



# Administrative Manual of Operating Procedures

Procedure #: <b>15.01</b>	Procedure Title: <b>Procurement and Contracting Administration Process</b>			Revision #: <b>3.0</b>
Original Issue Date: <b>10/17/2024</b>	Revised Issue Date: <b>4/30/2026</b>	Next Review Date: <b>4/30/2028</b>	Responsible Department: <b>DAS Procurement</b>	
Statutory References: <b>Wis. Stats. §§ <a href="#">59.17(2)(b)3</a>, <a href="#">59.42</a>, <a href="#">59.255</a>, <a href="#">59.52(29)</a>, <a href="#">59.52(31)</a>, <a href="#">66.0301</a>, <a href="#">66.0901</a></b>			Ordinance References: <b>MCGO §§ <a href="#">32.25</a>, <a href="#">56.30</a>, <a href="#">34.09</a>, <a href="#">34.095</a>, <a href="#">34.08</a>, <a href="#">32.225</a>, <a href="#">42</a>, <a href="#">43</a>, <a href="#">44</a></b>	
Appendices: <a href="#">Appendix A: County Board Approval Requirements</a> <a href="#">Appendix B: Contracting Process Flowchart</a> <a href="#">Appendix C: Contract Templates by Contract Type</a> <a href="#">Appendix D: Signatures Required on Contracts Matrix</a> <a href="#">Appendix E: Procurement Forms Library</a> <a href="#">Appendix F: Encumbered Service Contract Manual</a> <a href="#">Appendix G: Contract Financial Form Instructions</a> <a href="#">Appendix H: Standard Certificate of Insurance Instructions</a> <a href="#">Appendix I: Bonfire Contract Management Module Overview</a> <a href="#">Appendix J: Unified Contract Storage Space Instructions</a> <a href="#">Appendix K: Records Management AMOP 11.10</a> <a href="#">Appendix L: Participatory Contracting AMOP 15.05</a> <a href="#">Appendix M: Uniform Guidance 2 CFR Part 200</a>			Forms: <ol style="list-style-type: none"> <li><a href="#">Exception to Purchasing and Bidding Form</a></li> <li><a href="#">Contract Financial Form</a></li> <li><a href="#">DBE Participation Form (DBE-12)</a></li> <li><a href="#">TBE Participation Form (TBE-12)</a></li> </ol>	

## 1. POLICY:

It is the policy of Milwaukee County that staff involved in procurement and contracting review this AMOP and its attachments before starting the procurement process. Milwaukee County’s departments, divisions, institutions, and their administrators are responsible for their department’s contracts and accountable for ensuring that appropriate procedures are followed when soliciting, creating, executing, and managing contracts. Departments are also responsible for the timely renewal, extension, and termination of contracts, as well as for monitoring contract performance throughout the life of each contract.

Milwaukee County also requires procurements and contracts to comply with Milwaukee County ordinances, state statutes, federal law, and federal rulemaking, recognizing that, in the event of conflict, state or federal law, including any amendments, shall preempt local requirements.

To ensure departments are successful, Milwaukee County provides mandatory annual training through the Learning Management System (LMS) for all representatives involved in the creation, execution, and management of contracts, as well as contract compliance on behalf of Milwaukee County.

This AMOP outlines many requirements, along with the attachments and associated web-based libraries, that must be followed to ensure successful and compliant contracting. Any time a member of a department is unsure of anything related to procurement or contracting, it is recommended that the employee consult with the most appropriate of the following departments: Department of Administrative Services’ Procurement (“DAS Procurement”), the Office of the Comptroller (“Comptroller”), Risk Management, the Office of Economic Inclusion (OEI), and the Office of Corporation Counsel (OCC), and other departments, as appropriate. Remember, it is never too late to seek help.

## 2. OBJECTIVE:

This procedure establishes roles and responsibilities for each step in Milwaukee County's procurement lifecycle, ensuring compliance with applicable laws, regulations, and internal policies. The objective is to support efficient, effective, ethical, and compliant procurement.

This AMOP and its attachments (appendices, forms, and links) guide Milwaukee County procurement activities, from the very start of needing to buy, through the solicitation and award process, the drafting and signature process, to what is required post-contract execution, including document storage and compliance monitoring.

When using this procedure, it is important to review the key terms, in concert with the roles under the responsibility chart, the summary procedure, and the attached and linked detailed processes.

## 3. EXEMPTIONS AND NON-EXEMPTION OF UNIFORM GUIDANCE:

### A. Exemptions:

- i. This procedure does not apply to Construction or Architectural and Engineering goods or services under the authority of DAS-AEES and MCDOT Public Works, per Wis. Stats. §§ 59.52(29), 66.0901, and MCGO §§ 43, 44, as amended.
- ii. This procedure does not apply to the purchase of "Care and Human Services" purchased by Milwaukee County Department of Health and Human Services (DHHS) and Mental Health Board under Wis. Stat. §§ [46.036 \(1\)](#), s. [46.215](#), [46.22](#), [46.23](#), [51.41](#), [51.42](#), or [51.437](#), as amended, or where otherwise provided by law but not specifically enumerated here, see also MCGO §46.09, as amended. Detailed information on DHHS and BHS contracting procedures can be accessed by contacting DHHS leadership at [dennis.buesing@milwaukeecountywi.gov](mailto:dennis.buesing@milwaukeecountywi.gov)
- iii. This procedure does not apply to any contracts by the Pension Board of the Employees' Retirement System of the County of Milwaukee ("Pension Board") on behalf of the Employees' Retirement System of the County of Milwaukee ("ERS"), or the OBRA 1990 Retirement System ("OBRA"), except as required by MCGO §201.24 (8.22) as amended, and any other applicable law, as determined by OCC.
- iv. This procedure should be modified appropriately if federal funding terms require any deviation from existing policy or an alternate process, as determined in consultation with OCC.

