



FINANCE DEPARTMENT

PURCHASING DIVISION

**Request for Bids
Liquid Petroleum Gas
Washington County WI
Bid #PUR09-01
Date 01/19/09**

Sealed bids are invited to supply Liquid Petroleum Gas to various Washington County Departments and will be received through the office of Purchasing, Room 1115, Washington County Government Center, 432 E. Washington St. West Bend WI 53095 (262) 335-4308 until 2:00 PM (CT), February 5, 2009. Bids will be publicly opened and recorded in Room 1116 of the Government Center following the bid due date and time.

The bid packet for this request will be available starting January 19, 2009 online on the Washington County website www.co.washington.wi.us or packets can be picked up or faxed to interested parties by contacting the Purchasing Office at the above number. Pricing of this request shall remain firm for two (2) years and may be renewed by mutual agreement in one-year increments thereafter for up to an additional 2 more years. In the bid, bidders will also be given the option of extending pricing of any award made to other public agencies who are members of the V.A.L.U.E. in Local Government organization in Southeastern Wisconsin within a 50-mile radius of Milwaukee who may also buy (piggyback) off of this bid as well.

Washington County reserves the right to waive any formalities and to reject any and all bids deemed to be unsatisfactory or not in the County's best interest. Furthermore, Washington County reserves the right to cancel any order or contract for failure of the successful firm to comply with the terms, conditions and specifications of this request and/or contract. Washington County reserves the right to award this request in the aggregate or by item or like item groups (where applicable) to the lowest responsible, responsive firm who complies with the specifications, service and can meet the requirements of this request.

General Bidding Information

1. Washington County is a tax-exempt municipality under Wisc. Stats 77.54(9a).
2. Bidder shall provide a certificate of insurance upon award as stated in Exhibit "A" attached. Proof of Insurance is required when award is made.
3. All bids shall be binding for sixty (60) calendar days following the bid opening date unless the Firm(s), upon the request of the County, agree to an extension.

4. Payments will be made to successful firm contingent upon owners' acceptance of products provided and/or services rendered. Acceptance as herein means acceptance by the County of all products provided and services rendered, after the departments authorized agent has found it to be in compliance with the specification requirement.
5. Firms may withdraw their bid at any time before the bid due date and time by written request for withdrawal to the Purchasing Agent and by presenting proper identification upon request. **Faxed bids will be rejected. Late bids will not be accepted and will remain unopened and returned to sender.**
6. Bids must be submitted on the forms provided and manually signed to be considered. Standard Terms and Conditions are included with this bid and are hereby made a part this request.
7. If the firm receives a bid packet from any source or entity other than the Washington County Purchasing Department or it's website, the firm is responsible to register themselves as a bidder on the county's website (see Bids and Proposals Section) and to check the website to retrieve any addenda issued for this request or must contact the Washington County Purchasing Department and request any addenda for this request prior to submitting their bid. Failure to do so in no way obligates the County to issue addendum or other information concerning this request to the firm.
8. No reimbursement will be made by the County for any cost incurred in preparing responses to this solicitation, or for cost incurred before a formal notice to proceed is issued if a contract is awarded.
9. All questions resulting in further clarification or modification to this Request for Bid (RFB) document will be handled by written addenda. Questions shall be directed to the Purchasing Department at the address listed above or via fax at 262-335-6847 or email webpur1@co.washington.wi.us. Questions must be asked at least three (3) business days prior to the bid due date. Questions received after this time may not be answered. Any changes as a result of issues raised will be made by written addenda and posted on the Washington County website at www.co.washington.wi.us. It is the bidder's responsibility to check the website for addenda prior to submitting your bid.
10. All blanks on the bid form shall be legible. If the completed blanks are illegible, the bid will be rejected. The bidder shall make no additional stipulations on the bid form or qualify the bid in any manner.
11. "PIGGYBACK" PROVISION: This commodity has been selected to be made available for use by other units of local government in Southeastern Wisconsin, within a 50-mile radius of Milwaukee. These subdivisions include cities, towns, villages, school and special districts that are members of V.A.L.U.E. in Local Government. A current list of members is available at www.value4gov.org (select FAQ).
12. The use of the contract, by the above units of government, will be optional.
13. Sales to the above units of government, by the contractor, shall be optional.

