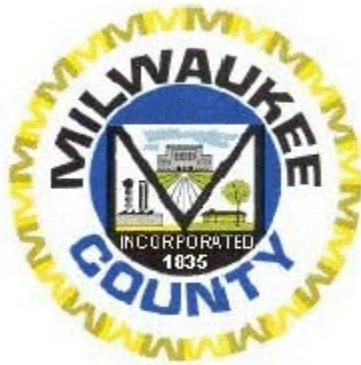


**-Request for Proposal-**

**Collections Services, including Tax Refund Intercept  
Program**

**Milwaukee County Official Notice Number 63-98**



**Milwaukee County, Wisconsin  
Department of Administrative Services**

**November 3, 2008**

Proposals Due by 3:00 PM. Central Standard Time  
November 17, 2008

**Please Label Proposals with Firm's Name and Address and "Proposal for Collections  
Services, including Tax Refund Intercept"**

**MILWAUKEE COUNTY  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

**REQUEST FOR PROPOSALS (RFP)**

**COLLECTIONS AND TAX REFUND INTERCEPT SERVICES**

**INTRODUCTION**

The Milwaukee County Department of Administrative Services (DAS) is seeking proposals from qualified persons or organizations to provide Collections Services, including Tax Revenue Intercept (TRIP), under a Professional Service Agreement from 2009 through 2011, with two one-year renewal options.

**CURRENT STATUS OF COLLECTIONS**

A variety of County departments charge for services and as a result generate outstanding receivables, including checks returned for insufficient funds (NSF). While there are a few Countywide policies in place, for the most part responsibility for collections is decentralized to the departments. The majority of County departments perform an initial collection effort, consisting of one or more contacts with debtors. In some cases, legal judgments are sought. Final determination of outstanding receivables is referral to the County's TRIP program.

Two County departments, the Behavioral Health Division and the Consolidated Courts, currently have collection contracts in place. The vendor that operates airport parking also contracts with a collection agency. The proposed Collection contract would encompass receivables from all departments except Consolidated Courts and airport parking. These departments may be added at a later date. The estimated amount of the outstanding receivables for those departments is \$29.7 million. The 2009 County Recommended Budget assumes net collection revenue of \$500,000.

TRIP is authorized by Sec. 71.935 as amended, of the Wisconsin State Statutes. This statute permits the Wisconsin Department of Revenue (WDOR) to intercept, or setoff, taxpayer refunds, other refundable credits and lottery winnings against certain county debts. The TRIP program has been in operation in Milwaukee County since February 2003. In 2009, DAS estimates that TRIP will generate total revenue of \$655,000.

Milwaukee County DAS is currently working with a consultant who is processing TRIP certifications and interceptions. That contract expires December 31, 2008.

**PROPOSAL SUBMISSION AND TIMEFRAME**

Milwaukee County is accepting bid requests for calendar year 2009 through 2011. It is expected that the selected Contractor will begin on or about **January 1, 2009** and end on **December 31, 2011, with an option of renewal for 2012 and 2013.**

Responses to this request in the form of one original signed proposal and four copies must be received by 3:00 PM, Monday, November 17, 2008. The cover page of proposal must reference the Official Notice Number, 63-98. Forward the original and copies of the proposal to:

Janine Secora, County Clerk  
Milwaukee County Clerk's Office  
901 N 9<sup>th</sup> Street, Room 105  
Milwaukee, WI 53233

The County DAS will hold a pre-bid conference for all interested contractors at 10:00 AM on Monday, November 10, 2008. The pre-bid conference will be held in the Conference Room of Suite 308 in the County Courthouse, 901 N 9<sup>th</sup> Street, Milwaukee, Wisconsin, 53233.

Milwaukee County reserves the right to reject any or all proposals and to take new proposals, or take such other course of action as County deems appropriate at County's sole discretion. The County reserves the right to negotiate for the modification of any proposal with its selected Contractor.

County reserves the right to reject any Contractor which in the County's opinion does not have adequate qualifications. The County reserves the right to waive minor irregularities and formalities.

#### **DESCRIPTION OF PROFESSIONAL SERVICES REQUIRED**

##### 1) Collection Efforts

Contractor's collection efforts will conform to industry standards and will comply with all state and federal laws. Collection activities may include letter writing, telephone contacts, skip tracing, legal action including probate and collection on legal judgments. At County's discretion, collection activities on specific accounts may be modified. Contractor may not use practices that could be interpreted as harassment.

Table 1 summarizes outstanding receivables by Department.

TABLE 1  
OUTSTANDING RECEIVABLES BY COUNTY DEPARTMENT

<u>Department</u>	<u>Estimated Receivable</u>	<u>Description of Payment</u>
Behavioral Health Division	\$9,654,514	Mental health services
Emergency Medical Services	2,995,433	Ambulance bills, 1/1/1997 through 3/31/2007
Department of Aging	1,033,976	Cost share for home health care services
Child Support	433,342	Case filing, process service, and genetic testing fees (cases where child support has

		been fully paid).
Parks	151,136	Damage to County property, NSF, reimbursement of utilities, additional rental hours, etc
House of Correction	124,494	Work release payments, canteen accounts
Department of Public Works	14,337	Damage to County property
MC Transit System	69,004	Damage to County property
Sheriff's Department	10,899	Process service fees
Zoo	8,791	Group sales events, NSF, various
GAMP (Indigent Health Care)	5,101	NSF for application fee
Various Other Departments	10,020	Various
Uncategorized	15,196,226	Debts incurred prior to 2005
TOTAL	\$29,707,273	

Contractor shall accept all accounts forwarded by County. Within two days of receiving an account, Contractor shall forward an acknowledgement to County of receipt.

Contractor shall maintain a complete record of all activity on each account including each contact with debtor. Any settlement with a debtor, including a legal settlement, will require written permission by County. County must also approve filing a legal action against any debtor.

## 2) TRIP Implementation

Table 2 summarizes TRIP collections from 2004 through October of 2008.

TABLE 2  
TRIP COLLECTIONS 2004 THORUGH 2008

Year	From WDOR	From Clients
2004	\$457,313	\$21,164
2005	476,297	55,800
2006	526,227	77,522
2007	531,192	71,295
2008 (through 10/23)	831,677	48,880

Milwaukee County DAS has established detailed procedures and requirements for the Contractor acting on our behalf with the Wisconsin Department of Revenue.