### B. Non-Exemption, Uniform Guidance Applicability:

- i. Federally funded and potentially federally funded projects. Federally funded and potentially federally funded projects *are not* exempt from the Uniform Guidance 2 CFR Part 200, included herein as [Appendix M: Uniform Guidance 2 CFR Part 200](#). Notwithstanding any information herein or attached to the contrary, if any portion of a contract is federally funded, granted, or sub-granted, *or potentially could become federally funded in the future* through new granting or other appropriations, then contracts must comply with the Uniform Guidance, 2 CFR Part 200, even if the contracting is otherwise exempt from doing so. This requirement includes contracts identified in exemptions 3i, 3ii, or 3iii of this section. Ensuring all procurements and contracting comply with the Uniform Guidance, 2 CFR Part 200, is the best way to establish standardized internal controls, reduce risks, and ensure consistent practices. Questions under this section must be referred to OCC prior to starting the solicitation process.
- ii. Uniform Guidance Review Requirements. The DAS Procurement Director, or the Director's designee, shall review and, if necessary, revise County procurement policies and procedures for contracts with a federal funding component or award to ensure compliance with the Uniform Guidance, 2 CFR Part 200, when applicable. If advice on applicability is required, contact OCC. The regulatory compliance review shall occur either annually, each

January, or within 60 days of notification of significant changes to the Uniform Guidance. If changes necessitate immediate policy adjustments, the DAS Procurement Director may enact temporary procedures pending formal policy updates and engage County stakeholders, including OCC, in review of 2 CFR Part 200 and revision of the AMOP.

#### 4. DEFINITIONS:

##### A. Amendment, Extension/Exercise Option to Extend, Renewal, and Prohibition.

- i. Amendment. An amendment is a formal revision or addition to a contract. Amendments are signed by all parties to the contract according to [Appendix D: Signatures Required on Contracts Matrix](#). Amendments change the specific terms and conditions of a contract, such as the contract scope, performance metrics, payment schedule, or other terms. Amendments follow the same approval process as the original contract, including County board approval, if required. An expired contract cannot be amended.
- ii. Extension/Exercise Option to Extend. An extension is a written agreement, executed by the appropriate parties indicated in [Appendix D: Signatures Required on Contracts Matrix](#), exercising the original contract's listed option periods. Unless otherwise required, extensions shall be executed through the electronic signature system. Importantly, no additional time periods shall be added to a contract beyond the original option period(s) without compliance with provision *iv* of this section.
- iii. Renewal. Renewal should be considered the same as an option, in that a renewal is a period of time that is agreed to within the original contract to extend the contract's effective dates.
- iv. Prohibition, written authorization required. Departments should not seek to extend a contract expiration date after the dates provided for in the original contract, unless the DAS Procurement Director, in consultation with OCC, authorizes this in writing, and the new agreement and extended agreement(s) follow the original contract approval process, including any board approval(s).

##### B. Appropriation, Lapse of Appropriation, and Lapse of Capital Expenditure Appropriation.

- i. Appropriation. The authorization of an entity to expend public funds for a specific purpose, good, or service.
- ii. Lapse of Appropriation. Most appropriations that have not been expended or encumbered lapse at the end of the fiscal year. The only exception is capital expenditure or major repair, where an appropriation continues until the purpose for which the appropriation was made is accomplished or the purpose/project is abandoned.
- iii. Lapse of Appropriation for Capital Expenditures. If a capital expenditure or major repair appropriation is approved, and no expenditure or any encumbrance is made after three years, then the capital expenditure or major repair shall be deemed abandoned. See Wis Stat. § 59.60(11), MCGO §32.91.

##### C. Approval Processes. All contracts must follow [Appendix A: County Board Approval Requirements](#), the required Financial Verification Process, and [Appendix D: Signatures Required on Contracts](#) process.

##### D. Bid. A competitive solicitation process in which an award is cost-based. The winner of a bid will always be the lowest-cost bidder that is both responsive and responsible.

##### E. Change Order. A change order is an Amendment; see section 4 A(i) of this AMOP, above.

##### F. Commission. A service fee, user fee, or charge, either as a percentage, as a specific dollar amount, or by a fee schedule, retained by a vendor or contractor in exchange for processing, handling, or facilitating a transaction.

##### G. Competitive Solicitation. Any process of inviting and obtaining quotes, bids, proposals, or qualifications from competing suppliers in which an award is made based on a set of defined criteria provided to all suppliers in the solicitation documents. An award may be made to responsive and responsible bidders on price alone, qualifications alone, or best value (price,

qualifications, and/or qualitative factors) based on the solicitation type.

- H. Company or Contractor (sometimes referred to as “Vendor” or “Supplier”). Generally, an entity that undertakes a contract to provide materials or labor to either perform a service or do a job. The terms contractor, vendor, and supplier are often used interchangeably to describe a business either working with Milwaukee County or intending to do so. There are distinctions between contractor, vendor, and supplier throughout the contracting lifecycle.
  - i. Contractor can mean an entity undertaking or performing work under a contract, or a construction-focused firm.
  - ii. Vendors are entities within Infor that have an executed contract and have been set up to receive payments from Milwaukee County within Infor.
  - iii. Suppliers are potential vendors or potential contractors that may or may not have a contract executed for payments from Milwaukee County.
- I. Conflict of Interest. Conflicts of interest shall include any outside employment or consulting work related to a potential respondent or subcontractor for any solicitation. When an employee has a conflict of interest in a procurement process or there is any potential for perceived conflict of interest, the employee should not participate in the procurement process in any way. If an employee or department has any questions related to conflicts of interest, the employee or department shall contact OCC and/or the Ethics Board.
- J. Contract. A contract is a binding agreement that specifies legally enforceable rights and obligations between two or more mutually agreeing parties. A contract typically involves the transfer of goods, services, money, or a promise to transfer any of those at a future date. Lease transactions executed by or on behalf of Milwaukee County are contracts. The types of contracts, in combination with the procurement thresholds, and whether the contract relates to land zoned as parks, dictate the solicitation type, contracting, and approval process. Contract types frequently used in Infor:

Infor Contract Type	Department Associated with Contract Type**	Description
Easement	DAS, Parks, MCDOT	PLEASE SEE DEFINITIONS OF TERMS UNDER SECTION 4 OF THIS AMOP
Facilities Improvement & Public Works	DAS & MCDOT	
Fee for Service	Varies, often DHHS	
Grant	Varies	
Intergovernmental	Varies	
Lease	DAS, Parks, GMIA	
Memorandum of Understanding (MOU)	Discontinued***	
Professional Service Contract	Varies, DAS AEES	
General Service (Non-professional)	Varies	
Property Purchase	DAS Economic Development	
Purchase of Service	Varies, often DHHS	
Revenue	Varies	
Technology	IMSD	
Time Limited Out of Network	DHHS	

\* Infor contract names do not represent an exhaustive list of contract types. Please contact DAS Procurement for additional information.