14. If the prices offered on this bid will be extended to the above-mentioned governmental units, indicate in the space provided on the bid page. If the prices, terms, or conditions are not the same, include a statement completely detailing the changes.
15. Any resulting contract is solely between supplier and third party unit of government. Billings for items purchased under this agreement shall be directed to the governmental agency purchasing these items.
16. This agency shall not be responsible for any problems, which may arise between other units of government and the contractor as a result of any sales and/or purchases made.
17. Participation in the PIGGY BACK provision is optional. The method of award shall be made to the lowest responsible, responsive bidder conforming to the specifications, terms and conditions, or to the most advantageous bid submitted to Washington County on a quality versus price basis.

Project Information

1. Washington County requires a high level of service from any Firm who is looking to do business with the County. Quality, service and price are all critical factors that Washington County considers when doing business and in continuing business with Firms. This is especially important when it comes to the requirements of this request. Dissatisfaction of any sort may result in Washington County discontinuing service with a Firm.
2. This request covers three separate departments of Washington County, each having it's own service requirements. ***Billings will be made to each department for products ordered.*** See the specifications section page 7 of this request for each department's requirements
3. This request is for a two (2) year term and may be renewed by mutual agreement in one (1) year increments thereafter up to an additional 2 more years upon mutual agreement.
4. Tentative Schedule
 - Bid Packets available starting January 19,2009
 - Sealed Bids due: February 5, 2009 by 2:00 PM (CT)
 - Award to be made Mid February, 2009
 - Contract shall start March 11, 2009
5. Sealed bids are due and must be received in the Purchasing Office on or before February 5, 2009 by 2:00 PM (CT) at the following address:

**Washington County Government Center
Purchasing Dept.
432 E Washington St, Rm 1115
West Bend, WI 53095**

Bids must be delivered in a sealed envelope and marked in the lower left corner: **Washington County Liquid Petroleum Gas, RFB #PUR09-01.**

Specifications

Introduction

The specification describes the bulk delivery of liquid petroleum gas (LPG) for 500 and 1000 Gal tanks owned by Washington County as well as exchanging 33.5 lb cylinders to Washington County, including delivery, installation and maintenance as needed of tanks and cylinders ranging from 33.5 lbs to 1000 Gallon tanks. All materials and equipment and work performed shall be in compliance with the LPG Safety Rules and Federal, State, County and Local Codes.

TANKS: All tanks and cylinders not owned by Washington County shall be exchanged at no cost to the County. Supplier change may require a change in equipment including all regulators, piping, fittings and labor. Any changes shall be made at no cost to Washington County. Vendor shall return or supply the same number of County owned cylinders to each department upon termination of contract.

PRICE: “Markup Price” shall be firm for life of the contract.

BASE

PRICE: Base Price before mark up shall be established weekly by a source such as **DTNergy Fast Racks Services**, or by a source provided by the vendor that Washington County will be able to check pricing weekly. It is preferred that vendors use DTNergy because Washington County and Agency’s belonging to the VALUE Group are able to access weekly pricing through the State Website. **Specify where the base pricing will be established from on the bid page**

PRICE

CHANGE: Such change shall be adjusted weekly and shall apply to all deliveries made from Monday through the following Sunday. In event DTNergy or any other source is not published for a period of time, the last average price indicated shall apply until the new price is published or supplied.

PRICE

FACTORS: The total price of the product delivered to destinations shall consist of three Factors:

1. Base weekly price
2. Mark up
3. Delivery

MARKUP

PRICE

(Bid Price) Shall be the amount in cents per gallon and shall include all transportation, storage and handling costs, delivery, overhead, lease cost for vendor owned tanks and profit margins

CYLINDER

WEIGHT: For purpose of price adjustment on cylinder requirements, LP Gas shall be priced per gallon and should be converted to lbs per cylinder. 1 gallon = 4.22 lbs

VENDOR

LIABILITY: The vendor shall be held liable for any damages that may occur due to equipment malfunction or failure as a result of:

1. Furnishing contaminated LP
2. Furnishing a grade fuel other than specified or authorized
3. Failure to make deliveries in a timely basis when ordered, causing damage to buildings or water lines, etc

Vendor shall have a training program for employees as required in the code of Federal regulations number 49, part 172.70

Vendor shall be responsible for any spills, containment, cleanup, and disposal which occur on owner's property as a result of equipment failure, leased or owned, being faulty or negligence of their employee.

