



Cooperative Agreement

Between

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

and

American Foundation for the Blind

Effective Date: November 26, 2019

COOPERATIVE AGREEMENT OVERVIEW: PHASES I - III

This 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 the American Foundation for the Blind (AFB) which is designated by the Commission as a Central Nonprofit Agency (“CNA”) upon signing this agreement.

The Commission is an independent Federal agency that administers the AbilityOne Program by authority of the Javits-Wagner- O'Day Act ("JWOD Act"), codified at 41 U.S.C. §§ 8501-8506.

Founded in 1921, the American Foundation for the Blind (AFB), herein referred to as “CNA,” addresses the needs of people who are blind or visually impaired by aiming to create an accessible and inclusive society.

The purpose of this agreement is to outline the terms and conditions of AFB’s designation as a CNA. Their first requirement as a CNA is to execute a formal study structured into a three-phase framework as follows:

- (1) Phase I: Research and Studies
- (2) Phase II: CNA Capability Development
- (3) Phase III: Transition to Full CNA Functionality

This agreement is segmented into the aforementioned phases with distinct tables of contents and specific requirements and deliverables for each phase.

This agreement provides a framework for a new CNA model in the AbilityOne Program that places the focus on increasing job placement and career advancement opportunities in knowledge-based positions. Engagement with government, nonprofit, as well as for-profit employers to develop pathways to competitive, integrated employment will be the key efforts of the CNA, especially in the areas of training and developing new lines of business.

The following terms and conditions apply to all phases and all aspects of the study and agreement:

- a) **Period of Performance:** The total duration of the agreement and corresponding phases is 60 months from the start of Phase I.
- b) **Term Extensions:** The Government may extend the term of this agreement by written notice to the CNA within 60 days before the agreement expires. The preliminary notice does not commit the Government to an extension. The government may extend the term of this

agreement by executing up to two six (6) month extensions.

- c) **Modifications:** Except as otherwise stated herein, this agreement may be modified only by a written instrument. Modifications are executed by mutual agreement of the parties.

The Commission reserves the right to make unilateral changes to the agreement as follows:

- Administrative Changes
- Quality Assurance Surveillance Plan (QASP) Changes
- Changes determined in the best interests of the government

During all phases of the agreement, the Commission reserves the right to make modifications to this agreement based upon elements that may include but are not limited to the results of the CNA's research, findings and CNA performance.

- d) **Termination:** The agreement may be terminated, in whole or in part, consistent with terms and conditions of this agreement as follows:

- By the Commission, if the CNA fails to comply with the terms and conditions of this agreement, if it is determined to be in the best interest of the Government and/or in case of rescission of the CNA designation, as described in section e) below;
- The Government will give up to 180 days' notice of termination to the other Party to ensure a seamless transition of the CNA responsibilities;
- By the CNA, upon providing up to 180 days' notice of termination to the Government; or
- Prior to termination, the parties agree to work cooperatively in good faith to address any concerns or proposed grounds for termination.

- e) **Rescission of the CNA Designation:** The Commission reserves the right to rescind the CNA designation when:

- The vetting process reveals disqualifying information;
- The Commission does not accept the CNA's research proposal for innovation; employment growth, and managing the NPAs;
- There is insufficient progress within the specified timeframe;
- Any legal or factual misrepresentations occur;
- There are significant changes in the financial or managerial condition of the CNA that impact its operation as a CNA; or
- Determined to be in the best interest of the Government by the Commission

- f) **Dispute Resolution:** If the key officials are unable to resolve a dispute concerning this agreement within 30 days, they shall refer the dispute to the following officials, who will confer within 15 days of the referral in order to resolve the dispute:

Commission:

Title: Commission Chief of Staff

Address: Commission Headquarters

Phone: (703) 603-2120

E-Mail: kwood@abilityone.gov

CNA:

Title: Chief Knowledge Advancement Officer

Address: AFB Headquarters

Phone: (212) 502-7643

E-Mail: gabbott@afb.net

If the Commission and the CNA or its designee are not able to resolve the dispute within 15 days, the matter shall be escalated to the Executive Director of the Commission who, in consultation with the Chair of the Commission Stewardship and Business Excellence Subcommittee, will make a determination for final resolution. Such determination shall be the final decision to resolve the dispute. Nothing herein shall limit or waive the CNA's right to pursue judicial review of terms of this agreement or of any action or decision related to this agreement except where otherwise prohibited in this agreement or by law.

- g) **Severability:** If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect.

If a court of appropriate jurisdiction finds any provision of this agreement illegal or unenforceable, the parties will attempt to modify the provision in a mutually agreeable manner that renders the provision lawful and enforceable. If the parties are unable to come to agreement, then the court shall construe such provision as modified to the minimum extent possible to make the agreement enforceable, provided that the revision does not defeat a material element of the agreement (e.g., payment).

PHASE I: Research and Studies

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SECTION A – BACKGROUND AND OBJECTIVES

1. STATUTORY BACKGROUND INFORMATION

The Javits-Wagner-O'Day (JWOD) Act directs the Commission to designate "a central nonprofit agency or agencies [CNA or CNAs] to facilitate the distribution" of government orders of products and services on the Procurement List among nonprofit agencies employing people who are blind or have significant disabilities. *See* 41 U.S.C. § 8503(c).

The JWOD Act also grants the Commission the authority to conduct studies and evaluation of its activities, "to ensure effective and efficient administration" of the AbilityOne Program. *See* 41 U.S.C. § 8503(e).

Specifically, section 8503(e) provides that

The Commission shall make a continuing study and evaluation of its activities under this chapter to ensure effective and efficient administration of this chapter. The Commission on its own or in cooperation with other public or nonprofit private agencies may study—

- (1) Problems related to the employment of the blind and other severely disabled individuals; and
- (2) The development and adaptation of production methods that would enable a greater utilization of the blind and other severely disabled individuals.

2. CENTRAL NONPROFIT AGENCY DESIGNATION.

Pursuant to 41 U.S.C. § 8503(c) and the Consolidated Appropriations Act, 2016, the Commission, by execution of this agreement, hereby designates the American Foundation for the Blind (AFB), an AbilityOne CNA. As a designated CNA, AFB herein agrees to comply with the terms and conditions of this agreement as well as the Consolidated Appropriations Act, 2016, the JWOD Act, 41 U.S.C. Chapter 85 and implementing regulations, 41 C.F.R. Chapter 51.

Immediately after the execution of the agreement, the Commission will continue the vetting process for the designated CNA. The vetting process requires performance of due diligence in order to 1) identify any conflicts of interest or the appearance of a conflict, 2) protect the agency's reputation, and 3) ensure financial soundness/capacity of the CNA to perform the functions as a CNA.

The Commission will follow commonly used due diligence procedures for review of public-private partnership arrangements, aimed at identifying organizational risks that may arise in the area of reputational impact, and implementation challenges. Three common elements for conducting a due diligence review are:

- image and motivation;
- social and environmental responsibility; and
- financial soundness.

The vetting process shall conclude no later than by the end of Phase I.

3. SCOPE AND OBJECTIVES.

The CNA shall conduct research and studies which meet the following objectives:

- Identify innovative employment opportunities/careers and lines of business for people who are blind
- Identify a model for continuous identification of employment opportunities, careers and lines of business
- Identify multiple ways to identify blind veterans seeking employment, the type of employment they desire and providing them employment
- Identify a “world-class public-private operational structure” that defines the relationship and responsibilities among the Commission, CNAs and NPAs; identifies real and potential conflicts of interests; examines the role of the CNA in working with government contracting, acquisition, and program management; business development and performance of the NPA; how to ensure the CNAs are not considered quasi-governmental entities or government representatives; and other relevant information/facts discovered in the study
- The pros and cons of competition among CNAs and competition for designation of CNAs.
- The pros and cons of competition among NPAs for government work. Specifically, will the competition described above increase and foster innovation in employment and career opportunities for people who are blind, and lower prices of contracts?
- Identify potential modifications to the JWOD Act, regulation or policy to accomplish the results of this study
- Identify the role of the Commission in pursuit of commercial employment and how a CNA can be paid for their employment activities and services in commercial endeavors
- Identify options the Commission, a CNA and or NPA may consider to increase and

foster innovation in the AbilityOne Program.

- This effort must take into account the implementation of the FY2017 NDAA 898 Panel recommendations and must incorporate accountability, oversight, and integrity into the government business model for the CNAs to ultimately perform all the functions of a designated CNA.

4. MANDATORY QUARTERLY MILESTONE REVIEWS – RESEARCH AND STUDIES

- **Scope of Quarterly Reviews:** The Commission will conduct quarterly milestone reviews throughout Phase I's period of performance. The purpose of these reviews is to determine the effectiveness of the CNA's research and studies intermittently and to ensure efforts are in alignment with the AbilityOne Program mission and the Commission's expectations.
- **Minimum Requirements:** For each functional area of Phase I's performance requirements, the CNA will be required to provide a formal briefing, including supporting documentation, demonstrating the following:
 - applicability of research efforts;
 - findings (if any); and
 - progress of research, studies, recommendations and deliverables development
- **Quarterly Milestone Briefing and Documentation:** Due 10 days after the completion of each quarter.
- **Commission Quarterly Review Evaluation Criteria:** The Commission will utilize the following evaluation criteria to assess the CNA's capability and make a final decision to approve or disapprove:

Quarterly Milestone Review – Research and Studies Briefing

Analysis of Briefing	Description
Exceeds Expectations	Exceeds all minimum requirements by incorporating at least one (1) innovative finding, has 0 deficiencies, and CNA demonstrates the applicability of their research effort (to include the innovation) and aligns it to the AbilityOne Program mission and performance requirements.
Meets Expectations	Sufficiently addresses all minimum requirements, has no more than 2 deficiencies and CNA demonstrates the applicability of their research effort and aligns it to the AbilityOne Program mission and performance requirements.
Does Not Meet Expectations	Fails to meet and/or address 1 or more minimum requirements; and/or does not demonstrate the applicability of their research effort and align it to the AbilityOne Program mission and performance requirements.

Quarterly Milestone Review – Research and Studies Supporting Documentation

Relevance of Supporting Documentation	Description
Relevant	Substantiating support/documentation provides sufficient detail explaining research and studies efforts and the correlation to the scope of Phase I, performance requirements, and exhibits progression towards deliverable development.
Somewhat Relevant	Substantiating support has some deficiencies (non-descriptive, lack of explanation; difficult to determine the correlation to the scope of Phase I; related performance requirements; and/or shows ineffective and/or inefficient progression towards deliverable development).
Not Relevant	Substantiating support is deficient, unrelated to and/or fails to sufficiently explain research and studies efforts and the correlation to the scope of Phase I, performance requirements, and/or fails to demonstrate progression towards deliverable development

Quarterly Milestone Review – Comprehensive Commission Assessment of Research and Studies

As a part of determining its confidence rating for the CNA’s Research and Studies, the Commission will utilize internal expertise and consider the ratings for the Analysis of Briefing and Relevance of Supporting Documentation.

Confidence in CNA Capabilities	Description
Confident	Commission has the expectation the CNA’s research and studies efforts are in alignment with the Phase I performance requirements, it is being conducted in an effective and efficient manner. CNA meets or exceeds briefing expectations and supporting documentation is relevant. Commission has no doubts or concerns.
Limited Confidence	Commission has low expectation the CNA’s research and studies are in alignment with the Phase I performance requirements, and/or the effort is being conducted in an effective and efficient manner. CNA meets briefing expectations and provides somewhat relevant supporting documentation. One to three doubts or concerns.
No Confidence	<p>Commission has no expectation the CNA’s research and studies are in alignment with the Phase I performance requirements, and/or the effort is being conducted in an effective and efficient manner. CNA does not meet briefing expectations and provides supporting documentation that is either somewhat relevant and/or not relevant. Four or more doubts or concerns.</p> <p style="text-align: center;">Or</p> <p>CNA meets or exceeds briefing expectations and provides supporting documentation that is not relevant. Four or more doubts or concerns.</p>

5. OPTIONAL MILESTONE REVIEW – CNA CAPABILITIES

- **Scope of Optional Review:** The Commission will authorize the CNA to request a milestone review upon completion of twelve (12) – fifteen (15) months of Phase I, if the CNA believes they are prepared to fulfill the roles and responsibilities of a CNA in accordance with 41 C.F.R. § 51-3.2 **prior** to commencement of Phase II of the agreement.

The purpose of this Optional Milestone Review is to determine the CNA’s capability and effectiveness of transitioning to a fully functional CNA. The CNA will be required to demonstrate capabilities through a formal briefing to the Commission, supported by rationale and verifiable documentation. The briefing and documentation must be submitted to the Commission no less than 90 days prior to the scheduled date of the milestone review. It is at the CNA’s discretion to request this optional milestone review.

- **Minimum Requirements:** To ensure the CNA demonstrates proper preparation, organization, and readiness, the formal briefing (and supporting documentation) to the Commission must include –
 - Detailed list, to include descriptions, of the services the CNA will be prepared to provide the NPAs in support of the AbilityOne Program.
 - Details regarding the development and implementation of the CNA’s NPA affiliation process. Address the process for vetting NPAs to ensure they meet AbilityOne Program’s initial qualification criteria in accordance with 41 C.F.R. § 51-4.2.
 - Details regarding the development and implementation of the CNA’s NPA recommendation and allocation process and procedures, to include the process used to announce opportunities to the NPA community.
 - Detailed list of the NPAs that are officially affiliated with the CNA, description of the services (or products) the NPA can provide federal customers, list of government agencies and the federal requirements that the NPAs will be able to fulfill.
 - Details as to how the CNA’s Program Fee will be remitted by the NPA to the CNA, how the fee will be monitored for accuracy, and how reporting will be executed.

- **Commission Evaluation Criteria for the Optional Milestone Review:** The Commission will utilize the following evaluation criteria to assess the CNA’s capability and make a final decision to approve or disapprove:

Optional Milestone Review – CNA Capability Briefing

Analysis of Briefing	Description
Exceeds Expectations	Exceeds and addresses all minimum requirements, has 0 deficiencies, and CNA demonstrates it is fully organized and prepared.
Meets Expectations	Sufficiently addresses all minimum requirements and has no more than 2 deficiencies.
Does Not Meet Expectations	Fails to meet and/or address 3 or more minimum requirements.

Optional Milestone Review – CNA Capability Supporting Documentation

Relevance of Supporting Documentation	Description
Relevant	Substantiating support/documentation provides sufficient detail explaining correlation to scope of CNA roles and responsibilities or related capability (ies).
Somewhat Relevant	Substantiating support/documentation has some deficiencies (non-descriptive, lack of explanation, difficult to determine correlation to the scope of the review and related requirements of a CNA).
Not Relevant	Substantiating support/documentation is deficient, unrelated to and/or fails to sufficiently validate the CNA’s capabilities and/or substantiating evidence omitted.

