CHAPTER 25
PURCHASING AND CONTRACTING

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25.01 AUTHORITY. This ordinance is created pursuant to the authority granted by sections 59.03(1), 59.51(1), 59.52(1)(b) and (9), Wis. Stats.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.02 INTENT. This chapter is intended to achieve greater efficiency and economy in the operation of Dane County government and to encourage competition and business within Dane County by centralizing purchasing transactions where feasible and by providing a uniform set of standards pursuant to which purchases are made.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.03 APPLICABILITY.
(1)(a) This ordinance applies to the procurement of all goods and services made by Dane County, whether professional or nonprofessional.
(b) Except as set forth in s. 25.541, this subchapter shall not apply to software subscription agreements.
(c) Notwithstanding language to the contrary in this ordinance, any act of procurement involving Federal funding shall not use geographic preferences in the evaluation of bids or proposals.
(2) The County recognizes that from time to time it may be in its best interests to enter into contracts, leases or other agreements that have been negotiated, bid for, or otherwise entered into in a manner which is not in strict conformity with the terms of this ordinance. Upon adoption or ratification of any such contract, lease or other agreement by the County Board or the committee, any such nonconformity shall be deemed to have been waived by the County.
(3) This ordinance shall not be construed to create any right or rights of enforcement in any person seeking to do business with Dane County and compliance with the terms of this ordinance shall rest solely with Dane County.
(4) Except as otherwise provided in this chapter, the provisions of Subchapter I shall apply to transactions under Subchapter II.
(5) Except as otherwise expressly provided, this chapter does not apply to real estate transactions regulated by ch. 28.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17; am. Sub 1 to 2026 OA-013, pub. 09/18/2026.]

25.04 DEFINITIONS. In this chapter, unless the context clearly indicates to the contrary, the following words have the meanings indicated:
(1) *Bid* means the written or verbal commitment of a contractor to furnish goods or services, or a combination thereof, in specific quantities at a firm price.
(2) *Bidder* is one who submits a bid in response to a Request for Bids or Proposals.
(3) *Board* shall mean the Dane County Board of Supervisors.
(4) *Committee* shall mean that certain standing committee of the County Board designated as its finance committee, unless the context clearly indicates otherwise.
(5) *Dane County-Made Good* shall mean an article that is manufactured, mined, produced, or grown in Dane County and over 50% of the total cost of its components are made in Dane County.

(6) *Department* shall mean any division of County government which is separately listed in the annual County budget.

(6m) *Generative artificial intelligence technology* means any software that creates content by simulating human learning, comprehension, problem solving, decision making, creativity, and autonomy.

(7) *Goods* shall mean any tangible item, supply or anything purchased or available for purchase other than real property or services.

(8) *Irrevocable letter of credit* means an engagement by a bank or other person made at the request of a customer and of a kind within the scope of chapter 405, Wis. Stats., wherein the issuer irrevocably agrees to honor drafts or other demands for payment upon compliance with the conditions specified in the credit. In the discretion of the Controller or designee, an irrevocable letter of credit may be accepted in lieu of a bid bond.

(9) *Locally Operated Vendor* means a supplier or provider of equipment, materials, supplies or services which has an established place of business within Dane County and whose business is registered and authorized to do business in the State of Wisconsin. An established place of business means a physical office, plant, or other facility. A post office box address does not qualify a vendor as a Locally Operated Vendor.

(10) *Major Contract* shall mean all contracts, and addendums thereto, that exceed $100,000 in the aggregate in disbursements or receipts, or any contract so designated in writing to the Controller by the County Board chairperson or the finance committee chairperson.

(11) *Most responsive and responsible bidder* shall mean that bidder who offers either the lowest cost or the highest payment, as appropriate; who submits a bid which conforms in all material respects to the requirements stated in the bid solicitation; and who also possesses the necessary financial responsibility, skill, ability and integrity to perform the obligations required by the transaction. However, in no instance may a bidder who has been convicted of bid rigging or price fixing within three years of submission of the bid involved, involving a bid submitted to the County, be considered the most responsive and responsible bidder.

(12) *Negotiation* shall mean contracting through the use of competitive or other than competitive proposals or discussions. Any contract awarded without a formal bidding procedure is a negotiated contract.

(13) *Performance bond* shall mean a bond that is executed subsequent to award by a successful bidder, to protect the buyer from loss due to the bidder's inability to complete the contract as agreed.

(14) *Procurement* shall mean buying, purchasing, renting, leasing or otherwise acquiring any supplies, materials, equipment and contractual services. It also includes all functions and administrative practices that pertain to obtaining the above, including description of requirements, selection and solicitation of sources, and preparation and award of contract.

(15) *Purchase order* shall mean a written contract with a vendor or provider which formalizes the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule and terms of payment.

(16) *Purchase requisition* shall mean an internal document by which an agency or department sends details of supplies, services or materials required to the purchasing division.

(17) *Purchasing division* shall mean the organizational sub-unit within the department of administration, its officers and employees, which is charged to carry out the act of procurement for Dane County in compliance with this ordinance.

(18) *Locally Based and Owned Vendor* means a supplier or provider of equipment, materials, supplies or services whose business or corporate headquarters is physically located in Dane County and whose owners or shareholders totaling more than 50% of ownership live in Dane County and the business is registered and authorized to do business in the State of Wisconsin.

(19) *Regionally-Made Good* shall mean an article that is manufactured, mined, produced or grown in the eight counties including Dane County and the seven counties adjacent to Dane County (Columbia, Dodge, Green, Iowa, Jefferson, Rock or Sauk) and over 50% of the total cost of its components are made in those counties.

(20) *Regulations* shall mean those rules or guidelines issued by the Controller or the department of administration to administer this ordinance.

(21) *Request for bids* shall mean a formal request to prospective vendors soliciting price quotations. The request contains or incorporates by reference the specifications or scope of work and all contractual terms and conditions applicable to the procurement for which a bid is solicited.

(22) *Request for proposal* shall mean all documents, whether attached or incorporated by reference, used for soliciting competitive proposals when exact specifications are unknown and when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements for a procurement or when other qualitative factors will be considered in the selection of a contractor in addition to price.

(23) *Service* shall mean the furnishing of labor or time by a contractor, not involving the delivery of a specific end product other than usual reports which are incidental to the required performance.

(23m) *Software subscription agreement* shall mean any agreement that provides for the ongoing use of or access to software in exchange for the recurring payments, except for any agreements that primarily provide generative artificial intelligence technology.

(24) *Specification* shall mean any description of the physical or functional characteristics of a supply, service or other item. It may include a description of any requirement for inspecting, testing or preparing a supply, service or other item for delivery.

(25) *Standard terms and conditions* shall mean that certain document which sets forth the instructions, rules, regulations and processes that apply to bidders and/or vendors in the procurement process. The *Standard Terms and Conditions* document or a summary of it accompanies solicitation documents and contracts.