DELIVERY: Bulk deliveries shall be made by a truck equipped with printing meters. All deliveries shall be made to each location as requested by designated personnel to order, receive and sign for deliveries. Vendor shall provide 24 Hr emergency service. A copy of the delivery ticket shall be left with the party signing for the LP gas. Such copy shall include the date, name of driver, truck number or plate number, from which delivery was made. One copy of each delivery ticket shall be included with the monthly invoice to each department.

INVOICES: Invoices shall be submitted monthly for each location to the designated address of each department in accordance with the instructions on the purchase order. Do not include any additional charges such as hazardous waste charge, taxes, minimum purchase fee or fuel surcharges.

Propane Gas Bid
Bid #PUR09-01
Current Locations & Estimated Usage

Department	Site	Delivery Address	Tank Size(s)	Estimated Delivery Frequency	Estimated Annual Usage	Other Requirements/Comments
Facility Mgt	Lovers Lane Tower	3863 Lover Lane Rd Slinger	500 Gal	Twice/Year	600 Gal	Normally filled twice/year, but may request monthly top-off instead
	Jefferson Tower	1313 Jefferson St West Bend	1000 Gal	Twice/Year	1200 Gal	Normally filled twice/year, but may request monthly top-off instead
	Courthouse	432 E Washington St West Bend	2 - 33.5#	1/Year	1 Tank	3 tanks owned by county, no additional tanks needed this location
	PAC	333 E Washington St West Bend	2 - 33.5#	1/Year	1 Tank	2 tanks owned by county, no additional tanks needed this location
	Fair Park	3000 CTY Hwy PV West Bend	3 - 33.5#	1/Month*	16 Tanks	*3 tanks owned by county, no additional tanks needed, but in July when Fair is running, they use about 4 full tanks in a short time.
Hwy Dept	West Bend Shop	900 Lang Street – West Bend	2 - 33.5#	4 per Month	48 Tanks	Want 2 full spare tanks on site - schedule 1 stop per week
	Slinger Shop	314 W Washington St Slinger	2 - 33.5#	2 per Month	24 Tanks	Want 2 full spare tanks on site - schedule 1 stop per month
Parks Dept	Ackermans Grove	8475 Hwy Z West Bend	500 Gal		1,900 Gals	County Owned Tank, Call in fills
	Glacier Hills	1664 Freiss Lake Dr West Bend	1000 Gal		2,300 Gals	County Owned Tank, Call in fills
	Ridge Run	300 S University Dr, West Bend	1000 Gal		2500 Gals	County Owned Tank, Call in fills
	Ridge Run	300 S University Dr, West Bend	500 Gal		1,500 Gals	County Owned Tank, Call in fills
	Ridge Run	300 S University Dr, West Bend	500 Gal		1,500 Gals	County Owned Tank, Call in fills
	Sandy Knoll	2064 Wallace Rd, West Bend	500 Gal		1,000 Gals	County Owned Tank, Call in fills
	Yahr Park	8025 Orchard Valley Rd, West Bend	500 Gal		500 Gals	County Owned Tank, Call in fills
	Yahr Park	8025 Orchard Valley Rd, West Bend	500 Gal		500 Gals	County Owned Tank, Call in fills

Notes

Tanks:

33.5# tanks to be aluminum tanks only

Exchange Service requested

Provider to do required inspections and servicing of tanks as needed - advise on fees (if any)

Parks Department will call in fills as needed to Parks sites. In winter fill average every 20 days

**Liquid Petroleum Gas
Washington County WI
Bid #PUR09-01**

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Bidder Information:

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Subcontractor List (If Any):