Optional Milestone Review – Comprehensive Commission Assessment of CNA Capability

As a part of determining its confidence rating for the CNA’s capabilities, the Commission will utilize internal expertise and consider the ratings for the Analysis of Briefing and Relevance of Supporting Documentation.

Confidence in CNA Capabilities	Description
Confident	Commission has the expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA meets or exceeds briefing expectations and provides relevant supporting documentation. All CNA capabilities are verified by the Commission. No doubts or concerns.
Limited Confidence	Commission has low expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA meets briefing expectations and provides somewhat relevant supporting documentation. Some CNA capabilities cannot be verified by the Commission. One to three doubts or concerns.

<p>No Confidence</p>	<p>Commission has no expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA does not meet briefing expectations and provides supporting documentation that is either somewhat relevant and/or not relevant. CNA capabilities cannot be verified by the Commission. Four or more doubts or concerns.</p> <p style="text-align: center;">Or</p> <p>CNA meets or exceeds briefing expectations and provides supporting documentation that is not relevant. Therefore, CNA capabilities cannot be verified by the Commission. Four or more doubts or concerns.</p>
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6. 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 NPAs and other Government entities in support of the AbilityOne Program as detailed in the JWOD Act.

SECTION B – DESCRIPTION/SPECIFICATIONS

1. TEMPORARY EXEMPTION OF CNA REGULATORY REQUIREMENTS

Notwithstanding the language at Section A.2 above, the Commission herein exempts the CNA from regulatory requirements set forth in 41 C.F.R. §51-3.2, as a newly designated CNA during PHASE I of the agreement, including the authority to collect Program Fees from nonprofit agencies in the AbilityOne Program. The following list provides a summary of the exemptions of the CNA:

1. Represent participating NPAs in dealing with the Commission under the JWOD Act;
2. Evaluate the qualifications and capabilities of the qualified NPAs and provide the

Commission with pertinent data concerning the qualified NPAs, their status as qualified NPAs, their manufacturing or service capabilities, and other information concerning them required by the Commission for making suitability determinations to add products or services to the Procurement List;

3. Distribute within the policy guidelines of the Commission (by direct allocation, subcontract, or any other means) orders from government activities among its NPAs with an emphasis on Employment Growth.
4. Maintain necessary records and data on nonprofit agencies to enable the allocation of orders equitably;
5. Oversee and assist qualified NPAs to achieve successful contract performance and contract compliance in furnishing a product or a service to the Government;
6. As market conditions change, recommend price changes with appropriate justification for assigned products or services on the Procurement List;
7. Monitor and assist NPAs in meeting the statutory and regulatory requirements to fully participate in the program. Conduct assistance visits with nonprofits as necessary and provide the Commission with results and recommendations of such visits;
8. When authorized by the Commission, enter into contracts with federal contracting activities for the furnishing of products or services provided by NPAs;
9. Provide technical assistance to the qualified NPAs not limited to the following areas:
 - a. Federal procurement issues including, but are not limited to, assisting NPAs with (1) preparing their price proposals to support recommended Procurement List transactions; and (2) resolving disputes regarding performance and payment issues;
 - b. Quality assessment;
 - c. Business process engineering;
 - d. Vocational Rehabilitation engineering; and
 - e. Development of Performance Improvement Plans.
10. Recommend to the Commission, with supporting documentation and analysis required by Commission procedures, products or services which may be suitable for provision to

the Government by qualified NPAs;

11. Recommend to the Commission, with supporting documentation and information required by Commission procedures, initial fair market prices for products or services proposed for addition to the Procurement List based upon historical data, market research and discussions the CNAs facilitate between the qualified NPAs and the federal agency customers;
12. Recommend and provide assistance with reallocation and/or transfers of projects, products and/or services on the Procurement List to another qualified NPA; and
13. Perform other JWOD administration functions, including activities to increase government and public awareness of the JWOD Act at the request of and subject to the oversight of the Commission.

See 41 C.F.R. § 51-3.2, CNAs' Responsibilities under the AbilityOne Program

2. CNA PERFORMANCE REQUIREMENTS

OBJECTIVE 2.1 EMPLOYMENT GROWTH

Employment growth for persons who are blind or with significant disabilities is of pivotal importance to the AbilityOne Program. Therefore, the CNA shall conduct research and studies regarding its ability to grow employment through various innovative approaches. The CNA must perform research, evaluation, and provide recommendations including but not limited to the following functional areas:

- a) Business Development
- b) NPA Engagement
- c) Senior Procurement Executives (SPE) Engagement
- d) Blind and Vocational Rehabilitation Organizations Engagement (Federal and State)
- e) Commercial Business Engagement
- f) Contract Structures
- g) Program Fees

2.1.1 Summary of Functional Area Activities and Deliverables (activities include but are not limited to the details below):

In reports to the Commission include footnotes to identify source of information used in the study.

2.1.1.1 Business Development: The CNA shall collaborate with various public and private sector organizations to identify Line of Business (LOB) and career opportunities for individuals who are blind. When collaborating with the private sector organizations, the prime intent shall be to benefit the AbilityOne Program; hence, such collaborations should not contravene the spirit of the terms and conditions of this agreement or otherwise detract from the CNA's responsibilities under this agreement. As a result of this effort, the CNA shall provide the Commission a detailed report that shall include, at minimum, the following data elements:

- Names of the organizations, whether they are public or private, and the mission of the organization
- Name, position title, and contact information for organization representatives
- Outline new LOB and career opportunities to include: summary job descriptions, salary range, does it pay a living wage, employee benefits, will it provide competitive integrated employment, will it include support and services and/or reasonable accommodation and an analysis of the interest in the careers and benefit to people who are blind and the AbilityOne Program
- Identify and recommend LOBs and careers for blind individuals employed in the AbilityOne Program, to include how the LOBs and careers can remain relevant over time. Provide rationale and prioritization.

In addition, the CNA shall provide research and detailed recommendations on how it will earn revenue from facilitating employment for people who are blind in commercial LOBs. The CNA shall also provide details as to how efforts in commercial markets can contribute to the AbilityOne Program mission.

2.1.1.2 NPA Engagement: The CNA shall network with AbilityOne NPAs to gain an understanding of current business practices and develop new and innovative techniques to assist NPAs with implementing new LOBs. The CNA shall also seek to recommend other NPAs to the AbilityOne Program, especially those proposing innovative ways of creating and or growing employment among blind people. As a result of this effort, the CNA shall:

- Provide the Commission a comprehensive report on current business practices (to

include related risk and/or benefits in relation to those practices), innovative techniques which can aid NPAs in implementing new LOB

- Include supporting research that clearly demonstrates the LOB would be appropriate for employment of people who are blind and required by the federal government, and
- Recommend a list of potential NPAs who are interested in providing existing or new LOB and eligible for the AbilityOne Program. Please specify, in detail, if the potential NPAs propose innovative employment growth strategies and how the CNA vetted the NPAs and their proposed innovation. Provide rationale and prioritization.
- Detail the NPAs responsibility to create employment and employment growth and whether or not a Program Fee shall be paid on projects NPAs develop for the PL.

2.1.1.3 Commercial Business Engagement: Review and conduct an analysis of current business hiring, accommodations, promotion inclusion and support practices of people who are blind that may create barriers to employment. The CNA shall identify a strategic approach that will overcome those barriers to develop pathways that lead to competitive, integrated employment. As a result of this effort, the CNA shall provide the Commission a detailed report that shall include, at minimum, the following data elements:

- Names of the organizations and mission of the organization
- Name, position title, and contact information for organization representatives
- Analysis of hiring, promotion and inclusion business practices that present employment barriers for people who are blind. Include the strategic approach to overcome each barrier identified and incorporate supporting rationale.
- Analysis on how agreements would be established between the CNA and commercial businesses, the role of the AbilityOne Program and the Commission in relationship to the CNA and its efforts to establish such agreements (proposed level of Commission oversight and governance, reporting requirements/tracking, etc.), and support for the correlation between the commercial agreements and employing individuals who are blind in alignment with the AbilityOne mission.

2.1.1.4 Senior Procurement Executive (SPE) Engagement: The CNA shall engage with federal government SPEs to understand and identify federal agency mission

requirements that NPAs can perform. Although the CNA may state it is a CNA in the AbilityOne Program, the CNA is not authorized to represent itself as a “partner” or “authorized agent” of the AbilityOne Commission or simply as “AbilityOne”. The CNA must always clarify it is not the Federal Government Agency to avoid confusion when engaging with federal government executives and SPEs. As a result of this effort, the CNA shall provide the Commission a comprehensive report containing the following data elements at minimum:

- Name of SPE, position title and agency represented
- Date(s) CNA met with SPE
- Brief description of each SPE’s agency mission requirements
- Analysis of NPA capability to satisfy each agency’s mission requirements
- Analysis on current and potential lines of business related to each agency’s mission
- How the CNA and or NPA will track, plan and take action(s) to ensure the opportunity is provided in the AbilityOne Program.
- Details on whether each SPE is an AbilityOne Program champion (expressly supports the program), skeptic (hesitant to embrace the program and/or scrutinizes the program), or unknowledgeable (lack of understanding and/or little to no involvement with the program).
- Detailed recommendations on how the Commission and the CNA can improve SPE engagement and work collaboratively during procurement forecasting and acquisition strategy phases of the acquisition lifecycle.

2.1.1.5 Blind and Vocational Rehabilitation (Federal and State) Organizations

Collaboration: The CNA shall seek collaboration with blind and vocational rehabilitation organizations to review and conduct an analysis of current applicable laws, regulations, and its specific organization’s policies to identify areas that create or may create barriers to employment within the AbilityOne Program. The CNA shall further collaborate to identify a strategic approach that will overcome those barriers to the employment of people who are blind. As a result of this effort, the CNA shall provide the Commission a detailed report that shall include, at minimum, the following data elements:

- Names of the organizations and mission of the organization
- Name, position title, and contact information for organization representatives
- Analysis of disability laws that affect the blind, and determination how the laws, regulations, and specific organization’s policies present employment barriers. Include the strategic approach to overcome each barrier identified and incorporate supporting rationale.

- Identify and recommend where or how the Commission may assist in eliminating barriers to employment.

2.1.1.6 Collaboration with Subject Matter Experts (SME): Collaboration shall include advocacy organizations, community based organizations, state and federal organizations on the subject of employing people who are blind.

- Collaborate to identify a strategic approach that will overcome those barriers in the employment of people who are blind.
- As a result of this effort, the CNA shall provide the Commission a detailed report (to include recommendations and rationale) that shall include, at minimum, where, and or how the CNA(s), NPA(s) and the Commission may assist in eliminating barriers to employment.

2.1.1.7 Program Fee: Determine and report to the Commission the effects of fees on employment growth in the Program. Specifically, analyze whether NPAs should itemize the Program Fee in their cost proposal to the federal customer; whether the fee should be decreased to zero over a period of time based on engagement of the CNA (including reinstating an appropriate fee for CNA services and after a fee has been decreased to zero); whether the fee should be applied to the supplies or material costs used to produce the final product; and similar concerns about the standardization of applying the fee in the program.

OBJECTIVE 2.2 ABILITYONE OVERSIGHT AND GOVERNANCE

Administration, oversight, accountability and integrity in the AbilityOne Program are critical performance elements. To ensure integrity in the AbilityOne Program, the CNA shall not take actions that are contrary to the spirit of the terms and conditions of this agreement, the JWOD Act, 41 U.S.C. Chapter 85 and implementing regulations and policy set forth at, 41 C.F.R. Chapter 51, or actions that are otherwise inappropriate or create the appearance of impropriety. It is essential that the CNA shall not create an actual conflict of interest or appearance of conflict of interest relative to all CNA business practices while operating under and in support of the AbilityOne Program.

2.2.1 Central Nonprofit Agency (CNA) Governance: The CNAs shall implement a business ethics program (including conflict of interest policies and annual training) to effectively reduce the risk of outside influences directing CNA decisions and implement rules to ensure independence and transparency of its board and executive officers in terms of composition and actions. The CNA shall establish policies and procedures to ensure that:

1. Boards and officers understand and uphold their fiduciary responsibilities while avoiding any instances that reflect a conflict of interest; 2) assets are managed properly; and 3) compliance with any designated responsibilities under the AbilityOne Program required to be implemented in Phases I - III in accordance with this agreement, the JWOD Act and all other applicable laws, regulations, policies, procedures and guidance. The CNA shall train all existing and new CNA employees who support the Program on business ethics and conflicts of interest policies, at least annually.
2. The CNA shall disclose, in writing to the Commission, all litigation and all allegations, findings or investigations, knowledge of violations of Federal law (such as fraud, bribery, or gratuity violations) by the CNA within five (5) business days of initial notice to the CNA, to the extent permitted by law. The CNAs shall also provide the Commission with an explanation of how the violation occurred as that information becomes available and the steps the CNA is taking to prevent further similar violations. In addition, the CNAs shall report in writing any potential conflict of interests affecting the Procurement List and AbilityOne Program to the Commission within five (5) business days of learning of the actual or perceived conflict of interest.

2.2.2 CNA Board Governance: The CNA shall establish a Board of Directors that meets the following requirements:

1. Not be composed of current CNA employees other than the CEO in a non-voting *ex officio* capacity;
2. Have no greater than 20% composition of Directors from current AbilityOne Program NPAs to avoid the appearance of self-dealing;
3. Not be composed of less than 25% people who are blind, and shall actively seek participation by people who are blind;
4. Ensure board officer positions (Chair, Vice-Chair) are not filled by AbilityOne Program NPA executives;
5. Ensure that CNA executive(s) (i.e. VPs and above) do not serve as board members of AbilityOne Program NPAs;
6. Ensure that CNA executive(s) (i.e. VPs and above) do not serve as board members of associations representing AbilityOne Program NPAs;

7. Ensure that no executives and/or board members of associations representing AbilityOne Program qualified NPAs serve as board members of the CNA,
8. Form an audit committee to oversee the CNA's financial affairs, and audits are conducted by an independent auditing firm that is overseen by the audit committee; and
9. Upon written request from the Commission, provide to the Commission, for review only, the Meeting Minutes of any public session of a regularly scheduled Board of Directors Meeting.

To avoid the appearance of an impropriety and improper influence, the CNA must provide a transition plan to the Commission to restructure its board, as may be necessary, in accordance with this agreement no later than July 31, 2018.