(26) *Surplus property* shall mean items that no longer have use to the County including obsolete supplies and scrap materials that have completed their useful life.

(27) *Transaction* shall mean any act or agreement between the County and any other party or parties pursuant to which the County receives goods or services.

(28) *Wisconsin-Made Good* shall mean an article that is manufactured, mined, produced or grown in the State of Wisconsin and over 50% of the total cost of its components are made in the State of Wisconsin.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17; (6m) and (23m) cr. Sub 1 to 2026 OA-013, pub. 09/18/2026.]

25.05 ADMINISTRATION.

(1)(a) Under the general direction of the director of administration, the Controller shall manage the purchasing activities of the County and supervise purchasing division.
(b) The Controller or staff of the affected department, under the direction of the Controller, shall prepare specifications for proposed transactions. The bid specifications shall describe completely the services, items or supplies to be furnished, the department for which the same are required and the quantities desired. Such specifications shall be drawn so as to facilitate competitive bidding.
(c) The Controller may also promulgate and amend purchasing operational procedures and administrative regulations which are consistent with the various provisions of this chapter and which shall be permanently recorded and circulated to all County departments. The Controller shall assist departments in complying with such regulations.
(d) The Controller shall maintain such records as are necessary to account for expenditures of funds for purchases made through his or her office.
(e) The Controller may request information from departments when necessary or desirable for efficient administration of the purchasing division.
(2) *Delegation of Authority.*
(a) Purchasing authority may be delegated to departments to purchase goods or services using blanket purchase orders, a procurement card or other means as authorized by this chapter or by the Controller.
(b) The purchase of all goods and services for which purchasing authority has not been delegated to departments shall be made by means of a purchase requisition submitted to the purchasing division by department officials who have such authority.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.06 APPROPRIATIONS. All transactions shall be subject to fiscal appropriations made by the Board for the operation of the affected department. No transaction may be entered into unless adequate funds have been appropriated therefore.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.07 COMMITTEE RESPONSIBILITIES. The committee shall have those responsibilities imposed by the rules of the Board and, in addition, shall exercise the following duties and functions relating to this chapter:
(1) Provide general oversight of all matters concerning purchases and sales;
(2) Advise and consult with departments concerning transactions when requested or when otherwise deemed necessary by the committee;
(3) Investigate on its own motion all questions related to transactions controlled by this chapter; and
(4) Review and refer to the Board:

(a) any transaction for which no budgetary appropriation has been made;
(b) those transactions requiring Board approval; and
(c) any instance of non-compliance with this chapter or any regulations adopted under this chapter.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.08 PURCHASE OF GOODS AND SERVICES.

(1) Any act of procurement shall be conducted in such a manner as to obtain the best possible price, performance guarantee, service guarantee, quality and resale value. The purchasing division shall maintain documents regarding the procedures used for each transaction.
(2) Any act of procurement shall comply with the Standard Terms and Conditions promulgated by the purchasing division.
(3) Purchases with an estimated cost of less than $10,000 shall be acquired through a method of solicitation determined by the Controller acting in the best interests of the public.
(4) Purchases with an estimated cost between $10,000 and $35,000 shall be acquired through a written, competitive solicitation process through which the controller obtains multiple bids.
(5) Purchases with an estimated cost of over $35,000 shall be acquired through an official bidding process as provided in s. 25.10.
(6) Major contracts shall be subject to the review process set forth in s. 25.11
(7)(a) The method of evaluating bids or proposals and the criteria for awarding contracts shall be stated in the bid document or in the request for proposals.
(b) When using a request for proposals (RFP), the RFP shall specify that any Locally Operated Vendor and Locally Based and Owned Vendor will automatically receive five points in the evaluation scoring. Non-Locally Operated Vendors with an established place of business within one of the counties adjacent to Dane County in the Thrive-8 county region will automatically receive two points. Non-Locally Operated Vendors will receive zero points in that portion of the evaluation scoring.
(8) Bids may be corrected or withdrawn by the vendor prior to the bid opening by providing a notice to the purchasing division prior to the bid opening date and time specified in the bid documents. Bids may not be amended or withdrawn by the vendor after the bid opening.
(9) The Controller or designee may cancel any invitation for bid, request for proposal, or other solicitation in whole or in part whenever such cancellation is deemed by the Controller or designee to be in the best interest of the County.
(10) The Controller or designee shall open all bids on the date and at the time and place specified in the bid documents. The receipt and reading of bids shall be open to the public.
(11)(a) Contracts for purchases shall be awarded to the most responsive and responsible bidder.
(b) The Controller and the committee shall consider compliance with fair labor standards as set forth in s. 25.09 in determining the most responsible bidder.
(c) If the Controller, after reviewing the responses to a competitive solicitation under sub (4) or a bid under sub (5) and s. 25.09, finds that a Locally Based and Owned

Vendor's price is within 15% of the lowest cost bid, the Controller will contact the Locally Based and Owned Vendor to determine if the Vendor is willing to meet the bid price offered by the most responsive bidder. If the Locally Based and Owned Vendor is willing to meet the price offered by the most responsive bidder, then the Locally Based and Owned Vendor shall be awarded the bid. If more than one Locally Based and Owned Vendor has offered a price within 15% of the most responsive bidder, the Locally Based and Owned Vendor with the lowest price will be contacted first. If the first Locally Based and Owned Vendor declines to meet the price of the most responsive bidder, then the Controller will contact the next highest bidding Locally Based and Operated Vendor to determine that vendor's interest in meeting the price offered by the most responsive bidder.

(d) If after reviewing the responses to a competitive solicitation or a bid, the Controller finds there is no Locally Based and Owned Vendor within 15% of the lowest cost bid, or if there is a Locally Based and Owned Vendor within 15% of the lowest cost bid, but that vendor is not willing to meet the bid price offered by the most responsive bidder in the process set forth in sub. (c), then the Controller shall review the responses to determine if a Locally Operated Vendor's price is within 10% of the lowest cost bid. If so, the Controller will contact the Locally Operated Vendor to determine if the Locally Operated Vendor is willing to meet the bid price offered by the most responsive bidder. If the Locally Operated Vendor is willing to meet the bid price offered by the most responsive bidder, then the Locally Operated Vendor shall be awarded the bid. If more than one Locally Operated Vendor has offered a price within 10% of the most responsive bidder, the Locally Operated Vendor with the lowest price will be contacted first. If the first Locally Operated Vendor declines to meet the price of the most responsive bidder, then the Controller will contact the next highest bidding Locally Operated Vendor to determine that vendor's interest in meeting the price offered by the most responsive bidder.