Bid Packet Checklist

All bids submitted must have the following information included

- Complete Bid Form and Signed
- Complete listing of any sub-contractors to be used (if any)
- Check yes or no for the piggyback provision found on bid page

Bid Page
Liquid Petroleum Gas
Washington County WI
Bid #P09 01
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Bid Form

1. LP bulk rate markup price \$ _____

LP bulk rate markup price Written: _____

2. LP cylinder rate markup price \$ _____

LP cylinder rate markup price Written: _____

3. Provide sample weekly base price for the week of January 26, 2009 from your supplier
\$ _____ per gal

4. Provide Source used to establish weekly pricing _____

Optional: Would you agree to extend these bid prices to other members of V.A.L.U.E. in Local Government Agency's in accordance with this Proposal:

Yes _____ No _____

Include a list of additional services your firm provides with associated cost, that were not included in these specifications.

This bid/proposal includes addenda No. _____ which have been issued

subsequent to _____, 2009, prior to the execution of the agreement.

Binding Signatures:

The undersigned bidder, submitting this bid, hereby declares and agrees to be bound, and to perform the work in accordance with all the terms, conditions and requirements of the within and foregoing proposal, the contract, the applicable specifications and special provisions, and the schedule of prices as hereby submitted and made part of the bid form.

Company _____

Signature *(Manual Signature)* _____

Name *(Print or Type)* _____

Title _____ Date _____

EXHIBIT A

WASHINGTON COUNTY INSURANCE REQUIREMENTS Products and Deliveries

I. Liability Insurance Requirements

- A. Commercial General Liability coverage at least as broad as Insurance Services Office Forms #CG 00 01 07 98 and #CG 25 03 11 85, including coverage for Products Liability, Completed Operations, Contractual Liability, and XCU (excavation, collapse & underground operations) coverage with the following minimum limits:
- | | | |
|----|---|-------------------------|
| 1. | General Aggregate Limit
(Other than Products-Completed Operations) | per project \$1,000,000 |
| 2. | Products-Completed Operations Aggregate | per project \$1,000,000 |
| 3. | Personal and Advertising Injury Limit | \$1,000,000 |
| 4. | Each Occurrence Limit | \$1,000,000 |
| 5. | Fire Damage Limit – any one fire | \$ 50,000 |
| 6. | Medical Expense Limit – any one person | \$ 5,000 |
| 7. | Asbestos Removal (if applicable) | \$5,000,000 |
- B. Automobile Liability coverage at least as broad as Insurance Services Office Form #CA 00 01 07 97, with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis.
- C. Statutory Worker's Compensation as required by the State of Wisconsin, and Employers Liability Insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
- D. Umbrella Liability providing coverage at least as broad as the underlying General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$1,000,000 each occurrence and \$1,000,000 annual aggregate, and a maximum self-retention of \$10,000.
- E. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or Operation of, any aircraft or watercraft, then Aircraft and Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for bodily injury and property damage.
- F. Bond Requirements
1. Bid Bond (if required). The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5% of the contract bid.
 2. Payment and Performance Bond (if required). If awarded the contract, the contractor will provide to the owner a Payment and/or Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
 3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with a *Best's Insurance Reports* rating of no less than A and a Financial Size Category of no less than Class V.

II. Insurance Requirement for Sub-Contractors

All sub-contractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers' Compensation, Employers Liability, and Asbestos Removal Coverage (if applicable). This insurance shall be as broad as those noted for Contractor requirements contained in Section I. It is the responsibility of the Prime Contractor to ensure all subcontractors have and maintain required insurance

coverage for this project. Failure to do so will result in the Prime Contractor being responsible for any and all damages and/or negligence of the subcontractors involved.

III. Additional Requirements

- A. Acceptability of Insurers. Insurance is to be placed with insurers who have a *Best's Insurance Reports* rating of no less than "A" and a Financial Size Category of no less than Class VI, and who are authorized as an admitted insurance company in the state of Wisconsin.
- B. Certificates of Insurance acceptable to Washington County shall be submitted prior to commencement of the work or delivery of products. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least 60 days' prior written notice has been given to Washington County.