The CNA shall require executive and board members to disclose and certify annually, and to the extent practicable prior to any board decision, all personal interests may be affected by CNA and AbilityOne Program business and transactions. The CNA shall submit a Board of Directors Disclosure Report to the Commission, no later than July 31, annually, beginning in 2019 or within 30 days of any change to the CNA's board membership. To avoid the appearance of an impropriety, no board member can vote and/or approve any action impacting AbilityOne Procurement List new opportunities, allocations, and/or re-allocations of contracts that creates a personal conflict of interest without the express written approval of the Commission upon full disclosure of the nature of the conflict of interest. Current CNA board members must be in compliance within thirty (30) days of the Agreement effective date. The CNA shall maintain records indicating recusal of board members and the reason for the recusal.

2.2.3 Establish and Maintain Internal Controls: The CNA shall establish the necessary internal controls in accordance with applicable laws, regulations, and guidance governing nonprofit institutions as well as to satisfy the requirements under the JWOD Act, 41 U.S.C. Chapter 85, and implementing regulations, 41 C.F.R. Chapter 51, and Commission policies and guidelines. The CNA shall assess and evaluate its internal controls in accordance with this agreement and other applicable laws and regulations governing the same, to ensure that the controls are effective and updated when necessary to successfully carry out its responsibilities and avoid potential for waste, fraud, or abuse. The CNA shall also inform the Commission of the results of this assessment, not protected by attorney-client privilege, and demonstrate to the Commission that the controls it has in place are sufficient to meet all the laws, regulations, and guidance governing nonprofit institutions as well as to satisfy the requirements under the Consolidated Appropriations Act, 2016, JWOD Act, implementing regulations and Commission guidelines.

2.2.3.1 Internal Control Reporting: Annually, no later than June 1, beginning in 2019, the CNA shall provide the Commission, a report that lists the CNA's internal control audits related to the AbilityOne Program including, but not limited to, the description/scope of the audit; number of material findings; and management action plans to address such findings. The CNA shall submit to the Commission the necessary reports in accordance with this agreement as well as Commission policy.

2.2.3.2 Financial Audit: Annually, no later than June 1, beginning in 2019, the CNA shall arrange for a financial audit performed by an independent Certified Public Accounting firm. The CNA shall act upon all recommendations that may result from any program specific audit conducted under this agreement and provide a copy of each audit, associated corrective action plans, and pertinent related correspondences to the Commission no later than 45 days after the audit is completed.

2.2.4 CNA General Management and Administration. The CNA shall integrate and coordinate all activities required to provide CNA services with special emphasis on employment growth and financial management updates.

2.2.4.1 Financial and Accounting Systems: The CNA shall immediately establish and maintain a financial and accounting infrastructure that meets appropriate Generally Accepted Accounting Principles (GAAP), appropriate internal controls, and government financial system requirements, including separate cost centers for pursuit of AbilityOne Program and commercial activities.

2.2.4.2 Costs for Services: For all services provided to the AbilityOne Program, the CNA shall maintain appropriate documentation to provide transparency and isolate appropriate cost elements associated with providing the services. The CNA shall prepare and maintain documentation that explains and itemizes costs allocated to the Commission for all services provided.

2.2.4.3 Reserves: To assure that the CNA has the ongoing financial ability to perform under this agreement, the CNA shall provide a copy of its Reserve Policy and annual reports showing fiscal year (FY) end reserve levels of both net assets and liquid assets no later than December 31 of each year, beginning in 2018. The CNA reserve policy should indicate how much reserve the CNA intends to keep on hand and how the CNA will use the reserve funds to support the AbilityOne Program.

2.2.4.4 Expenditures: The CNA shall provide an annual report of AbilityOne expenditures no later than September 1, beginning in 2019. This report shall provide annual detail of: previous year's Actual 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 & 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.

OBJECTIVE 2.3 NPA TECHNICAL ASSISTANCE, SUPPORT, AND DEVELOPMENT

NPA Technical Assistance: The CNA shall conduct analysis on what type of technical assistance shall be provided to the NPAs and what technical assistance is considered on an "as needed" basis. As a result of this effort, the CNA shall provide the Commission a detailed report, no later than November 30, 2019, outlining the data gathered and NPA technical assistance recommendations.

OBJECTIVE 2.4 STAKEHOLDER TRAINING

2.4.1: Stakeholder Training:

2.4.1.1 CNA Staff Training: The CNA shall develop training programs that ensure a sufficient number of CNA staff members have the necessary knowledge, skills and abilities to effectively perform CNA technical duties; to include knowledge of the federal procurement process, cost and price analysis, and agreement administration. Training should incorporate assessments that test attendees' knowledge, skills, and abilities as a condition for passing the course.

2.4.1.2 Blind Workforce Training: The CNA shall develop programs, independently or in collaboration with vocational rehabilitation centers, that develop the knowledge, skills and abilities of blind members of the workforce. Such training may include but is not limited to the use of business software programs, leadership skills, or specific

technical certifications. Training should incorporate assessments that test attendees' knowledge, skills, and abilities as a condition for passing the course.

2.4.1.3 NPA Procurement Training: The CNA shall develop training to assist NPAs with understanding and doing business with the federal government, to include but not limited to: developing proposals, conducting negotiations at the initial phase as well as during contract performance shall a dispute arise, and monitoring contract performance. Training should incorporate assessments that test attendees' knowledge, skills, and abilities as a condition for passing the course.

2.4.1.4 NPA Training on Employment: The CNA shall develop training on the AbilityOne Program and hiring, promoting, and supporting people who are blind. Training should incorporate assessments that test attendees' knowledge, skills, and abilities as a condition for passing the course.

2.4.1.5 Commercial Business Training: The CNA shall conduct research and studies on whether or not the private sector is in need of CNA-led training on topics to include but not limited to the AbilityOne Program, appropriate work accommodations for blind individuals, and employment of blind individuals. The CNA shall also determine how such training programs and course content would be established, identify metrics required to track success of the training in relationship to employment growth for individuals who are blind, and determine (with verifiable support) how CNA hosted training for commercial businesses relates or does not relate to the mission of the AbilityOne program. The CNA shall provide all findings, recommendations and a comprehensive analysis that supports their overall commercial business training effort as a part of their training plan detailed in section **2.4.1.6** in Phase I of this agreement.

2.4.1.6 Training Plan: The CNA shall, no later than June 30, 2019, provide the Commission a comprehensive training plan related to sections 2.4.1.1 – 2.4.1.5, which at minimum, shall include:

- Name, address, and background information related to organizations the CNA will partner with to perform training (as applicable, e.g., Vocational Rehabilitation Centers)
- Proposed training schedule
- Training scope, topics, and target audience
- Training curriculum specific to target audience

2.4.1.7 Training Reports: The CNA shall, beginning fiscal year 2020, provide quarterly training development reports to the Commission with highlights of major accomplishments, no later than fifteen (15) days after the end of each quarter. Annually, no later than September 30, beginning in 2021, the CNA shall provide a comprehensive training report detailing all training programs developed and implemented.

The data elements of the training reports shall include, but are not limited to, the number of employees (or stakeholders) trained, type of training provided, training description, source of training, duration of training, location of training, future training opportunities, and training results.

SECTION C – AGREEMENT ADMINISTRATION

Period of Performance: The total duration of Phase I, including the exercise of any options under this provision, shall not exceed 18 months.

Modifications: During all phases of the agreement, the Commission reserves the right to make modifications to this agreement based upon elements that may include but are not limited to the results of the CNA’s research, findings and CNA performance.

SECTION D – PHASE I DELIVERABLES SCHEDULE

NOTE: All deliverables should be by electronic mail to AFBdeliverable@abilityone.gov:

Task Requirement/Deliverable	Ref	Due Date (No later than)	Submit to Directors of
Quarterly Milestone Briefing and Documentation	A.4	Ten (10) days after the completion of each quarter	Program Management Office (PMO)
Optional Milestone Briefing and Documentation (CNA Capability)	A.5	90 days prior to the scheduled date of the briefing	PMO
Business Development Report	2.1.1.1	November 30, 2019	Business Operations (Bus Ops)
NPA Engagement Report	2.1.1.2	November 30, 2019	Bus Ops

Commercial Business Engagement Report	2.1.1.3	November 30, 2019	Bus Ops
SPE Engagement Report	2.1.1.4	November 30, 2019	Executive Director
Blind and Vocational Rehabilitation Collaboration Report	2.1.1.5	November 30, 2019	Bus Ops
SME Collaboration Report	2.1.1.6	November 30, 2019	Bus Ops
Program Fee Report	2.1.1.7	November 30, 2019	PMO
Mandatory Disclosures	2.2.1	Within five (5) business days of notice of violation	General Counsel (GC)
Board of Directors Transition Plan	2.2.2	July 31, 2018	GC
Annual Board of Directors Disclosure Report	2.2.2	Annually, beginning July 31, 2019	GC
Internal Control Reporting	2.2.3.1	Annually, beginning June 1, 2019	Contracting and Policy (C&P)
Financial Audit	2.2.3.2	Annually, beginning June 1, 2019	PMO
Reserve Policy	2.2.4.3	Annually, beginning December 1, 2018	C&P
Expenditure Report	2.2.4.4	Annually, beginning September 1, 2019	PMO
NPA Technical Assistance Report	2.3	November 30, 2019	Bus Ops
Training Plan	2.4.1.6	Annually, beginning June 30, 2019	PMO
Training Quarterly Report	2.4.1.7	15 Days after the end of each Quarter beginning FY20	PMO
Annual Training Report	2.4.1.7	Annually, beginning September 30, 2021	PMO

PHASE II: CNA Capability Development

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SECTION A – SCOPE AND OBJECTIVES

Phase II is designated as the CNA's transition period to become a fully functioning CNA. During this phase, the CNA shall take actions to implement recommendations and findings from research and studies conducted during Phase I of the agreement and, upon approval by the Commission, begin to gradually execute the CNA regulatory requirements within 41 C.F.R. §51-3.2.

1. MANDATORY MILESTONE REVIEW – CNA CAPABILITIES

- **Scope of Mandatory Review:** The Commission will conduct a semi-annual (every six months) milestone review continuously throughout Phase II. The purpose of this review is to determine the CNA's capability and effectiveness of transitioning into a fully functional CNA prior to entering into Phase III. The CNA will be required to demonstrate capabilities through a formal briefing to the Commission, supported by rationale and verifiable documentation. The briefing and documentation must be submitted to the Commission no later than thirty (30) days prior to the end of the semi-annual period.
- **Minimum Requirements:** To ensure the CNA demonstrates proper preparation, organization, and readiness, the formal briefing (and supporting documentation) to the Commission must include:
 - Detailed list, to include descriptions, of the services the CNA will be prepared to provide the NPAs in support of the AbilityOne Program.
 - Details regarding the development and implementation of the CNA's NPA affiliation process. Address the process for vetting NPAs to ensure they meet AbilityOne Program's initial and ongoing qualification criteria in accordance with 41 C.F.R. § § 51-4.2 and 51-4.3.
 - Details regarding the development and implementation of the CNA's NPA recommendation and allocation process and procedures, to include the process used to announce opportunities to the NPA community.
 - Detailed list of the NPAs that are officially affiliated with the CNA, description of the services (or products) the NPA can provide federal customers, and the proposed government agencies and requirements that the NPAs will potentially fulfill.
 - Details as to how the CNAs Program Fee will be remitted by the NPA to the CNA, how the fee will be monitored for accuracy, and how reporting will be executed.

- **Commission Mandatory Review Evaluation Criteria:** The Commission will utilize the following evaluation criteria to assess the CNA’s capability and make a final decision to approve or disapprove:

Mandatory Milestone Review – CNA Capability Briefing

Analysis of Briefing	Description
Exceeds Expectations	Exceeds and addresses all minimum requirements, has 0 deficiencies, and CNA demonstrates it is fully organized and prepared.
Meets Expectations	Sufficiently addresses all minimum requirements and has no more than 2 deficiencies.
Does Not Meet Expectations	Fails to meet and/or address 3 or more minimum requirements.

Mandatory Milestone Review – CNA Capability Supporting Documentation

Relevance of Supporting Documentation	Description
Relevant	Substantiating support/documentation provides sufficient detail explaining correlation to scope of CNA roles and responsibilities or related capability (ies).
Somewhat Relevant	Substantiating support/documentation has some deficiencies (non-descriptive, lack of explanation, difficult to determine correlation to the scope of the review and related requirements of a CNA).
Not Relevant	Substantiating support is deficient, unrelated and/or fails to sufficiently validate the CNA’s capabilities, and/or substantiating evidence omitted.

Mandatory Milestone Review – Comprehensive Commission Assessment of CNA Capability

As a part of determining its confidence rating for the CNA’s capabilities, the Commission will utilize internal expertise and consider the ratings for the Analysis of Briefing and Relevance of Supporting Documentation.

Confidence in CNA Capabilities	Description
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<p>Confident</p>	<p>Commission has the expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA meets or exceeds briefing expectations and provides relevant supporting documentation. All CNA capabilities are verified by the Commission. No doubts or concerns.</p>
<p>Limited Confidence</p>	<p>Commission has low expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA meets briefing expectations and provides somewhat relevant supporting documentation. Some CNA capabilities cannot be verified by the Commission. One to three doubts or concerns.</p>
<p>No Confidence</p>	<p>Commission has no expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA does not meet briefing expectations and provides supporting documentation that is either somewhat relevant and/or not relevant. CNA capabilities cannot be verified by the Commission. Four or more doubts or concerns.</p> <p style="text-align: center;">Or</p> <p>CNA meets or exceeds briefing expectations and provides supporting documentation that is not relevant. Therefore, CNA capabilities cannot be verified by the Commission. Four or more doubts or concerns.</p>

2. OPTIONAL MILESTONE REVIEW – CNA CAPABILITIES

- Scope of Optional Review:** The Commission will authorize the CNA to request an optional milestone review at any point in Phase II, notwithstanding the scheduled semi-annual reviews that will be conducted routinely, if the CNA believes they are prepared to fulfill the roles and responsibilities of a CNA in accordance with 41 C.F.R. § 51-3.2 **prior** to the completion of Phase II of the agreement. The purpose of this Optional Milestone Review is to determine the CNA’s capability and effectiveness of transitioning into a fully functional CNA. The CNA will be required to demonstrate capabilities through a formal briefing to the Commission, supported by rationale and verifiable documentation. The briefing and documentation must be submitted to the Commission no less than 90 days prior to the scheduled date of the milestone review. It is at the CNA’s discretion to request this optional milestone review.
- Minimum Requirements:** To ensure the CNA demonstrates proper preparation, organization, and readiness, the formal briefing (and supporting documentation) to the Commission must include:

- Detailed list, to include descriptions, of the services the CNA will be prepared to provide the NPAs in support of the AbilityOne Program.
 - Details regarding the development and implementation of the CNA’s NPA affiliation process. Address the process for vetting NPAs to ensure they meet AbilityOne Program’s initial and ongoing qualification criteria in accordance with 41 C.F.R. § § 51-4.2 and 51-4.3.
 - Details regarding the development and implementation of the CNA’s NPA recommendation and allocation process and procedures, to include the process used to announce opportunities to the NPA community.
 - Detailed list of the NPAs that are officially affiliated with the CNA, description of the services (or products) the NPA can provide federal customers, and the proposed government agencies and requirements that the NPAs will potentially fulfill.
 - Details as to how the CNAs Program Fee will be remitted by the NPA to the CNA, how the fee will be monitored for accuracy, and how reporting will be executed.
- **Commission Optional Review Evaluation Criteria:** The Commission will utilize the following evaluation criteria to assess the CNA’s capability and make a final decision to approve or disapprove:

Optional Milestone Review – CNA Capability Briefing

Analysis of Briefing	Description
Exceeds Expectations	Exceeds and addresses all minimum requirements, has 0 deficiencies, and CNA demonstrates it is fully organized and prepared.
Meets Expectations	Sufficiently addresses all minimum requirements and has no more than 2 deficiencies.
Does Not Meet Expectations	Fails to meet and/or address 3 or more minimum requirements.

