the Commission's Ombudsman. The CNA shall provide a written statement in support of the position on a disallowed cost, or other Agreement matter that is in

dispute, which shall be reviewed by the Ombudsman, and who shall render a written determination and a recommended resolution on the disallowed cost, or other matter, to the Executive Director. A CNA's proposed or actual Program Fee expenditures for subcontracts awarded to an NPA under 41 C.F.R. § 3.2(k) for products and services on the Procurement List, or otherwise required for operational support of the AbilityOne Program, are excepted from the contracting requirements of 2 C.F.R., Part 200 in accordance with 2 C.F.R. § 200.102(c).

XI. Excess Program Fee Revenue & Authorized Reserve

A CNA's Program Fee revenue exceeding Program Fee expenditures in any performance period does not constitute profit in accordance with 2 C.F.R. § 200.400(g) and shall be in accordance with Commission Policy 51.302. A CNA's authorized levels of reserves shall be set forth in accordance with Commission Policy 51.302.

XII. Commercial Lines of Business

The use of Program Fee by the CNA for commercial efforts (those efforts not directly related to the Procurement List, the JWOD Act, or compliance with Commission regulations, policies and procedures) is authorized but only to the extent the commercial efforts are substantially intended to have a direct benefit to the Program mission. New and continuing commercial efforts utilizing Program Fee shall be depicted within the CNA's annual PPRE request. Unless otherwise excepted or approved by the Commission through the CNA's PPRE, or approval of a separate request and justification, commercial efforts that detract from the CNA's performance or commercial efforts that lose their intended benefit(s) to the AbilityOne Program are generally disallowed under this Agreement. For all commercial efforts under this clause, the CNA shall provide business plans for new efforts and an update on continuing efforts commensurate with the CNA's PPRE request, or as otherwise directed within an applicable Commission policy.

XIII. Policies and Guidance Documents

The parties agree that the applicable versions of any referenced policies, procedures, work instructions or other guidance (collectively, "Guidance Documents") are those published at the time the CNA executes this Agreement. In the event of a modification to any such Guidance Document, or the introduction of a new Guidance Document that materially affects any part of this Agreement, the Commission agrees to the following procedure: (i) the Commission shall, to the maximum extent practicable, notify the CNA at least sixty (60) days prior to such becoming effective, (ii) the CNA shall have no less than thirty (30) days to provide written comments describing any concerns or potential impacts on the CNA or the NPAs, and (iii) the Commission agrees to review and consider all such comments prior to publication, and provide a written response.

XIV. Data Rights

The CNA may utilize Program Fee to conduct studies, analyses, evaluations, test data, research, pilots, or similar work related to (i) the AbilityOne Program or (ii) other matters related to the employment of people who are blind or visually impaired in accordance with Commission policy and procedures. Any reports, data, research results or other information yielded from such activities shall be the property of the CNA in accordance with 2 C.F.R. § 200.315.

In accordance with 2 C.F.R. § 200.315(d), the Commission shall have unlimited rights to obtain, reproduce, publish, or otherwise use the data produced in support of the Program. The Commission also reserves the right to authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes. In the event that access to a CNA's IT systems is required to meet the requirements of this Agreement, the Parties agree to enter into a separate agreement. Data rights include but are not limited to financial, demographic, CNA and NPA performance, and other Program-related data produced under the Federal award.

Any such studies, analyses, evaluations, test data, research, pilots, or similar work at the request of the Commission that require the CNA to contract with third parties shall include rights in data language that provides the Commission with the same use and data rights in this Agreement. Nothing in this Agreement shall be construed as limiting or impacting any data rights of the CNA or the CNA's right, or obligation, to maintain the confidentiality and ownership of proprietary information and processes. The Parties agree that all such data gathering and access to that data shall be in accordance with applicable law.

XVI. Modification & Termination

(a). When applicable, the Commission may unilaterally modify this Agreement to make administrative changes, to provide informational and administrative updates to this Agreement or to resolve any conflicts resulting from a change to an applicable Commission regulation. Revisions resulting from policy issuances or changes are subject to the provisions of Section G, Clause XIII. Because of the need for an annually approved PPRE, the Commission has determined in accordance with 2 C.F.R. § 200.102(c), that extensions under 2 C.F.R. § 200.308 are not allowed under this Agreement per § 200.308. All other modifications shall be made bilaterally and in writing, including extending any period of performance of this Agreement. In the event of termination, the CNA may collect any and all Fees or other charges accrued but not yet collected from an NPA through the effective date of the termination. Notwithstanding any other provision in this Agreement, prior to termination, the Parties agree to work cooperatively in good faith to address any concerns or proposed grounds for termination

(b). The Commission shall ensure that Appendix C to this Agreement contains a rolling summary of modifications, which includes the date of modification, and a listing, by section, of

changes made within a modification. Termination of this Cooperative Agreement shall be in accordance with 2 C.F.R. §§ 200.340 and 200.341. Except for the reasons in 200.340(a)(1) the parties agree to an administrative winding down period of 180 calendar days for the termination date to be effective, which shall be the effective date for the purposes of collecting Program Fee under 41 C.F.R. § 51-3.5. However, termination of this Agreement shall result in disallowance of Program Fee collection after the effective date of termination of this Agreement as required by the Consolidated Appropriations Act of 2016.⁴

XVI. Unified Points of Contact

The Commission's Agreement Officer shall be the point of contact for administrative matters related to this Agreement, including overall Agreement compliance, the CNA's PPRE and other financial matters. The Subject Matter Expert points of contact below shall be the CNA's POC for issue-specific Major Task areas. Questions or issues not within a broad area below shall be referred to the Agreement Officer for the relevant point of contact. The Commission shall update this information as needed.