**Exhibit B
Reference Page**

List three references of similar accounts your firm has supplied LP to within the past 1 – 2 years that Washington County may contact.

Company Name: _____

Address: _____

Contact Name: _____

Phone #: _____

Size of account: _____

Number of years serviced: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone #: _____

Size of account: _____

Number of years serviced: _____

Company Name: _____

Address: _____

Contact Name: _____

Phone #: _____

Size of account: _____

Number of years serviced: _____

Standard Terms and Conditions, Washington County, WI For Formal Bidding, Proposals and Contracts

1. **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract, including any purchase order, awarded as a result of this request. Special requirements of a resulting contract may also apply. Further, the written contract with referenced parts and attachments shall constitute the entire agreement, and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the County.
2. **DEFINITIONS:** As used herein, “vendor” and “bidder” includes a provider of goods and services, or both, who is responding to an RFP or a bid.
3. **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability or performance level, or any combination thereof desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency.
4. **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor’s letterhead, signed and attached to the bid. In the absence of such statement, the bid shall be accepted as in strict compliance with all terms, conditions, and specifications and the vendors shall be held liable. Such deviations and exceptions however, may result (solely at Washington County’s discretion) in rejection of the bid as being non-responsive.
5. **BID BOND GUARANTY-PERFORMANCE BONDS- INSURANCE:**
 - a) **Bid Bond Guaranty** - If required and unless otherwise stated in the bid documents, a certified check, cashiers check, or bid bond, payable to Washington County WI, in an amount of five percent (5%) of maximum bid must accompany the bid as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract within ten (10) days after award and receipt of contract form for signature. Return of certified check, cashiers check, or bid bond will be executed when the contract is signed.
 - b) **Performance Bonds** - If required and unless otherwise stated in the bid documents, a performance bond in the amount specified in the Invitation to Bid is to be provided by the successful bidder to the Washington County Purchasing Department within ten (10) days after award of contract. Failure to do so can make the contract voidable at the County’s discretion and where the bid is covered by a certified check or bond such security shall become the property of Washington County as liquidated damages. Performance bonds must be approved by the County Attorney prior to commencement of any work.
 - c) **Insurance** - If applicable, an insurance certificate, which meets the County’s requirements, as specified in the bid document shall be provided to the Purchasing Department with the bid or as stated in the bid specifications. Failure to do so can make the contract voidable at the county’s discretion. Said insurance certificate must be approved by the County’s Insurance Coordinator prior to the commencement of any work. The contractor shall not allow the subcontractor to commence any work until the insurance required of the subcontractor has been obtained and approved.

The surety bond, the performance bond and the insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Washington County will be named as additional insured with respect to general liability coverage. Should any insurance policy be canceled before the expiration of this contract, the issuing company must provide 30 days written notice to Washington County.
6. **SAFETY REQUIREMENTS:** All material, equipment and supplies provided to the County must comply fully with all Safety Requirements as set forth by the Wisconsin Administration code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