Optional Milestone Review – CNA Capability Supporting Documentation

Relevance of Supporting Documentation	Description
Relevant	Substantiating support/documentation provides sufficient detail explaining correlation to scope of CNA roles and responsibilities or related capability(ies).

Somewhat Relevant	Substantiating support/documentation has some deficiencies (non-descriptive, lack of explanation, difficult to determine correlation to the scope of the review and related requirements of a CNA).
Not Relevant	Substantiating support is deficient, unrelated to and/or fails to sufficiently validate the CNA’s capabilities and/or substantiating evidence omitted.

Optional Milestone Review – Comprehensive Commission Assessment of CNA

Capability

As a part of determining its confidence rating for the CNA’s capabilities, the Commission will utilize internal expertise and consider the ratings for the Analysis of Briefing and Relevance of Supporting Documentation.

Confidence in CNA Capabilities	Description
Confident	Commission has the expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA meets or exceeds briefing expectations and provides relevant supporting documentation. All CNA capabilities are verified by the Commission. No doubts or concerns.
Limited Confidence	Commission has low expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA meets briefing expectations and provides somewhat relevant supporting documentation. Some CNA capabilities cannot be verified by the Commission. One to three doubts or concerns
No Confidence	Commission has no expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA does not meet briefing expectations and provides supporting documentation that is either somewhat relevant and/or not relevant. CNA capabilities cannot be verified by the Commission. Four or more doubts or concerns. Or CNA meets or exceeds briefing expectations and provides supporting documentation that is not relevant. Therefore, CNA capabilities cannot be verified by the Commission. Four or more doubts or concerns.

SECTION B – DESCRIPTION/SPECIFICATIONS

1. CNA REGULATORY REQUIREMENTS

The Commission will continue to exempt the designated CNA from 41 C.F.R. § 51-3.2 regulatory requirements (as listed in Phase I Section B(1) of this agreement). The rationale for this approach is the CNA is just exiting Phase I, Research and Studies, and will begin focusing on preparing itself to perform the responsibilities of a fully functional and regulatory compliant CNA without immediately being subject to regulatory scrutiny. It would also use this time to begin implementing recommendations and findings from Phase I, approved by the Commission, which will support CNA responsibilities.

In order for the designated CNA to begin collecting a Program Fee from qualified NPAs, at any time within Phase II, it must be considered compliant with the regulatory requirements at 41 C.F.R. § 51-3.2 that are no longer exempted by the Commission (see Phase I Section B(1) of this agreement). This determination will be made by the Commission through either a Mandatory Milestone Review or a CNA requested Optional Milestone Review as described herein at Phase II, Section A.1 and A.2.

2. CNA PERFORMANCE REQUIREMENTS.

The CNA shall satisfy the following performance requirements and associated tasks in accordance with the terms and conditions of this agreement in order to ensure the CNA will achieve full functionality by the end of Phase II of the agreement:

OBJECTIVE 2.1 CNA CAPABILITY DEVELOPMENT

The CNA shall develop its capabilities in the following delineated functional areas in order to demonstrate their ability to begin performing the roles and responsibilities of a fully functioning CNA:

- a) Business Development
- b) NPA Engagement
- c) Federal Government and Senior Procurement Executives (SPE) Engagement

2.1.1 Summary of Functional Area Activities and Deliverables (activities include but are not limited to the details below):

2.1.1.1 Business Development: The CNA shall continue to collaborate with public and private sector organizations to identify new LOBs and career opportunities for

individuals who are blind. When collaborating with the private sector organizations, the prime intent shall be to benefit the AbilityOne Program and individuals who are blind; hence, such collaborations should not contravene the spirit of the terms and conditions of this agreement or otherwise detract from the CNA's responsibilities under this agreement. The CNA shall also assess existing AbilityOne LOBs and career opportunities and determine sustainability, associated risks (if any), and potential for innovation and make recommendations accordingly. Prior to the conclusion of Phase II, the CNA shall establish and implement no less than three (3) new LOBs that will result in career opportunities for individuals employed in the AbilityOne Program. The CNA shall clearly demonstrate how the Phase I findings in all functional areas contributed to the new LOBs and career opportunities being pursued. Annually, no later than December 30, beginning in 2020, the CNA shall provide the Commission a detailed Strategic Employment Growth plan containing the following data elements, at minimum:

- Description of services CNA will provide NPAs to increase:
 - (i) employment opportunities for people who are blind; (ii) capability development to include evolution with market conditions and technological advancements; and (iii) partnerships with blind community organizations and federal agencies; (iv) and any other technical assistance that will contribute to the support and development of NPAs (in alignment with Section 2.3.1 of Phase I of this agreement)
- Analysis of and recommendations on sustainability and risks associated with existing AbilityOne LOBs and career opportunities
- New LOBs and employment growth expectations for each LOB
- Methodology for selecting LOB and career opportunities
- Risk mitigation strategies for overcoming barriers to employment growth
- LOBs aligned with qualified NPA capabilities and Federal Agencies' projected requirements
- Methods to promote innovation within the NPA business model as it relates to employment growth. Develop related metrics to track the correlation between the innovation implemented and employment growth (document increases, stagnation, and decline)
- Metrics for monitoring employment growth directly resulting from newly established and existing LOB and career opportunities within the AbilityOne Program
- Metrics for monitoring employment growth directly resulting from changes in market conditions (i.e. supply and demand).

2.1.1.2 NPA Engagement: The CNA shall network and establish business relationships with NPAs in order to begin performing roles and responsibilities (41 C.F.R. § 51-3.2) of a fully functioning CNA.

2.1.1.2.1 Affiliation Process: The CNA shall develop and implement a process for affiliating NPAs with their organization (CNA) under the AbilityOne Program. At minimum, the affiliation process shall contain a section that discusses how the NPA will be deemed qualified for affiliation in alignment with 41 C.F.R. § 51-4.2, NPA Initial Qualification, and will be required to comply with 41 C.F.R. § 51-4.3, NPA Maintaining Qualification, in order for an NPA to be eligible for contracts in the AbilityOne Program and retain their status as a qualified NPA. For this transition period, the CNA shall identify, vet, and affiliate with no less than three (3) qualified NPAs to participate in the AbilityOne Program. Affiliated NPAs shall be aligned with appropriate LOBs that lead to career opportunities for people who are blind. The CNA shall provide the Commission a copy of the Affiliation Process for review and approval no later than November 30, 2020.

2.1.1.2.2 Equitable Allocations and Recommendations: The CNA shall conduct fair, transparent, and equitable allocation recommendations of products and services on the Procurement List to qualified NPAs with impartiality and without improper preferential treatment. In making both allocation and recommendation decisions, the CNA shall follow Commission policies. No later than, July 31, 2020, the CNA shall submit their allocation and recommendation policies and procedures, for Commission review. The Commission must review and approve the CNA's allocation and recommendation policies and procedures. Upon approval, the CNA must publish and make available to the Commission and qualified NPAs the final approved CNA allocation and recommendation policies and procedures. Every three (3) years thereafter, the CNA shall review/update their allocation and recommendation policies and procedures. The CNA shall notify the Commission, in writing, if there are no revisions and/or substantive changes. Substantive changes shall be submitted immediately with a summary of changes cover sheet and detailed description of revisions with supporting rationale. The notification to the Commission must include the revised versions of the allocation and recommendation policies and procedures.

2.1.1.2.3 Prime Contractor: The CNA may perform as the Prime Contractor only when qualified NPAs do not have the capacity to perform the service, or

when the government customer requests this arrangement, and only upon prior approval is received from the Commission. The CNA shall only serve as the prime contractor to manage subcontracts and allocate orders equitably when approved by the Commission. The intent of this provision is for CNAs to support NPAs' ability to do business with the government and to restrict CNAs from unnecessarily competing with the NPAs. The CNA shall not charge a Program Fee from any NPAs serving as subcontractors when the CNA is approved to serve as the Prime Contractor when it also bills a management or overhead fee as the Prime Contractor.

2.1.1.3 Federal Government Executives and Senior Procurement Executive (SPE)

Engagement: The CNA shall continue fostering relationships with federal government executives and SPEs to understand and identify federal agency mission requirements that can be fulfilled by NPAs. As a result of this effort, the CNA shall provide the Commission a comprehensive report detailing how executive engagement has contributed to federal customers' requirements identification and procurement forecasting for the purposes of employment growth for the AbilityOne Program. Although the CNA may state it is a CNA in the AbilityOne Program, the CNA is not authorized to represent itself as a "partner" or "authorized agent" of the AbilityOne Commission or simply as "AbilityOne". The CNA must always clarify it is not the Federal Government Agency to avoid confusion when engaging with federal government executives and SPEs.

OBJECTIVE 2.3 STAKEHOLDER TRAINING & STRATEGIC COMMUNICATIONS

2.2.1 Stakeholder Training Report: The CNA shall implement all training programs established and approved by the Commission in Phase I of the agreement for CNA staff training, blind workforce training, NPA procurement training, NPA Training on Employment, and any Commercial Business Training. Annually, no later than July 31, beginning in 2020, the CNA shall provide training reports to the Commission with highlights provided in each quarterly report submission. The training reports shall include, but are not limited to, the number of employees trained, type of training provided, training description, source of training, duration of training, future training opportunities, training results, and attendee course evaluation feedback.

2.2.2 Scope of Strategic Communications: For the purposes of this agreement, the term "Strategic Communications" encompasses the Strategic Communication function, and the Government Affairs and/or Public Policy function, of the Commission and CNA, respectively. No hierarchical relationship is implied. The Government Affairs and Public Policy function may be referred to separately in this agreement. The scope of Strategic Communications refers to CNA activities in this area paid for with fees charged under this

agreement (also referred to as “AbilityOne Program-related activities” in this Section).

Within this scope, the CNA shall consider Strategic Communications to include Program-related communication activities conducted by other functions within the organizations including but not limited to business development meetings with federal customers at senior levels as described in this section. Strategic communications includes internal and external communications, including communications with key AbilityOne Program stakeholders in senior level positions and roles (e.g., CNA Board of Directors, CNA staff including CEO, all VP levels, Directors, and CNA Senior Leaders in geographic or other structural positions, any of whom are meeting with military or civilian commanders, Federal Senior Executive Service, Executive Leaders, Flag Officers, Political Appointees, including the Executive Branch/Administration) as well as the scope and nature of the meeting (e.g., discussions on policy, budget or advocacy, program/project plans/initiatives or other AbilityOne Program matters, as identified by the Commission).

2.2.2.1 Strategic Communications Focus Areas: Within the scope of Strategic Communications, focus areas include, but are not limited to, the following to the extent that they are directly related to the Program:

1. All communications activities including public relations, as well as tools that support general education of Federal customers;
2. Marketing and positioning of the AbilityOne Program, at the high level, including price, product/message, promotion, and placement;
3. Inventory of products and services, including a portfolio of solutions, how to position them, and geography/reach;
4. Reputation management and relationship management, including supporting tools;
5. Research that is informing and directional;
6. Industry analysis; and
7. Tracking, reporting and, as needed, analyzing the status and progress of issues including key legislative, regulatory, association and other government affairs actions, activities, proposals, processes and programs on both the state and Federal level that have implications for the AbilityOne Program. Government Affairs and Public Policy reporting should encompass, as needed and as appropriate, all

branches of government – executive, legislative and judicial.

8. Within this Section, where the Commission specifically requests support from the CNA in a performance work statement, it shall be understood that the Commission will direct that support unless otherwise agreed by the parties.

2.2.2.2 Collaboration and Alignment: The CNA and the Commission will share information and work collaboratively to create and optimize transparency, alignment, two-way communication, awareness, understanding and preference for the AbilityOne Program among internal and external audiences. The CNA shall consult with the Commission on research, planning, execution and measurement of tactical and strategic activities within AbilityOne Program-related strategic communications, as well as government affairs and/or public policy, on an as-needed basis or as scheduled by the Commission.

The CNA shall share content with the Commission, including messaging, and recommend and implement strategies and tactics to provide clear, consistent, cohesive and aligned AbilityOne Program Strategic Communications, and Government Affairs and/or Public Policy activities. This content shall include priorities and messaging that may be provided by the Commission. The CNA shall also support and participate in meetings as scheduled by the Commission, which may include but are not limited to: (1) significant meetings on policy and budget or advocacy; (2) discussions regarding MOA/MOUs related to the AbilityOne Program; (3) program initiatives and project plans; and/or (4) other AbilityOne Program matters as identified by the Commission. The CNA may request meetings as needed.

Unless otherwise indicated, consultations are conducted by the Commission's Strategic Communications and Government Affairs Directorate which includes Public Affairs, Government Affairs, and Public Policy.

2.2.2.3 Providing Written Notice to the Commission Prior to Significant Meetings or Events: To the extent practicable, the CNA shall ensure the Commission has notice in writing at least ten (10) business days in advance, including agenda, of significant meetings. In the event of a Commission concern about the Commission or AbilityOne Program position being presented, the parties shall communicate and reach a resolution prior to the significant meeting. Significant meetings and events include meetings with key stakeholders, Congressional members and staff, White House and Executive Office of the President, and members of the blind community. The CNA acknowledges and

agrees that it is not authorized to represent or advocate on behalf of the Commission or the AbilityOne Program to Congressional members and staff, White House and Executive Office of the President or other key stakeholders.

