

**STATEMENT OF WORK
ASSISTIVE TECHNOLOGY FINANCING
6100057536**

- A. **CONTRACT SCOPE/OVERVIEW.** The Department of Labor and Industry (DLI), Office of Vocational Rehabilitation (OVR) is issuing this Invitation for Bid (IFB) to procure Assistive Technology Financing through the extension of low interest loans from a registered broker for the purchase of assistive technology devices and services.

Assistive Technology Act of 2004 -

<https://www.congress.gov/108/plaws/publ364/PLAW-108publ364.pdf>.

- B. **METHOD OF AWARD.** This is a single award Contract. The Commonwealth will award a contract by low cost to the responsible and responsive bidder who meets the eligibility requirements. Award of a Contract only renders a Contractor eligible to perform services under the Contract. The awarded supplier will be the sole recipient of appropriated funds granted per section 224 of Act 1A of 2021 and authorized via the General Appropriations ESN.

Small Diverse Business (SDB) and Veteran Business Enterprise (VBE)

Participation. The Department's Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for SDBs (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, Disability-Owned Business Enterprises, and Service-Disabled Veteran-Owned Small Business Enterprises) and VBEs (which include Veteran-Owned Small Business Enterprises and Service-Disabled Veteran-Owned Small Business Enterprises). Bidders must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. The goals that have been established for this Project are set forth below:

SDB – 13%

VBE – 3%

SDB and VBE Goal Information Session. The Commonwealth has made significant changes to the SDB and VBE requirements, and failure to meet these requirements may result in your proposal being deemed nonresponsive. Therefore, the Issuing Office will hold an SDB and VBE Goal Information Session for this IFB which we highly recommend you attend. The purpose of this Session is to provide an overview of the IFB and SDB and VBE Participation submission instructions. Bidders may also ask questions during the Session, however responses provided during the Session are **not official** until the question is submitted in writing via a Solicitation Addendum in SRM. Q&A Board questions and written responses shall become part of this IFB.

The location, date, and time of the SDB and VBE Goal Information Session are as follows:

SDB and VBE Goal Information Session – via MS Teams, Monday, 03/13/2023, 1:30pm ET.

An RSVP to the SDB and VBE Goal Information Session is due via email to Nicole Moyer, nicomoyer@pa.gov by COB Friday, 03/10/2023.

- C. CONTRACT TERM.** The term of the contract will commence on the Effective Date and will end after one (1) year with the option of four (4) 1-year renewals. No work may begin or be reimbursed prior to issuance of the purchase order. The selected Contractor will be paid after submitting invoices, provided such invoices are in accordance with the work plan and approved by the Commonwealth Project Manager.
- D. SUBCONTRACTING.** If applicable, upon notice of award, Contractor shall provide a subcontracting plan for all subcontractors, including small and small diverse business subcontractors, who will be assigned work. Prime contractor assumes responsibility for services whether or not it provides them directly. A Contractor cannot sub-contract more than 50% of the services. Any sub-contractor must be pre-approved by OVR prior to providing services. For each subcontractor provide:
1. Name of subcontractor;
 2. Description of services to be performed;
 3. Number of employees by job category assigned to this project; and
 4. Resumes, upon request of the Commonwealth.
- E. PRICING.** Bidders will be reimbursed for services upon delivery of a monthly report. Bidders must submit an all-inclusive cost for the monthly report via **Attachment A - Cost Submittal Worksheet**. The bid price must include all costs associated with execution of the job **i.e.**, materials, equipment, labor, and define deliverables, as outlined.
- F. REQUIREMENTS.** Bidder:
1. Must submit a completed SDB participation submittal and additional required documentation; and either (a) agree to meet the SDB participation goal in full or (b) receive an approved GFE waiver from any unmet portion of the SDB participation goal; **and**
 2. Must submit a completed VBE participation submittal and additional required documentation; and either (a) agree to meet the VBE participation goal in full or (b) receive an approved VBE waiver from any unmet portion of the VBE participation goal.
 3. Must be a current registered broker within the Commonwealth of Pennsylvania per the Credit Services Act - <https://www.legis.state.pa.us/CFDOCS/LEGIS/LI/uconsCheck.cfm?txtType=HTM&yr=1992&sessInd=0&smthLwInd=0&act=0150>;

4. Must Retain a physical location within the Commonwealth of Pennsylvania for the duration of the contract.
5. Preferred to be a current certified Community Development Financial Institution.

