



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

1. Page 4, Executive Summary – Removed duplicate statement of “employing persons who are blind” and paragraph now reads as: National Industries For The Blind, hereinafter referred to as CNA, has historically served as a Commission-designated central nonprofit agency within the AbilityOne Program as identified in 41 C.F.R. § 51-3 and FAR 8.701 to represent Nonprofit Agencies ("NPAs") employing persons who are blind, and thereby facilitating the distribution of orders by the Federal Government for commodities and services on the Procurement List (“PL”) among qualified NPAs under the Program.
2. Page 5, Section A.1. Purpose – Added language specific to JWOD Act, paragraph now reads: The JWOD Act also requires the Commission to designate CNAs to facilitate the distribution of Federal Government orders by direct allocation, subcontract, or any other means.
3. Page 5, Section A.2, Central Nonprofit Agency Designation – Capitalized central nonprofit agency.
4. Page 6, Section A.3, Description of Services – Removed duplicate entire paragraph as follows: The overall purpose of this Agreement is to implement Consolidated Appropriations Act, 2016, Public Law 114-113 2016, by establishing the governing relationship between the Commission and the CNA to ensure effective stewardship and to increase employment and training opportunities for persons who have other significant disabilities through the delivery of products and services by the NPAs to Federal Government customers in accordance with and in furtherance of the JWOD Act.
5. Page 8, Section B.1.b – added clarifying language to read: Furthermore, this Agreement does not create any rights for the CNA to collect Program Fee from the Commission and the CNA waives any other basis to collect Program Fee from the Commission.
6. Page 8, Section B.2, Program Fee Ceiling – Moved second paragraph to Section B.3.e for alignment with appropriate topic.
7. Page 9, Section B.3.e – Language moved from B.2 “Use of Fee Collected. The CNA shall use the Program Fee collected only for the intended purposes, under terms and conditions of this Agreement, and in furtherance of the AbilityOne Program, unless otherwise expressly instructed in this Agreement or by the Commission PMO.”
8. Page 9, Section B.3.f – Added language to address language in Commission Policy 51.302 “The CNA shall develop and submit policies and procedures that address exceptions of waivers to application of Program Fees within the Commission-approved ceilings, and that address NPAs’ appeals of Program Fees, to the Commission for review in accordance with the requirements set forth in this Agreement.”
9. Page 9, Section B.6 – Updated Special Consideration language from “All data will be reviewed quarterly for impacts attributed to COVID-19 either directly or indirectly. The cause and effect must be clearly articulated, and will be taken into consideration when

calculating performance measurements throughout the pandemic crisis” to “The Commission may provide exceptions to the requirements in this Agreement or the standards in the QASP when necessary due to unforeseeable causes beyond the control and without the fault or negligence of the CNA or NPAs. Such causes may include acts of God or public enemy; acts of Government in its sovereign or contractual capacity; acts of another contractor performing a contract with the Government; fires; floods; epidemics or pandemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both contractors and subcontractors.

The CNA shall provide data related to any such unforeseeable cause to the Commission PMO. All data will be reviewed quarterly for impacts attributed to such unforeseeable cause either directly or indirectly. The cause and effect must be clearly articulated and will be taken into consideration when calculating performance measurements for the duration of the unforeseeable cause.”

10. Page 11, Section C.2.A – Added clarifying language for Commission policies. “The Commission will perform responsibilities outlined in the JWOD Act, 41 U.S.C. Chapter 85, implementing regulations, 41 C.F.R. Chapter 41, and Commission policies.
11. Page 12, Section C.2.B – Added language for consistency. “The CNA shall perform the responsibilities outlined in the JWOD Act, 41 U.S.C. Chapter 85 and implementing regulations, 41 C.F.R. Chapter 51 consistent with available resources.”
12. Page 15, Section C.3.1.1. para. 3 – clarified QASP measurement. “(1) Plan approved and in place to increase upward mobility and competitive placements and (2) demonstrated percentage increase, measured against CNA’s entire NPA AbilityOne workforce.”
13. Page 16, Section C.3.1.1. last para – clarified employment growth plan. “The CNA shall also provide quarterly employment growth plan updates, as part of the quarterly report, that capture progress being achieved relevant to the employment growth plan.”
14. Page 19, Section C.3.2.4.1 – Memoranda of Agreement (MOAs), Memoranda of Understanding (MOUs). Deliverable due date changed from “Annually, no later than January 31” to “as requested.” Language now reads “As requested, the CNA shall submit a report of all current MOAs/MOUs with federal agencies to the Commission PMO.”
15. Page 19, Section C.3.2.4.2.4 – Expenditures, language added to read, “This report shall provide annual detail of: previous year’s AbilityOne Program Fee revenue and expenditure results; previous year’s budget; current year’s projected results that include anticipated AbilityOne Program Fee revenues and expenses; current year’s budget; and next year’s draft budget.”
16. Page 20, Section 3.2.5 – Equitable Allocations and Recommendations, due date language changed from “every three years” to just when substantive changes are made. Paragraph

now reads “The CNA shall submit the NPA Allocation and Recommendation policies and procedures to the Commission PMO when substantive changes are incorporated: substantive changes... 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.”