“Significant meetings” generally refer to the position and level of the participants and include but are not limited to CNA Board of Directors; CNA VPs and above who are meeting with military or civilian commanders; federal Senior Executive Service, Executive Leaders; Flag Officers; and Political Appointees, including the Executive Branch/Administration and elected Congressional Representatives and their staffs. The term “blind community” generally refers to a group or organization of blind consumers, advocacy or activist groups such as member organizations (e.g., American Council of the Blind (ACB), National Federation of the Blind (NFB), Blinded Veterans of America (BVA)). The CNA shall not communicate a position on behalf of the Commission or the AbilityOne Program that has not been approved by the Commission in advance.

2.2.2.4 AbilityOne Program Meetings, Event and Conference Support: Consistent with available resources, the CNA shall provide support and resources for effective AbilityOne Program outreach to NPAs, members of the blind community, and government customers.

2.2.2.5 Public Relations: As requested by the Commission, and consistent with available resources, the CNA shall provide content; report significant AbilityOne Program speaking engagements by CNA staff; and support planning for AbilityOne Program events, related media coverage, and special media campaigns. The CNA shall provide the Commission with advance notification of any potential speaking engagements involving Commission members or staff at least ten (10) business days before such individuals are contacted. The CNA shall share messaging, media relations, and crisis communications with Commission Public Affairs in a timely manner that provides the Commission with advance and appropriate situational awareness.

SECTION C – CONSIDERATION AND FEES (ALL parts of this section are applicable in Phases II-III, to include deliverables)

1. CONSIDERATION FROM THE COMMISSION

- a) After the Commission conducts a milestone review (Phase II, Section A.1 and A.2/Phase III Section A1) and determines that the CNA is fully functional, the CNA may charge fees to qualified and approved NPAs participating in the AbilityOne Program. The fees can be charged for facilitating participating NPAs in accordance with the terms and conditions of

this agreement, 41 CFR Chapter 51, and Commission policies governing the AbilityOne Program. The fees charged by the CNA, pursuant to this agreement, are Program Fees.

- b) The CNA agrees to accept Program Fee payments from third party qualified NPAs as full consideration in accordance with the terms and conditions of this agreement, the provisions of the Javits-Wagner-O'Day Act and the regulations and policies issued by the Commission. The CNA waives the right to collect Program Fee from the Commission.

2. PROGRAM FEE STRUCTURE

The Program Fee structure implements the provisions of the JWOD Act and 41 C.F.R. Chapter 51 by defining a more transparent process for the delivery of CNA services to the qualified NPAs. The flexibility in the Program Fee structure is intended for the CNA to generate revenue within their approved business plan, to incentivize the expansion of employment opportunities, as well as the expansion of the NPA network, and to assist in start-ups. All fees collected under this cooperative agreement are considered Program Fee.

Use of Fee Collected. The CNA shall use the Program Fee collected only for the intended purposes, under terms and conditions of this agreement, or other AbilityOne Commission policies and regulations, and in furtherance of the AbilityOne Program, unless otherwise expressly authorized in this agreement or by the Commission.

3. CENTRAL NONPROFIT AGENCY AUTHORITY TO CHARGE PROGRAM FEES FROM NONPROFIT AGENCIES

- a) The CNA shall calculate Program Fees based on NPA sales to the Government under the AbilityOne Program and in accordance with regulations and policies set forth by the Commission governing the AbilityOne Program.
- b) The total Program Fee charged by the CNA shall be calculated using rates not to exceed the annual Program Fee ceiling rate approved for the CNA by the Commission. The CNA retains the right to charge a fee less than the fee ceiling, including no fee at all.
- c) Documentation of Program Fee payment requests shall be provided by the CNA to the Commission in accordance with reporting requirements set forth in this Agreement or upon written request by the Commission.
- d) The CNA shall notify the Commission of any qualified NPA's failure to make payment of the entire Program Fee to the CNA. Upon the second notice by the CNA to the Commission

of the failure of any qualified NPA to timely pay the Program Fee within a twelve (12) month period, the CNA shall propose corrective action for the Commission's approval. The Commission may approve the proposed corrective action or otherwise direct the CNA and/or the qualified NPA to take corrective action.

4. PAYMENT OF PROGRAM FEE

- a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in Commission regulations and policies, this agreement, and this clause, the amount of payments and limitations on payment of Program Fees shall be specified in the agreement's description of the basis for payment.
- b) CNA request for Program Fee payment. The CNA may submit requests for payment of unpaid Program Fee payments not more frequently than monthly, in a form and manner acceptable to the Agreement Officer. Unless otherwise authorized by the Agreement Officer, all Program Fee payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The CNA's request shall contain the information and certification detailed in paragraph c) below.
- c) Content of CNA's request for Program Fee payment. The CNA's request for Program Fee payment shall contain the following:
 - 1) The name and address of the CNA;
 - 2) The date of the request for Program Fee payment;
 - 3) The contract number and/or other identifier of the contract or order under which the request is made;
 - 4) Such information and documentation as is required by the contract's description of and sales amount that forms the basis for payment;
 - 5) A certification by a CNA official authorized to bind the CNA, as to the accuracy of the CNA's request.

5. PROGRAM FEE AND EXPENDITURE REPORTING

- a) The CNA Fees Report shall include the following:
 - (1) Each fee charged pursuant to Section 51-3.5 of title 41, Code of Federal Regulations;

(2) Each NPA charged a fee pursuant to Section 51-3.5 of title 41, Code of Federal Regulations; and

(3) For each fee charged, for each government order, include name of NPA, description of product or service ordered, ordering government agency, order price (total), and contract award ID associated with any order, where applicable.

b) The CNA Expenditures Report shall include the following:

(1) Employee Salaries (total), including executive salaries;

(2) Employee benefits, including executive benefits;

(3) Executive salaries;

(4) Executive benefits;

(5) Total Travel Expenses;

(6) Executive Travel;

(7) Lobbying;

(8) Advertising and Promotion;

(9) CNA reserve level (restricted and unrestricted); and

(10) Funds spent to support the efforts of the Commission, including a description of the activities, services, and products supplied to the Commission.

c) Except as otherwise authorized by this agreement, the JWOD Act, 41 U.S.C. Chapter 85, or implementing regulations 41 C.F.R. Chapter 51, Program Fee expenditures must meet the following general criteria to be allowable under this Agreement:

(1) Be necessary and reasonable for the performance of this Agreement and be allocable thereto under these principles;

(2) Not to include any of the following unallowable expenditures:

- Alcoholic beverages
- Bad debts if related to non-Program income
- Collections of improper payments
- Compensation and related fringe benefits for personal services

- Compensation and related fringe benefits for personal services (executive)
- Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements related to CNA fraud or similar misconduct where such conduct is established.
- Exchange rates
- Fines, penalties, damages and other settlements
- Goods or services for personal use by CNA staff or Board members (does not include accommodations)
- Taxes

(3) Be consistent with policies and procedures that apply uniformly to both Program and other activities of the CNA;

(4) Be accorded consistent treatment. A cost may not be assigned to this agreement as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to this agreement as an indirect cost;

(5) Be determined in accordance with generally accepted accounting principles (GAAP), except, as otherwise provided;

(6) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period; and

(7) Be adequately documented.

d) Quarterly, the CNA shall report total CNA Program Fee related expenses recorded for Phase II section 4.f.(2) above and each of the following:

- (1) Advertising and public relations;
- (2) Advisory councils;
- (3) Audit services;
- (4) Bonding costs;
- (5) Conferences;
- (6) Contributions and donations;
- (7) Depreciation;
- (8) Entertainment costs;
- (9) Equipment and other capital expenditures;
- (10) Fund raising and investment management costs;
- (11) Gains and losses on disposition of depreciable assets;

- (12) General costs of governance;
- (13) Insurance and indemnification;
- (14) Interest;
- (15) Maintenance and repair costs;
- (16) Proposal costs;
- (17) Publication and printing costs;
- (18) Rental costs of real property and equipment;
- (19) Selling and marketing costs;
- (20) Termination costs;
- (21) Training and education costs for CNA employees;
- (22) Travel costs; and
- (23) Travel costs (Executive).

SECTION D – AGREEMENT ADMINISTRATION

Period of Performance: The total duration of Phase II, including the exercise of any options under this provision, shall not exceed 30 months.

Modifications: During all phases of the agreement, the Commission reserves the right to make modifications to this agreement based upon elements that may include but are not limited to the results of the CNA's research, findings and CNA performance.

SECTION E – PHASE II DELIVERABLES SCHEDULE***NOTE: All deliverables should be by electronic mail to AFBdeliverable@abilityone.gov:***

Task Requirement/Deliverable	Ref	Due Date (No later than)	Submit to Directors of
Mandatory Milestone Briefing and Documentation (CNA Capability)	A.1	30 days after the completion of each semi-annual period	Program Management Office (PMO)
Optional Milestone Briefing and Documentation (CNA Capability)	A.2	90 days prior to the scheduled date of the briefing	PMO
Annual Strategic Employment Growth Plan	2.1.1.1	Annually, December 30, beginning 2020	Business Ops
Affiliation Process	2.1.1.2.1	November 30, beginning 2020	C & P
SPE Engagement Report	2.1.1.2.2	November 30	Executive Director
Equitable Allocation and Recommendation Policy and Procedure	2.1.1.2.3	July 31, beginning 2020, and every three (3) years thereafter, or immediately as substantive changes are incorporated	C & P
Prime Contractor	2.1.1.2.4	Annually, September 1, beginning 2021	C & P
Stakeholder Training Report	2.2.1	Annually, July 31, beginning 2020	PMO
Significant Meeting Notifications	2.2.2.3	Ten (10) business days prior to significant meeting and/or event	Strat Comm
Speaking Engagements Notifications	2.2.2.5	Ten (10) business days prior to scheduling speaking engagement with a Commission Member	Strat Comm
CNA Fees Report	5 (a)	Thirty (30) days after the end of each Quarter, beginning FY21 and continuing through Phase III	PMO
CNA Expenditure Reports	5 (b)	Thirty (30) days after the end of each Quarter, beginning FY21 and continuing through Phase III	PMO
Program Fee Related Expense Report	5 (d)	Thirty (30) days after the end of each Quarter, beginning FY21 and continuing through Phase III	PMO

SECTION F – QUALITY ASSURANCE SURVEILLANCE PLAN (PLACEHOLDER)

The Commission will provide the CNA the Quality Assurance Surveillance Plan (QASP) thirty (30) days prior to the start of Phase II of this agreement.

PHASE III: Exit and Full CNA Functionality

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SECTION A – SCOPE AND OBJECTIVES

Phase III is designated as the period in which the CNA will exit the study/development phases of the agreement and be considered a fully functioning CNA in accordance with 41 C.F.R. §51-3.2. During this phase, the CNA shall provide management, labor, supervision, materials, equipment and supplies to furnish CNA program services as outlined in this agreement and the JWOD Act, 41 U.S.C. Chapter 85 and implementing regulations, 41 C.F.R. Chapter 51. The CNA shall plan, schedule, coordinate, and ensure effective and efficient performance of all services provided. All work must be performed in a manner that promotes the Federal Government's policies and the Commission's specific objectives as set forth in implementing regulations. This is a performance-based agreement that includes performance specifications consistent with the Congressional mandate of the Consolidated Appropriations Act 2016. These performance-based specifications express the Government's requirements in the form of the minimum quality standard to be met and consequences for deficient performance.

High value is associated with sustaining and increasing employment levels achieved during Phase II of this project; developing and executing new LOBs; and identifying innovative methods to overcome barriers of employment growth.

Key performance indicators of this agreement are:

- Employment Growth
- Program Administration, Oversight, and Integrity
- NPA Support, Technical Assistance, and Development
- Training and Strategic Communications

1. MANDATORY MILESTONE REVIEW – CNA CAPABILITIES

- **Scope of Mandatory Review:** The Commission will conduct a semi-annual (every six months) milestone review continuously throughout Phase III. The purpose of this review is to determine the CNA's capability and effectiveness to execute all requirements as outlined in 41 CFR 51, as a fully functional CNA. The CNA will be required to demonstrate capabilities through a formal briefing to the Commission, supported by rationale and verifiable documentation. The briefing and documentation must be submitted to the Commission no less than (30) days prior to the end of the semi-annual period.
- **Minimum Requirements:** To ensure the CNA demonstrates proper preparation, organization, and readiness, the formal briefing (and supporting documentation) to the Commission must include –

- Detailed list, to include descriptions, of the services the CNA provides the NPAs in support of the AbilityOne Program and additional services the CNA intends to incorporate in the future (with a timeline for incorporation).
 - Details regarding the results of the implementation and execution of the CNA’s NPA affiliation process. Address the progress the CNA has made with vetting NPAs to ensure they meet AbilityOne Program’s initial qualification criteria in accordance with 41 C.F.R. § 51-4.2. Ensure details are provided regarding the number of NPAs already vetted.
 - Details regarding the implementation of the CNA’s NPA recommendation and allocation process and procedures, to include the process used to announce opportunities to the NPA community. Address in detail:
 - how many notices have been posted;
 - types of opportunities;
 - how well the NPAs are able to sufficiently respond to the notices;
 - challenges and successes experienced in this process and efforts to improve;
 - results of opportunity notices (Commission approved/disapproved, new Procurement List additions, NPAs dispute CNA recommendations, contracts awarded, etc.)
 - Detailed list of the NPAs that are officially affiliated with the CNA, description of the services (or products) the NPA can/or currently provide(s) federal customers, and the government agencies and requirements that the NPAs will potentially fulfill/are currently fulfilling.
 - Total Program Fee collected during Phase III, to include name of NPA and government customer; contract number, contract value, fee charged per contract; and brief description of product or service.
- **Commission Mandatory Review Evaluation Criteria:** The Commission will utilize the following evaluation criteria to assess the CNA’s capability and make a final decision to approve or disapprove:

Mandatory Milestone Review – CNA Capability Briefing

Analysis of Briefing	Description
Exceeds Expectations	Exceeds and addresses all minimum requirements, has 0 deficiencies, and CNA demonstrates it is fully organized and prepared.
Meets Expectations	Sufficiently addresses all minimum requirements and has no more than 2 deficiencies.
Does Not Meet Expectations	Fails to meet and/or address 3 or more minimum requirements.