The following is an overview of those procedures:

- a) Electronically obtain intercept requests from the County. All debts submitted to WDOR must be identified by the debtor's name and social security number or driver's license number.
- b) Assemble the File Maintenance files necessary for transmittal to WDOR and transmit said file weekly or as needed.
- c) Process File Maintenance files received from WDOR for errors, correct errors and resubmit File Maintenance files.
- d) Process Balance Verification files for errors, correct errors and notify WDOR of corrections.
- e) Process Posting Notification file and notify the County of acceptance or rejection of intercept requests, errors, payments and or/overpayments.
- f) Work with the County to correct errors and retransmit file to WDOR.
- g) Ensure that all File Maintenance transactions provided by WDOR are used to accurately update Milwaukee County's internal collections database.
- h) Upon certification of a debt by WDOR, prepare and mail the notification of certification of debt letters. The certification of debt letters should include Contractor's phone number as a reference for debtors.
- i) Provide County with a sworn affidavit of mailing of the certification of debt letters for each date of mailing.
- j) Field all phone calls from debtors in regards to money intercepted by WDOR.
- k) Forward in a timely manner any written correspondence to County.
- l) Process and transmit, to WDOR, debt reduction or zero-out requests from the County of a TRIP certified debt that is paid off or reduced.
- m) Perform semi-annual audits of the County's state certified debts with WDOR's database. Results of this audit shall be submitted to the County in writing.
- n) Add \$50 TRIP Administrative Fee to each new debt effective January 1, 2009 and maintain tracking of revenue received on this charge.

### 3) Data and Reporting

Contractor will maintain a single database of debtor accounts on Milwaukee County's server. See Attachment A for specifications of the current database.

In addition, Contractor will do the following:

- a) Accept automated or manual data on accounts from County and from existing TRIP Contractor.
- b) Maintain the integrity of the data to reflect all collection and TRIP activity on an account (adds, deletes, changes, etc.) and
- c) Add new data records onto the system.

Detailed knowledge of the WDOR TRIP file transfer procedure, debt numbering, and balance verification procedure and intercept statements is required.

Contractor will design new applications to include various views of data, including: all transactions per Social Security Number, Driver's License Number or by chosen name; New Certifications, Errors, Reductions, Balance Verifications, Intercepts, DOR Corrections and running balance; payments including amount remaining on TRIP, Wisconsin Department of Revenue debt number, date accepted by State, payment amounts, and type of payments/reductions.

The application developed by the Contractor must contain a search function that will allow County to search by Social Security Number, Drivers License Number or by Last and First Name. The application must also allow the County to input relevant information to an account.

Contractor will generate the following reports:

- a) Monthly remittances showing patient name, account number, account balance, amount collected, paid to, fee retained, and net payment. The same report on a contract to date basis.
- b) Monthly report showing returned accounts including an explanation of why the account is returned.
- c) Detailed quarterly report on the activity of all accounts to include last payment date, date and type of last activity and latest status. The same report on a contract to date basis.

Contractor will provide documentation of all applications and reports and other related information. Milwaukee County Department of Administrative Services will perform testing of application designed by Sub-contractor and a sign-off will be provided after the testing phase.

### **COMPENSATION**

Under a Professional Service Agreement, Milwaukee County will agree to pay the Contractor a percentage of dollars collected. Proposals should specify both the percentage commission for general collections and a separate percentage commission for TRIP collections.

- a) For general collection accounts, Contractor will retain the percentage of revenue agreed on as compensation and forward the remainder to the County on a monthly basis.
- b) TRIP payments will be received by the County directly from Wisconsin Department of Revenue (WDOR) and payment will be forwarded to Contractor.

No collection fee shall be paid on accounts which are referred for collection but on which the County receives payment prior to any collection efforts by Contractor. In addition, Contractor shall reimburse County for any amount which becomes uncollectible due to any act or omission of Contractor such as accepting a settlement for less than the total amount due, acknowledging payment in full by accident, etc.

### **QUALIFICATIONS AND EXPERIENCE**

The successful bidder must:

- a) Have at least three years of prior experience in collections preferably with a large unit (over 500,000 population) of government.
- b) Have at least two years of prior experience processing TRIP debts with the WDOR in an electronic setting, preferable with a large unit of government (over \$10 million registered and/or over 10,000 accounts registered).
- c) Have at least three years prior experience managing, and interacting with SQL Server databases in a secure, remote setting.
- d) Have at least three years experience providing client interfaces required to manage and oversee vendor collections activity.

- e) Have at least three years prior experience providing methods of electronically uploading new debt information.
- f) Have prior security clearance and be approved by the WDOR to access the WDOR computer system.
- g) Must be a HIPPA Business Associate and comply with HIPPA privacy regulations.
- h) Apply and be accepted for access to Milwaukee County systems through a VPN connection and sign an IT security agreement.

Successful bidders must also have the following qualifications:

- a) Have procedures in place and the capability to effectively process several thousand debt transactions within an agreed upon processing period (5 day maximum).
- b) Have the ability to manage and update Milwaukee County's internal collections database; maintaining accurate and timely balance updates.
- c) Have the technical ability to create and maintain a reliable method of synchronizing vendors collections systems with Milwaukee County's current collections database. The structure of the current database is provided in Appendix A "Collections Database Format".
- d) Have the ability to either utilize Milwaukee County's debt information format(s) or provide a standardized format of debt submission which will be acceptable to Milwaukee County departmental entities.
- e) Due to the volume and sensitivity of the data, the lack of acceptable audit trails and the increased chance of typing errors, the county prohibits the use of the manual input section of the TRIP web page. The successful bidder must have the electronic file transfer method of information exchange available on the WDOR web site incorporated into their system.
- f) Have procedures in place and operational to perform semi-annual audits of the County's state certified debts with WDOR's database.

## **INDEMNITY**

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this agreement.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

## **SUBCONTRACTING**

Assignment of any portion of the work by subcontract must have the prior written approval of County. There must be a written contractual agreement between the prime Contractor and its County-approved sub-contractors and/or associates which binds the sub-contractor(s) to the same terms and conditions as the prime Contractor.

## **CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

The Contractor agrees to abide by all confidentiality requirements imposed by state, federal and local laws and ordinances. The Contractor agrees to comply with any other requirements that might be developed by the County to insure the confidentiality of proprietary data. Contractor also agrees that it will surrender to Milwaukee County within 14 days of any termination of this agreement, for any reason, all programs and tables from a variety of sources.