\*\* Departments other than those listed entertain contracts of each type from time to time.

\*\*\* An MOU should not be used without OCC written authorization, effective May 1, 2026. Please review the definition of MOU and restriction on use of MOUs under section 4 U(i) and 4 U(ii), respectively.

- K. Contractor/Vendor/Supplier. A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.
- L. Contract Value. The amount of money to be exchanged for a good or service. Contract value estimates are important for determining the type of procurement process needed to acquire a

- good or service.
- i. Expense Contract. The contract value for expense contracts, which are contracts where the County pays for a good or service, is the amount of money, inclusive of all anticipated fees, costs, and other payments, that the County is obligated to expend with the contract vendor(s).
  - ii. Multi-year contracts, value. If a contract is multi-year, the total County expenditure over the life of the contract shall be considered the contract value.
  - iii. Revenue Contracts and Concession Agreements. The contract value for a contract where the county is paid by the vendor, such as a revenue or concessions agreement, is the amount of money, inclusive of all anticipated fees, costs, and other payments, that the County is entitled to receive from another party.
- M. Contract Financial Form. An internal Milwaukee County document associated with scope and accounting information required primarily for contracts that are processed via purchase order or other non-encumbered contract methods. Departments can use this form for any contract type at their discretion. Instructions for this form are listed in [Appendix G: Contract Financial Form Instructions](#).
- N. Cooperative Purchases. Purchases made through existing competitive solicitations that were performed by other units of government or association memberships. Cooperative purchases, sometimes referred to as cooperative contracts or cooperatives, can leverage another unit of government's competitive procurement process to enable Milwaukee County to purchase at the same negotiated cost, potentially saving staff time and expense. Contact DAS Procurement for more details.
- O. Department, also referred to as Requesting Department. A department, division, institution, or office within the Milwaukee County enterprise, including all elected offices. Often referred to as the "Requesting Department" in solicitation and contracting procedures.
- P. Department Designee or Requesting Department Designee. The representative within the requesting department will serve as the point of contact and lead for procurement and contracts. The designee shall serve as the primary contact for all County administrative departments that need to discuss this contract. Department Designee contact information shall be updated in Infor when a new person is responsible for a contract.
- Q. Disadvantaged Business Enterprise (DBE), Targeted Business Enterprise (TBE).
- i. Responsibility under OEI. The Office of Economic Inclusion (OEI) is responsible for assigning goals and monitoring the performance of Milwaukee County's participatory contracting programming. Currently, Milwaukee County uses B2GNow to monitor participatory contracting and prime contractor payments.
  - ii. Disadvantaged Business Enterprise (DBE). A for-profit small business concern which is at least fifty-one (51) percent owned by one (1) or more individuals who are both socially and economically disadvantaged or, in the case of a corporation in which fifty-one (51) percent of the stock is owned by one or more such individuals; and whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, who have certified as socially and economically disadvantaged through the Wisconsin Unified Certification Program (WIUCP). Milwaukee County shall use the definition of DBE, now in effect or to take effect in the future, as defined by the United States Department of Transportation and associated certification requirements. DBE is a type of participatory contracting used only for federally funded contracts.
  - iii. Targeted Business Enterprise (TBE). Broadly, TBE is a participatory contracting program for locally funded contracts only. A firm is eligible to be counted toward TBE participation goals only if the entity is a small for-profit business consisting of a certified firm with a certification recognized by Milwaukee County for TBE participation, that complies with all

certification program requirements and all OEI program requirements, and that continues to meet all requirements for the duration of a contract. Milwaukee County shall use the definition of TBE, now in effect or to take effect in the future, as defined by OEI (MCGO § 42, as amended).

- R. Electronic Signature System. An electronic signature and digital transaction management service used to collect signatures on most County contracts unless physical (wet) signatures are otherwise required by law for a specific contract type. Currently, the County uses DocuSign for this purpose.
- S. Financial Verification Process. The confirmation that appropriate, unencumbered funds are available for a purchase or contract. Sometimes referred to as the “fund verification process.”
- T. Goods. Both tangible and intangible items that involve the transfer of ownership to another party. Some goods, like technology, may include an ongoing service component with the purchase, such as software upgrades or technical support. Some technology-related purchases may be classified under services contracting requirements, depending on specific criteria. DAS Procurement and OCC can assist in identifying the appropriate contract type and solicitation process based on the requesting department’s needs.
- U. Infor. The County’s cloud-based financial and supply chain software. Infor is serving as the Unified Contract Storage Space for entering contract details and uploading all County contracts and supporting documents. Only DAS Procurement can enter vendors into Infor.
- V. Memorandum of Understanding (MOU).
  - i. Memorandum of Understanding (MOU) definition. An MOU is a writing or document generally used to describe the preliminary understanding, roles, and responsibilities of two or more parties intending to enter a contractual relationship. When used correctly, MOUs are non-binding, such that no party to the MOU may use the document to enforce compliance with any statement(s) it may contain.
  - ii. MOUs, restriction on use. While MOUs can sometimes be useful, they are never appropriate substitutes for standard contracts in which Milwaukee County and any other party agree to exchange money, goods, or services. Whenever Milwaukee County, as represented by its departments, agencies, officials, and employees, and any other party, intends to exchange money, goods, or services, the Requesting Department(s) must execute a standard contract and include all required Milwaukee County signatures. See [Appendix D: Signatures Required on Contracts](#). Requesting Department staff should obtain written permission from OCC before using an MOU.
- W. Procurement Agent (Third Party Procurement Process). From time to time, it may be financially advantageous for Milwaukee County to use an external individual or firm to perform all or part of a competitive solicitation process. A Procurement Agent must be operating under a written contract with Milwaukee County. Procurement Agents shall act solely in an advisory and administrative capacity and shall not exercise discretionary authority reserved for Milwaukee County officials or staff. Procurement Agents must work directly with DAS-Procurement and shall be subject to conflict-of-interest, confidentiality, and ethics requirements.
- X. Procurement Thresholds. Monetary limits are established to dictate the required procurement process, including the required solicitation and approval process, which is based on the type of good(s) or service(s) needed, and the estimated total value of a purchase or contract over the life of the agreement. The DAS Procurement Director is responsible for maintaining and updating the thresholds, unless they are superseded by law. ***Please see the Procurement Threshold chart on the following page.***

Need Type	Threshold	Solicitation Process Required
<b>Goods and General Services (“non-professional” services)</b>	Under \$10,000	Procuring department discretion
	\$10,000 to \$24,999	Three (3) quotes must be solicited
	\$25,000 to \$49,999	Sealed bids required
	\$50,000 +	RFP or sealed bid required
<b>Professional Services</b>	\$0.00 to \$49,999	Procuring department discretion
	\$50,000 +	RFP Required
<b>DHHS, BHS, and Public Works:</b> Shall follow their own thresholds for competitive contracting.		