Mandatory Milestone Review – CNA Capability Supporting Documentation

Relevance of Supporting Documentation	Description
Relevant	Substantiating support/documentation provides sufficient detail explaining correlation to scope of CNA roles and responsibilities or related capability(ies).
Somewhat Relevant	Substantiating support/documentation has some deficiencies (non-descriptive, lack of explanation, difficult to determine correlation to the scope of the review and related requirements of a CNA).
Not Relevant	Substantiating support is deficient, unrelated to and/or fails to sufficiently validate the CNA’s capabilities and/or substantiating evidence omitted.

Mandatory Milestone Review – Comprehensive Commission Assessment of CNA Capability

As a part of determining its confidence rating for the CNA’s capabilities, the Commission will utilize internal expertise and consider the ratings for the Analysis of Briefing and Relevance of Supporting Documentation.

Confidence in CNA Capabilities	Description
Confident	Commission has the expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA meets or exceeds briefing expectations and provides relevant supporting documentation. All CNA capabilities are verified by the Commission. No doubts or concerns.
Limited Confidence	Commission has low expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA meets briefing expectations and provides somewhat relevant supporting documentation. Some CNA capabilities cannot be verified by the Commission. One to three doubts or concerns.
No Confidence	Commission has no expectation the CNA is capable of performing the roles and responsibilities of a CNA. CNA does not meet briefing expectations and provides supporting documentation that is either

	<p>somewhat relevant and/or not relevant. CNA capabilities cannot be verified by the Commission. Four or more doubts or concerns.</p> <p style="text-align: center;">Or</p> <p>CNA meets or exceeds briefing expectations and provides supporting documentation that is not relevant. Therefore, CNA capabilities cannot be verified by the Commission. Four or more doubts or concerns.</p>
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SECTION B – DESCRIPTION/SPECIFICATIONS

1. CNA REGULATORY REQUIREMENTS

The CNA shall execute all regulatory requirements prescribed in 41 C.F.R. §51-3.2 (as listed in Phase I Section B(1) of this agreement).

2. CNA PERFORMANCE REQUIREMENTS.

The CNA shall satisfy the following performance requirements and associated tasks in accordance with the terms and conditions of this agreement, the JWOD Act, 41 U.S.C. Chapter 85 and implementing regulations, 41 C.F.R. Chapter 51, in order to ensure the CNA is successfully performing AbilityOne Program requirements:

OBJECTIVE 2.1 EMPLOYMENT GROWTH

Employment growth for persons who are blind or with significant disabilities is of pivotal importance to the AbilityOne Program . As a continuation of the Phase II Performance Requirements in CNA Capability Development, the CNA shall increase LOB and career opportunities for individuals who are blind and foster pathways that could lead to competitive, integrated employment in government, nonprofit and for-profit entities. Annually, no later than June 30, the CNA shall continue to provide the Commission a detailed Strategic Employment Growth Plan containing, at minimum, the data elements outlined in Phase II Section B 2.1.1.1.

In addition, the CNA, in consultation with NPAs, federal and state customers, blind community (including veterans), and appropriate education institutions (e.g. Mississippi State University, National Research and Training Center on Blindness and Low Vision; National Council of State Agencies for the Blind; VisionServe Alliance; etc.), shall conduct market research and analysis to inform the strategic employment growth plan. At a minimum, the Strategic Employment Growth Plan shall incorporate the market analysis results and findings and address the following:

1. Sustaining employment. Once employment growth has been established, sustainment will be critical. Sustaining existing employment shall result in no net employment loss in lines of business, absent unforeseen changes by the federal customers to phase out or insource certain lines of business or unforeseen declines in a particular industry. Further, sustainment must be measured in terms of direct labor hours (DLH) for both blind persons and total DLH separately (as reported in annual representations and certifications). The plan shall have clear objectives with measurable progress towards sustaining net employment levels.
2. Hiring new employees for existing and new lines of business. Each year the CNA shall establish an employee growth target for existing and new lines of business. At a minimum, the plan shall include the annual employee growth targets resulting in net employment growth (actual number of people performing the work) in existing and new lines of business (as measured in terms of people and FTEs). The plan shall have clear objectives with measurable progress towards increasing net employment levels.
3. Placing employees in upwardly mobile jobs in indirect labor, supervision, management or competitive employment positions (as reported in annual representations and certifications). Such integrated placements will not be factored into the 75% direct labor hour ratio that NPAs must maintain to participate in the AbilityOne Program, but may be considered when evaluating the CNA's performance.
4. Procuring (for internal use) the products and services offered by NPAs participating in the AbilityOne Program (measured by number of NPAs reporting such purchases).
5. Barriers to Employment Growth. The CNA shall provide a forecasting report that shows current market demand, future customer needs, and new customer acquisitions. In this report, the CNA shall identify and prioritize the top five (5) barriers to employment growth and the specific action plans that will be addressed within the next twelve (12) months or the duration of a shorter term.
6. A pipeline report that will show customer procurements for the succeeding twelve months.

The CNA shall also provide quarterly Strategic Employment Growth Plan updates, as part of the Comprehensive Quarterly Report, which captures progress being achieved relevant to the plan. The CNA shall submit quarterly dashboard reports to the Commission identifying actual results (in terms of full time equivalents (FTEs), direct labor hours, and actual people) of annual net

employment growth strategies as well as the number of people who moved into mainstream, competitive, integrated employment in settings inside and outside of the AbilityOne Program. This requirement shall commence no later than FY2023.

OBJECTIVE 2.2 ABILITYONE PROGRAM ADMINISTRATION, OVERSIGHT, AND INTEGRITY

2.2.1 CNA General Management and Administration: The CNA shall integrate and coordinate all activities required to provide CNA services. All requirements set forth in Phase II, to include annual and quarterly deliverables, remain in full effect within Phase III.

2.2.1.1 In-Process Reviews: The CNA shall participate in ad-hoc In-Process Reviews (IPR) of program performance with special emphasis on employment growth, financial management updates, and internal processes and procedures related to executing CNA responsibilities for the AbilityOne Program. The CNA shall submit the necessary reports and documentation to the Commission not later than 30 days after date of Commission request in preparation for the ad-hoc IPR.

OBJECTIVE 2.3 SUPPORT AND ASSIST NPAS WITH ABILITYONE REGULATORY AND FEDERAL BUSINESS REQUIREMENTS

2.3.1 Represent NPAs to the U.S. AbilityOne Commission: As set forth in the JWOD Act, 41 U.S.C. Chapter 85 and implementing regulations, 41 C.F.R. Chapter 51, the CNA shall represent the NPAs in matters before or brought to the Commission or as directed by the Commission.

2.3.1.1 NPA Qualification: The CNA shall evaluate and recommend NPA initial qualification to the Commission in accordance with 41 C.F.R. § 51-4.2. This includes, but is not limited to, evaluating whether an NPA meets the definition of a qualified NPA. The CNA shall provide assistance to NPAs to ensure that proposed NPAs have valid Commercial and Government Entity (CAGE) codes, Data Universal Numbering System (DUNS) numbers, and are registered in the federal System for Award Management upon being determined to meet the initial AbilityOne Program qualifications.

2.3.1.2 NPA Recommendation: The CNA shall recommend to the Commission, with the supporting information required by Commission procedures, NPAs for designation as mandatory sources or supply for products or services on the Procurement List. The CNA will follow its process for recommendation established in accordance with the requirements specified in Phase II, Section B.2.1.1.2.3 above.

2.3.1.3 NPA Regulatory Review and Assistance Visits (RRAV): The CNA shall monitor, report, and assist NPAs in maintaining qualification in accordance with 41 CFR § 51-4.3. The CNA shall provide training to NPAs regarding meeting regulatory requirements within the JWOD Act, 41 U.S.C. Chapter 85 and implementing regulations, 41 C.F.R. Chapter 51. The CNA shall develop a qualified NPA oversight protocol and deliver it to the Commission for review and approval within 120 days after the start of Phase III.

The CNA shall conduct RRAV of NPAs at required intervals or as may otherwise be necessary and submit a post-visit trip report (using the Regulatory Assistance Review transaction in FOA) electronically in the Procurement List Information Management System (PLIMS) containing the findings and recommendations, as required, to close-out such reviews within ten (10) business days of the review. If the CNA finds that an NPA is not maintaining Program qualification, the CNA shall require the NPA to initiate and complete corrective action(s). The CNA shall ensure that the corrective actions resulted in the correction of the deficiencies identified during the RRAV.

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 the corrective actions taken by the NPA. Supplemental post-visit trip reports shall indicate 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.

The CNA shall also provide its FY regulatory review list to the Commission no later than December 1 of each year, beginning 2022, and an End-of-the-Year Regulatory Review analysis annually, no later than January 31, beginning 2024.

2.3.1.4 NPA Phase-In Report: In accordance with 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 Comprehensive 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.

2.3.1.5 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 Comprehensive 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.

2.3.2 Representations and Certifications: The CNA shall assist the AbilityOne participating NPAs in the information gathering and filing of the NPAs' annual and project specific representations and certifications (Reps & Certs) in accordance with 41 CFR §§ 51-3.2 and 3.6.

2.3.2.1 Submission of Annual Representations and Certifications: The CNA shall review the Representations & Certifications submitted by NPAs to identify any errors, omissions, or anomalies as compared to prior submissions, regulatory review and assistance visit reports, and guidance from the Commission; and attempt to resolve them with the NPA within the first thirty (30) days of submission. The CNA shall, as part of the terms of the written agreement with the NPAs, include a provision in which the NPAs agree to provide accurate, timely and ongoing submissions for the Representations and Certifications form. Beginning in 2022, the CNA shall forward to the Commission, by December 1 annually: (1) a completed original and legible copy of the annual Representations & Certifications signed by the NPAs, and (2) Data Extract of Annual Representations & Certifications containing all information within the annual Representations & Certifications and a summary report that contains the following information:

i. Total number of Producing NPAs for the fiscal year (reconciled and agreed by the Commission) that are required to submit Representations & Certifications to "maintain qualifications" to participate in the AbilityOne Program.

ii. List of NPAs that did not submit the required Annual Representations & Certifications by the November 1 deadline.

1. List of NPAs that certified potential inaccurate/inconsistent/falsified data on the Annual Representations & Certifications Form.

- iii. Number of NPAs reporting below the Agency Overall Direct Labor Ratio required ratio (year-end cumulative), identifying any NPAs with Commission approved ratio exemptions and surges.
- iv. Narrative summary of Data Analysis
 1. Report Appendix: Representations & Certifications Data Analysis Extract – highlighting any identified data potential inaccuracies/inconsistencies/falsifications that need to be resolved with the NPA.

2.3.2.3 Risk and Financial Assessment: Upon the Commission's direction and consistent with available resources, the CNA shall obtain a third party financial assessment of an NPA to ensure that the NPA has the financial, management and business capability to fulfill the contractual obligations as a qualified NPA designated to perform work on the PL. The CNA shall provide a report to the Commission regarding the financial assessment findings, within ten (10) business days after completion of third party financial assessment.

2.3.3 Procurement List-related Operations:

2.3.3.1 Understanding NPA Capabilities and NPA Evaluation: The CNA shall understand capabilities of qualified NPAs in order to develop and recommend products and services which may be suitable for provision to the Government by the NPAs. When an NPA has submitted a proposal, the CNA shall evaluate an NPA's technical capability to furnish products and services to the Government.

2.3.3.2 NPA Recommendation and Supporting Documentation: The CNA shall obtain, review, and analyze the qualifications and capabilities of the NPAs before making recommendations of an NPA to the Commission. NPA qualifications and capabilities information includes but is not limited to the technical capabilities presentation, NPA Recommendation Process information and project development plans. The CNA shall obtain, review and submit procurement information to the Commission in support of its recommendation. Procurement information includes, but is not limited to, current contractor, market research, performance work statement, product specifications and solicitations. The CNA shall make documents and information related to the NPA Recommendation Process available within ten (10) business days of a written request from the Commission. In carrying out the responsibilities of this agreement and meeting the delivery requirements, the CNA shall require the NPAs to certify that the NPA information and documentation are complete, accurate, and timely, in accordance with the Commission manuals

2.3.3.3 Complex Projects Feasibility Analysis: The CNA shall conduct an analysis of all complex projects in terms of their feasibility for addition to the PL. The results of the feasibility analysis will be reported to the Commission in accordance with the Commission's guidance for complex projects. 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.

2.3.3.4 Proposed Additions to the Procurement List: As related to proposed additions to the PL, both the CNA and NPAs shall certify that the proposed additions to the PL and all supporting documentation, are accurate, complete and comply with all Program regulations, policy and procedural requirements, when submitted to the Commission. All proposed additions to the PL shall be submitted through PLIMS. The CNA shall ensure that all service package proposed additions to the PL are submitted to the Commission through PLIMS no later than 120 days prior to the start of the service project period of performance.

2.3.3.5 Changes to the Procurement List: Assist the Commission with maintaining the PL by submission of changes and updates to PL information including supporting documentation and information required by Commission procedures.

2.3.3.6 NPA Performance Quality Technical Assistance: The CNA shall monitor and assist NPAs in maintaining contract performance and provide technical assistance to NPAs as necessary and consistent with available resources. Technical assistance includes, but is not limited to, federal procurement subject matter expertise, quality assessment, development of performance improvement plans (PIP), business process reengineering and rehabilitation engineering. If either the NPA or the CNA receives notice of unsatisfactory performance from the customer, the CNA shall assist in resolution. The CNA shall establish, maintain and execute a Performance Improvement Plan (PIP) system as appropriate that supports strict agreement compliance by the NPAs. The CNA shall notify the Commission within ten (10) business days of initiating or terminating a PIP. If the PIP or other corrective action is unsuccessful, the CNA shall recommend reallocation of the product or service to another qualified NPA.

2.3.3.7 Federal Prison Industries Partial Waiver Report: Quarterly, as part of the Comprehensive Quarterly Report, 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.

2.3.3.8 Co-Brand Report: Quarterly, 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 quarterly co-brand report will be provided by the Commission to the CNA on or about the first business day of each quarter 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 no later than fifteen (15) days after the end of each quarter, 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 PL 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.

2.3.3.9 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 PL 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 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).

2.3.4 Fair Market Price (FMP):

2.3.4.1 Recommended FMP Submission: The CNA shall submit to the Commission all material documentation used in the compilation, negotiation, and preparation of recommended- FMP, including actions to review and update, in accordance with Commission policies and procedures, and within ten (10) business days after negotiations conclude and before contract is signed. In carrying out the responsibilities of this Agreement and meeting the delivery requirements, the CNA shall require that the NPAs certify that required information and documentation are complete, accurate, and timely, in accordance with the Commission manuals.

