

**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: January 25, 2017

For SourceAmerica

\_\_\_\_\_/s/\_\_\_\_\_  
STEVE SOROKA Date  
Chief Executive Officer and President  
SourceAmerica

\_\_\_\_\_/s/\_\_\_\_\_  
SHELLY HAMMOND Date  
Agreement Officer and  
Director of Policy

**SUBJECT AGREEMENT IS HEREBY MODIFIED AS FOLLOWS:**

1. The purpose of this modification is to remove inconsistencies contained in the Performance Work Statement (PWS) and the 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 13 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.
3. Page 14, Section C, para 3.1; Narrative revised to include “No later than September 1, annually, beginning in 2017” in order to clarify deliverable due date for Employment Growth Plan.
4. Page 17, Section C, para 3.2.3.1.; Narrative revised to include due date of “June 1<sup>st</sup>, beginning in 2017” in the first sentence and last sentence deleted to remove redundant due date.
5. Page 18, Section C, para 3.2.3.2.; Narrative revised to include “Annually, no later than February 15, beginning in 2018” in the first sentence and removed “on an annual basis” from last sentence.
6. Page 18, Section C, para 3.2.4.2.2.; New paragraph added “**3.2.4.2.2: Reserve.** To assure that the CNA has the ongoing financial ability to perform against this Agreement, the CNA shall provide a copy of its Reserve Policy and annual reports showing fiscal year end reserve levels of both net assets and liquid assets no later than December 31 of each year.” Deliverable added accordingly.
7. Page 19, Section C, para 3.2.5; Narrative revised to clearly define deliverable due dates and include deliverable for Proposed Allocation and Recommendation Performance Report structure and content.
8. Page 20 Section 3.3.1.3.; Narrative revised to clearly define requirement and deliverable due dates.
9. Page 20 Section 3.3.2.; Narrative changed from “level” to “specific”
10. Page 20 Section 3.3.2.1.; Narrative changed from five (5) days to ten (10) days for submission.
11. Page 21 Section 3.3.2.2. Narrative revised to clearly define deliverable due date, add “regulatory review” to first sentence, and make other clarifications required.

12. Page 21 Section 3.3.2.3.; Narrative revised due date of Risk and Financial assessment report from “as required” to “within ten (10) business days after completion of third party financial assessment.”
13. Page 22 Section 3.3.3.3.; Narrative revised to include following sentence, “This report is not submitted via PLIMS, as it is understood that the report is submitted to generate discussion and a decision at a point in time well before information is ready for entry into PLIMS.”
14. Page 23, NEW Section 3.3.3.7.; new paragraph added “**3.3.3.7. Federal Prison Industries Partial Waiver Report.** No later than thirty (30) days after the end of each quarter, the CNA shall submit to the Commission a report detailing all items added to the PL for which Federal Prison Industries has issued a partial waiver. A partial waiver is a dollar value, quantity, or period of time that is less than a total waiver.”
15. Page 23, NEW Section 3.3.3.8.; New paragraph added “**Co-Brand Report.** Monthly, the CNA shall respond to Commission supplied information detailing all items added to the PL for which a co-brand agreement has been executed. The monthly co-brand report will be provided by the Commission to the CNA on or about the first business day of each month but no later than the third business day. The report will be in the form of an email and will include four (4) elements:
- The full co-brand report as an attached spreadsheet.
  - Notations on any initial co-brand agreement that is expiring in the next six (6) months. This notation will appear monthly.
  - Notation on any extended (exercised option) co-brand agreement that is expiring in the next twelve (12) months. This notation will appear monthly.
  - A list of co-brand solicitations with expiration dates (two years from the due date for responses to co-brand solicitations).

The response, due by the 15<sup>th</sup> of each month, must include the following.

- Notification of any material changes to any executed co-brand included in the full co-brand report (spreadsheet). A material change might include a decision to terminate a co-brand agreement or an early decision to not exercise an option.
- Notification of any discrepancies found in the report.
- Co-brand Agreement amendments to exercise options must be reviewed by Commission staff at least 30 calendar days prior to the expiration of the base period of the co-brand agreement.

Any changes to the original co-brand agreement must be highlighted in the amendment to exercise option period, including changes to the list of -Procurement List items, or any other material changes to the original agreement. Exercised options must be executed and delivered to the Commission at least seven (7) calendar days prior to the expiration of the base period of the co-brand agreement.

Co-brand re-competitions must be posted to Federal Business Opportunities (FBO) no later than six (6) months prior to the expiration date of an exercised co-brand agreement option. Standard information required for co-brand agreement solicitations applies.

16. Page 24, NEW Section 3.3.3.9.; New paragraph added “**Replacement Products.** The CNA shall respond to Commission supplied information regarding replacement products. The Commission will provide the report on or about the third Thursday 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 the item that was replaced should be deleted from the PL. The CNA shall provide a response to the Commission no later than ten (10) business days after receipt of the report. The 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).”
17. Page 25, Section 3.4.1.4.; Narrative revised to include “Annually, no later than January 31” to clarify annual report due date and replaced “training content” with “training description” in last sentence.
18. Page 32, Section 3.4.6.2.; Narrative revised to include “no later than March 1, beginning in 2018,” to clarify annual activities report due date. Narrative revised to also include, “for the preceding calendar year”.
19. Page 32, Section 3.4.8.; Narrative changed to define due date of “no later than June 1”. Narrative revised to also include, “for the succeeding fiscal year”.
20. Page 33, Section 4.0; Quarterly Reporting deliverable due dates revised to “Quarterly Reports are due 45 days after the completion of 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> quarters, and 60 days after completion of 4<sup>th</sup> quarter (February 15, May 15, August 15, and November 30); Does not apply to Quarterly CNA Fees and Expenditures Reports required by Congress which shall be submitted within thirty (30) days after the end of each FY Quarter, unless otherwise defined above.”
21. Page 43, Section E; List of Attachments updated to align with attachments.
22. Pages 44 through 47; Attachment One, Deliverables Schedule has been revised to include numerous changes and is replaced in its entirety.

**\*\*END MODIFICATION\*\***