Y. Professional Services and General (“non-professional”) Services.

- i. Professional Services. Any service(s) provided by a person or firm that requires specialized knowledge, advanced training, professional judgment, and the application of intellectual or technical expertise. Professional services proposals must be judged based on the quality of the provider(s) qualifications and demonstrated competencies, rather than price alone. The services provided must be materially enhanced by the specific expertise, abilities, qualifications, and experience of the service provider. Professional services typically include architectural design, engineering, legal, financial, medical, technical advisory, and planning/management consulting. If County administrators are uncertain whether a contract should follow professional service contracting provisions, the department administrator shall request final clarification from OCC before beginning any part of the solicitation process. See MCGO § 56.30.
- ii. General Services, or “Nonprofessional Services”. A service that is open to competitiveness and can be based just on cost alone. Examples: janitorial work, equipment rental, catering, security, water delivery, firefighting, and price agreements.

Z. Park-related and Non-Park-Related. Procurements and contracts follow different approval processes depending on whether the desired solicitation relates to land zoned as parkland. See Wis. Stat. §§ 59.17(2)(b)3. and 59.52(6).

AA. Request for Exception to Purchasing and Bidding Form. Any department requesting an exception to a competitive procurement process must complete a Request for Exception to Purchasing and Bidding Form and attach supporting documentation. DAS Procurement will evaluate the request once it is tendered. Questions on this process should be directed to DAS Procurement. If a department seeks to exempt itself from any part of the exception process or to perform any extraordinary procurement process, written authorization from the DAS Executive Director is required.

BB. Request for Proposals (RFP). A competitive solicitation that announces, describes, and solicits proposals from interested vendors. In contrast to a bid, this award is made to the proposal that provides the best value but not necessarily the lowest cost.

CC. Revenue Contracts and Concessions Agreements.

- i. Revenue Contracts are a written agreement under which the County authorizes a private party to use County-controlled land or facilities for conducting its business through sales or services and receives revenue from the vendor. Revenue contracts may include income to the County based on a percentage of gross revenues, fixed fees, or other monetary consideration.
- ii. Concessions Agreements are a type of revenue contract, where the County grants a

private party the right to operate or provide goods or services directly to the public on County-controlled public property, for a specified period, in exchange for compensation paid by the private party to the County. Income to the County is derived in whole or in part from revenue generated by the private party from third-party customers. Concession agreements may include detailed performance and service expectations, as well as private-party-funded improvements to County facilities.

- iii. Exclusions. Notwithstanding the foregoing:
  - a. Lease agreements, easements, and intergovernmental agreements shall not be classified as Revenue Contracts or Concession Agreements.
  - b. Any agreement that obligates County capital expenditure beyond routine maintenance or repair, guarantees payments by the County to a vendor, or requires the County to purchase goods or services, shall not be classified as a revenue contract or concession agreement and shall be subject to applicable procurement, public works, or other statutory requirements.
  - c. The Office of Corporation Counsel shall determine, prior to contract solicitation or execution, whether an agreement is a revenue contract, a concession agreement, or neither.
- DD. Services. The furnishing of labor, time, or effort by a contractor/consultant, not involving the delivery of a specific end product other than usual reports and/or drawings, which are incidental to the required performance.
- EE. Service Contract. A written agreement for a contractor to provide labor, time, effort, or expertise to perform identifiable tasks, functions, or activities for Milwaukee County, where the primary purpose is the performance of the work, rather than the delivery of tangible goods or capital improvements. Service contracts are procured differently, depending on whether the service is considered a “professional service” or a “general service.”
- FF. Shared Service Contract. Intergovernmental contract as defined in Wis. Stat. §66.0301.
- GG. Scope of Work and Statement of Work (SOW). An attachment to a contract that provides a description of the contract's project requirements.
  - i. Scope of Work (“Scope”). The overall description of the work, services, supplies, or construction to be provided. The Scope is an overall description of the work, including the boundaries and extent of work that is to be performed, whether the work is providing services, supplies, or construction, and the general requirements approved for doing so. The Scope provides what is to be included and excluded, but does not, by itself, constitute detailed contractual requirements.
  - ii. Statement of Work (“SOW”). A formal attachment to a contract that operationalizes the scope into enforceable contract language, including specific tasks, technical requirements, performance standards, deliverables, and applicable restraints. The SOW, which represents a binding agreement included in the contract, must be clear, measurable, and enforceable, and must be consistent with the Scope of Work.
- HH. Technology-related Contracts. Agreements involving the purchase, licensing, development, support, or use of information technology systems, software, hardware, telecommunications, cybersecurity tools, or related services, including any contract requiring Department of Administrative Services – Information Management Services Division (DAS-IMSD) participation due to technical or security implications. Some technology-related contracts are managed by DAS-IMSD on behalf of other departments. In those cases, DAS-IMSD is considered the “department” responsible for compliance with this procedure. The department DAS-IMSD is supporting is accountable for ensuring that DAS-IMSD has the appropriate information and specific direction to comply with this procedure.
- II. Unauthorized Commitment. An agreement or obligation that is not valid because it was made by an individual lacking the authority to enter into contracts on behalf of Milwaukee County. No employee is singularly authorized to sign contracts, and a contract is not valid unless it is signed by

the Milwaukee County Comptroller, the Milwaukee County Executive, and the Milwaukee County Corporation Counsel or their respective designees. If it is suspected that an unauthorized commitment may exist, please notify OCC immediately before addressing the matter with the contractor. Departments are also able to contact the Audit Services Division of the Office of the Comptroller immediately upon becoming aware of, or upon suspicion of, an unauthorized commitment or commitment with suspicious or deficient authorization.