2.3.4.2 Cost and Price Point of Contact: The CNA shall designate and maintain a primary Point of Contact for all PL Price and Price-related matters.

2.3.5 Project-level Information: The CNA shall review the requested project-level information provided by the NPAs to identify any errors, omissions, or anomalies and make available to the Commission and the Contracting Activity for inspection within ten (10) business days of request by the Commission.

2.3.6 CNA Due Diligence Review: The CNA shall perform reasonable due diligence consistent with available resources to review and verify that the NPAs comply with their Program obligations. The CNA shall follow its procedure to use comparative data and trend analysis to identify and correct anomalies and errors, as appropriate. Although the CNA will use good faith efforts in this regard, the CNA cannot warrant or certify the completeness, accuracy, adequacy or timeliness of any information or documentation provided to the CNA or the Commission by existing or potential NPAs.

Objective 2.4 Stakeholder Training and Strategic Communications

2.4.1 Stakeholder Training Reports:

The CNA shall implement all training programs established in Phase II of the agreement for CNA staff training, blind workforce training, NPA procurement training, NPA Training on Employment and any Commercial Business training based on Commission approval. All requirements set forth in Phase II, to include annual and quarterly deliverables, remain in full effect within Phase III.

Annually, no later than July 31, beginning in 2020, the CNA shall provide training reports to the Commission with highlights provided in each Comprehensive Quarterly Report submission.

The training reports and updates shall include, but are not limited to, the number of employees trained, type of training provided, training description, source of training, duration of training, future training opportunities, training results, and attendee course evaluation feedback.

2.4.2 Strategic Communications Support and Collaboration

2.4.2.1 Scope of Strategic Communications: For the purposes of this Agreement, the term “Strategic Communications” is used to describe both the strategic communications function, the government affairs and public policy function of the CNA, and Commission government affairs function. However, no hierarchical relationship is implied. The government affairs and public policy function may be referred to separately in this Agreement. The scope of Strategic Communications refers to CNA activities in this area paid for with fees charged under this Agreement (also referred to as “AbilityOne Program-related activities” in this Section).

Within this scope, the CNA shall consider Strategic Communications to include Program-related communication activities conducted by other functions within the organizations including but not limited to business development meetings with federal customers at senior levels as described in this section. Strategic communications includes internal and external communications, including communications with key AbilityOne Program stakeholders in senior level positions and roles (e.g., CNA Board of Directors, CNA staff including CEO, all VP levels, Directors, and CNA Senior Leaders in geographic or other structural positions, any of whom are meeting with military or civilian commanders, Federal Senior Executive Service, Executive Leaders, Flag Officers, Political Appointees, including the Executive Branch/Administration) as well as the scope and nature of the meeting (e.g., discussions on policy, budget or advocacy; MOA/MOUs related to the AbilityOne Program; and program/project plans/initiatives or other AbilityOne Program matters, as identified by the Commission).

Within Section 2.4.2, the following five (5) elements shall be considered minimum elements for the purposes of the Quality Assurance Surveillance Plan (QASP):

1. Provide Written Notice to the Commission Prior to Significant Meetings or Events;
2. Public Relations;
3. Web and Social Media Support
4. Advertising and Market Research; and
5. Plans

Within the Quality Assurance Surveillance Plan Strategic Communications section, performance refers to products and services consistent with recognized standards of

research, planning, implementation, evaluation and outcomes established by professional associations.

The Commission acknowledges that Strategic Communications Public Relations, Marketing Support, Conference Support, and other Strategic Communications Support and Collaboration including as related to media, agency officials and other senior government personnel are part of the CNA's work under this agreement and may be performed by the CNA using Program Fee.

2.4.2.2 : The scope of Strategic Communications also includes, but is not limited to, the following to the extent that they are directly related to the Program:

1. All communications activities including public relations, as well as tools that support general education of Federal customers;
2. Marketing and positioning of the AbilityOne Program, at the high level, including price, product / message, promotion, and placement;
3. Inventory of products and services, including a portfolio of solutions, how to position them, and geography / reach;
4. Reputation management and relationship management, including supporting tools;
5. Research that is informing and directional;
6. Industry analysis;
7. Tracking, reporting and, as needed, analyzing the status and progress of issues including key legislative, regulatory, association and other government affairs actions, activities, proposals, processes and programs on both the state and Federal level that have implications for the AbilityOne Program. Government Affairs and Public Policy reporting should encompass, as needed and as appropriate, all branches of government – executive, legislative and judicial.
8. Within this Section, where the Commission specifically requests support from the CNA, it shall be understood that the Commission will direct that support unless otherwise agreed by the parties.

2.4.2.3 Collaboration and Alignment: The CNA and the Commission will share information and work collaboratively to create and optimize transparency, alignment, two-way communication, awareness, understanding and preference for the AbilityOne Program among internal and external audiences. The CNA shall consult with the Commission on research, planning, execution and measurement of tactical and strategic activities within AbilityOne Program-related Strategic Communications, as well as Government Affairs and Public Policy, on an as-needed basis or as scheduled by the Commission.

The CNA shall share content with the Commission, including messaging, and recommend and implement strategies and tactics to provide clear, consistent, cohesive and aligned AbilityOne Program Strategic Communications, and Government Affairs and/or Public Policy. This content shall include priorities and messaging that may be provided by the Commission. The CNA shall also support and participate in meetings as scheduled by the Commission, which may include but are not limited to: (1) significant meetings on policy, budget or advocacy; (2) MOA/MOUs related to the AbilityOne Program; (3) program initiatives and project plans; and/or (4) other AbilityOne Program matters as identified by the Commission. The CNA may request meetings as needed.

Unless otherwise indicated, consultations are conducted by the Commission's Strategic Communications Directorate, which includes Public Affairs, Government Affairs, and Public Policy.

2.4.2.4 Providing Written Notice to the Commission Prior to Significant Meetings or Events: To the extent practicable, the CNA shall ensure the Commission has notice in writing at least ten (10) days in advance, including agenda, of significant meetings. In the event of a Commission concern about the Commission or AbilityOne Program position being presented, the parties shall communicate and reach a resolution prior to the significant meeting. Significant meetings and events include meetings with key stakeholders, Congressional members and staff, White House and Executive Office of the President, and members of the blind community. The CNA acknowledges and agrees that it is not authorized to represent or advocate on behalf of the Commission or the AbilityOne Program to Congressional members and staff, White House and Executive Office of the President or other key stakeholders. The parties shall meet monthly and/or report at the Strategic Communications Committee to discuss monthly activities. The Strategic Communications Committee, on a quarterly basis, will discuss significant meetings on policy, budget or advocacy, MOA/MOUs related to the AbilityOne Program, program/project plans/initiatives or other AbilityOne matters, or other similar issues as identified by the Commission.

“Significant meetings” generally refer to the position and level of the participants and include but are not limited to CNA Board of Directors; CNA VPs and above who are meeting with military or civilian commanders; federal Senior Executive Service, Executive Leaders; Flag Officers; and Political Appointees, including the Executive Branch/Administration and elected Congressional Representatives and their staffs. The term “blind community” generally refers to a group or organization of blind consumers, advocacy or activist groups such as member organizations (e.g., American Council of the Blind (ACB), National Federation of the Blind (NFB), Blinded Veterans of America (BVA)). The CNA shall not communicate a position on behalf of the Commission or the AbilityOne Program that has not been approved by the Commission in advance.

2.4.2.5 AbilityOne Program Meetings, Event and Conference Support: Consistent with available resources, the CNA shall provide support and resources for effective AbilityOne Program outreach to NPAs, members of the blind community, government customers, and employers in the public, private and nonprofit sectors who can serve as options for employees who want to move into mainstream, competitive, integrated employment.

2.4.2.6 Public Relations: As requested by the Commission, and consistent with available resources, the CNA shall provide content; report significant AbilityOne Program speaking engagements by CNA staff; and support planning for AbilityOne Program events, related media coverage, and special media campaigns. The CNA shall provide the Commission with advance notification of any potential speaking engagements involving Commission members or staff at least ten (10) business days before such individuals are contacted. The CNA shall share messaging, media relations, and crisis communications with Commission Public Affairs in a timely manner that provides the Commission with advance and appropriate situational awareness.

2.4.2.7 Web and Social Media Support: On an as needed basis, and consistent with available resources, the CNA shall provide appropriate digital content to the Commission for web and social media purposes, and consult with the Commission on web and social media activities of shared interest.

2.4.3 Advertising and Market Research:

2.4.3.1 Advertising and Supporting Materials: The CNA shall coordinate with the Commission on advertising to include timing, content and placement on a schedule that provides the Commission advance notice to avoid unnecessary duplication and

expenditure of resources. Where appropriate, the CNA shall reference the AbilityOne Program in all of its Program-related advertising to explicitly link the CNA and the AbilityOne Program-related activities. The CNA shall submit a proposed annual calendar of all AbilityOne Program ad placements no later than 30 days before the annual period begins and subject to quarterly review. The CNA shall, to the extent practicable, submit all AbilityOne Program-related ads for review and/or approval at least 30 days before the ad creative is due. Approved formats shall be deemed “pre-approved” for additional use until specified otherwise by the Commission. The CNA shall consult with the Commission when obtaining paid display advertising for or about the AbilityOne Program, to include the CNA’s role as an Authorized AbilityOne Enterprise. The CNA shall maintain and distribute public service advertising about the AbilityOne Program in consultation with the Commission. The CNA shall provide signs, posters or other large scale graphics as needed for promotional purposes.

2.4.3.2 Market Research and Analysis: The CNA shall conduct awareness, understanding and/or customer satisfaction surveys in consultation with the Commission to support Commission communication initiatives and measurements. The CNA shall provide both notice to the Commission and an opportunity to review survey questions and methodologies at least 30 days before any AbilityOne program-related survey is conducted. The CNA shall provide the Commission with all results of all AbilityOne program-related surveys no later than 30 days after the survey results are available.

2.4.4 Trademark and Licensing Agreement:

2.4.4.1 Licensing and Sublicensing of AbilityOne name, trademark, and logo: The Commission is the sole owner of the trademark “AbilityOne”; which, along with the AbilityOne logo, are the official recognition marks of the AbilityOne Program. The Commission hereby grants to the CNA a world-wide, non-exclusive, royalty-free use of the trademark and logo while the CNA is acting in its responsible role as a CNA in the AbilityOne Program. Additionally, the CNA is authorized to further grant a world-wide, non-exclusive, royalty-free use of the trademark and logo as a Sub-License to qualified NPAs in the AbilityOne Program. In particular, although not limited to, the Licensee or Sub-Licensee will use the trademark and logo as follows:

- (a) In a tagline following the CNA’s name as follows: “(CNA Name), An AbilityOne Authorized Enterprise”;
- (b) In a tagline following the NPA’s (Sub-Licensee’s) name as follows: “(Nonprofit Agency name), An AbilityOne Authorized Provider”;

- (c) In any professional manner wherein the CNA is performing its delegated responsibilities as a designated CNA; and
- (d) In connection with Licensee's/Sub-Licensee's manufacturing, packaging, processing, advertising, promoting, distributing and selling of goods and services on the PL of the Committee and which are sold to the Federal Government.

The CNA shall adhere to all terms of the license granted under this agreement and use the trademark and logo in such a way as to professionally promote the AbilityOne Program and the CNA's status as a central nonprofit agency designated by the Commission pursuant to 41 U.S.C. § 8503(c). The CNA agrees that such use of the trademark and logo will be accomplished so that there is no appearance of the Commission or Government endorsement or authorization of, or affiliation with, the CNA and the NPA Sub-Licensee, other than as such affiliation is specified herein between the Commission and the CNA or NPA Sub-Licensee. More specifically, the CNA or NPA Sub-Licensee shall not use the trademark and logo in communicating with Members of Congress or their staffs, Executive agency senior leaders or their staffs, or other individuals or entities not affiliated with the AbilityOne Program in any manner that could appear that the Commission authorized, approved or agrees with the contents of the communication without advance approval by the Commission.

As authorized by this subsection, the CNA shall further grant sub-license for use of the registered trademark "AbilityOne" with each of the qualified NPAs; when discovered by the CNA, report infractions of use by any Sub-Licensee to the Commission (to the extent the CNA is aware) and take corrective action as needed. The CNA shall monitor and supervise the use of the registered trademark and logo, reporting any inappropriate use discovered by the CNA to the Commission (to the extent the CNA is aware).

The Commission retains all rights, authorities and use of the AbilityOne or AbilityOne Program name, trademark and logo. The CNA hereby acknowledges and agrees that the Commission is the sole owner of the trademark and logo, the goodwill pertaining thereto, and that nothing contained herein shall constitute an assignment of the trademark or logo, or grant to the CNA of any right, title or interest therein, except the right to use it as set forth herein.

The execution of this agreement supersedes any and all authorities granted in previous license agreements, effective upon the effective date of this agreement and the separate written agreements between the CNA and qualified NPAs.

2.4.5 Reports:

2.4.5.1 Quarterly Activities Report: The CNAs shall provide quarterly activities reports on (1) Strategic Communications, and (2) Government Affairs and Public Policy. Reports shall be submitted to the Commission, on a quarterly basis, as part of the Comprehensive Quarterly Report. As may be required by the Commission, reports shall include, but not be limited to, information about past, present and future internal and external activities such as events, programs, initiatives, key stakeholder engagement and outreach, executive communications, surveys, focus groups, web and social media assessments, and associated metrics. The report shall be submitted in a standardized format agreed to by the parties and, as needed, include additional content as may be directed by the Commission.

2.4.5.2 Strategic Communications Annual Activities Report: The CNA shall submit an annual report no later than January 31, beginning in 2023, summarizing selected Quarterly Activities Reports elements identified by the Commission for the preceding fiscal year.

2.4.6 Audits: The Commission may require the CNA to perform an audit of its overall Strategic Communications to systematically assess capacity for, or performance of, essential Strategic Communications practices. The audit shall be conducted using standard audit practices and any key areas suggested by the Commission. As may be reasonably required by the Commission, the audit shall include historical information, as well as information related to Nonprofit Agency Strategic Communications. The audit report shall be submitted on a mutually agreeable date.

2.4.7 Plans: The CNA shall submit an annual Strategic Communications plan no later than September 1, beginning in 2023, to the Commission, which may require certain format and content elements. This plan should include the CNA's AbilityOne Program-related communication activities. The Commission may request coordination and/or approval of Strategic Communications plans for selected activities and events for the following fiscal year.

2.4.8 Support: The CNA shall provide writing, editing and planning support to the Commission, as required, for activities and events on a frequency to be coordinated by the CNA and the Commission consistent with available resources.