G. NATURE AND SCOPE: (DELIVERABLES). OVR requires the Contractor to:

1. Extend low-interest loans annually (ranging from \$1,000-\$60,000) to at least 120 eligible individuals for the purchase of Assistive Technology Financing services.
2. Provide information and assistance concerning available loan options to at least 50 unduplicated Pennsylvania residents seeking Assistive Technology Financing each month of the project.
3. Underwrite a mini-loan program for loan amounts that range from \$100-\$1,000 at 0% interest for at least 50 new persons each year.
4. Participate in monthly outreach activities statewide to educate persons with disabilities, older Pennsylvanians, and Veterans about services available to help them access Assistive Technology Financing. Such activities shall include expos, conferences, and presentations.
5. Submit required program evaluation, grant monitoring, audit, and other program-related activity documentation, as required.

H. PRINTED MATERIALS. Awarded Contractor will ensure:

1. All materials provided and/or created by or for the Commonwealth, including artwork, negatives, digital files (including native art files or print-ready PDFs) and/or photographs used to produce any of the items under this contract will become the property of the Commonwealth. No materials shall be altered in any way without the express written consent of the Commonwealth. The Contractor shall retain film negatives and/or digital files in its archive for the life of this contract. Approximately three months prior to the end of the contract, the Contractor shall contact the Commonwealth for approval before materials are properly discarded.
2. The Commonwealth and the Contractor understand and agree that any original works of authorship (the "Works") developed under this Contract are created under the direction and control of the Commonwealth and shall constitute a work made for hire by an independent contractor under the United States Copyright Laws. Accordingly, the Commonwealth shall acquire the right, title and interest in and to any Works developed under this Contract including the right to reproduce and distribute the Works to Commonwealth employees and third parties, the right to prepare derivative works based upon the Works and the right to publicly display the Works. In the event that the Works developed under this Contract do not fall within the specifically enumerated works that constitute a work made for hire under the United States Copyright Laws, the Contractor agrees to assign and, upon their authorship or creation, expressly and automatically assigns all copyright interests, proprietary rights and any other right, title and interest in and to such Works to the Commonwealth. The Commonwealth shall acquire all the rights and privileges accorded an owner of

copyright including, without limitation, the exclusive right to reproduce, prepare derivative works based upon the existing Works, distribute copies to the public by sale and the right to perform and display such Works. Upon completion or termination of this Contract, the Contractor shall immediately deliver all working papers, files, and other documentation to the Commonwealth.

I. REPORTS. Contractor will provide required reports as outlined, that include the following:

Monthly.

1. Outreach numbers and events attended, differentiating diverse/minority/Veteran populations.
2. Partnership with Temple Lending Library and expectations for collaboration.
3. Number of Partnerships with new entities, differentiating entities that serve or support diverse/minority populations.
4. Quantity of increase in loans itemizing each of the offered/awarded/available.
5. Percent increase of loans offered to diverse/minority/Veteran populations.
6. Percent of loans paid back according to contractual term.
7. Expansion of social media and other innovative outreach.
8. Staff time sheets reflecting hours spent performing contract-related activities, as requested.

Annual.

1. A forecast of project deliverables including an annual timeline, start dates, tasks, responsible parties, and a plan to regularly measure customer satisfaction.
2. Contractors must complete an Annual report, to be delivered at the end of each state fiscal year. The Annual report will include an updated cumulative statistical and narrative report supporting the Contractor's progress toward stated Deliverables for the entire state fiscal year, as well as final contract-related fiscal expenditures. Annual state fiscal year reports are to be submitted to OVR within 60 calendar days after the close of the state fiscal year.

Final.

At the conclusion of the contract, the awarded Contractor will provide an overall summary of the deliverable progress during the entire term.

J. INVOICING.

Payment shall be made on a reimbursement basis for actual services performed and accepted by the DLI. Contractor will provide both required monthly report documentation as well as the evidence of payroll and benefits for all staff funded by the contract.

Invoices shall be emailed to RA 69180@pa.gov and to the Project Administrator. Only one (1) invoice per email is permitted.

K. POST AWARD ADMINISTRATION. The selected Supplier's performance shall be monitored and evaluated in accordance with the requirements outlined in the Contract and the timeliness and coordination of services. At a minimum, the selected Supplier's

performance shall be evaluated on an annual basis. Suppliers may be required to attend Contract Performance Review meetings. These meetings will be for the purpose of providing Supplier performance reviews, discussion of issues either party may have concerning the Contract or to evaluate the overall progress of the Contract. The meetings will be held quarterly, semiannually, or annually at the discretion of the DLI, OVR.