- JJ. Unified Contract Storage Space. The location where all executed contracts with a contract record in Infor are uploaded and stored, starting on May 1, 2026. Any contracts that are created, renewed, or amended after May 1, 2026 should be uploaded as PDFs to the Unified Contract Storage Space (Infor) upon renewal or amendment, according to the Unified Contract Storage Space instructions. [Appendix J: Unified Contract Storage Space Instructions](#) provides instructions for uploading executed contracts to Infor. **NOTE: All active executed contracts that have an Infor Contract Record, executed prior to May 1, 2026, must be uploaded to the Unified Contract Storage Space before 12/31/2026.**

**5. ROLES AND RESPONSIBILITIES:** This section outlines the general responsibilities of the requesting department and the departments involved in the procurement and contracting process. Each department mentioned below is available to help with questions. When read together with the attachments to this AMOP, the information below provides insight into the process and procedure required to successfully procure goods and services and enter a contract on behalf of Milwaukee County.

- A. **Requesting Department contracting responsibilities:** Milwaukee County departments are generally responsible for their own contracts, with certain exceptions. General responsibilities of the requesting department are below:

<b>Requesting Department Roles and Responsibilities</b>
<p><b>General:</b></p> <ol style="list-style-type: none"> <li>1. Managing their own contracts and contract compliance (with some exceptions, mainly on County-wide or shared contracts).</li> <li>2. Collaborating with departments that will use the contractual services or be asked to sign off on the contract in whole or in part.</li> <li>3. Asking for help when needed.</li> <li>4. Remaining current with all procurement and contracting training.</li> </ol> <p><b>Pre-solicitation:</b></p> <ul style="list-style-type: none"> <li>• Contacting DAS Procurement to ensure the correct procedures are used – starting with the idea of need.</li> <li>• Determining whether any existing price agreement or cooperative contract would provide what the Requesting Department needs.</li> <li>• Ideally, notifying procurement 6 months before a need to RFP.</li> <li>• Contacting OEI prior to solicitation for goal setting for participatory contracting (DBE or TBE).</li> <li>• Contacting Risk Management prior to solicitation for insurance requirements.</li> <li>• Ensuring supervisor approval of potential solicitations and that funds are available prior to starting the solicitation and/or contracting process.</li> <li>• Informing DAS Procurement who the department designee is for the contract, and updating the contact information if the designee is changed.</li> </ul>

## Requesting Department Roles and Responsibilities

### Solicitation:

- Ensuring the appropriate type of procurement is undertaken, using the procurement thresholds.
- Ensuring inclusion of all appropriate forms and following all guidance from OEI.
- Inviting OEI to any information sessions for solicitations with participation goals assigned by OEI.
- Documenting responses and evaluations to RFPs and ensuring a fair process is followed.
- Requesting an Exception to Bid according to proper procedures only when needed.

### Contracting:

- Drafting the contract.
- Ensuring the right contract template forms are used.
- Including all applicable standard clause language.
- Ensuring OCC reviews the contract prior to routing.
- Working with the vendor on redlines and terms of the contract.
- Including statements of work in the contract that are agreed to by all parties.
- Including any DBE and TBE forms and commitments with the contract documents.
- Attaching any specific terms and performance metrics within the contract.
- Owning their department's use of the [Contract Financial Form](#) and completion of the form for non-encumbered service contracts.

### Contract Execution:

- Ensuring the appropriate party within the Requesting Department signs the contract and has a signature card on file.
- Routing contract through DocuSign with all signatures required by [Appendix D: Signatures Required on Contract Matrix](#).
- Ensuring the third party (contractor or vendor) returns a fully executed and unaltered contract.

### Contractor Performance and Compliance Monitoring:

- Tracking renewal and expiration dates.
- Requesting DAS Procurement and/or OCC assistance with the amendment or renewal of a contract that does not need to go to the board – 30-day notice preference.
- Ensuring the Requesting Department contract signer verifies the updated Certificate of Insurance (COI).
- Including the current vendor COI with the DocuSign routing to ensure the current COI is uploaded into Infor.
- Following any board schedules for any renewal of term or amendment required to be heard at any board.
- Monitoring contract compliance, including performance of all parties associated with the contract.
- Working with OEI to monitor participation of contractors or subcontractors to meet or exceed the established contract participation goal and to ensure prompt payment of all contractors.
- Notifying OCC of default or deficiency.

<b>Requesting Department Roles and Responsibilities</b>
<ul style="list-style-type: none"> <li>• Working with OCC in the event of a contract termination is needed.</li> </ul> <p><b>Contracting document management and retention:</b></p> <ul style="list-style-type: none"> <li>• Ensuring complete data entry for each contract, and management of data systems, such as DocuSign, Infor, B2GNow, and other systems as required</li> <li>• Documenting management and retention:                         <ul style="list-style-type: none"> <li>○ Entering required contract information and uploading contracts and amendments to the Unified Contract Storage Space (currently Infor) using the instructions provided by DAS Procurement.</li> <li>○ Providing revenue contracts and amendments to the Comptroller by email.</li> <li>○ Following the appropriate Milwaukee County record retention schedule per <a href="#">Appendix K: Records Management AMOP 11.10.</a></li> <li>○ Maintaining updated versions of all contract documents (insurance, W9, amendments) and ensuring that both contract data and supporting documents are kept current within the Unified Contract Storage Space found in <a href="#">Appendix J: Unified Contract Storage Space Instructions</a>, in accordance with the document retention schedule AMOP.</li> </ul> </li> </ul>

**B. Milwaukee County departments involved in contracting.** Departments involved in the contracting process include, but are not limited to, the departments listed below. Milwaukee County staff can contact any of the listed departments with questions at any point in the procurement and contracting process to support Milwaukee County’s operations through ethical, efficient, and compliant procurement and contracting.