(e) If after reviewing the responses to a competitive solicitation or a bid, the Controller finds there is no Locally Operated Vendor within 10% of the lowest cost bid, but that vendor is not willing to meet the bid price offered by the most responsive bidder in the process set forth in sub. (d), then the Controller shall review the responses to determine if there is a Non-Locally Operated Vendor with an established place of business in one of the counties adjacent to Dane County in the Thrive-8 county region within 5% of the lowest cost bid. If the Controller identifies such a vendor, the Controller will contact the vendor to determine if the vendor is willing to meet the bid price offered by the most responsive bidder, then that vendor shall be awarded the bid.

(f) With the exception of bids for sand, gravel, salt, asphalt and concrete, if the Controller, after reviewing the responses to a bid finds that a vendor is offering Dane County-Made Goods at a price that is within 15% of the lowest cost bid, the Controller will award the bid to the vendor offering Dane County-Made Goods at the lowest cost.

(g) With the exception of bids for sand, gravel, salt, asphalt and concrete, if a Dane County-Made Good is not available, the Controller, after reviewing the responses to a bid finds that a vendor is offering Regionally-Made Goods at a price that is within 12.5% of the lowest cost bid, the Controller will award the bid to the vendor offering Regionally-Made Goods at the lowest cost.

(h) With the exception of bids for sand, gravel, salt, asphalt and concrete, if a Dane County-Made Good or a Regionally-Made Good is not available, the Controller, after reviewing the responses to a bid finds that a vendor is offering Wisconsin-Made Goods at a price that is within 10% of the lowest cost bid, the Controller will award the bid to the vendor offering Wisconsin-Made Goods at the lowest cost.

(i) If no vendor offers Dane County-Made Goods, Regionally-Made Goods, or Wisconsin-Made Goods within the price percentages described in subs. (f)-(h), the Controller will award the bid to the lowest responsive and responsible bidder without regard to where the goods were made.

(j) No purchase shall be made under subs. (f)-(h) unless the vendor offering such goods first submits a sworn affidavit stating that the goods meet the requirements of the applicable subsection.

(k) For purchases of motor vehicles for the Sheriff's Office, if after reviewing the responses to a bid, the Controller shall review the responses to determine if a Locally Operated Vendor's price is within 15% of the lowest cost bid. If so, the Controller will contact the Locally Operated Vendor to determine if the Locally Operated Vendor is willing to offer a price within 5% of the lowest cost bid. If the Locally Operated Vendor is willing to offer a price within 5% of the lowest cost bid, then the Locally Operated Vendor shall be awarded the bid. If more than one Locally Operated Vendor has offered a price within 15% of the most responsive bidder, the Locally Operated Vendor with the lowest price will be contacted first. If the first Locally Operated Vendor declines to offer a price within 5% of the most responsive bidder, then the Controller will contact the next highest bidding Locally Operated Vendor to determine that vendor's interest in offering a price within 5% of the most responsive bidder.

(12) The Controller or designee is authorized to negotiate an adjustment of the bid price with the lowest most responsive and responsible bidder, including changes in the bid requirements, in order to bring the bid within the amount of available funds if one of the following conditions apply:

(a) All bids exceed available or attainable funds;

(b) Time or economic conditions preclude the re-solicitation of work or a reduction in the scope of the requisition.

(13) The Controller or designee may reject any or all bids or proposals and may waive any technicality or error in any bid or part thereof when such rejection or waiver is deemed to be in the best interest of Dane County.

(14) The Controller or designee may require that all bidders on a bid submit a bid bond, certified check or irrevocable letter of credit in the amount required by the bid specifications. When a bid is accepted, the Controller or designee may require the successful bidder to file a performance bond.

(15) When, after soliciting bids, it is determined by the Controller or designee that no valid bids have been received, the Controller or designee may purchase the good or service on the open market at his or her discretion.

(16) The various price levels set forth in this chapter which establish the procedures required for purchasing goods and services shall be adjusted once every year, in accordance with changes in the Consumer Price Index-United States All Urban Consumers–All Items–Midwest Region. Such adjustments shall be computed as follows: (CPI Index for November of the most recent year *divided* by CPI Index for November of

2016 *times* the price levels rounded to the nearest thousand *equals* adjusted price level.) The Controller shall distribute to the committee and department heads an announcement of each change in the price levels.

(17) *Terms of Multi-Year Contracts.*

(a) Except for contracts where the original vendor is the only option for computer software or hardware maintenance and support, the term including any extension of the initial term, of any contract for the procurement of goods and services shall not exceed five (5) years.

(18) *Exceptions to the Competitive Bidding Process.*

(a) The Controller may decide to negotiate, contract for, and purchase goods and services without securing formal competitive bids whenever such goods and services are of such a nature as to make it impossible or impractical to complete the formal competitive bidding process. These circumstances include:

1. Emergency procurement shall be allowed when necessary to alleviate a situation in which there is a threat to health, welfare or safety and when circumstances do not allow time for normal competitive purchasing procedures. The Controller shall maintain a record of emergency purchases, including the justification submitted by the requesting department.

(b) Waiver of bid procurement. The Controller may waive the requirement for competitive bids:

1. when he or she determines that only one vendor possesses the unique and singularly available ability to meet the County's requirements;

2. when unique and specific technical qualifications, the ability to deliver at a particular time, or services from a public utility are required;

3. when special adaptation for a special purpose is required; or

4. when a unique or opportune buying condition exists.

(c) When a waiver of bid is granted, the Controller shall conduct negotiations, as appropriate, as to price, delivery and terms. The Controller shall maintain a record of waiver of bid purchases, including a justification submitted by the requisitioning department. Waiver of bid purchases over $35,000 shall receive prior approval from the committee.

(d) Intergovernmental procurement. The purchasing manager is authorized to purchase goods or services directly from any other governmental or quasi-governmental entity or political subdivision without going through the bidding process, when the Controller determines that it is in the County’s best interest to do so.

(e) Cooperative procurement. The Controller may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, supplies, equipment or services with one or more units of government in accordance with an agreement entered into by the participants. Cooperative procurement may include, but is not limited to:

1. Joint or multi-party contracts between units of government; and

2. Open-ended state, municipal, federal and other units of governments' contracts which are made available to the County.

(f) Used goods and livestock. The Controller may purchase used goods or livestock on the open market or at auction without competitive solicitation. After surveying

the market, the Controller may negotiate with the seller to obtain the item which offers the best combination of price and condition.

(g) Alliant Energy Center Events. Notwithstanding other provisions of this section regarding procurement of goods and services, the Alliant Energy Center is not required to obtain quotes or issue bids for goods or services necessary to support an event provided that costs for such goods and services are fully reimbursed under a contract for the event.

(19) *Encouraging the Participation of Targeted Business Enterprises.* Dane County's official policy is to utilize to the fullest extent targeted businesses, as defined in chapter 19, when contracting for any construction, purchases, furnishing or disposal of goods, services or real property in order to ensure an equitable share of Dane County contracts in accordance with chapter 19 of the Dane County Ordinances. Dane County recognizes that it must ensure that the principles of equal opportunities in its contracting process are pursued in a concerted manner. Dane County reaffirms its commitment to the targeted business programs and policies which ensure utilization of targeted businesses by the County and those who contract with the County.