The Contractor agrees that all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails and any other data or materials developed under the terms of the agreement are and shall be considered the sole property of the County; Contractor agrees that it will surrender to Milwaukee County any and all such material with 14 days of any termination, for any reason, of this agreement. Contractor agrees that it will not release or share such information in any manner without the expressed, written consent of the County.

## **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

General Provision of Intent. Both parties to this Contract confirm their intention of complying completely with all of the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Health and Human Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.

Changes to the Contract. Both parties agree that any changes to the contract that may be required for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a written document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA

## **INSURANCE**

Contractor and sub-contractor (as applicable) agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employer's Liability and insurance covering General, Professional and Automobile Liability coverage in the following minimum amounts:

<b>Type of Coverage</b>	<b>Minimum Limit</b>
<b><u>Wisconsin Workers' Compensation</u></b> or Proof of all States Coverage	Statutory
<b><u>Employers' Liability</u></b>	\$100,000/\$500,000/\$100,000
United States Longshoreman	If required by law

and Harbor Workers  
Compensation Act Coverage

**Commercial General Liability**

Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence  \$1,000,000 - General Aggregate
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**Automobile Liability**

Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident   Per Wisconsin Requirements
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**Professional Liability**

\$1,000,000 per occurrence  
\$1,000,000 aggregate

**MILWAUKEE COUNTY, AS ITS INTERESTS MAY APPEAR, SHALL BE NAMED AS AN ADDITIONAL INSURED FOR GENERAL, AUTOMOBILE, GARAGE KEEPERS LEGAL AND ENVIRONMENTAL IMPAIRMENT LIABILITY, AND BE AFFORDED A THIRTY DAY (30) WRITTEN NOTICE CANCELLATION OR NON-RENEWAL. DISCLOSURE MUST BE MADE OF ANY NON-STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT, AND ANY USE OF NON STANDARD OR RESTRICTIVE ADDITIONAL INSURED ENDORSEMENT WILL NOT BE ACCEPTABLE. A CERTIFICATE INDICATING THE ABOVE COVERAGES SHALL BE SUBMITTED FOR REVIEW AND APPROVAL BY COUNTY FOR THE DURATION OF THIS AGREEMENT.**

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement.

**NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**

In accordance with Section 56.17 of the General Ordinances of Milwaukee County, adopted by the Milwaukee County Board of Supervisors on March 11, 1969, the following provisions shall apply:

In the performance of work under this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or handicap, which shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Contractor will post in conspicuous

places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.

Contractor agrees to strive to implement the principles of equal employment opportunity through an effective Affirmative Action program, and has so indicated on the certificate attached hereto as Attachment B. The program shall have as its objective to increase the utilization of women, minorities and persons with disabilities, and other protected groups, at all levels of employment, in all divisions of contractor's work force, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the foretasted requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of this section are committed during the term of the Contract, County shall have sufficient cause to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

No contract by or on behalf of Milwaukee County shall be let to any party whose name appears on the list of ineligible contractors maintained by the Equal Opportunities Division of the State of Wisconsin.

### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

#### **1) General**

The successful consultant/service provider shall comply with 49 CFR Part 26 and Chapter 42 of the Milwaukee County Ordinances, which requires Good Faith Efforts (GFE) to achieve participation of certified Disadvantaged Business Enterprise (DBE) firms on all US DOT and Milwaukee County funded professional service contracts. In accordance with this Milwaukee County policy and US DOT requirements, the consultant/service provider shall ensure that DBEs have an opportunity to participate in this project/contract. (Refer to Section 2 for the specific DBE participation requirements and contract goal). (The term "DBE" means small business concerns known as Disadvantaged Business Enterprise (DBE) firms owned at least 51% by socially and economically disadvantaged individuals, and certified by Milwaukee County under 49 CFR Part 26).

The Community Business Development Partners (CBDP) of the Milwaukee County Board of Supervisors is authorized to make the determination that consultant/service provider has made a good faith effort (GFE) to achieve the required DBE participation by doing the following:

- a) Shows evidence that it has met the DBE participation by submitting a complete Commitment to Subcontract to DBE Firms (DBD-014PS) form (Attachment C-1); or

- b) Documents that it made good faith efforts to meet the DBE participation goal, even though it did not succeed in achieving it. In this case, the consultant/service provider must submit the Certificate of Good Faith Efforts (DBD-001PS) form (Attachment C-2) and all relevant documentation to the CBDP Office for its GFE determination within three (3) working days of notification of being the successful proposer.

The efforts employed by the consultant/service provider should be those that one could reasonably expect a consultant/service provider to take if the consultant/service provider were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. (49 CFR § 26.53 and Appendix A to 49 CFR Part 26 provides guidance regarding GFE). Also refer to Milwaukee County DBE Provisions governing GFE attached to this document (Attachment C-3).

In the event CBDP determines that the consultant/service provider has failed to meet the GFE requirements, consultant/service provider is entitled to appeal this determination. The provisions of 49 CFR § 26.53(d) apply to such an appeal. A request for administrative reconsideration must be sent within three (3) calendar days of receiving written notice from the CBDP of the failure to meet the GFE requirement. The request should be sent to:

CBDP Division  
City Campus, Room 800  
2711 West Wells Street  
Milwaukee, WI 53208

Prime consultant/service provider must submit with its proposal, the Sub-consultant Information Sheet (DBD-002PS) form (Attachment C-4).

The consultant/service provider shall prepare and submit accurate and timely forms and reports on DBE utilization to the CBDP Office. These shall include, but not be limited to, Milwaukee County DBE Utilization Plan, DBE Utilization Reports, and Sub-Consultant Information Sheet as directed. Failure to submit forms and reports as prescribed herein will result in disqualification of proposal, delay in payments, or other sanctions deemed appropriate by the County, including those listed under Section (I)(F).

When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime consultant/service provider and DBE sub-consultant(s), documentation that would indicate level of compliance. If the consultant/service provider is not in compliance with the specifications, the County will notify the consultant/service provider in writing of the corrective action that will bring the consultant/service provider into compliance. If the consultant/service provider fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

- a) Terminate or cancel the contract, in whole or in part.
- b) Remove the consultant/service provider from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three years.

- c) Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP Office of consultant/service provider's bad faith.
- d) If the consultant/service provider has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses, and actual attorneys' fees incurred in the collection action.

## 2. DBE Participation Goal

Each prime consultant/service provider shall utilize DBE Firms to a minimum of \_17\_% DBE of the total contract. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS) form. Consultants/service providers receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.