<b>Department</b>	<b>Roles and Responsibilities</b>
<b>Procurement - DAS</b>	<ul style="list-style-type: none"> <li>• Drafts most procurement processes for Milwaukee County.</li> <li>• Develops procurement strategies based on best practices.</li> <li>• Assists departments with determining solicitation type.</li> <li>• Sources suppliers and negotiates contracts for some divisions.</li> <li>• Maintains cooperative purchasing agreements.</li> <li>• Assists some departments with competitive solicitations.</li> <li>• Assists some departments with contracting.</li> <li>• Manages the process of working with outside Procurement Agents (sourcing vendors).</li> <li>• Answers questions for all departments on procurement issues.</li> <li>• Supports Infor through training and holds open office hours.</li> <li>• Part of the bid appeal process.</li> <li>• Monitors updates to federal rulemaking, see <a href="#">Appendix M: Uniform Guidance 2 CFR Part 200.</a></li> </ul> <p>The best contact information for DAS Procurement is:  <a href="mailto:procurement@milwaukeecountywi.gov">procurement@milwaukeecountywi.gov</a>                      414-223-8100</p>

Department	Roles and Responsibilities
<p><b>Office of Economic Inclusion (OEI) - DAS</b></p>	<ul style="list-style-type: none"> <li>• Owns the participatory contracting policies from strategic direction and goal setting through final payments.</li> <li>• Creates Milwaukee County participatory contracting policy.</li> <li>• Defines DBE or TBE goals for a solicitation when appropriate.</li> <li>• Attends solicitation information sessions with the Requesting Department to explain the participatory contracting program.</li> <li>• Approves DBE or TBE responses from vendors.</li> <li>• Monitors DBE or TBE participation and approves payments to prime contractors and ensures timely payment of subcontractors.</li> <li>• Manages substitution(s) and termination(s) of subcontractors.</li> <li>• Certifies and decertifies firms as part of the Wisconsin Unified Certification Program (WIUCP).</li> <li>• Re-certifies firms according to appropriate policy directives.</li> <li>• Tracks and manages updates to participatory contracting laws and regulations, in collaboration with DAS Procurement and OCC.</li> <li>• Updates the MCGO § 42 in collaboration with OCC.</li> </ul> <p>The best contact information for OEI is:  <a href="mailto:OEIcompliance@milwaukeecountywi.gov">OEIcompliance@milwaukeecountywi.gov</a>                      414-278-4851</p>
<p><b>Risk Management - DAS</b></p>	<ul style="list-style-type: none"> <li>• Owns the certificate of insurance (COI) process.</li> <li>• Provides advice on insurance requirements to requesting departments before solicitations are issued.</li> <li>• Reviews any RFPs that need insurance modifications.</li> <li>• Reviews all contracts requiring signatures for an appropriate COI.</li> <li>• Countersigns all contracts through DocuSign after Risk and COI review.</li> <li>• Provides support on insurance and risk-related issues.</li> <li>• Supports County-wide compliance programming with the Contract Compliance Management team within Risk Management.</li> </ul> <p>The best contact information for Risk Management:  <a href="mailto:riskinsurancerequirements@milwaukeecountywi.gov">riskinsurancerequirements@milwaukeecountywi.gov</a></p>

Department	Roles and Responsibilities
<p><b>Office of the Comptroller</b></p>	<ul style="list-style-type: none"> <li>• Owns Financial Verification Process review for contracts.</li> <li>• Owns Encumbered Service Contract Financial Verification Process.</li> <li>• Created Contract Financial Form for Departments to use for Financial Verification Process and accounting string for all contracts other than encumbered service contracts.</li> <li>• Responsible for auditing on behalf of Milwaukee County.</li> <li>• Final Infor reviewer for all Capital Improvements contracts.</li> <li>• Holds office hours and trainings for contracts.</li> <li>• Administers all shared services contracts.</li> <li>• Owns the audit language and has its audit division review the audit language by contract.</li> <li>• Countersigns all contracts to confirm funding under Wis § 59.255(2)(e).</li> </ul> <p>The best contact information for the Office of the Comptroller:  <a href="mailto:comptroller@milwaukeecountywi.gov">comptroller@milwaukeecountywi.gov</a>                      414-278-3001</p>
<p><b>Office of Corporation Counsel (OCC)</b></p>	<ul style="list-style-type: none"> <li>• Owns final decision over what type of procurement is needed.</li> <li>• Owns final decision over what type of contract to use.</li> <li>• Owns all decisions over whether board approval is required.</li> <li>• Owns legal compliance for Milwaukee County.</li> <li>• Provides review of and drafts contract templates.</li> <li>• Provides guidance to requesting departments and DAS Procurement on all contracting matters.</li> <li>• Signs all contracts when satisfied that the presented contract is compliant with the relevant statutes, rules, and ordinances.</li> <li>• Contracts are not valid if OCC signature is missing.</li> </ul> <p>The best contact information for OCC:  <a href="mailto:corpcounselgeneralinquiries@milwaukeecountywi.gov">corpcounselgeneralinquiries@milwaukeecountywi.gov</a>                      (414) 278-4300</p>

Department	Roles and Responsibilities
<p><b>IMSD</b></p>	<ul style="list-style-type: none"> <li>• Owns approval of technology and data-related purchases.</li> <li>• Owns review of any technology or data-related solicitations prior to being issued.</li> <li>• Administers the Architectural Review Committee (ARC), where procuring departments, including DAS Procurement, will bring technology and data solutions for review.</li> <li>• Creates, reviews, and approves contract language related to data security, cybersecurity, and other information technology (IT) standards.</li> <li>• Drafts, negotiates, and approves Service Level Agreements (SLA) terms related to the delivery of technology-related items and services.</li> <li>• Reviews managed print services and other “non-traditional” technology services.</li> </ul> <p>Contact IMSD about technology and data procurement and contracting needs using the IMSD Service Portal’s “New Idea” form: <a href="https://serviceshub.milwaukeecountywi.gov/">https://serviceshub.milwaukeecountywi.gov/</a></p>

**C. Standard contract clauses:** Requesting department employees and other Milwaukee County employees involved in the contracting process are responsible for ensuring that the appropriate standard contract language is included in the solicitation materials and the contract. Contracts must be checked for standard clauses prior to routing for signatures. The standard contract language clauses are as follows:

Clause Name	Owner of Clause/Contact for Questions	All or Some Contracts
Public Records Clause	OCC	All Contracts
Termination for Convenience	OCC	All Contracts
Budget Clause for Multi-year Budget Contracts	OCC	All Multi-Year Contracts
Choice of Law and Venue	OCC	All Contracts
Termination for Non-Appropriation of Funds	OCC & Comptroller	All Contracts
Payment Not-To-Exceed Amount	Comptroller	All Contracts where Milwaukee County provides payment(s)
Pre-Payment Prohibition without Comptroller Approval	Comptroller	All Contracts
Standard Invoicing Language	Comptroller	All Contracts
Standard Audit Provision	Comptroller	All Contracts
Insurance Requirements	DAS Risk Management	Nearly All Contracts
Environmental Stewardship	DAS FMD	Any Single-Use Plastics