(20) *Authority to Debar or Suspend.*

(a) The head of an affected department or a purchasing agent may file a complaint alleging a vendor's violation of this chapter; violation of contract provisions; failure to perform in accordance with the specifications or within the time limit provided in a contract; conviction of a criminal offense incident to a contract or subcontract; conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of integrity or honesty which has impact on responsibility as a contractor; or conviction under state or federal antitrust statutes arising out of the submission of bids or proposals. All complaints shall be filed with the Controller.

(b) The Controller shall investigate and determine whether there has been a violation of this section, and provide copies of a proposed decision to the complainant and the vendor. If a violation is found, the proposed decision may include any of the following:

1. Suspension of the right to bid on County contracts for up to three months;

2. Debarment, for a period of up to three years.

(c) Any person affected by the proposed decision may, no later than 30 days after issuance of the proposed decision, appeal the decision to the director of administration by serving a notice of appeal on the director of administration. If no appeal is taken within the time allotted, the proposed decision shall become final.

(d) Upon the filing of an appeal, the director of administration shall, on notice, take testimony, receive evidence, allow a party to call witnesses, allow cross-examination and issue a final decision. The director of administration shall not be bound by common law or statutory rules of evidence, but shall admit all testimony having reasonable probative value, excluding that which is immaterial, irrelevant or unduly repetitious. The director of administration shall give effect to the rules of privilege recognized by law. Basic principles of relevancy, materiality and probative force, as recognized in equitable proceedings, shall govern the proof of all questions of fact. The director of administration may take official notice of any generally recognized fact or established technical or scientific fact, but parties shall be notified either before or during hearing or by full reference in

preliminary reports, or otherwise, of the facts so noticed, and the parties shall be afforded an opportunity to contest the validity of the official notice.

(e) The director of administration's final decision may include suspension of up to three months or debarment of up to three years.

(f) A department may not award any contract to a vendor who has been debarred unless at least three years have elapsed from the date of debarment, unless a shorter time of debarment is specified in the director of administration's final decision.

(21) *Recycling.*

(a) The Controller shall, to the extent practicable, make purchasing selections using specifications developed in conformity with s. 16.72(2)(e), Stats., to maximize the purchase of materials utilizing recycled materials and recovered materials.

(b) Each department shall ensure that the average recycled or recovered content of all paper purchased by the department, measured as a proportion, by weight, of the fiber content of paper products purchased in a calendar year is not less than 40% of all purchased paper, of which at least 20% is post-consumer fiber.

[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17; (11)(k) am., 2017 OA-029, pub. 11/18/17; (16) am. and (18)(g) cr., 2018 OA-032, pub. 03/19/19; (5), (10), (11) and (18)(g) am., 2019 OA-035, pub. 03/13/20.]

25.09 BIDDER RESPONSIBILITY.

(1) Any bid, application or proposal for any contract with the County, including public works contracts regulated under chapter 40, shall include a certification indicating whether the bidder has been found by the National Labor Relations Board (NLRB) or the Wisconsin Employment Relations Commission (WERC) to have violated any statute or regulation regarding labor standards or relations within the last seven years. The Controller shall investigate any such finding and make a recommendation to the committee, which shall determine whether the conduct resulting in the finding affects the bidder's responsibility to perform the contract.

(2) During the term of any contract with the County, the contractor or a subcontractor shall report to the Controller within 10 days any findings required to be disclosed under sub. (1), including an NLRB or WERC "finding merit" to the filing of an unfair labor practice, or allegations of such violations filed with those agencies. The Controller shall investigate and determine whether the allegations or findings adversely impact the contractor's responsibilities under the contract. If the Controller determines that the allegations or findings adversely affect the contractor's responsibilities under the contract, the Controller shall render a proposed decision which may terminate, suspend or cancel the contract, in whole or in part, and shall provide the contractor with a copy of the proposed decision.

(3) Any person affected by a proposed decision issued under sub. (2) may appeal such decision as set forth in s. 25.08(20)(c)-(e).

(4) All contractors and subcontractors shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.10 BIDDING PROCESS.

(1) *Notice.*

(a) The proposed procurement shall be publicly advertised in the official County newspaper and such other media as deemed desirable, which may include the Internet or trade magazines as determined by the Controller.

(b) The proposed procurement shall be advertised at least two (2) weeks before the bid opening date.

(c) The advertisement shall call for bids to furnish goods or services, or both, in accordance with specifications prepared or approved by the Controller.

(2) Bids may be corrected or withdrawn by the vendor prior to the bid opening by providing a notice to the purchasing division prior to the bid opening date and time specified in the bid documents. Bids may not be amended or withdrawn by the vendor after the bid opening.

(3) The Controller or designee shall open all bids on the date and at the time and place specified in the bid documents.

[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.11 REVIEW PROCESS FOR MAJOR CONTRACTS.

(1) Unless otherwise exempt all major contracts shall be subject to County Board approval under the provisions of this section, and approval by the County Executive. All contracts approved by the County Board shall be countersigned by the County Clerk.

(2)(a) In this subsection, the phrase "the contract documents" includes all of the following: the complete contract, including all schedules, exhibits and attachments; the contract rating sheet; the contract routing sheet; and an executive summary of the contract.

(b) The contract documents shall be uploaded to the legislative information system three days prior to the time the contract is to be considered by the standing committee that has oversight of the department responsible for administering the contract.

(c) Whenever a contract is modified after the first standing committee makes a recommendation, a redline version must be included in the legislative file no later than 24 hours prior to any subsequent committee or board meeting that has the item on their agenda. Upon a two-thirds vote of the members present, a committee or the board may consider a modified contract even if a redline version is not included in the legislative file.

(d) The contract cover sheet shall describe any deviations from the standard contracting process and any changes to the standard County purchase of services form agreement.

(3) The director of administration, the corporation counsel and the affected department head shall each independently review the contract.

[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17; (1)(c) and (3) am., 2019 OA-035, pub. 03/13/20; (2)(b) am., Sub. 1 to 2025 OA-003 as am., pub. 07/05/25; (2)(c) am., (2)(d) cr., Sub. 1 to 2025 OA-017, pub. 10/31/25.]

25.12 LIVING WAGE REQUIREMENT.

(1) As used in this section, the following words have the meanings indicated:

(a) *Board* means the contract compliance hearing board as defined in s. 19.51(5), D.C. Ords.

(b) *Contractor* means a person or entity having a service contract with Dane County.

(c) *Family member* includes mother, father, grandparents, spouse, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son/daughter-in-law, member of alternative family and grandchildren.

