

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
SourceAmerica
8401 Old Courthouse Road
Vienna, VA 22182

Concerning

Cooperative Agreement #001

Change in Agreement Term: N/A

Change in Award Fee Pool: N/A

Effective Date: July 31, 2017

For SourceAmerica

_____/s/_____/7/31/17_____
STEVE SOROKA Date
Chief Executive Officer and President
SourceAmerica

_____/s/_____/7/31/17_____
SHELLY HAMMOND 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. 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 20 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 6, 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 (JWOD) Act, 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 Act 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 Act.”

4. 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.
5. Page 16, para 3.2.2. CNA Board Governance; Narrative revised to adjust deliverable due date for Board of Directors Disclosure Report from “no later than August 15 each year, or within 30 days of any change to the CNA’s board membership” to “no later than August 15, 2017, and annually, no later than May 15, beginning in 2018, or within 30 days of any change to the CNA’s board membership.”
6. Page 17, para 3.2.3.1 Internal Control Reporting; Narrative revised to adjust deliverable due date for Annual Internal Control Reporting from, “annually, no later than June 1, beginning in 2017,” to “annually, no later than September 1, beginning in 2018.”
7. Page 19, NEW Section 3.2.4.2.3.; New paragraph added, “Expenditures. The CNA shall provide an annual report of AbilityOne expenditures no later than June 1. This report shall provide annual detail of: previous year’s expenditure results; previous year’s

budget; current year's projected results; current year's budget; and next year's draft budget. The line item detail to be provided shall include: AbilityOne Program support for the efforts of the Commission; NPA financial support; compensation & benefits; travel and meetings; professional services; training; advertising and promotion; other operating expenses; and expenses reportable by the Consolidated Appropriations Act of 2016. Notwithstanding the stated due date, the Commission has the discretion to request such reports and additional details as needed.

The CNA shall also provide an annual summary report of the CNA expenditures for the prior year that are required by Congress no later than June 1. This report shall include all categories included in the quarterly CNA Expenditure Report, Section C.4.2.”

8. Page 21, 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 21, 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 and 2) Cumulative Overall Ratio. These minimum reporting elements do not preclude the CNA from including additional reporting elements in the quarterly report.”
10. Page 24, para 3.3.3.7. Federal Prison Industries Partial Waiver Report.; Narrative revised to adjust deliverable due date for quarterly FPI Partial Waiver report from “no later than thirty (30) days after the end of each quarter” to “quarterly, as part of the quarterly report.”
11. Page 24, Section 3.3.3.8. Co-Brand Report; Narrative revised to change frequency of reporting from Monthly to Quarterly, no later than 15 days after the end of each quarter.
12. Page 25, Section 3.3.3.9. Replacement Products; Narrative revised to adjust date Commission will provide report from “third Thursday” to “first business day after the end of each quarter.” Further revised narrative and delivery schedule for CNA response to the Commission from “no later than ten (10) business days after receipt of the report” to “no later than fifteen (15) days after the end of each quarter.”

13. Page 25, NEW Section 3.3.3.10.; NEW paragraph added, “Manufacturing and Development (M&D) Projects. The CNA shall provide a report no later than fifteen (15) days after the end of each quarter to detail information on M&D projects. The report shall include the following elements: All nonprofit agencies currently authorized on the PL to provide M&D projects; a list of all projects offered by the government in the last two (2) years and who (government agency) offered the project; of the projects in the last two (2) years, detail which projects were accepted, who the nonprofit agency was that the project was assigned to, whether the project was for a new product, additional NSN(s), or for 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 26, NEW Section 3.3.3.11.; NEW paragraph added, “Contract Management Administrative Support Services Associated with Contract Close Out (CMS) Projects. NIB is the designated prime contractor for the DoD CMS Projects and has responsibility to manage the CMS Program and sub-contract DoD-wide Indefinite Delivery-Indefinite Quantity Task Orders to NIB and the CNA qualified nonprofit agencies. Therefore, the CNA shall provide NIB, no later than ten (10) days after the end of each quarter, with the following information for each DoD CMS project: CNA Project#, CNA NPA ID#, NPA Name, NPA City, NPA State, 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.”
15. Page 32, 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 34, Section 3.4.6.2. Strategic Communications Annual Activities Report; Narrative revised to adjust deliverable due date from “no later than March 1, beginning in 2018,” to “no later than January 31, beginning in 2018” and require Annual Activities report to summarize selected Quarterly Activities Reports elements identified by the Commission for the preceding “fiscal” year as opposed to “calendar” year.
17. Page 35, Section 3.4.8. Plans (Strategic Communications); Narrative revised to adjust deliverable due date from “no later than June 1, beginning in 2017,” to “no later than September 1, beginning in 2017.”
18. Page 42, 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.”

19. Pages 46 through 50; Attachment One, Deliverables Schedule has been revised to include numerous changes and is replaced in its entirety.
20. Page 51, Performance Requirements Summary; Narrative revised to replace Deliverables with Reports and Performance Standard revised from 95% to 98% to align with QASP.
21. Page 54, Section E, Attachment 3, Quality Assurance Surveillance Plan (QASP), Table of Contents; Repagination from Page 50 through the end of the QASP to account for new narrative paragraphs and/or edits.
22. Page 54, Section E, Attachment 3, Quality Assurance Surveillance Plan (QASP) Enclosure 1, is clarified to establish “Satisfactory” and “Good” quality ratings under the Reports QASP element and to reduce the “Unsatisfactory” rating from less than 100% to less than 98% of reports required by the PWS are submitted on time and accurate. A “Satisfactory” rating can be achieved if the CNA ensures 98% of PWS reports are submitted on time and accurate and a “Good” rating can be achieved if the CNA ensures 98.1% to 99.9% of PWS reports are submitted on time and accurate.

QASP Element, Timely PL Addition Requests, revised to eliminate “or 4 per year” from “Unsatisfactory” quality rating and include “and no more than 1 late submission per quarter” in the “Exceptional” quality rating.
23. Page 62, 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.
24. Page 68 through 92; 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