Consultant/service provider should note that for the purpose of proposal evaluation, only DBEs certified at the time of proposal submission would be counted toward the goal. Consultants/service providers must submit a Commitment to Subcontract to DBE Firms form or a DBE Utilization Plan in their proposal including, but not limited to, the following information (see form DBD-014PS for additional details):

- a) Name(s) of DBE(s) being considered for utilization.
- b) Description of services that will be provided by the DBE(s).
- c) Percentage of the work assigned to the DBE(s). Also, include dollar amount.

For a list of certified DBEs, call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of DBEs, contact the CBDP Office at (414) 278-5248.

A prime consultant/service provider shall count towards the DBE requirement and be credited with one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR § 26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.

Prime consultant/service provider is required to notify the CBDP Office if their DBE subcontractors will further subcontract out work on this project. Credit will be given based on actual participation by DBEs.

Listing a DBE on the Commitment to Subcontract to DBE Firms form or Plan shall constitute a written representation and commitment that the prime consultant/service provider has communicated and negotiated directly with the DBE firms(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This agreement must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.

Prime consultant/service provider must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP Office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.

DBE Utilization Reports/Payment Applications. DBE Utilization Reports (form DBD-016PS, Attachment C-5) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.

Final Payment Verification. The prime consultant/service provider must submit the "DBE Subcontractor Payment Certification" form (DBD-018PS, Attachment C-6) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.

County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CBDP Office.

## **PROPOSAL CONTENTS AND EVALUATION**

The RFP submitted by persons wishing to be considered for a contractual relationship to provide Collections and Tax Refund Intercept Program services must include the information outlined below.

The percentages shown below indicate the level of importance, which will be placed on each section, or area of information during review of the proposals.

**Determination of compliance with the DBE requirements outlined above is made on a pass/fail basis. Milwaukee County "DBE" forms as well as the EEOC form included with this RFP material must be completed, signed and submitted with each proposal.**

### **1) Cover Page**

A cover page should accompany each proposal, which identifies the name of the individual who should be contacted if clarification of the proposal's contents is necessary. In addition to the name of the contact person, the cover page should also include the full address of the person, the telephone

number, as well as the Social Security Number of the person or the Federal Identification Number of the business. The cover page must reference the Official Notice Number of this RFP, 63-98.

## 2) Qualifications and Experience (60 points)

In this section of the proposal, the applicant should describe professional experience in collections and in processing TRIP certifications and auditing WDOR files. This section of the proposal should include:

- a) 25 POINTS - A high-level plan for database management. The plan must identify the staff assigned to each task, their experience in database management, and whether they are in-house or outsourced. The plan must address the following issues:
  - i) Ability to connect contractor collections and TRIP IT systems to a single database on the County's server.
  - ii) Ability to login and interface with the WDOR TRIP computer system.
  - iii) Description of Contractor's data system for tracking collections activity.
  - iv) Strong knowledge of database application development.
  - v) Ability to build customized interfaces sufficient to allow the County TRIP Manager to view and edit accounts.
  - vi) Demonstrated ability to maintain a secure database.
- b) 30 POINTS – Collections experience. Please address each of the following areas:
  - i) Types of debts collected and recovery percentages over a period of time.
  - ii) Experience in obtaining judgments and collecting on judgments.
- c) 5 POINTS – HIPPA Business Associate documentation.

## 3) References (15 points)

This section should list client references. Letters of support or recommendation from other public agencies or businesses who have used your services should also be included.

## 4) Prior Experience with Milwaukee County (5 Points)

In the Prior Experience section of the proposal, the applicant has the opportunity to describe professional experience with Milwaukee County. This experience can be verified by submitting a letter from each department for which you performed services.

## 5) Fee for Services (20 Points)

The Fee for Services information should indicate the fee for services provided on a contingency basis. Respondents must indicate one contingent fee for general collections and another contingent fee for the TRIP program.

The Department will only make payment for these services as a percentage of dollars actually generated by the program. There is no separate budget authority for this program over and above the dollars generated by the program.

**TOTAL POSSIBLE SCORE**

**100 POINTS**

6) Contents of Proposal

All attachments, additional pages, addenda or explanation supplied by the Contractor in the submission package will be considered as part of the RFP response. The material will be evaluated as part of the Contractor's response to the RFP and will eventually be incorporated as part of the terms and conditions of the successful proposer's contract with Milwaukee County. Failure to enter into a contract with Milwaukee County within 30 days of notification that a proposer is the successful bidder may result in the award of the contract to another bidder.

Attachment A  
Current Collections Database Format

MC Debt Summary of DOR  
transactions and client payments

tblMuniTransactions	
PK,U1	ID
FK1,U1 U1 U1	AddReduce
	DORNum
	Dept
	Desc
FK1,U1 U1 U1	SSN
	DLN
	FEIN
	LastName
FK1,U1 U1 U1	LastNameSuffix
	FirstName
	Middle
	DOB
FK1,U1 U1 U1	OrgName
	Address1
	Address2
	City
FK1,U1 U1 U1	State
	Zip
	Amt
	DOS
FK1,U1 U1 U1	Item1Desc
	Item1Data
	Item2Desc
	Item2Data
FK1,U1 U1 U1	Item3Desc
	Item3Data
	Item4Desc
	Item4Data
FK1,U1 U1 U1	OriginalFileName
	ReferralDate
	XDORDate
	XDORNum
FK1,U1 U1 U1	<b>Error</b>
	DateMailed
	NewBal
	Notes
FK1,U1 U1 U1	CMID
	<b>MailReturned</b>
	ReasonReturned
	SecondAddress1
FK1,U1 U1 U1	SecondAddress2
	SecondCity
	SecondState
	SecondZip
FK1,U1 U1 U1	SecondDateMailed
	<b>SecondReturned</b>
	ReasonSecondReturned
	ThirdAddress1
FK1,U1 U1 U1	ThirdAddress2
	ThirdCity
	ThirdState
	ThirdZip
FK1,U1 U1 U1	ThirdDateMailed
	<b>ThirdReturned</b>
	ReasonThirdReturned
	AIN
FK1,U1 U1 U1	PaymentAIN