17. Page 21, Section C.3.2.7.3 – Complex Projects Feasibility Analysis, paragraph deleted in its entirety. “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 analysis is not submitted via PLIMS, as it is understood that the analysis is submitted to generate discussion and a decision at a point in time well before an add product/service package would be received in PLIMS.”
18. Page 21, Section 3.2.7.4 – Proposed Additions to the Procurement List, renumbered to 3.2.7.3 and PLIMS is spelled out in first use. “All proposed additions to the PL shall be submitted through the Procurement List Information Management Systems (PLIMS).”
19. Page 21, Section 3.2.7.5 NPA Performance Quality Assistance, language added for consistency. “The CNA shall monitor and assist NPAs in maintaining contract performance and provide technical assistance to NPAs as necessary consistent with available resources.”
20. Page 23, Section C.3.2.7.11 – Distribution Program, section removed in its entirety. “The Commission and NIB will form a working group (~~including SourceAmerica~~) for the purpose of developing a formalized agreement for the management of the Commission’s Commercial Distribution Program. The resulting agreement developed by the parties shall be completed by December 31, 2020. The Commission will make final determination whether to accept the agreement by January 31, 2021.”
21. Page 24, Section C.3.2.7.12 – Replacement Products Report, due date changed from quarterly to as-needed basis but at least annually. Paragraph now reads: “The CNA shall respond to Commission staff supplied information regarding replacement products. The Commission staff will provide the report on an as-needed basis but at least annually. The CNA shall conduct an analysis of all products that are included in the report that have been replaced on the PL to determine if replaced products should be deleted from the PL. The CNA shall provide a response to the Commission PMO no later than fifteen (15) days after the Commission-supplied report is received.”
22. Page 24, Section C.3.2.7.13 – CMS Projects, due date changed from quarter to month. “The CNA shall provide a report no later than the 15<sup>th</sup> day after the end of each month detailing information on CMS projects.”
23. Page 25, Section C.3.2.8.1 – Recommended FMP Submission, language amended to remove Commission-supplied information and outdated language. Paragraph now reads: “Annually, the CNA shall provide a report on all service projects. The report shall include: PL number, project number, location, NPA, service period end date, and whether

or not the service period has expired (i.e., prices are out-of-date). The CNA shall detail whether or not the NPA continues to provide the service (the project is active or inactive)... All active price projects are required to be kept updated. The CNA shall ensure service project prices remain up-to-date; completion of this requirement will be measured in a separate QASP element among other related metrics.”

24. Page 25, Section C.3.2.9 – Project-level Information, section deleted in its entirety. “The CNA shall validate and ensure all requested project-level information is accurate and available to the Commission and the Contracting Activity for inspection within ten (10) business days of request to the commission. Project level information includes but is not limited to, Made-To-Order Medical Kit reports detailing requests for quotes received from Defense Logistics Agency (DLA) Troop Support.”
25. Page 25, Section C.3.2.11 – Efficiency and Cost Savings, language added on how cost savings were applied. “Annually, as part of the fourth quarter report, the CNA shall include a separate section delineating and explaining each increased efficiency, the related cost savings and how cost savings were applied, and the corresponding outcomes realized throughout the year.”
26. Page 26, Section C.3.3.1.1 – NPA Qualification language was moved (Section 3.3.2 Submission of Form 401 or 402 was moved up to 3.3.1.1. and consolidated to avoid repetition. “3.3.1.1 NPA Qualification. The CNA shall evaluate and recommend NPA initial qualification and maintained qualification to the Commission in accordance with 41 C.F.R. § 51-4.2 and 4.3.

The CNA shall, at the time designated by the Commission, submit a completed, original copy of the appropriate NPA Initial Certification Form (Committee Form 401 or 402) in PLIMS for the NPA concerned within ten (10) business days of designation or receipt of the Initial Certification from the NPA, whichever is later. This requirement does not apply to an NPA that is already authorized to furnish a commodity or service under the JWOD Act. The CNA shall also 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 (SAM) upon being determined to meet the initial AbilityOne Program qualifications.”

27. Page 29, Section C.3.3.2.2 – Risk and Financial Assessment, added language for consistency. Paragraph now reads “Upon the Commission’s direction, and consistent with available resources, the CNA shall obtain an independent 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.”
28. Page 30, Section C.3.4.1 – Scope of Strategic Communications, sentence added to the end of the second paragraph, “Further, the CNA is encouraged to engage and communicate with disability-related organizations.”