(d) *Professional service* means services for which the provider is required to hold a license issued by Wisconsin Department of Safety and Professional Services in order to practice in this state.

(e) *Service contract* means any contract with the County, for the provision of services to any County department or agency. The purchasing agent shall review each bid specification or request for proposals and make a determination as to whether the proposed contract will constitute a service contract. *Service contract* includes subcontracts but does not include any contract, whether or not a subcontract, which:

1. Involves only the purchase of goods;

2. Is a professional service contract;

3. Is a public works contract regulated under ch. 40;

4. Has a value of less than $5,000;

5. Is a contract or lease involving use of facilities at the Dane County Alliant Energy Center;

6. Involves services provided by student interns;

7. Involves services provided by persons with disabilities working in employment programs where the employer holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;

8. Is a contract in existence prior to October 23, 1999, through the duration of its term;

9. Is a department of human services contract for residential services for individual clients purchased at an established per-bed rate;

10. Is a contract with a school district, a municipality or other unit of government;

11. Is a contract in which compensation is provided to a family member under a department of human services program;

12. Is a grant, project or contract as to which federal or state law imposes the obligation to pay prevailing wages; or

13. Is a grant, contract or project as to which labor agreements otherwise require the payment of a wage in excess of the living wage.

(f) *Subcontractor* means a person or entity having an arrangement with a contractor pursuant to which the subcontractor furnishes services for the benefit of Dane County and which arrangement would constitute a service contract as defined herein if entered into directly with the County.

(g) *Living wage* means the following:

1. For contracts entered into prior to January 1, 2017, an hourly wage equal to 100% of the poverty level divided by 2080.

2. For contracts entered into after December 31, 2016, an hourly wage as follows:

a. 2017-$12.50.

b. 2018-$13.00.

c. 2019-$13.50.

d. 2020-$14.00.
e. 2021-$14.50.
f. 2022-$15.00.
g. Beginning January 1, 2023, the living wage shall be adjusted annually by the percentage change in the June Consumer Price Index for All Urban Consumers for the previous year.
(h) *Poverty level* means an annual income equal to the U.S. Department of Health and Human Services' then most recently published poverty guideline for a family of four.
(2) The living wage requirement set forth in this section shall apply to:
(a) All employees of an employer who has entered into a service contract of $5,000 or more, provided that this section applies only to those employees who are directly involved in providing the contracted services;
(b) All employees of employers who are beneficiaries of economic development assistance from the County worth $5,000 or more, except those for construction projects subject to Wis. Stat. s. 66.0903(1m)(c); and
(c) The County's own employees, except those in supported employment positions.
(d) Tipped employees, employees paid on commission, and others whose compensation consists of more than hourly wages shall be paid an hourly wage which, when coupled with the other compensation, will at least equal the living wage.
(3) The living wage requirements of this section do not apply to time an employee spends in employer-authorized "sleep time" at the work site.
(4) Every service contract and every grant of economic development assistance entered into by the County shall contain the following notice: "The contractor [or grant beneficiary] agrees to pay all workers employed by the contractor [or grant beneficiary] in the performance of this contract [or grant], whether on a full-time or part-time basis, the living wage of not less than [purchasing agent to insert current living wage in accordance with this section]. The contractor [or grant beneficiary] agrees to make available for County inspection the contractor's payroll records relating to employees providing services on or under this contract or subcontract [or grant]. If any payroll records of a contractor [or grant beneficiary] contain any false, misleading or fraudulent information, or if a contractor [or grant beneficiary] fails to comply with the provisions of s. 25.12, D.C. Ords., the contract compliance officer may withhold payments on the contract, terminate, cancel or suspend the contract in whole or in part, or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found."
(a) Every contractor and grant beneficiary shall provide a similar written notice to any subcontractor.
(b) Each worker employed in performance of a County contract shall receive the full living wage. If a worker is performing both County and non-county work and it is not possible to separately account for the time associated with work under the County contract, then the worker shall receive the full living wage. No proportional calculation is allowed. If no bids are received on a contract and staff determines that compliance with this subsection contributed to the lack of bids, the contract may be re-bid with a waiver of the no proportional calculation requirement.

(5) The purchasing agent shall add a summary of the requirement for the living wage to the County's standard *Bids & Specifications* document.

(6) For every service contract and economic development assistance grant the current living wage shall be kept posted by the contractor or grant beneficiary at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract or grant. The poster shall also provide information of the means the reader may use to file a complaint of violation. In addition, copies of the current living wage requirement shall be supplied to any person employed in the performance of a service contract or economic development assistance grant at the request of such person and within a reasonable period of time after the request.

(7)(a) Upon completion of a contract or grant and before receiving final payment for his or her work on the contract or grant, each contractor or grant beneficiary shall furnish the County with certification affirming that the contractor or grant beneficiary has complied fully with the requirements of this section. A contractor or grant beneficiary may not receive final payment until such certification is filed.

(b) Where the contractor or grant beneficiary receives regular monthly payments, the certification shall be filed at least quarterly.

(c) Notwithstanding the provisions of sub. (a), Human Services contractors that are paid 1/12th of an annual contract per month may receive final payment prior to filing the required certification, but must file said certification on an annual basis at the completion of the contract term.

(d) When requested by the contract compliance officer, the contractor or grant beneficiary shall also furnish certifications from each of the contractor's or grant beneficiary's subcontractors.

(8) Each contractor and subcontractor providing County-compensated services and each grant beneficiary receiving an economic development assistance grant shall keep full and accurate payroll records for every employee subject to this section.

(9) The contract compliance officer or designee may demand and examine, and it shall be the duty of every contractor, subcontractor or grant beneficiary and agent thereof to keep and furnish to the contract compliance officer or designee, copies of payroll records which relate to the wages paid to employees providing County-compensated services.

(10) If requested by any person, the contract compliance officer or designee shall inspect the payroll records of any contractor, subcontractor or grant beneficiary, or agent of any of them, providing County-compensated services or receiving an economic development assistance grant to ensure compliance with this section.

(11)(a) An affected employee may file a complaint alleging a contractor's or grant beneficiary's violation of this section. All complaints shall be filed with the contract compliance officer.

(b) The contract compliance officer shall investigate and determine whether there has been a violation of this section and provide copies of a proposed decision to the complainant and the contractor or grant beneficiary. If a violation is found, the proposed decision may include any of the following:

1. Withholding of payments due the contractor or grant beneficiary in an amount sufficient to pay the wages due all affected employees;

2. Termination, suspension or cancellation of the contract or grant in whole or in part;
3. Debarment for a period of up to 3 years.
(c) Any person affected by the proposed decision issued under sub. (b) may appeal such decision as set forth in s. 25.08(20)(c)-(e).
(12) A department or agency many not award any contract to a contractor nor any grant to a grant beneficiary who has been debarred unless at least 3 years have elapsed from the date of debarment, unless a shorter time of debarment is specified in the board's final decision.
(a) This subsection does not apply to any contractor, subcontractor or grant beneficiary who has not exhausted or waived all appeals, provided that the period of debarment shall commence as of the date all appeals are exhausted or waived, as appropriate.
(13) The board may promulgate rules to administer this subsection.
(14) A contractor or grant beneficiary shall not retaliate against any employee who files a complaint under this section, and a violation thereof shall be subject to the penalties set forth in sub. (11)(b)2. and 3. above.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17; (1)(e)3. am., Sub. 1 to 2018 OA-025, pub. 12/6/18.]