7. **DELIVERY TERMS:** Bids shall include delivery F.O.B. to the address specified, all transportation charges prepaid and born by bidder unless otherwise specified. Shipments sent C.O.D. or freight collect will not be accepted.
8. **GUARANTEED DELIVERY:** Failure of the vendor to adhere to the delivery schedule as specified or to promptly replace rejected or defective materials within a specified time frame, shall render the contractor liable for the difference between the “open market” and the contract price, and/or other costs as applicable under the Uniform Commercial Code. Such purchases will be deducted from contract quantities.
9. **TAX EXEMPT:** All bids must be submitted without the inclusion of Federal Excise and Wisconsin Sales Taxes as the County is exempt there from. (State Statute No. 77.54 (9a)(b)).
10. **SIGNATURE REQUIREMENT:** This bid must be manually signed by an authorized representative of your company.
11. **CANCELLATION:** Washington County reserves the right to cancel any order or contract for failure of the successful bidder to comply with terms, conditions and specifications for this RFB or RFP. The County reserves the right to terminate any agreement due to no-appropriation of funds or failure of performance by the vendor.
12. **RIGHT TO ACCEPT ALL OR PART OF BID:** Washington County reserves the right to waive any informalities and to reject any and all bids deemed to be unsatisfactory or not in the County’s best interest. Furthermore, Washington County reserves the right to adjust the projects through deletions, and reductions to bring the project in at the budgeted price and to order within 10% more or less of the quantity specified.
13. **MATERIAL SAFETY DATA SHEETS:** It is a direct condition of this order that the vendor shall supply Washington County, when applicable, with a Material Safety Data Sheet for the material purchased. In addition the vendor shall supply any material related to the safe use of this material and hazards associated with its use, including but not limited to installation procedures and personnel protective equipment requirements. All hazardous components shall be identified.
14. **BID RESULTS:** Bidders may obtain information pertaining to results of Bids at the Purchasing Department, Monday through Friday, 8:30 a.m. to 4:00 p.m. Prior appointment is advisable. Copies are obtained at .25 cents per page and postage costs, if applicable. Bid openings are public unless otherwise specified.
15. **WITHDRAWAL OF BIDS:** Bids may be withdrawn only in total, and only by a written request addressed to the Purchasing Department prior to the award of the contract. The Purchasing Department and Committee have sole discretion to grant a request for withdrawal of bid. Partial bid withdrawal is not acceptable.
16. **AMENDMENT OF BIDS:**
 - a) By County: Bids may be amended by Washington County in response of need for further clarification, specification changes, new opening dates, etc. Washington County (or its representative) shall send copies of the amendment to all known prospective bidders. Bidders shall acknowledge all amendments (addenda) and return as specified.
 - b) By Bidder: Unless otherwise stated in the bid documents, a bid may only be amended after receipt by the Purchasing Department by submitting a later dated bid that specifically states (in writing on company letterhead and signed by an authorized company representative) that it is amending an earlier bid. No bid may be amended after bid opening. Any amended bid that conflicts with the terms and conditions stated herein will be considered a counteroffer and will be rejected.
 - c) Upon request of the Bidder: If any of the terms and conditions prevents you from bidding, consideration will be given, if possible, to a bidder request for change. This request must be submitted in writing to the Purchasing Agent five (5) business days (or as stated in the bid) prior to bid opening, and if granted, it will require sending an addendum to all prospective bidders.
17. **PRICES:** Bid prices shall be stated in units requested in US funds. Prices shall be binding for thirty (30) days following the bid opening date unless otherwise stated in the bid document. Mathematical errors in extension may be corrected, providing that the unit price is legible. Conflicts that involve dollar amounts, the unit price multiplied by the respective quantity shall govern as bid price.

18. **PURCHASE ORDERS:** No shipment shall be made without an authorized purchase order from the county, issued by the Purchasing Division.
19. **METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive vendor conforming to the specifications, terms and conditions, or to the most advantageous bid submitted to the County on a quality versus price basis. Quantities involved, time of delivery, purpose for which required, competency of vendor, the ability to render satisfactory service, and past performance, among other factors, will be considered in determining responsibility. Any award made shall be contingent upon appropriation of funding. If at the time of the award, a contract agreement cannot be reached between the awarded firm and the county, the county reserves the right to award to the next lowest bidder and so on, until a contract agreement can be reached.
20. **ORDERING/ACCEPTANCE:** Written notice of award to a vendor in the form of a purchase order or otherwise, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid. A formal contract containing all provisions of the contract signed by both parties shall be used when required by Washington County.
21. **PAYMENT TERMS AND INVOICING:** Washington County normally pays properly submitted invoices within 30 days of receipt of goods and services, or combination of both, which have been delivered, installed (if required) and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the Purchase Order (unless otherwise specified) including reference to purchase order number to the correct address noted on the Purchase Order for processing.
22. **NON-APPROPRIATION CLAUSE:** Continuation of this agreement beyond December 31 of any year is contingent upon appropriation of funds by the proper County Officials.
23. **APPLICABLE LAW:** This request and possible resulting contract or order shall be interpreted under the laws of the State of Wisconsin. Any disputes or claims that arise under this contract shall be litigated in the Circuit Court of Washington County, WI.