Director, Business Operations: all Procurement List, PLIMS, CDP, and DeCA/MR.

Agreement Officer: Business Development/AbilityOne Representative (ABOR).

Strategic Communications & Government Affairs: all AbilityOne Program communications.

Director, Oversight & Compliance/Data Working Group: all data and compliance-related Sub Tasks.

XVII. Dispute Resolution

In the event of a dispute relating to this Agreement, including specific disputes related to the provisions of 2 C.F.R., Part 200 (unless otherwise excepted therein), the matter will initially be referred to the Commission's Agreement Officer. The CNA shall provide a written statement in support of its position on the issue to the Agreement Officer. The Agreement Officer will then schedule a meeting with the CNA to discuss a resolution of the issue within ten (10) business days of the submission, unless the Agreement Officer determines that he or she agrees with the CNA's position. In the event the dispute is not resolved, the Agreement Officer shall render a written determination to the CNA within ten (10) business days. The CNA shall have the right to appeal the Agreement Officer's written decision to the Commission Executive Director whose written decision shall be final.

⁴ See n.2, *supra*.

XVIII. Related Matters

The Parties agree that Clauses referencing Commission Policy 51.302 herein shall be addressed in accordance with the Commission's November 20, 2024, response to the CNA's November 12, 2024, "Joint Letter." Commission Policy 51.302 will also contain (1) provisions for policy changes materially affecting the PPRE, the Program Fee and provide for an interactive PPRE presentation by the CNAs to the Commission, and (2) provisions for excess Program Fee and Reserves. The Parties further agree that substantive changes to Commission Policy 51.302 impacting this Agreement shall be incorporated through bilateral modification.

SECTION H: ADDITIONAL CLAUSES & PROVISIONS

I. Severability

If any term, covenant, or provision of this Agreement is determined to be invalid or unenforceable, the invalidity or unenforceability of that term, covenant, or provision will not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

II. Force Majeure

Performance by either party under this Agreement is excused during the period such performance is prevented or delayed by Government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the Agreement is executed.

The Commission may provide exceptions to the requirements in this Agreement, including the Performance Measures, due to unforeseeable causes beyond the control and without the fault or negligence of the CNA. Such causes may include force majeure (acts of God) or public enemy; acts of Government in its sovereign or contractual capacity; acts of another contractor performing a contract with the Government; fires; floods; epidemics or pandemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both contractors and subcontractors. The CNA shall provide data related to any such unforeseeable cause to the Commission. All data will be reviewed quarterly for impacts attributed to such unforeseeable cause either directly or indirectly. The cause and effect must be clearly articulated and will be taken into consideration when calculating performance measurements for the duration of the unforeseeable cause.

III. Captions

Captions and headings announcing sections of this Agreement are solely for the convenience of the Parties and are not intended and should not be construed to form part of this Agreement and are not to be used for the interpretation or to determine validity of the applicable section(s).

IV. Counterparts

This Agreement may be executed in counterparts. Facsimile or copied signatures are to be deemed original signatures.

V. Assignment

The CNA shall not assign this Agreement without the written consent of the Commission, such consent not to be unreasonably withheld.

VI. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter within. Other than the current version of the Cooperative Agreement, as modified, the Parties agree there are no prior and pre-existing agreements and understandings between them with respect to the purposes of this Agreement.

VII. Nature of Relationship

Nothing in this Agreement is intended or is to be deemed to create a partnership or joint venture between the Parties.

VIII. No Waiver

No waiver or modification of any of the terms of this Agreement will be valid unless in writing and agreed to by both parties. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default.

IX. Representation on Authority of Parties/Signatories

Each person signing this Agreement represents and warrants that he or she is duly authorized as the representative for his or her respective party and has legal capacity to execute this Agreement. Further, each Party represents and warrants to the other that upon the execution of this Agreement, the Party enters into this Agreement of its own free will and volition and was not coerced nor under duress at the time of executing this Agreement. The Parties, by signature, affirm this Agreement is a valid and legal agreement and binding on such Parties and enforceable with its terms.

X. Governing Law

This Agreement shall be governed by the Federal laws of the United States.

XI. Approvals

The effective date of this Agreement is the last date of signature below.

SECTION I. Signatures

For the Commission:

Kimberly M. Zeich, Executive Director

Date

For National Industries for the Blind:

Soraya Correa, President and CEO

Date

APPENDIX A

AbilityOne Program Required Reports

This Appendix is current as of December 16, 2024

The Data Working Group (DWG) shall determine what reports are required from the clauses, any CNA-specific reports required, which reports are a function of a Task/Performance Measure, the presentation format of each report (data dashboard, manual submission, on request), and the update schedule for each required report. The DWG's completed list of deliverable reports will be included as Appendix A.

TO BE COMPLETED		

APPENDIX B

Data Dashboard Table and Update Schedule

This Appendix is current as of December 16, 2024

In accordance with the applicable Functions and Tasks herein the following Table depicts the Data Dashboards the CNA shall utilize to present data required by this Agreement.

TO BE COMPLETED				

APPENDIX C

Cooperative Agreement Modification History

This Appendix is current as of December 16, 2024