All DOR Transactions

tblStTransactions	
PK,FK1 PK,I1	SSN <u>StTransactionID</u>
FK1,U1 U1 U1	AIN
	FileType
	FMTransType
	DLN
FK1,U1 U1 U1	FEIN
	LastName
	LastNameSuffix
	FirstName
FK1,U1 U1 U1	MiddleInitial
	OrgName
	SecondName
	Address
FK1,U1 U1 U1	City
	State
	Zip
	StDebtNumber
FK1,U1 U1 U1	OldStDebtNumber
	CMID
	RefundSource
	InitBal
FK1,U1 U1 U1	InitBalSign
	TransBal
	TransBalSign
	TransBal1Refund
FK1,U1 U1 U1	TransBal1RefundSign
	PayBal
	PayBalSign
	SetoffErrorCode
FK1,U1 U1 U1	<b>Error</b>
	DateEntered
	CalcAmt
	MD5Signature

Payments made by clients

tblPayments	
PK	ID
FK1	SSN
	DLN
	LastName
	FirstName
FK1	LastNameSuffix
	Middle
	AgencyID
	StDebtNumber
FK1	Amt
	Date
	Type
	Reference
FK1	Notes
	DateEntered
	DateSentToTRIP
	DateTRIPAccepted
FK1	<b>Error</b>

tblStTransactions	
PK,FK1 PK,I1	<u>SSN</u> <u>StTransactionID</u>
	AIN FileType FMTransType DLN FEIN LastName LastNameSuffix FirstName MiddleInitial OrgName SecondName Address City State Zip StDebtNumber OldStDebtNumber CMID RefundSource InitBal InitBalSign TransBal TransBalSign TransBal1Refund TransBal1RefundSign PayBal PayBalSign SetoffErrorCode <b>Error</b> DateEntered CalcAmt MD5Signature

tblPayments	
PK	<u>ID</u>
FK1	SSN DLN LastName FirstName LastNameSuffix Middle AgencyID StDebtNumber Amt Date Type Reference Notes DateEntered DateSentToTRIP DateTRIPAccepted <b>Error</b>

tblMuniTransactions	
PK,U1	<u>ID</u>
FK1,U1 U1	AddReduce DORNum Dept Desc SSN DLN FEIN LastName LastNameSuffix FirstName Middle DOB OrgName Address1 Address2 City State Zip Amt DOS Item1Desc Item1Data Item2Desc Item2Data Item3Desc Item3Data Item4Desc Item4Data OriginalFileName ReferralDate XDORDate XDORNum <b>Error</b> DateMailed NewBal Notes CMID <b>MailReturned</b> ReasonReturned SecondAddress1 SecondAddress2 SecondCity SecondState SecondZip SecondDateMailed <b>SecondReturned</b> ReasonSecondReturned ThirdAddress1 ThirdAddress2 ThirdCity ThirdState ThirdZip ThirdDateMailed <b>ThirdReturned</b> ReasonThirdReturned AIN PaymentAIN

tblMuniAccountStatus	
PK	<u>DebtorAccountStatusID</u>
	AccountStatusName AccountStatusDescription

tblMuniDebtTypes	
PK	<u>MuniDebtTypesID</u>
	TypeName TypeDescription

tblMuniDebtStatus	
PK	<u>MuniDebtStatusID</u>
	StatusName StatusDescription

tblMuniTransactionNotes	
PK	<u>TransactionNotesID</u>
FK1	MuniTransactionDetailID TransactionNote



tblMuniTransactionsDetail	
PK	<u>TransactionDetailID</u>
FK3 FK1	MuniTransactionID MuniDebtStatus MRN
FK2	PrisonerNumber PoliceReportNumber MuniDebtType

Tentative new debt input format

<b>Dept</b>	<b>Required</b>
<b>OrgUnit</b>	Yes
<b>SSN</b>	Yes
<b>DLN</b>	Yes
<b>FEIN</b>	Yes
<b>LastName</b>	Yes
<b>LastNameSuffix</b>	No
<b>FirstName</b>	Yes
<b>Middle</b>	No
<b>DOB</b>	No
<b>CompanyName</b>	No
<b>Address1</b>	Yes
<b>Address2</b>	No
<b>City</b>	Yes
<b>State</b>	Yes
<b>Zip</b>	Yes
<b>Amt</b>	Yes
<b>DOS</b>	Yes
<b>MuniDebtType</b>	Yes
<b>TRIPDelay</b>	Yes
<b>MuniDebtStatus</b>	Yes
<b>GuarantorName</b>	No
<b>GuarantorPhone</b>	No
<b>GuarantorAddress</b>	No
<b>GuarantorCity</b>	No
<b>GuarantorState</b>	No
<b>GuarantorZip</b>	No
<b>PrisonerNumber</b>	No
<b>MedicalRecordNumber</b>	No
<b>PoliceReportNumber</b>	No
<b>DateOfDeath</b>	No
<b>Desc</b>	No
<b>MailReturned</b>	No
<b>ReasonReturned</b>	No
<b>SecondAddress1</b>	No
<b>SecondAddress2</b>	No
<b>SecondCity</b>	No
<b>SecondState</b>	No
<b>SecondZip</b>	No
<b>SecondDateMailed</b>	No
<b>SecondReturned</b>	No
<b>ReasonSecondReturned</b>	No
<b>ThirdAddress1</b>	No
<b>ThirdAddress2</b>	No
<b>ThirdCity</b>	No
<b>ThirdState</b>	No
<b>ThirdZip</b>	No
<b>ThirdDateMailed</b>	No
<b>ThirdReturned</b>	No
<b>ReasonThirdReturned</b>	No

Attachment B  
EEO Certificate

## **YEAR 2009 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS**

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify),(Hence forth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

### **Non-Discrimination**

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

### **Affirmative Action Program**

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be his responsibility to show that he has met all such requirements.

### **Non-Segregated Facilities**

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

### **Subcontractors**

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

### **Reporting Requirement**

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

### **Affirmative Action Plan**

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

If a current plan has been filed., indicate where filed \_\_\_\_\_ and the year covered.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

### **Employees**

VENDOR certifies that it has (No. of Employees) \_\_\_\_\_ employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and (No. of Employees) \_\_\_\_\_ employees in total.

