



**Finance and Business Operations Division**  
 Procurement and Contract Services Section  
 Department of Executive Services

CNK-ES-0340  
 3rd Floor  
 401 5th Avenue  
 Seattle, WA 98104

206-263-9400  
 206-296-7676 Fax  
 TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

**VENDOR:**

PHOENIX ENVIRONMENTAL SERVICES INC  
 2212 PORT OF TACOMA RD  
 TACOMA, WA 98421

**SHIP TO**

KC DEPARTMENT OF EXEC SERVICES  
 PROCUREMENT-GOODS & SERVICES  
 401 5TH AVE, CNK-ES0340  
 SEATTLE, WA 98104  
 United States

**BILL TO**

KC DEPT OF EXECUTIVE SERVICES  
 ACCOUNTS PAYABLE, 3RD FLOOR  
 401 5TH AVE, CNK-ES0320  
 SEATTLE, WA 98104  
 United States

**Purchase Order**

PURCHASE ORDER NO.	REVISION	PAGE
453098	2	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
22-SEP-09	M, Mckinley	
DATE OF REVISION	BUYER	
29-AUG-11	M Mckinley	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	36226	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 779-8474	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	THIS CHANGE ORDER, #2, EXTENDS THE CONTRACT BETWEEN PHOENIX ENVIRONMENTAL SERVICES, INC. AND KING COUNTY FOR THE PICKUP OF WASTE ANTIFREEZE.  ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.  PRICE EFFECTIVE OCTOBER 1, 2011 - NO CHARGE Purchase Agreement Effective From: 01-OCT-09 To: 30-SEP-14						
		Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

**ACCEPTANCE:**

This purchase order expressly limits acceptance to the terms and conditions stated herein.

**TOTAL**

*[Signature]*  
 Authorized signature

## **PURCHASE ORDER GENERAL TERMS AND CONDITIONS**

**Compliance:** By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

**Acceptance/Changes:** All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

**Inspections:** By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

**Change Orders:** Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

**Cancellation:** The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

**Invoices:** Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

**Shipping Instructions:** All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

**Warranty:** The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

**Certification Regarding Debarment, Suspension and Other Responsibility Matters:** By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Order of Precedence:** When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.



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VENDOR:

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2212 PORT OF TACOMA RD  
TACOMA, WA 98421

SHIP TO

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BILL TO

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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
453098	1	1

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.

CREATION DATE	BUYER
22-SEP-09	M, Mckinley
DATE OF REVISION	BUYER
27-AUG-10	M Mckinley

CUSTOMER ACCT#	VENDOR NO. 36226	PAYMENT TERMS Net30days	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE (253) 779-8474	REQUESTOR / DELIVER TO
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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	CHANGE ORDER #1	AUGUST 27, 2010					
	THIS PURCHASE ORDER EXTENDS BASIC ORDERING AGREEMENT FOR THE PICKUP OF ANTIFREEZE, OCTOBER 1, 2010 TO SEPTEMBER 30, 2011.  ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.  Purchase Agreement Effective From: 01-OCT-09 To: 30-SEP-11  Amount Agreed:						
				9/30/10			

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

*DR Leach*  
Authorized signature

King County 9/7/2010 9:09 PAGE 002/003 Fax Server

**PURCHASE ORDER  
GENERAL TERMS AND CONDITIONS**

**Compliance:** By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

**Acceptance/Changes:** All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

**Inspections:** By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

**Change Orders:** Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

**Cancellation:** The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

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All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

**Certification Regarding Debarment, Suspension and Other Responsibility**

**Matters:** By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Order of Precedence:** When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.



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**Purchase Order**

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22-SEP-09	M, Mckinley
DATE OF REVISION	BUYER

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	36226	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 779-8474	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>THIS CONTRACT AGREEMENT ESTABLISHES THE TERMS, CONDITIONS AND PRICING BETWEEN KING COUNTY AND PHOENIX ENVIRONMENTAL SERVICES INC. FOR THE PICKUP OF ANTIFREEZE IN ACCORDANCE WITH CONTRACT AGREEMENT 453098 AND THE PHOENIX ENVIRONMENTAL SERVICES INC. RESPONSE TO ITB 1139-09 MXM, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>PRICES EFFECTIVE OCTOBER 1, 2009</p> <p>PICKUP OF WASTE ANTIFREEZE - NO CHARGE</p> <p>Purchase Agreement Effective From: 01-OCT-09 To: 30-SEP-10</p>						
		Amount Agreed:					

**FAXED**  
SEP 30 2009  
DO NOT DUPLICATE

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**ACCEPTANCE:**  
This purchase order expressly limits acceptance to the terms and conditions stated herein.

**TOTAL**  
  
Authorized signature

King County 9/30/2009 12:44 PAGE 002/003 Fax Server

**PURCHASE ORDER  
GENERAL TERMS AND CONDITIONS**

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