25.13 EQUAL BENEFITS REQUIREMENT.

(1) *Purpose.* The purpose of this ordinance is to ensure that equal compensation is provided to all employees of contractors, grant beneficiaries, and loan recipients performing work for Dane County. It is the County's intent, through the contracting practices outlined in this section, to assure that those companies wanting to do business with the County will equalize the total compensation between similarly situated spouses and those with domestic partners.
(2) As used in this section, the following terms shall have the meanings indicated:
(a) *Board* means the contract compliance hearing board as defined in s. 19.51(5).
(b) *Benefit* means any plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package. This includes, but is not limited to, the following types of benefits: bereavement leave, family medical leave, sick leave, health benefits, dental benefits, disability insurance, life insurance, membership or membership discounts, moving expenses, pension and retirement benefits, and travel benefits.
(c) *Cash equivalent* means the amount equal to the actual cost to the employer for providing insurance benefits to the spouse of a married employee and not provided to a domestic partner, provided that:
1. The benefit would have been provided to the domestic partner if that person was a spouse of the employee; and
2. After making a reasonable effort to provide the benefit to a domestic partner of an employee, the employer is unable to provide the benefit.
(d) *Contract* means any human services, public works or service contract, and includes subcontracts, but does not include any contract which:
1. Involves only the purchase of goods;
2. Is a contract or lease for use of facilities at the Alliant Energy Center;

3. Is a contract in existence prior to the effective date of this ordinance. The term of such contract shall not be extended unless the requirements of this section are incorporated into the contract.
4. Is a contract with a school district, municipality, or other unit of government; or
5. Involves a collective bargaining agreement in existence prior to the effective date of this ordinance, provided that the contractor must agree to propose to the applicable collective bargaining unit that the equal benefits requirement be incorporated into the agreement upon amendment, extension or other modification occurring after the effective date of this ordinance.
(e) *Contractor* means a person or entity having a service, human services or public works contract with Dane County.
(f) *Domestic partner* means an adult of the same or opposite sex with whom a contractor's employee is living with in a non-marital committed relationship and with whom they share a common residence and responsibility for each other's common welfare. Contractors may require an employee to sign and file a Declaration of Domestic Partnership in conformance with chapter 60.
(g) *Economic development grant beneficiary* means any employer who is the recipient of an economic development grant from Dane County.
(h) *Loan recipient* means any person who receives a loan of any amount, other than a reverse mortgage loan, from Dane County.
(i) *Public works contract* means all contracts subject to chapter 40, D.C. Ords.
(j) *Service contract* means any contract with the County, for the provision of services to any County department or agency. The purchasing agent shall review each bid specification or request for proposal and make a determination as to whether the proposed contract will constitute a service contract.
(3) *Applicability.*
(a) This ordinance shall apply to:
1. All contractors as follows:
a. A contractor's operations located in Dane County, regardless of whether there are employees at those locations performing work on the contract;
b. A contractor's operations on real property located outside of Dane County if the property is owned by the County or the County has the right to occupy the property, and if the contractor's presence at or on that property is connected to a contract with the County; and
c. A contractor's employees located elsewhere in the United States but outside of Dane County, if those employees are performing work on a county contract.
2. All employers who are beneficiaries of economic development grants from the County.
3. Dane County regarding its employees, including limited term employees.
4. All loan recipients.
(b) Notwithstanding anything to the contrary, the Controller or designee may waive the provisions of this section when there is only one prospective contractor willing to enter into a contract with the County on the terms and conditions established by the County, or when the needed services or public works are available only from a sole source and the prospective contractor is not currently disqualified from doing business with the County based on any contract compliance requirements, and such waiver is in the best interest

of Dane County. Any such waiver shall be reported to the Personnel & Finance Committee.

(4) All contractors, economic development grant beneficiaries, and loan recipients shall provide the same benefits to employees with domestic partners as they do to employees with spouses, or the cash equivalent if a benefit cannot reasonably be provided.

(5) Every public works and service contract, every grant of economic assistance, and every loan entered into by the County shall contain the following notice: "The contractor [grant beneficiary or loan recipient] agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The contractor [grant beneficiary or loan recipient] agrees to make available for County inspection the contractor's [grant beneficiary's or loan recipient's] payroll records relating to employees providing services on or under this contract or subcontract [grant or loan]. If any payroll records of a contactor [grant beneficiary or loan recipient] contain any false, misleading or fraudulent information, or if a contractor [grant beneficiary or loan recipient] fails to comply with the provisions of s. 25.14, D.C. Ords., the contract compliance officer may withhold payments on the contract [grant or loan]; terminate, cancel or suspend the contract [grant or loan] in whole or in part; or, after a due process hearing, deny the contractor [grant beneficiary or loan recipient] the right to participate in bidding on future County contracts [grants or loans] for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found."

(a) Every contractor, grant beneficiary, or loan recipient shall provide a similar written notice to any subcontractor.

(6) The County's purchasing agent shall add a summary of the requirement for the equal benefits to the County's standard *Bids & Specifications* document.

(7) For every service contract, economic development assistance grant, or loan, a notice of the equal benefits requirement shall be kept posted by the contractor, grant beneficiary, or loan recipient at the site of the work in a prominent place where it can be easily seen and read by persons employed in the performance of such contract, grant, or loan. The poster shall also provide information of the means the reader may use to file a complaint of violation. In addition, copies of the equal benefit requirement shall be provided to any person employed in the performance of a service contract, economic development assistance grant, or loan upon request and within a reasonable period of time.

(8)(a) Upon completion of a contract, grant, or loan and before receiving final payment for his or her work on said contract, grant, or loan, each contractor, grant beneficiary, or loan recipient shall furnish the County with a certification affirming that he or she has complied fully with the requirements of this section. A contractor, grant beneficiary, or loan recipient may not receive final payment until such certification is filed.

(b) Notwithstanding the provisions of sub. (a), Human Services contractors that are paid $1/12^{th}$ of an annual contract per month may receive final payment prior to filing the required certification, but must file said certification on an annual basis at the completion of the contract term.

(c) When requested by the contract compliance officer, the contractor, grant beneficiary, or loan recipient shall also furnish certifications from each of his or her subcontractors.