**Compliance**

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by: Firm Name \_\_\_\_\_

By \_\_\_\_\_ Address \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Attachment C –1  
Commitment to Subcontract to DBE Firms  
DBD 014PS

# COMMITMENT TO SUBCONTRACT WITH DBE FIRMS

PROJECT No.: \_\_\_\_\_ PROJECT  
TITLE: \_\_\_\_\_

TOTAL CONTRACT AMOUNT (\*) \$ \_\_\_\_\_ **DBE Goal:** \_\_\_\_\_ \*)

Subcontract Agreements with DBE firm(s) MUST be Submitted Within Ten (10) Days from Receipt of Notice to Proceed

A	V	Name of DBE(**) Firm(s)	Scope of Work Detailed Description	Subcontract Amount	% of Total Contract

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE \_\_\_\_\_ Total % \_\_\_\_\_

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm \_\_\_\_\_ (Phone No. \_\_\_\_\_) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

\_\_\_\_\_  
Signature of Authorized Representative      Print/Type Name of Authorized Representative      Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public      State of \_\_\_\_\_, My Commission expires \_\_\_\_\_.

[SEAL]

**CBDP APPROVAL:**

\_\_\_\_\_  
Signature      Date

\* Exclude all allowances  
\*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR CBDP USE ONLY: (A) \$ \_\_\_\_\_  
(V) \$ \_\_\_\_\_ Total % \_\_\_\_\_  
• Exclude all allowances

**CBDP APPROVAL:**

\*\* These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

\_\_\_\_\_  
Signature      Date

**COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
COMMITMENT TO SUBCONTRACT TO DBE FIRMS FORM  
ADDITIONAL INSTRUCTIONS/REQUIREMENTS**

**INSTRUCTIONS:**

1. In accordance with the new DBE Regulations, 49CFR26, Milwaukee County is tracking Assigned (Race Conscious) Goals for DBEs and Voluntary Utilization (Race Neutral) of DBE firms. Information reported on this form will be used to periodically adjust Race Conscious and Race Neutral components of Milwaukee County's overall DBE goal.
2. **For each DBE firm listed on this form, place an "X" in the appropriate column to indicate whether it will be used to meet Assigned [(A) Race Conscious Goal] and/or Voluntary [(V) Race Neutral Goal]. Any achievement above assigned goals should be reported as voluntary goal achievement. If you indicate that a DBE firm will be used to meet both Assigned (Race Conscious) and Voluntary (Race Neutral) goals, indicate the dollar amount attributable to assigned goals. DBE use to meet assigned goals is enforceable. It is important to report the use of DBEs on a voluntary basis since they count toward meeting the overall annual DBE goal. Failure to meet voluntary goals could result in an increase of assigned (Race Conscious) goals for future bids. Our objective is to capture all DBE achievement you generate.**
3. **If you have questions about filling out this form, please contact the CBDP Office at (414) 278-5248.**

**ADDITIONAL INFORMATION/REQUIREMENTS:**

1. **ALLOWANCES (Construction Related):** During the course of this project you will be using portions of the Allowance, which was initially deducted from your contract when you figured out your DBE requirement. As the allowance is used on the project, it is to be added back into the total contract price. An exception would be if the allowance being used is such that the DBE(s) cannot handle any portion of the work, the total contract amount will remain the same. In this case, it is necessary for the prime contractor to contact CBDP office immediately by phone and provide the dollar amount involved and the reasoning for DBEs not being utilized. In addition, a follow-up letter documenting the information is required.
2. **CHANGE ORDERS:** Any prime contractor receiving additional work on the contract in the form of change orders, etc., will be expected and required to increase the amount of DBE participation proportionally. Any time you receive additional work of any type, the prime contractor is required to contact the CBDP office immediately.
3. **WRITTEN CONTRACTS WITH DBEs:** In order to avoid problems at a later date, CBDP requires that prime contractors enter into a contract (please send a copy to CBDP) with the DBE subcontractor(s), spelling out specifically the work to be accomplished and for the dollar amount specified in this form. Also included in the contract will be the method of retainage, which is to be based on the same percentage that will be retained by the County from the prime contractor's contract. When the County reduces the amount of retainage, a like reduction should be retained from the payment to the DBE. *By executing the above affidavit, your company is certifying, under oath, that you have had contact with the named DBE firm(s), that the DBE firm(s) will be hired, and that the DBE firm(s) will participate to the extent indicated in performance of the contract.* **VIOLATION OF THE TERMS OF THE AFFIDAVIT WILL BE GROUNDS FOR TERMINATION OF YOUR CONTRACT.**
4. **DBE UTILIZATION REPORTS:** A DBE Utilization Report must be submitted with each payment application for the previous period's activity, even if no activity took place during the period being reported. CBDP may request that payments be withheld to the prime contractor who is not in compliance.
5. **SUBSTITUTIONS, DBEs SUBCONTRACTING THE WORK, TRUCKING FIRMS:** The prime contractor must submit a written request for substitution, specifying the reason for the request. Approval must be obtained prior to making substitutions. Requirement to notify and obtain approval from the CBDP Office if

DBE subcontractors will further subcontract out work on this project. In the case of DBE trucking firms, credit will be given for trucks leased from other DBE firms; however, if the DBE leases trucks from non-DBE firms, only the fee or commission will be counted for DBE crediting.

6. **PAYMENT APPLICATIONS:** DBE Utilization Reports (DBD-016PS form) must be submitted with each and every Payment Application including invoices. These reports must cover the period from the start of the project to the end of each period covered by payment applications being submitted, until the end of the contract when the last payment application is submitted. The department contract administrator will reject payment applications that are not in compliance with this section.

**IF YOU HAVE ANY PROBLEMS OR CONCERNS, PLEASE CONTACT THE CBDP OFFICE AT  
(414) 278-5248**

Attachment C-2  
Certificate of Good Faith Efforts  
DBD-001PS

**MILWAUKEE COUNTY  
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE**

**CERTIFICATE OF GOOD FAITH EFFORTS**

The intent of this certification is to document the good faith efforts implemented by the apparent successful consultant/service provider in soliciting and utilizing DBE firms to meet DBE participation requirements. This certificate will assist Milwaukee County in determining whether the apparent successful consultant/service provider has implemented comprehensive good faith efforts.

Failure to implement “good faith” efforts to the satisfaction of Milwaukee County could result in the rejection of the proposal.

I, \_\_\_\_\_, do hereby acknowledge that I am the \_\_\_\_\_ of \_\_\_\_\_, who has been identified as the apparent successful consultant/service provider on the following Milwaukee County Project:

Project No.	Project Title	Total Contract Amount	DBE Percentage	
			Goal	Pledged

Provide a brief summary on why you believe your firm is unable to meet the DBE participation goals on this project (Attach additional pages if necessary.)