Clause Name	Owner of Clause/Contact for Questions	All or Some Contracts
Contractor Code of Conduct	DAS Procurement	All Contracts
IMSD Requirements	DAS IMSD	Some Contracts – Only if technology or data-related

**D. Requesting department financial review roles and responsibilities:**

All requesting departments are responsible for ensuring that funds are appropriately authorized before executing any contracts. The Financial Verification Process is performed in either of the following ways:

Contract Type:	When Used:	Process Summary:	Instructions:
<b>Encumbered Service Contracts</b>	Both operating and capital projects that are encumbered service contracts	Multi-part sign-off: Department leadership and appropriate County officials approve the draft contract financial obligations in Infor prior to starting to route for execution in DocuSign	<a href="#">Appendix F: Encumbered Service Contract Manual</a> <i>(Pages 111-118)</i>
<b>Contract Financial Form</b> (all contracts other than above)	All other contracts that <i>are not</i> encumbered service contracts	Department completes form to summarize and verify: 1) Authorization by any board, if required 2) Funds availability 3) Accounting string, org numbers, and prepayment prohibition*	<a href="#">Appendix G: Contract Financial Form Instructions</a>
			<a href="#">Form 2: Contract Financial Form</a>
* Pre-payment prohibition and accounting string will be verified by the Comptroller’s office. All other verification is the responsibility of the requesting department's leadership and fiscal staff.			

**6. Procedure Summary: The following information is a high-level summary of the procurement process.**

Please note that a detailed process map is available in [Appendix B: Contracting Process Flowchart](#).

**A. Pre-Procurement Activities:**

- i. Identify a need for a good(s) or service(s).
- ii. Ensure the Requesting Department supervisor has approved the procurement of the good(s) or service(s), and that appropriate funding exists or will exist to complete the contracting need.
- iii. Requesting Department should determine if assistance from DAS Procurement is needed. If a consultation with DAS Procurement is desired, the Requesting Department should email: [procurement@milwaukeecountywi.gov](mailto:procurement@milwaukeecountywi.gov)
- iv. Requesting Department or DAS Procurement must contact OEI for participatory contracting goal analysis [OEIcompliance@milwaukeecountywi.gov](mailto:OEIcompliance@milwaukeecountywi.gov)
- v. The Requesting Department and/or DAS Procurement will estimate the cost of the good(s) or service(s) to support picking the correct solicitation type.

**B. Sourcing & Solicitations:**

- i. Requesting Department works with DAS Procurement (as needed) on the sourcing method, including whether there is a cooperative contract that may be applicable to this need.
- ii. If the Requesting Department believes an exception to bid will be required, please contact DAS Procurement for assistance.
- iii. Both the type of need (Goods and General Services or Professional Services) and the estimated cost of the good or service drive the solicitation type requirements, according to the following thresholds:

Need Type	Threshold	Procurement Process Required
<b>Goods and General (non-professional) Services</b>	Under \$10,000	Procuring department discretion
	\$10,000 to \$24,999	Three (3) quotes must be solicited
	\$25,000 to \$49,999	Sealed bids required
	\$50,000 +	RFP or sealed bid required
<b>Professional Services</b>	\$0.00 to \$49,999	Procuring department discretion
	\$50,000 +	RFP Required
<b>DHHS, BHS, and Public Works:</b> Shall follow their own thresholds for competitive solicitation.		

- iv. Prior to publishing the solicitation, ensure the Statement of Work is specific enough to get the responses needed but not too specific to exclude competition. DAS Procurement can help.
- v. Ensure the appropriate standard contract language, along with the insurance requirements, is included in the solicitation materials so the potential respondents know what is expected.
- vi. Issue solicitation according to the above thresholds under iii of this section, including any information required by OEI for Participatory Contracting.
- vii. Hold solicitation information sessions, if required. Invite OEI to information sessions if participatory contracting goals are assigned.
- viii. Review responses to the solicitation.
- ix. Interview respondents and/or ask for demonstrations, if helpful.
- x. Complete analysis of responses, including OEI review of participatory contracting DBE and/or TBE forms.
- xi. Select the winning respondent or perform a formal evaluation of respondents. Keep all records.
- xii. Issue a selection decision. If help is needed in determining which respondent should be selected, please contact DAS Procurement, OEI, or OCC, as appropriate. It is possible that none of the respondents are appropriate to contract with. DAS Procurement and OCC can help with this determination.

**C. Contract Approval**

- i. Requesting Departments are responsible for ensuring the proper approvals are obtained for each contract, including financial approval and County Board approval, as required.
- ii. Contract approval processes are different for contracts by type of contract, including whether the contract is land zoned as park, not related to parkland, DHHS purchase of care and human services, multi-year budget, and, in some cases, by duration in addition to contract type. This is a complex determination and requires careful attention to detail.
- iii. Thoroughly review [Appendix A: County Board Approval Requirements](#) for the board approval thresholds relevant to the contract. OCC can help determine which threshold applies if needed.

**D. Contracting**

- i. Requesting departments are required to ensure contracts are drafted on the correct Milwaukee County forms. If the Requesting Department feels it must use a third party's forms, contact OCC before agreeing to do so.
- ii. Contracting Form Templates by Contract Type are available under [Appendix E: Procurement and Contracting Forms Library](#).
- iii. It is mandatory to use a new contract template every time a new contract is drafted. The contract templates are updated regularly. Never "write over" an old contract form, even if the vendor and the terms are similar or the same.
- iv. Ensure the Statement of Work and performance metrics, including reporting requirements, timelines, OEI requirements, and participatory contracting forms, are all part of the contract.
- v. It is mandatory to include all required Standard Contract Clauses, based on the specific contract type.
- vi. Many contracts could include other requirements for clauses, such as independent contractor language, non-standard provisions, default language, and the right to cure a default, or not, whether the contract is severable, where and how to serve notices, and public records disclosures. There are many specifics to remember, which is why it is very important to use the standard forms. This is how to ensure that these standard items are included.
- vii. Do not modify any County standard language without explicit approval from the Corporation Counsel, Risk, OEI, the Office of the Comptroller, IMSD, or any other relevant party.
- viii. Before routing for signature, double-check that each of the needed clauses is in the document, and contact any relevant parties with questions. Ensuring accuracy before going any further will save time later.
- ix. It is mandatory to include the number of any board file(s) for approval of the contract at the top of each contract.