(9) Each contractor and subcontractor providing County-compensated services, each grant beneficiary receiving an economic development assistance grant, and each loan recipient shall keep full and accurate records of benefits provided or cash equivalents paid for every employee subject to this section.

(10) The contract compliance officer or designee may demand and examine, and it shall be the duty of every contractor, subcontractor, grant beneficiary, or loan recipient and agent thereof to keep and furnish to the contract compliance officer or designee, copies of records which relate to the benefits provided or cash equivalents paid to employees providing County-compensated services.

(11) If requested by any person, the contract compliance officer or designee shall inspect the payroll records of any contractor, subcontractor, grant beneficiary, or loan recipient, or agent thereof, providing County-compensated services or receiving an economic development assistance grant or loan to ensure compliance with this section.

(12)(a) An affected employee may file a complaint alleging a contractor's, grant beneficiary's, or loan recipient's violation of this section. All complaints shall be filed with the contract compliance officer.

(b) The contract compliance officer shall investigate and determine whether there has been a violation of this section and provide copies of a proposed decision to the complainant and the contractor, grant beneficiary, or loan recipient. If a violation is found, the proposed decision may include any of the following:

1. Withholding of payments due the contractor, grant beneficiary, or loan recipient in an amount sufficient to pay the wages due all affected employees;

2. Termination, suspension or cancellation of the contract, grant, or loan, in whole or in part;

3. Debarment for a period of up to three years.

(c) Any person affected by the proposed decision issued under sub. (b) may appeal such decision as set forth in s. 25.08(20)(c)-(e).

(13) A department or agency may not award any contract to a contractor, nor any grant to a grant beneficiary, nor any loan to a loan recipient who has been debarred unless at least three years have elapsed from the date of debarment, unless a shorter time of debarment is specified in the board's final decision.

(a) This subsection does not apply to any contractor, subcontractor, grant beneficiary, or loan recipient who has not exhausted or waived all appeals, provided that the period of debarment shall commence as of the date all appeals are exhausted or waived, as appropriate.

(14) The board may promulgate rules to administer this subsection.

(15) A contractor, grant beneficiary, or loan recipient shall not retaliate against any employee who files a complaint under this section, and a violation thereof shall be subject to the penalties set forth in sub. (12)(b)2. and 3. above.

(16) No contractor, grant beneficiary, or loan recipient may use the equal benefits requirement of this section to reduce the wage paid to any person employed by the contractor, grant beneficiary, or loan recipient.

(17) *Legal effect and severability.*

(a) Nothing in this section shall be interpreted to alter, contravene or be in conflict with any provision of county, state or federal law.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.135 DATA PRIVACY PROTECTIONS. All requests for proposal and contracts shall require contractors to implement reasonable administrative, technical, and physical safeguards that protect any personal, confidential, or sensitive data accessed, processed or stored in the performance of the contract. At a minimum, such requirements shall include:
(1) Notification to County of any known or suspected data breach within 72 hours;
(2) Access controls limiting data exposure to authorized personnel only;
(3) Prohibition of the sale, use or rental of data by vendor, unless expressly authorized by the County in writing;
(4) Secure disposal or return of data upon contract completion or termination; and
(5) Compliance with applicable local, state, and federal privacy laws.
[**History:** 25.135 cr., 2025 OA-018, pub. 12/03/25; *NON-CODE PROVISION:* The amendment made herein shall first take effect on January 1, 2026 or the day after publication, whichever is later.]

25.14 FINANCIAL INTEREST PROHIBITED.
(1) Employees engaged in the act of procurement shall not be personally or financially interested in, or in any manner connected directly or indirectly with, any bidder or proposer. Such employees shall not solicit, accept or receive, directly or indirectly, from any bidder or proposer, by rebate, gift or otherwise, any money or other thing of value, nor receive any promise or obligation for future reward or compensation from any bidder or proposer, nor financially profit in any manner from their employment with Dane County, other than the wages and benefits furnished directly by the County.
(2) All County purchase orders, bid specifications, requests for proposal and contracts shall contain, when feasible, reference to state law prohibiting any public officer or employee's private pecuniary interest, direct or indirect, in any public contract.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.15 PAYMENT PROCEDURE. After proper processing and auditing of requisitions, purchase orders and vouchers, and approval of the County Board or personnel and finance committee, as appropriate, payments shall be made in accordance with the terms of the contract.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.16 UNLAWFUL PURCHASES. Contracts for any goods or services contrary to the provisions of this chapter, or the rules or regulations made thereunder, shall be void.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.17 SURPLUS PROPERTY MANAGEMENT.
(1)(a) Departments which have equipment or supplies which are unsuitable or have become unnecessary, and which are not to be traded in, shall report such fact, with a description of such equipment or supplies, to the Controller. Upon receipt of such notice,

the Controller shall canvas other County departments to determine whether they need the items or supplies.

(b) If such items or supplies are not needed by any County department, they may be made available to municipalities within the County at a price to be established by the Controller. If no municipality has use for such items or supplies, they may be sold by the Controller on the open market at the price to be established by the Controller or by competitive bidding, whichever method is deemed most advantageous to the County.

(c) The proceeds from the sale of any equipment or supplies hereunder shall be paid to the Dane County Treasurer and shall be recorded by the County Controller in an account established for such purpose.

(2) Surplus property may be retained in a used property pool controlled and administered by the Controller, such property to be utilized as needed by County departments in accordance with regulations established by the department of administration or disposed of in accordance with this section.

(3) Notwithstanding any other language to the contrary in this ordinance, no property with a current book value to the County of more than $200,000 shall be considered surplus until declared as such by the County Board.

[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

[25.18-25.49 reserved.]

SUBCHAPTER II
SPECIFIC CONTRACT REGULATIONS

25.50 HUMAN SERVICES CONTRACTS.

(1)(a) Unless otherwise specified, this section shall apply to purchase of care and service contracts subject to regulation under Wis. Stat. ss. 46.036 and 49.34, and referred to herein as “contract” or “contracts.” All other contracts for the department of human services are subject to the provisions of this chapter.

(b) Contracts that are not major contracts may be executed by the director of the department of human services without approval by the county board or county executive.

(c) Contracts that are major contracts and agreements where the total cost is determined by utilization such that a maximum cost cannot be initially determined may be executed by the director of the department of human services if the contract or agreement has been approved as part of the county budget process. A contract or agreement may be approved under this subsection if the following information is included in the annual county budget:

1. Provider’s name

2. Total amount of the contract, if applicable

3. Division name

4. Budget program name(s) and respective amount(s)

(2) When necessary to prevent a disruption of service that will result in an immediate threat to the health, safety or welfare of benefit recipients, the director of human services may choose to divide a proposed contract into two where the term of one contract shall not exceed ninety (90) days and may be executed by the director of human

services. Notice must be provided to the county board within seven (7) days of execution. Any initial contract executed under this subsection may be extended beyond the ninety (90) day term provided that its approval is in accordance with section 25.11. The remaining contract shall also be subject to the approval process under section 25.11.