I hereby certify that I have utilized comprehensive “good faith” efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

**A. Identifying Subcontract Work Items**

Consultants/service providers are encouraged to select portions of work to be subcontracted in a manner which will increase the likelihood of meeting DBE goals. In selecting work to be subcontracted, consultant/service provider will consider, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected to be subcontracted to DBE firms (or broken down into economically feasible units to facilitate DBE participation)?


### B. Notifying DBE Firms of Contracting Opportunities

2. In the table below, indicate which firms received written notification of work items to be subcontracted. In the appropriate space, also indicate when firms received subsequent telephone solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to DBE firms to this certificate.)

Company Contacted	Date of Written Notification	DBE (Yes/No)	Date of Follow-up Telephone Call

3. Identify publications in which announcements or notifications were placed and published, if any. (Attach copies of proof of each announcement or notification.)

Published Announcement/Publication (please describe)	Date

4. Identify DBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls made, explain why not. (Attach copies of letters sent as proof of notification.)

<b>DBE Association/Organization</b>	<b>Date of Notification</b>	<b>Contact Person</b>	<b>Date of Follow-Up Call</b>

5. Were the services of the Milwaukee County's Community Business Development Partners (CBDP) Office used to assist in the recruitment of DBE firms?

Yes \_\_\_\_\_ No \_\_\_\_\_

Contact was made by: telephone \_\_\_\_\_ written correspondence \_\_\_\_\_

Date contacted: \_\_\_\_\_ Person Contacted: \_\_\_\_\_

### **C. Providing DBEs With Assistance**

6. Explain any efforts undertaken to provide DBE firms with adequate information about project scope of work and requirements of the contract:


7. Describe any efforts undertaken to assist interested DBE firms in obtaining lines of credit or insurance required by Milwaukee County or the contractor:


8. Describe any other efforts initiated to provide special assistance to DBE firms interested in participating in the project.


**D. Soliciting Proposal/Quotes From Interested DBE Firms**

Contractors must solicit proposal/quotes in good faith with interested DBE firms. Quotes, proposals, and bids from interested DBE firms must not be rejected by contractors without sound justification.

9. Indicate in the table below which DBE firms submitted quotes on the contract proposal. Also, provide a brief explanation of why any of these DBE project quotes were rejected. Please attach additional pages(s) if necessary.

<b>Name/Address/Contact Person of DBE Firm</b>	<b>Work Quoted and Explanation for Rejecting Quotes</b>

10. Other comments you want Milwaukee County to consider:


**NOTE:** The information requested as set forth above is the minimum information required by Milwaukee County's Community Business Development Partners (CBDP) Office and CBDP may request the Contractor to submit information on certain other actions taken to secure DBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF WISCONSIN    )

) ss

COUNTY OF \_\_\_\_\_ )

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: \_\_\_\_\_

Bidder/ Authorized Representative

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

Attachment C-3  
Milwaukee County DBE Provisions Governing Good Faith Effort

- I. When Milwaukee County establishes a DBE contract goal on a DOT-assisted contract a bidder/proposer must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder/proposer can meet this requirement in either of two ways. First, the bidder/proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder/proposer can document adequate good faith efforts. This means that the bidder/proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which Milwaukee County has established a contract goal, part 26 requires you to use the good faith effort mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder/proposer that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made. The efforts employed by the bidder/proposer should be those that one could reasonably expect a bidder/proposer to take if the bidder/proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions Milwaukee County against requiring that a bidder/proposer meet a contract goal (i. e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder/proposer makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions, which Milwaukee County should consider as part of the bidder/proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:
  - A. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Soliciting through all reasonable and available means (e. g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- D. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - E. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - F. Negotiating in good faith with interested DBEs.
    - (1) It is the consultant/service provider's responsibility to make a portion of the work available to DBE subcontractors and to select those portions of the work consistent with the available DBE subcontractors, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A consultant/service provider using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder/proposer's failure to meet the contract DBE goal, as long as reasonable. Also, the ability or desire of a consultant/service provider to do the work of a contract with its own organization does not relieve it of the responsibility to make good faith efforts. Prime consultants/service providers contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - G. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
  - H. Making efforts to assist interested DBEs in obtaining lines of credit or insurance as required by the recipient or contractor.
  - I. Making efforts to assist interested DBEs in obtaining necessary resources or related assistance or services.
  - J. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a consultant/service provider has made good faith efforts, Milwaukee County may take into account the performance of other bidders/proposers in meeting the contract. For example, when the apparent successful consultant/service provider fails to meet the contract goal, but others meet it, Milwaukee County may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful consultant/service provider could have met the

goal. If the apparent successful bidder/proposer fails to meet the goal, but meets or exceeds the average DBE participation obtained by other consultants/service providers, Milwaukee County may view this, in conjunction with other factors, as evidence of the apparent successful bidder/proposer having made good faith efforts.

**GOOD-FAITH EFFORTS WAIVER DENIAL  
REQUEST FOR ADMINISTRATIVE HEARING**

Your request for a good faith efforts' waiver has been denied, and you are entitled to request an administrative hearing to appeal that denial. If you wish to have such a hearing, please sign this form on the bottom and return to the Community Business Development Partners (CBDP) Office no later than 5:00 PM on \_\_\_\_\_. A faxed request may be sent to (414) 223-1958.

At the administrative review, a hearing officer will hear your argument why the waiver should be granted. The evidence he or she reviews will be the entire DBE participation file you submitted to the contracting officer. The hearing officer, in his or her discretion, may receive additional evidence, but any such evidence not previously submitted with your bid and Commitment to Subcontract with DBE Firms forms, must be submitted to the CBDP at the same time you file your request for hearing. No further evidence will be received or considered which was not submitted with this hearing request. You need not submit anything already submitted in connection with the original good-faith waiver request.

Within three (3) working days following the receipt of your hearing request, a hearing will be held. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who was not involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the awarding of the contract, a portponement of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

**THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_,  
\_\_\_\_\_, HEREWITH REQUESTS  
AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE COMPANY'S  
GOOD-FAITH EFFORTS WAIVER REQUEST.**

**DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

Attachment C-4  
Sub-Consultant Information Sheet  
DBD-002PS



Consultant/service provider: \_\_\_\_\_ Project Title: \_\_\_\_\_

### **SUBCONSULTANT INFORMATION SHEET**

Pursuant to Federal Regulations, Milwaukee County is required to collect information on sub-consultants submitting quotes to prime consultants/service providers that submit proposals on Milwaukee County projects. Provide the following information on both DBE and non-DBE sub-consultants bids and/or quotes. **Submit this information with proposal.**

(✓)*	Name	DBE Yes/No	Address	Date Firm Established	Annual Gross Receipts (**)	Work or Service to be Performed

(\*) Check if this sub-consultant's quote has been used in your proposal.