**E. Negotiation and Contract Review**

- i. Vendors must have an opportunity to review the contract prior to execution.
- ii. Requesting departments and/or DAS Procurement are welcome to negotiate with vendors to obtain the most optimal terms for the County. If the requesting department needs help or advice to negotiate effectively, please contact DAS Procurement or OCC.
- iii. Requesting departments must review requests to change standard language with the appropriate parties.
- iv. If the Requesting Department has a meeting that involves a contractor's attorney, the Requesting Department must bring a staff attorney from OCC to the meeting. If a meeting unexpectedly has an attorney representing the non-County entity, the Requesting Department, or DAS Procurement, as appropriate, must terminate the meeting and reschedule with OCC present.

**F. Financial Verification and Control Process**

- i. DAS Procurement enters all vendors into Infor as of 4/1/2026.
- ii. Requesting Departments create the contract record in Infor and enter contract data into Infor. Contact DAS Procurement if help with this procedure is needed.
- iii. Encumbered service contracts are approved prior to routing, using Infor. See [Appendix F: Encumbered Service Contracts Manual](#).
- iv. Contracts *other than* encumbered service contracts should complete the Financial Verification Process under [Appendix G: Contract Financial Form Instructions](#) and [Form 2: Contract Financial Form](#).

## G. Contract Execution

- i. Contracts cannot be valid without the signature of the Comptroller, OCC, and the County Executive, or each of their approved designees.
- ii. Contract execution must follow the routing in [Appendix D: Signatures Required on Contract Matrix](#).
- iii. DocuSign shall be used for all contract execution unless a physical (wet) signature is required.
- iv. **Requesting departments must save the DocuSign contract envelope and form according to the standard naming convention:**
  - a. **Format:** [Year] - [Supplier] - [Contract Type] – [Department Name]
  - b. Example: 2027 - Sample Company, Inc. - Professional Services – Risk Management
- v. Requesting Departments shall sign the contract first.
- vi. Please note that County practice is for OCC to review and approve the contract prior to the County Executive signing the contract (OCC has two approvals) in most cases.
- vii. Amendments to contracts must follow the same routing process as the original contract.
  - a. Any changes to the contract must also be reflected in Infor by updating the relevant fields in the contract record (e.g., amount, expiration date, etc.).
- viii. Extensions to contracts where the extension is in the initial agreement must be processed for signature through DocuSign per the requirements of [Appendix D: Signatures Required on Contract Matrix](#).
- ix. Department signers for extensions must check for updated Certificates of Insurance and include with DocuSign routing.

## H. Contract Storage:

- i. Infor is the County's Unified Contract Storage System. All Departments must store their contracts in the Unified Contract Storage System.
- ii. **It is required to save the executed contract according to the standard naming convention, which will allow the contract record to be exported and sorted appropriately:**
  - a. **Format:** [Year] - [Supplier] - [Contract Type] – [Department Name]
  - b. Example: 2027 - Sample Company, Inc. - Professional Services – Risk Management
- iii. Only fully executed contracts are stored in the Unified Contract Storage System, with a copy of the relevant attachments included. See [Appendix J: Unified Contract Storage Space Instructions](#).
  - a. **Exception:** Revenue Contracts are not stored in the Unified Contract Storage System. Revenue Contracts shall be stored via delivery by email with all attachments included to the Office of the Comptroller.  
*Comptroller email for Revenue Contract Delivery: [Comptroller@milwaukeecountywi.gov](mailto:Comptroller@milwaukeecountywi.gov)*
- iv. Additional contract information not required to be stored in Infor, per [Appendix J: Unified Contract Storage Space Instructions](#), shall be retained by the requesting department on a Milwaukee County public server, such as SharePoint.
- v. Retention of any documents and RFP records shall be retained in accordance with all applicable record retention policies under Wis. Stat. §§ 19.21-39, AMOP 11.10, linked as [Appendix K: Records Management AMOP](#) and MCGO § 56.14(4).

## I. Contract Compliance:

- i. Requesting departments own their own contracts and must collect performance reports and indicators of vendor performance directly from the vendor that the County contracted with.
- ii. Departments should refer to the terms of the contract for compliance purposes.
- iii. When verifying compliance, ensure vendors are meeting or exceeding, if applicable, the contract

terms.

- iv. Contract reports and compliance records, including documentation of significant complaints, shall be stored and uploaded in Infor according to the following naming convention, except for monitoring participatory contracting for OEI-related programming, which shall be stored in B2GNow. The naming convention:
  - a. **Format:** [Date of Report in MM/DD/YYYY] - [Supplier] - [Contract Type] – [Department Name] – [Report or Complaint]
  - b. Example: 05/10/2029 - Sample Company, Inc. - Professional Services – Risk Management - Report
- v. Departments shall consult with OCC prior to sending any notices of default or attempting to collect penalties.
- vi. For assistance with contract compliance, please contact Risk Management and OCC, along with OEI as applicable, who are available to assist with contract compliance questions.

**J. Reminders:**

- i. Steps A through I above are a high-level overview of the process.
- ii. It is essential to refer to each Appendix in this document for the fully detailed steps to complete each role and responsibility under the AMOP.
- iii. The Milwaukee County staff in DAS Procurement, Risk Management, the Office of Economic Inclusion (OEI), the Office of the Comptroller, and the Office of Corporation Counsel (OCC) are here to help and ready to assist with questions.

**REVISION HISTORY:**

Rev. #	Summary of Changes	Date of Change	Author
3.0	Re-name and re-write, create and update new appendices	4/16/2026	DAS Procurement
2.2	Minor change only: Updated Master Agreement Template Link	2/12/2026	US
2.1	Edit phase change – clarity to section 5.C.iii.c. 12. And section 5.C.iii.c.3.b.	8/26/2025	US
2.0	Added Regulatory Compliance section, updated Contract Drafting section	6/17/2025	DAS Procurement staff
1.0	New release	10/17/2024	DAS Procurement & CBO Staff