29. Page 31, Section C.3.4.1.1 – Providing Written Notice to the Commission Prior to Significant Meetings or Events, section removed in its entirety based on Congressional ask.
30. Page 32, Section C.3.4.1.4 – Web and Social Media, language added for consistency. Paragraph now reads “The CNA shall provide technical support and assistance to the Commission in providing web and social media content when requested by the Commission and consistent with available resources.”
31. Page 34, Section C.3.4.1.5.2 – Market Research Analysis and Surveys, language added for consistency. Paragraph now reads “The CNA shall conduct awareness, understanding and/or customer and satisfaction surveys when requested by the Commission and consistent with available resources.”
32. Page 35, Section C.3.4.1.8 – Trademark and Licensing and Sublicensing of AbilityOne name, trademark, and logo, language of notification added. Paragraph now reads “The CNA shall monitor and supervise the use of the trademark and logo, reporting any inappropriate use discovered by the CNA to the Commission PMO as soon as practicable, but no later than fifteen (15) business days.”
33. Page 39, Section C.5.0 – Quality Control Plan, section removed in its entirety as it was for the initial agreement in 2016.
34. Page 39, Section C.4.5 – Minimum Requirements of Quality Control, redundant language removed. Paragraph now reads “The CNA shall ensure the required services specified in this Agreement meet the quality standards outlined in the Agreement. The CNA shall implement a nationally recognized QCP, such as but not limited to ISO 9001, to align with quality control standards for similar organizations. The CNA shall provide copies of certifications and external audit reports as applicable. The CNA shall ensure delivery of the required services specified in this Agreement meet the quality standards outlined in the Agreement.”
35. Page 41, Section C.5.3 – Commission/CNA Win-Win Communications, “Specific topics” were removed as the language was prescriptive and restrictive. Paragraph now reads “To avoid any unnecessary issues and controversy and to settle minor problems and misunderstandings, the CNA and the Commission Program Management Offices shall meet at least once a month during the term of the Agreement, unless otherwise agreed to by both parties. The intent is to ensure that the operating environment under this Agreement evolves in an interactive positive and effective manner. A mutual effort shall be made to resolve problems identified during these meetings. The participants in these meetings will be determined by the Commission PMO and the CNA.”
36. Page 43, Section D.1 – Term of Agreement, Base and Option periods were removed and a period of performance of 1 year is added while the Commission completes its Strategic Plan which might require realignment of the Cooperative Agreements in 2022. “The period of performance for this Agreement is December 17, 2021 to December 16, 2022.”

37. Page 43, Section D.1.D – Section removed in its entirety as it is covered in prior statements.
38. Page 43, Section D.2 – Dispute Resolution, language adjusted so Agreement Office is POC. Paragraph now reads “If there are any disputes concerning this Agreement, it shall be referred to the Agreement Officer, who will confer within fifteen (15) days of the referral in order to resolve the dispute...If the Agreement Officer is not able to resolve the dispute within fifteen (15) days, the matter shall be escalated to the Deputy Executive Director and/or 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.”
39. Page 44, Section D.4.B – Termination, #3 and #4 removed as they were repetitive.
40. Page 55, Section E.14 – COVID-19 Safeguard Policy, language referring to FAR 52.223-99 added to align with requirements. “The CNA shall comply with FAR 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION).”
41. Page 56, Section F.4 – Assignment, language changed for clarity from “Neither party hereto may assign this Agreement without the written consent of the other, such consent not to be unreasonably withheld” to “The CNA may not assign this Agreement without the written consent of the Commission, such consent not to be unreasonably withheld.
42. Page 58, Attachment 1 – Deliverables Schedule, Mandatory Disclosures “office to submit to” changed from Commission Staff – General Counsel (GC) to General Counsel (GC), Director of Compliance (DOC), and DOO as appropriate.
43. Page 58, Attachment 1 – Deliverables Schedule, Annual Internal Control Reporting “office to submit to” changed from Commission Staff – PMO, Pricing, and C&P to Director of Contracts and Pricing (C&P), Chief Financial Officer (CFO), and DOC.
44. Page 58, Attachment 1 – Deliverables Schedule, Audit Report “office to submit to” changed from Commission Staff – Deputy Director of Business Operations (Pricing) and GC to GC and CFO.
45. Page 58, Attachment 1 – Deliverables Schedule, MOA/MOU Report due date changed to “As requested”.
46. Page 58, Attachment 1 – Deliverables Schedule, Reserve Policy “office to submit to” changed from Commission Staff – Deputy Director of Business Operations (Pricing) and GC to CFO.
47. Page 59, Attachment 1 – Deliverables Schedule, Financial Audit Report “office to submit to” changed from Commission Staff – Deputy Director of Business Operations (Pricing) and GC to CFO.

