

## **INFORMAL SOLICITATION**

### **Minnesota Department of Human Services**

#### **Description of Project**

The Disability Services Division (DSD) is interested in conducting usability testing on the new Disability Benefits 101 website (DB101). Usability testing should include targeted professionals who will use the site, as well as people with disabilities who are interested in employment, and their family members. Usability testing should include page design, information structure, information quality, and accessibility for people with disabilities and their representatives. The contractor will plan, organize, conduct, facilitate, document, and analyze the usability process in close cooperation with the DSD Project Manager for this project. The website evaluation will include diverse user groups. It is the goal of this project to improve the usability of DB101 so Minnesota residents with disabilities and their representatives can easily access information about working with a disability.

#### **Background**

The Department of Human Services (DHS) and Department of Employment and Economic Development (DEED), through their Pathways to Employment (PTE) partnership, have contracted with the World Institute Disability (WID) to adapt the California Disability Benefits 101 (DB101) website ([www.db101.org](http://www.db101.org)) to Minnesota's benefit programs. DB101 will help job seekers, workers and service providers understand connections between work and benefits. DB101 is an interactive site designed for people with disabilities, which offers a safe, easy way to explore the possibility of work. The site includes:

- information on state, federal, and other disability benefit programs,
- tools to show connections between work and benefits,
- tailored plans for moving forward, and
- links to MN's information network.

#### **Site Development**

DB101 is being developed and deployed for MN in phases.

Phase 1 will be done by January 1, 2009. Phase 1 includes –

#### **Website Structure**

Central to the first year's work is the deployment of a fully functional website. The following core services and components will be included:

- Site setup
- Content database setup
- Hosting setup
- Design work
- Style sheet setup
- Content authoring tools modifications
- Home Page
- About section
- News section
- Glossary setup
- Site Map setup
- Navigation and menu setup
- Site Search system
- *Forums* technical assistance application (an online discussion room)
- Most Popular Pages application
- Feedback and other forms
- Advanced Site Traffic Reporting setup

### **Content Sections**

Each content section provides information on particular benefit programs, including eligibility, program rules, employment supports, and interactions with other benefit programs. Content sections include a Program Description (Basics and Details), Frequently Asked Questions, an Example, Pitfalls, Resources, and Glossary entries. The following content sections will be produced in Year 1:

1. **Supplementary Security Income (SSI) and Minnesota Supplemental Aid (MSA)**
2. **Social Security Disability Insurance (SSDI)**
3. **Medical Assistance (MA)**
4. **Medicare**
5. **Medical Assistance for Employed Persons with Disabilities (MA-EPD)**
6. **Waiver Programs**
7. **Benefits to Work Life Situation**  
*This will be a fictional profile of a person with a disability contemplating a return to work. The narrative will address several issues job seekers must face, including how going to work might affect their benefits.*
8. **MA-EPD Life Situation**  
*This will be a fictional profile of a person with a disability who might access medical coverage via Minnesota's MA-EPD program.*

### **Benefits Planning Estimators**

Benefits Planning Estimators help users assess how employment and other life changes may impact their income and eligibility for benefit programs. Each estimator takes users through a series of questions, providing tips and other information on benefits along the way. The estimator then offers credible individualized results based on the input each user provides.

- **Benefits to Work Estimator**  
*Designed for job seekers aged 18 to 65, this planning tool will provide estimates on how the user's benefits might change if they take a job. Programs covered in this estimator include SSI, SSDI, Medicare, Medical Assistance, Section 8 Housing, MFIP, Food Stamps, and private health coverage.*
- **MA-EPD Estimator**  
*The MA-EPD Estimator will show users whether or not they might qualify for Minnesota's MA-EPD program and estimate what their premium would be.*

As DHS and DEED launch into Phase 2 of site development which adds more content, estimators and features, they would like to conduct usability testing of Phase 1 to assure the site is as user friendly as possible.

## Sample Tasks

1. Prepare a written evaluation plan including objectives, processes, participants, schedule, facility and resource requirements, methodology, and evaluation follow-up requirements.
2. Document an evaluation process including meeting agendas, interview notes, and evaluation session details.
3. Draft a final report with usability test results, analysis and recommendations for improvement.
4. Draft an Executive Summary outlining key issues identified and recommendations.
5. Give a presentation explaining usability issues identified and resulting recommendations.