(3)(a) Notwithstanding anything to the contrary in this chapter, amendments and addenda to contracts may be executed by the director of human services if any of the following apply;

1. the contract is not a major contract and does not result in an aggregate cost exceeding $100,000.

2. the contract is a major contract and the cost of the amended or addendum is not greater than 10% of the contract.

(3)(b) Contract amendments or addenda may be approved by the health and human committee and the personnel and finance committee and executed by the director of human services if the contract is a major contract and the cost of the amendment or addendum is greater than 10% of the contract.

(3)(c) Amendments and addenda to contracts that were not major contracts but result in an aggregate cost exceeding $100,000 may be approved by the health and human needs committee and the personnel and finance committee and executed by the director of human services. The county board shall be notified within fourteen (14) days of the amendment or addendum execution. Notice must include the provider's name, the original and revised contract amounts, and a brief description of the amendment or addendum.

(4) The human services department is authorized to develop purchasing procedures, not inconsistent with this chapter, to procure goods and services related to client services.

[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17; (1)(a) and (1)(b) am., 2019 OA-34, pub. 02/28/20; 25.50 am., Sub. 1 to 2025 OA-003 as am., pub. 07/05/25; *[NON-CODE PROVISION: The amendment made herein shall first take effect on September 1, 2025 or the day after publication, whichever is later.]*

25.51 HIGHWAY CONTRACTS.

(1) The highway commissioner is authorized to make purchases directly related to highway construction in accordance with sec. 83.015(2)(b), Wis. Stats. The highway commissioner may, in his or her discretion, utilize the services of the purchasing division for any other or all supplies or equipment which are directly related to highway construction. Purchases not directly related to highway construction shall be conducted through the purchasing division in accordance with this ordinance.

(2) Pursuant to the provisions of sec. 83.035, Wis. Stats., the Dane County Highway Commissioner, with the approval of the Dane County Highway Committee, is hereby authorized to execute contracts, in triplicate, with a copy to be filed with the County Clerk, and with cities, villages and towns of Dane County for the purpose of enabling the County to construct and maintain streets and highways in such municipalities. Maintenance shall include the furnishing of any road supplies and equipment to such municipalities.

(3) The Dane County Highway Department shall undertake no construction or maintenance for such municipalities in excess of the County aid authorized by the County Board.
(4)(a) All contracts executed with any municipality for such road work shall provide that payment in full must be made to Dane County within 120 days of the completion of such road work.
(b) If a municipality fails to make payment in full within the above-prescribed 120 days, the Dane County Highway Department shall do no further work of any type nor furnish any road supplies or equipment for or to such municipalities.
(c) If a municipality fails to make payment in full within the above-prescribed 120 days, any unpaid balance outstanding shall bear interest at the rate of five percent (5%) per annum until paid.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.52 PUBLIC WORKS CONTRACTS. The public works director and the director of waste and renewables are authorized to make purchases directly related to public works construction in accordance with chapter 40 and s. 59.52(29), Wis. Stats. The director of public works or the director of waste and renewables may, at his or her discretion, utilize the services of the purchasing division for any other or all goods and services related to public works construction which are required by the public works department or waste and renewables department. Purchases not directly related to public works construction shall be made through the Controller in accordance with this ordinance.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17; am., Sub. 1 to 2018 OA-25, pub. 12/6/18.]

25.53 JAIL INMATE PERSONAL SERVICES.
(1) Dane County shall not provide services or enter into any contract for telephone, video conferencing, laundry or commissary services for jail inmates that is intended to generate revenues in excess of the costs of providing these services to jail inmates.
(2) The procurement of telephone, video conferencing, laundry or commissary services for jail inmates shall be subject to competitive bidding under this section and designed to achieve the lowest possible cost for inmates consistent with public safety.
(3) The provisions of this subsection shall not apply to any fee charged by the County that is associated with security of the jail or electronic monitoring for release programs.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17; (1) and (2) am., 2017 OA-21, pub. 9/19/17.]

25.54 MUNICIPAL GRANTS. When considering a grant application by a municipality, the financial capacity of the municipality to fund the project shall be considered.
(1) For capital grants, the following criteria shall be considered:
(a) The outstanding debt per capita of the municipality; and
(b) The municipality's tax rate compared to the average tax rate of other municipalities of the same class.

(2) For operating grants, the amount of any remaining capacity under local levy limits shall be considered.
(3) Grants for development planning and related projects will not be made for projects inside a municipality's tax increment districts.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

25.541 SOFTWARE SUBSCRIPTION AGREEMENTS.

(1) Notwithstanding s 25.55, the procurement of software subscriptions and the execution of software subscription agreements are subject to the provisions of this section.
(2) The divisions of information management and purchasing shall approve all requests for software subscriptions prior to any act of procurement.
(3) Software subscriptions shall be acquired through a competitive procurement process.
(a) Software subscriptions that have an annual fee not exceeding $100,000, shall be acquired though a competitive solicitation process. The requesting department shall evaluate at least three (3) potential vendors who offer a similar software subscription. If there are not three potential vendors who offer similar software subscriptions, the department will evaluate all potential vendors who offer similar subscriptions.
(b) Software subscriptions that have an annual free that exceed $100,000 shall be acquired in accordance with the competitive bidding process set forth in s. 25.08.
(4) Upon completion of the applicable procurement process, the department seeking to enter into a software subscription agreement will submit a resolution to the county board for approval. Such resolution shall state the purpose of the software subscription and the amount of the annual subscription fee.
(5) Upon approval by the county board, the purchasing division is authorized top execute software subscription agreements. Once approved by the county board, software subscription agreements may be extended or amended with the approval of the divisions of information management and purchasing unless designated for review by the county board chair or finance committee chair.
(6) The purchasing division shall publish an annual comprehensive list of all software subscription agreements by January 1 of each year. The list shall include the name of the vendor, its annual cost, the department that manages the agreement, and a brief description of its purpose.
[**History:** cr., Sub. 1 to 2026 OA-013, pub. 09/18/2026.]

25.55 APPROVAL OF CONTRACTS UNDER SUBCHAPTER II. Except as otherwise provided in this chapter, contracts entered into under the authority of this subchapter shall follow the standard contract approval and routing process as established by Dane County policies and procedures. Contracts shall in all ways conform to the requirements of applicable state statutes.
[**History:** cr., Sub. 1 to 2017 OA-004, pub. 06/28/17.]

[**History**: Chapter 25 entirely re-written, O.A. 14, 1999-2000, pub. 10/22/99; Chapter 25 entirely re-written, Sub. 1 to 2017 OA-004, pub. 06/28/17.]

[25.56-25.99 reserved.]

END OF CHAPTER