48. Page 59, Attachment 1 – Deliverables Schedule, Annual AbilityOne Expenditures Report “office to submit to” changed from Commission Staff – Deputy Director of Business Operations (Pricing), C&P, SCGA, and GC to C&P, Senior Advisor (SA), GC, and CFO.
49. Page 59, Attachment 1 – Deliverables Schedule, deliverable added to match PWS 3.2.4.2.4. Annual Reconciliation Report due annually, no later than May 15 to be submitted to Commission Staff – C&P, SA, and CFO.
50. Page 59, Attachment 1 – Deliverables Schedule, “Published Allocation and Recommendation Policy and Procedure” deliverable removed to align with PWS.
51. Page 59, Attachment 1 – Deliverables Schedule, “Annual Allocation and Recommendation Report” office to submit to added C&P.
52. Page 59, Attachment 1 – Deliverables Schedule, Complex Project Feasibility Analysis deliverable removed to align with PWS.
53. Page 60, Attachment 1 – Deliverables Schedule, Replacement Products Report due date changed to “As requested” to align with PWS.
54. Page 60, Attachment 1 – Deliverables Schedule, CMS Project Report due date changed from quarter to month in accordance with Section C.3.2.7.13 modification above.
55. Page 60, Attachment 1 – Deliverables Schedule, Fair Market Price (FMP) Documentation and Recommendations removed to align with PWS.
56. Page 60, Attachment 1 – Deliverables Schedule, Quarterly FMP Service Project Reports changed to “Annual FMP Service Project Report” with due date of “Annually, as part of the 4<sup>th</sup> quarter report\*”
57. Page 60, Attachment 1 – Deliverables Schedule, Project-level Information deliverable removed to align with PWS.
58. Page 60, Attachment 1 – Deliverables Schedule, NPA Risk and Financial Assessment Report\*\* office to submit to changed to DOC.
59. Page 61, Attachment 1 – Deliverables Schedule, Quarterly CNA Fees and Expenditure Reports “office to submit to” changed from Commission Staff – SA (Congress) to SA (Congress) and CFO and due date reflects Sixty (60) days.
60. Page 61, Attachment 1 – Deliverables Schedule, Quarterly Program Fee Expenditure Report “office to submit to” changed from Commission Staff – C&P to SA, C&P, and CFO.
61. Page 61, Attachment 1 – Deliverables Schedule, Initial Quality Control Plan\*\* deliverable removed to align with PWS.

62. Page 61, Attachment 1 – Deliverables Schedule, Quality Control Inspection Report deliverable removed to align with PWS.
63. Page 62, Attachment 2 – Quality Assurance Surveillance Plan, Table of Contents removed in its entirety.
64. Page 62, Attachment 2 Section 2– Description of Services removed two duplicate paragraphs: The overall purpose of this effort is to increase employment and training opportunities for persons who are blind or have other significant disabilities through the delivery of products and services to the Federal Government in accordance with the JWOD Act.  
  
High value is associated with sustaining and increasing current employment levels and developing and executing new lines of business in the AbilityOne Program that also increase new employment opportunities.
65. Page 63, Attachment 2, Section 3, Organizational Structure chart updated to reflect 2 CNAs.
66. Page 63, Attachment 2 – Quality Assurance Surveillance Plan, 4: Agreement Quality Requirements, paragraph amended to read 5.0 instead of 6.0 in the PWS to align with Quality Control Plan.
67. Page 64, Attachment 2, 5.2 – Language “To facilitate the surveillance of the CNA quality plan, the Commission will verify CNA compliance with designated Performance Objectives. The specific procedures to be followed in verifying the Performance Objectives are delineated in this plan.” Removed for ambiguity.
68. Page 64, Attachment 2, Section 6 – Methods of Surveillance paragraph “Each Performance Objective below will have unique quality standards and surveillance methodology. Enclosure 1 will be used to ensure consistent, timely, and accurate collection of CNA performance data for each of the defined performance objectives.” removed in its entirety for ambiguity.
69. Page 64, Attachment 2, Section 8 – Quality Control Compliance removed in its entirety as it is already covered in the rest of the Agreement.
70. Page 74, Attachment 6 – Complex Project Form, removed in its entirety to align with PWS.
71. Throughout the document are changes to add appropriate Commission staff references to reduce confusion and standardized capitalizations.
72. Throughout the document are changes to page numbers and effective dates to keep in line with changes made.

73. Except as provided herein, all terms and conditions of this agreement remain unchanged and in full force and effect.

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