SECTION C – AGREEMENT ADMINISTRATION

Period of Performance: The total duration of Phase III, including the exercise of any options under this provision, shall not exceed 18 months.

Modifications: During all phases of the agreement, the Commission reserves the right to make modifications to this agreement based upon elements that may include but are not limited to the results of the CNA's research, findings and CNA performance.

SECTION D – PHASE III DELIVERABLES SCHEDULE

NOTE: All deliverables should be by electronic mail to AFBdeliverable@abilityone.gov:

Task Requirement/Deliverable	Ref	Due Date (No later than)	Submit to Directors of
Mandatory Milestone Briefing and Documentation (CNA Capability)	A.1	30 days after the completion of each semi-annual period	Program Management Office (PMO)
Annual Strategic Employment Growth Plan	2.1	Annually, no later than December 30 beginning 2020 (started under Phase	Business Operations (Bus Ops)
Annual Strategic Employment Growth Plan Updates	2.1	Quarterly, as part of the Comprehensive Quarterly Report.	Business Operations (Bus Ops)
Ad-Hoc Internal Process Review (IPR) Documentation	2.2.1.1	30 days after Commission request	Contracting and Policy (C & P)
NPA Oversight Protocol	2.3.1.3	Within 120 days after the start of Phase III	Compliance
NPA Regulatory Assistance Visits Post-Visit Reports	2.3.1.3	Within ten (10) business days of such visits	Compliance
Supplemental Compliance Visit Report Corrective Actions Close Out	2.3.1.3	Within ten (10) business days of receipt of documentation from the NPA attesting to completion of the corrective action.	Compliance
End of year Regulatory Review List	2.3.1.3	No later than September 1, beginning 2022	Compliance
End of year Regulatory Review Analysis	2.3.1.3	No later than January 31, beginning in 2024	Compliance
Phase-In Report	2.3.1.4	Quarterly, as part of the Comprehensive Quarterly Report*	Compliance

Overall Direct Labor Hour Ratio Report	2.3.1.5	Quarterly, as part of the Comprehensive Quarterly Report*	Compliance
Annual Reps and Certs	2.3.2.1	Annually, December 1, beginning 2022	Compliance
Annual Reps & Certs End of Year Analysis	2.3.2.1	Annually, December 1, beginning 2022	Compliance
Data Extract of Annual Reps & Certs	2.3.2.1	Annually, December 1, beginning 2022	Compliance
NPA Risk & Financial Assessment Report	2.3.2.3	Within ten (10) business days after completion of third party financial assessment	C&P
NPA Recommendation Process documents	2.3.3.2	Within ten (10) business days of Commission Request	Bus Ops
Complex Projects	2.3.3.3	As Required	Bus Ops
Proposed Additions to the Procurement List	2.3.3.4	No later than 120 days prior to the start of the service project period of performance	Bus Ops
Changes to the Procurement List	2.3.3.5	As Required	Bus Ops
NPA Performance Improvement Plan (PIP)	2.3.3.6	Within ten (10) business days of initiating or terminating PIP	Bus Ops
Quarterly FPI Partial Waiver Report	2.3.3.7	Quarterly, as part of the Comprehensive Quarterly Report	Bus Ops
Co-Brand Report	2.3.3.8	Quarterly, no later than fifteen (15) days after the end of each quarter	Bus Ops
Replacement Products Report	2.3.3.9	Quarterly, no later than fifteen (15) days after the end of each quarter	Bus Ops
Submission of Fair Market Price (FMP) Documentation and Recommendations	2.3.4.1	Within ten (10) business days after negotiations conclude and before contract is signed.	Bus Ops

Project-Level Information	2.3.5	Within ten (10) business days of request	Bus Ops
Annual Training Reports	2.4.1	Annually, no later than July 31, beginning 2020	Program Management Office (PMO)
Quarterly Training Updates	2.4.1	Quarterly, as part of the Comprehensive Quarterly Report	PMO
Notification of Significant Meetings	2.4.2.4	At least ten (10) calendar days prior to significant meeting or event	Strat Comm
Notification of Speaking Engagements	2.4.2.6	Ten (10) business days prior to scheduling speaking engagement with a Commission Member	Strat Comm
Web and Social Media Support	2.4.2.7	As Required	Strat Comm
Proposed annual calendar of all AbilityOne Program ad placement	2.4.3.1	No later than 30 days before the annual period begins and subject to quarterly review	Strat Comm
Market Research and Analysis Surveys	2.4.3.2	30 days before surveys are conducted	Strat Comm
Strategic Communications Quarterly Report	2.4.5.1	Quarterly, as part of the Comprehensive Quarterly Report	Strat Comm
Strategic Communications Annual Activities Report	2.4.5.2	January 31, beginning 2023	Strat Comm
Strategic Communications Audit Report	2.4.6	As Required	Strat Comm
Strategic Communications Annual Plan	2.4.7	September 1, beginning 2023	Strat Comm

Comprehensive Quarterly Reports are due 45 days after the completion of 1st, 2nd and 3rd quarters, and 60 days after completion of 4th quarter (February 15, May 15, August 15, and November 30); does not apply to Quarterly CNA Fees and Expenditures Reports (Phase II

Section 6. C) required by Congress which shall be submitted within thirty (30) days after the end of each FY Quarter, unless otherwise defined above. Elements of this report are specifically stated in Phase III performance requirements under several parts of that section.

SECTION E – QUALITY ASSURANCE SURVEILLANCE PLAN (PLACEHOLDER)

The Commission will provide the CNA the Quality Assurance Surveillance Plan (QASP) thirty (30) days prior to the start of Phase III of this agreement.

SECTION F – LIST OF ATTACHMENTS

Attachment 1 List of Regulations and Policies

Attachment 2 Definitions and Terms

Attachment 1 -- LIST OF REGULATIONS AND POLICIES

The following regulations and policies are documents the CNA shall follow when developing their processes and procedures for performing work under the AbilityOne Program and in accordance with this agreement:

1. 41 U.S.C. Chapter 85
2. 41 C.F.R. Chapter 51
3. Public Law 114-113 2016, Consolidated Appropriations Act, 2016
4. Commission Policies

Attachment 2 -- DEFINITIONS AND TERMS

Term	Definition
<i>AbilityOne Program</i>	The program authorized by the Javits-Wagner-O’Day Act to increase employment and training opportunities for persons who are blind or have other severe disabilities through Government purchasing of commodities and services from nonprofit agencies employing these persons.
<i>Affiliated NPA</i>	Non-profit agency that has been vetted and determined to be qualified and approved to associate with a Central Non-profit Agency under the AbilityOne Program.
<i>Agreement Officer</i>	Commission person with the authority to execute, administer, and/or terminate this Agreement, and make related determinations and findings.
<i>Blind</i>	An individual or class of individuals whose central visual acuity does not exceed 20/200 in the better eye with correcting lenses or whose visual acuity, if better than 20/200, is accompanied by a limit to the field of vision in the better eye to such a degree that its widest diameter subtends an angle no greater than 20 degrees.
<i>Central nonprofit agency (CNA)</i>	An agency organized under the laws of the United States or of any State, designated in accordance with the Javits-Wagner O’Day Act, operating in the interest of the blind or persons with other severe disabilities, the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual, and designated by the Commission to facilitate the distribution (by direct allocation, subcontract, or any other means) of orders of the Government for commodities and services on the Procurement List among nonprofit agencies employing persons who are blind or have other severe disabilities, to provide information required by the Commission to implement the AbilityOne Program, and to otherwise assist the Commission in administering these regulations as set forth herein by the Commission.

Term	Definition
<i>Co-Brand</i>	For the purposes of the JWOD Program, a co-brand is comprised of a commercial nationally-recognized brand name (or occasionally, a regionally-recognized brand name) and the JWOD Program's name and/or the SKILCRAFT® brand name (licensed by National Industries for the Blind) on any product that is either proposed for addition or has previously been added to the Procurement List.
<i>Commercial Business</i>	A business that makes or intends to make a profit. Synonymous with for-profit and private sector.
<i>Commission</i>	The Committee for Purchase From People Who Are Blind or Severely Disabled is the federal agency which administers the AbilityOne Program. NOTE: The agency began operating as the U.S. AbilityOne Commission effective October 1, 2011.
<i>Complex Project</i>	A proposed Procurement List addition that requires an advance feasibility assessment with the Commission staff, due to potential risks or high visibility. Complex projects may include, but are not limited to, annual values above \$5 million, phase-in requests that begin with a direct labor ratio below 50%, multiple nonprofit agency prime/subcontractor relationships, or non-traditional lines of business for the AbilityOne Program.
<i>Contracting activity</i>	Any element of an entity of the Government that has responsibility for identifying and/or procuring Government requirements for commodities or services. Components of a contracting activity, such as a contracting office and an ordering office, are incorporated in this definition, which includes all offices within the definitions of “contracting activity,” “contracting office,” and “agreement administration office” contained in the Federal Acquisition Regulation, 48 CFR § 2.101, Definitions.
<i>Customer</i>	Federal government agency purchasing products or services listed on the Commission’s Procurement List.

Term	Definition
<i>Direct labor</i>	All work required for preparation, processing, and packing of a commodity or work directly related to the performance of a service, but not supervision, administration, inspection or shipping.
<i>Entity of the Government</i>	Any entity of the legislative branch or the judicial branch, any executive agency, military department, Government corporation, or independent establishment, the U.S. Postal Service, and any non-appropriated fund instrumentality under the jurisdiction of the Armed Forces.
<i>Federal agency</i>	See <i>Entity of the Government</i>
<i>Federal Fiscal year</i>	The 12-month period beginning on October 1 of each year.
<i>Government</i>	See <i>Entity of the Government</i>
<i>Interested person or Interested party</i>	An individual or legal entity affected by a proposed addition of a commodity or service to the Procurement List or a deletion from it.
<i>Lines of Business(es) (LOBs)</i>	A product or service or a set of related products or services that serve a particular customer transaction or business need.
<i>Military resale commodities</i>	Commodities on the Procurement List sold for the private, individual use of authorized patrons of Armed Forces commissaries and exchanges, or like activities of other Government departments and agencies.
<i>Nonprofit agency (NPA)</i>	An organization organized and operated under the laws of the United States or any State, exclusively for an Internal Revenue Code-defined exempt purpose, and none of its earnings may inure to any private shareholder or individual. See Qualified NPA.
<i>Other severely disabled and Severely disabled individuals</i>	A person (other than a blind person) who has a significant physical or mental impairment (a residual, limiting condition resulting from an injury, disease, or congenital defect) which limits the person's functional capabilities (mobility, communication, self-care, self-direction, work tolerance or work skills) that the individual is unable to engage in normal competitive employment over an extended period of time.

Term	Definition
(hereinafter persons with significant disabilities)	<p>(1) Capability for normal competitive employment shall be determined from information developed by an ongoing evaluation program conducted by or for the nonprofit agency and shall include, as a minimum, a preadmission evaluation and a reevaluation at least annually of each individual's capability for normal competitive employment.</p> <p>(2) A person with a significant mental or physical impairment who is able to engage in normal competitive employment because the impairment has been overcome or the condition has been substantially corrected is not “other significantly disabled” within the meaning of the definition.</p> <p>In correspondence and policy, the term “significant disability” is synonymous with the term “severe disability” as defined in 41 U.S.C. § 8501 and the applicable regulations.</p>
<i>Personal Conflict of Interest</i>	<p>A situation in which a covered employee has a material financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and perform required fiduciary duties. (A de minimis interest that would not “impair the employee’s ability to act impartially” is not covered under this definition.)</p> <p>(1) Among the sources of personal conflicts of interest are—</p> <ul style="list-style-type: none"> (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household; (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business for the covered employee, close family members or other members of the covered employee’s household); and (iii) Gifts, including travel.
<i>Procurement List</i>	<p>A list of commodities (including military resale commodities) and services the Commission has determined suitable to be furnished to the Government by nonprofit agencies for the blind or nonprofit agencies employing persons with significant disabilities pursuant to the JWOD Act and associated regulations.</p>

Term	Definition
<p><i>Program Fee</i> (also known as, AbilityOne Program Fee or CNA Fee)</p>	<p>Program Fee is the maximum fee authorized to be collected that is directly generated and/or earned by the CNA in the performance of this Agreement consistent with the JWOD Act, 41 U.S.C. Chapter 85, and implementing regulations, 41 C.F.R. Chapter 51. This does not preclude the CNA from collecting any and all additional payments for work performed by the CNA under this agreement and/or in accordance with relevant statutory and regulatory requirements.</p>
<p><i>Qualified nonprofit agency</i> (hereinafter qualified nonprofit agency)</p>	<p>An agency organized under the laws of the United States or any State, operating in the interests of blind individuals or individuals with significant disabilities (who may or may not also be blind), and the net income of which does not inure in whole or in part to the benefit of any shareholder or other individual; which applies for and is accepted for initial qualification and maintains such qualification in the AbilityOne Program pursuant to 41 CFR § 51-3 and -4; and which complies with applicable occupational health and safety standards prescribed by the Secretary of Labor; and which in furnishing commodities and services (whether or not the commodities or services are procured under these regulations) during the fiscal year employs blind individuals or individuals with significant disabilities (including blind) for not less than 75 percent of the work-hours of direct labor required to furnish such commodities or services.</p>
<p><i>Significantly Disabled individual or persons with a significant disability</i></p>	<p>A person other than a blind person who has a significant physical or mental impairment (a residual, limiting condition resulting from an injury, disease, or congenital defect) which so limits the person's functional capabilities (mobility, communication, self-care, self-direction, work tolerance or work skills) that the individual is unable to engage in normal competitive employment over an extended period of time.</p> <p>(1) Capability for normal competitive employment shall be determined from information developed by an ongoing evaluation program conducted by or for the nonprofit agency and shall include, as a minimum, a preadmission evaluation and a reevaluation at least annually of each individual's capability for normal competitive employment.</p> <p>(2) A person with a significant mental or physical impairment who is able to engage in normal competitive employment because the impairment has been</p>

Term	Definition
	<p>overcome or the condition has been substantially corrected is not “other significantly disabled” within the meaning of the definition.</p> <p>In correspondence and policy, the term “significant disability” is synonymous with the term “severe disability” as defined in 41 U.S.C. § 8501 and the applicable regulations.</p>
<i>State</i>	<p>The 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any territory remaining under the jurisdiction of the Trust Territory of the Pacific Islands.</p>
<i>U.S. AbilityOne Commission</i>	<p>Operating name of the Committee for Purchase From People Who Are Blind or Severely Disabled</p>