Responders are encouraged to propose additional tasks or activities if they will improve the results of the project. These items should be separated from the required items on the cost proposal. This Informal Solicitation does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest.

## Desired Skills

- Demonstrated successful experience conducting usability testing for public web sites
- Demonstrated experience in professional Internet web-site development, implementation, operation and management
- Ability to manage for results within a fixed budget and timelines
- Ability to provide the services in the Twin Cities metro area
- Experience working with people with disabilities.
- Experience working with state government agencies

## Questions

A link to the Minnesota DB101 developmental test site will be made available to interested respondents by written request. Questions concerning this Informal Solicitation should be submitted in writing via email by January 8<sup>nd</sup> 2009 to:

Name: Lesli Kerkhoff  
Department: Disability Services - AEA  
E-mail Address: [Lesli.Kerkhoff@state.mn.us](mailto:Lesli.Kerkhoff@state.mn.us)

Other personnel are not authorized to answer questions regarding this Informal Solicitation.

All questions submitted will be compiled and answers sent to all identified potential responders via e-mail on January 12<sup>th</sup> 2009. Other persons are not authorized to answer questions regarding this Informal Solicitation.

## Response Content

The proposal, at minimum, needs to cover:

- A. Responder's background and past experience with similar projects.  
Highlight experience:
  - conducting usability testing
  - working with state government agencies
  - working with various disability populations
  - addressing web site accessibility for people with vision loss, restricted mobility, etc.
- B. Proposed usability process and detailed work plan that identifies major tasks to be accomplished, deliverables, and projected timeframe
- C. Written and signed cost proposal (can not exceed \$15,000). A **signed written cost proposal is required and included with your written proposal for this project.**
- D. The name, telephone number and e-mail address of your designated bidder for the reverse auction
- E. Location of Services Disclosure and Certification Form

Proposal content should not exceed 8 pages.

## Proposal Deadline

Vendors must submit five copies of their written and cost proposals by 3:30 pm on or January 20, 2009 to:

Department of Human Services  
Lesli Kerkhoff, Project Coordinator, Disability Services Division  
444 Lafayette Rd N  
St. Paul MN 55101

**Late proposals will not be accepted.** All costs incurred in responding to this Informal Solicitation will be borne by the responder. The burden of proving timely receipt is upon the Responder.

Fax and email responses **will NOT be** considered.

## Response Evaluation

Responses will be evaluated on "best value":

30 percent proposed usability process and work plan, 20 percent on qualifications, 20 percent on experience working with people with disabilities, and 30 percent cost considerations

All responses received by the due date and time will be evaluated.

## Additional Responder/Contractor Requirements

### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

### **Disposition of Responses**

All materials submitted in response to this Informal Solicitation will become public record after the evaluation process is completed. The State will not consider the prices submitted by the responder to be proprietary or trade secret materials.

### **Organizational Conflicts of Interest**

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Director of the Department of Administration's Materials Management Division which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the contracting officer, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

### **Preference to Targeted Group and Economically Disadvantaged Business and Individuals**

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at [mmdhelp.line@state.mn.us](mailto:mmdhelp.line@state.mn.us). For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

### **Foreign Outsourcing of Work Prohibited**

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

### **Insurance Requirements**

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:
  1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee  
\$500,000 – Bodily Injury by Disease aggregate  
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

- 2. Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence  
\$2,000,000 – annual aggregate  
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage  
Personal and Advertising Injury  
Blanket Contractual Liability  
Products and Completed Operations Liability  
Other; if applicable, please list \_\_\_\_\_  
State of Minnesota named as an Additional Insured

- 3. Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

- 4. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor’s performance under this contract;
- Contractor’s policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above; and
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

**STATE OF MINNESOTA  
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**

**LOCATION OF SERVICE DISCLOSURE**

**Check all that apply:**

- The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
  
- The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
  
- The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
  
- The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of:
  - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
  - (2) the location where services under the contract will be performed; and
  - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

**CERTIFICATION**

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone Number: \_\_\_\_\_



**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Representative (Please Print) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_