(\*\*) Annual Gross Receipts: A: Less than \$250,000 B: \$250,000 to \$500,000 C: \$500,000 to 1 million  
D: \$1 million to \$5 million E: \$5 million to \$15 million F: More than \$15 million

Note: Information gathered on the background and financial status of firms is protected from disclosure.

DBD002PS

Attachment C-5  
DBE Utilization Reports/Payments Applications  
DBD-016PS

**DISADVANTAGED BUSINESS ENTERPRISE  
PROFESSIONAL SERVICES "DBE" UTILIZATION REPORT\***

NAME OF CONSULTANT \_\_\_\_\_ TELEPHONE NO. (    ) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ (ZIP CODE) \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_ PROJECT # \_\_\_\_\_

TOTAL CONTRACT \$ AMT \_\_\_\_\_ TOTAL CONTRACT PAYMENT YTD \$ \_\_\_\_\_ CONTRACT % COMPLETE \_\_\_\_\_

TOTAL DBE CONTRACT \$ AMT \_\_\_\_\_ TOTAL DBE PAYMENT YTD \$ \_\_\_\_\_ DBE % COMPLETE \_\_\_\_\_ \*\*

COUNTY PROJECT/CONTACT PERSON \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

REPORT FOR THE PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_ 200 \_\_\_\_\_ FINAL REPORT: (    ) Yes (    ) No

List Disadvantaged Business Enterprise firms utilized in connection with the above Project, either as sub consultants or suppliers in the last period.

<b>NAME OF DBE FIRM</b>	<b>SUB-CONTRACT \$ AMOUNT</b>	<b>WORK/SERVICE PERFORMED</b>	<b>AMT. OF PAYMENTS THIS PERIOD</b>	<b>AMT. OF PAYMENTS TO DATE</b>	<b><u>REMAINING</u> BALANCE</b>

Report Prepared by: \_\_\_\_\_ by: \_\_\_\_\_ Approved  
by: \_\_\_\_\_ (Name & Title)

\*Directions for completion of report - see reverse side

\*\*If the % DBE completion is less than the % contract completion, please attach an explanation as to why the DBE requirements are not being met at this time.

## DIRECTIONS FOR COMPLETING THE "DBE" UTILIZATION REPORT

This report must be submitted with each payment application.

1. Prime consultant's registered company name.
2. Prime consultant's business telephone number.
3. Prime consultant's business address.
4. City in which prime consultant firm is located.
5. State in which prime consultant is located.
6. Zip code for prime consultant's place of business.
7. Name of County Project
8. Project number as stated in the Bid Announcements and Specifications.
9. Total dollar amount of contract awarded prime consultant by Milwaukee County.
10. Total dollar amount of payments to all employees, suppliers and all subconsultants to date.
11. County Project Manager/Contact Person with whom your firm coordinates the progress of the project.
12. Telephone number of the above County representative.
13. The period and year for which payments are being reported.
14. The line next to Final Report is to be checked only when the final payments have been made to all DBE subconsultants.
15. The name(s) of DBE firm(s) having received payment in the preceding month or period.
16. Total dollar amount of the work subcontracted to the listed firm(s).
17. The work or service performed by the listed DBE firm(s).
18. The dollar amount of payments made to each DBE subconsultant for the period being reported.
19. The total dollar amount paid to each DBE subconsultant to date (cumulative). As an example--if the report covers the first payment to a DBE subconsultant, the amounts listed in the last two columns would be the same; however, if previous payments had been made in preceding periods the columns would differ: the column "Amount of Payments for the Period" would show only the payment for the period being reported and the next column would show the subtotal of payments (cumulative) to each DBE subconsultant to date.
20. Remaining balance of the subcontract to the listed DBE firm(s).
21. Prime consultant's staff that actually prepared the report.
22. Prime consultant's officer or personnel authorized to review and approve the DBE Utilization Report.
23. Please mail this form to : CBDP Office, 2711 W. Wells Street, Room 807, Milwaukee, WI 53208

THIS REPORT MUST BE SUBMITTED EACH PAYMENT APPLICATION EVEN IF NO ACTIVITY TOOK PLACE DURING THE PERIOD BEING REPORTED

IF YOU HAVE ANY PROBLEMS OR CONCERNS WITH ANY DBE, CALL THE CBDP OFFICE AT (414) 278-5248

Attachment C-6  
Final Payment Verification  
DBD- 018PS

**MILWAUKEE COUNTY  
COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) OFFICE  
PROFESSIONAL SERVICES DBE SUBCONSULTANT PAYMENT CERTIFICATION**

**"DBE" SUBCONSULTANT PAYMENT CERTIFICATION**

**This form must be attached to the final Certificate for Payment Request by Primary Contractor/Consultants.**

County \_\_\_\_\_ Department \_\_\_\_\_ Issuing \_\_\_\_\_  
Contract/Project \_\_\_\_\_  
Contract/Project \_\_\_\_\_  
Title \_\_\_\_\_

**DBE Firm:** \_\_\_\_\_

**Project No.** \_\_\_\_\_ **Project Name:** \_\_\_\_\_

**\*SECTION (A) DBE COMPANY COMPLETES IF FINAL PAYMENT HAS BEEN RECEIVED**

I hereby certify that our firm received \$\_\_\_\_\_ total payment for subcontract work on the above reference Milwaukee County project or contract.

Date \_\_\_\_\_, 200\_\_

**\*SECTION (B) BOTH PRIME CONTRACTOR AND DBE COMPANY COMPLETE IF FULL**

PAYMENT HAS NOT BEEN MADE TO DBE  
SUBCONTRACTORS AND A  
BALANCE REMAINS TO BE PAID.

I hereby certify that our firm has paid to date a total of \$\_\_\_\_\_ and will pay the \_\_\_\_\_ balance of \$\_\_\_\_\_ to \_\_\_\_\_ upon receipt of payment from Milwaukee County for subcontract work on the above referenced project.  
Date \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Prime Contractor's Signature)

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(DBE Subcontractor Signature)

\_\_\_\_\_  
(Print Name & Title)

Form

DBD-018PS

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