



**King County**

**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:**

FERRELLGAS LP  
3611 A ST SE  
AUBURN, WA 98002

**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
420973	3	1

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

CREATION DATE	BUYER
24-SEP-08	M, Mckinley

DATE OF REVISION	BUYER
14-SEP-11	P Reid

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	34433	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
PAUL WAGNER (253) 833-1641	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	CHANGE ORDER #3	September 1, 2011					
	<p>THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT FOR FURNISHING PROPANE FUEL, TANK RENTAL AND RELATED SERVICES, FROM OCTOBER 31, 2011 THROUGH SEPTEMBER 10, 2013.</p> <p>THIS IS NOT A STANDARD PURCHASE ORDER OR THE AUTHORITY FOR ORDERING GOODS. INDIVIDUAL STANDARD PURCHASE ORDERS, REFERENCING THE CONTRACT AGREEMENT, WILL BE ISSUED BY PROCUREMENT WHEN GOODS OR SERVICES ARE REQUIRED.</p> <p>DO NOT PROVIDE ANY PROPANE FUEL OR SERVICE WITHOUT A VALID KING COUNTY PURCHASE ORDER.</p> <p>THESE PURCHASE ORDERS WILL LIST THE LOCATION AND DELIVERY REQUESTED. MOST OF THESE PURCHASE ORDERS WILL BE FOR ONE DELIVERY TO ONE LOCATION.</p>						
	Purchase Agreement Effective From: 01-OCT-08 To: 10-SEP-13		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**

*W. P. Reid*  
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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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
420973	2	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
24-SEP-08	M, Mckinley	
DATE OF REVISION	BUYER	
02-MAR-10	P Reid	

CUSTOMER ACCT#	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	
	34433	Net30days	Paid	Destination	SELLER CHOOSES	
CONFIRM TO / TELEPHONE		REQUESTOR / DELIVER TO				
PAUL WAGNER		(253) 833-1641				
LINE	PART NUMBER - DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	CHANGE ORDER #2	JULY 29, 2010				1
<p>THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT FOR FURNISHING PROPANE FUEL, TANK RENTAL AND RELATED SERVICES, FROM OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011.</p> <p>THIS IS NOT A STANDARD PURCHASE ORDER OR THE AUTHORITY FOR ORDERING GOODS. INDIVIDUAL STANDARD PURCHASE ORDERS, REFERENCING THE CONTRACT AGREEMENT, WILL BE ISSUED BY PROCUREMENT WHEN GOODS OR SERVICES ARE REQUIRED.</p> <p>DO NOT PROVIDE ANY PROPANE FUEL OR SERVICE WITHOUT A VALID KING COUNTY PURCHASE ORDER.</p> <p>THESE PURCHASE ORDERS WILL LIST THE LOCATION AND DELIVERY REQUESTED. MOST OF THESE PURCHASE ORDERS WILL BE FOR ONE DELIVERY TO ONE LOCATION.</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.</p> <p>Purchase Agreement Effective From: 01-OCT-08 To: 30-SEP-11</p> <p>Amount Agreed:</p>						
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.					<p><b>TOTAL</b></p> <p><i>DR Leach</i> Authorized signature</p>	



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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
420973	2	3
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
24-SEP-08	M, Mckinley	
DATE OF REVISION	BUYER	
02-MAR-10	P Reid	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA		
	34433	Net30days	Paid	Destination	SELLER CHOOSES		
CONFIRM TO / TELEPHONE		REQUESTOR / DELIVER TO					
PAUL WAGNER		(253) 833-1641					
LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T

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 Lynch*  
Authorized signature



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Purchase Order

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420973	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
24-SEP-08	M, Mckinley	
DATE OF REVISION	BUYER	
01-SEP-09	M Mckinley	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	34433	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
PAUL WAGNER (253) 833-1641	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	THIS CHANGE ORDER, #1, EXTENDS THE CONTRACT BETWEEN FERRELLGAS LP AND KING COUNTY TO PROVIDE PORPANE FUEL, TANK RENTAL AND RELATED SERVICES, FROM OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010.					
	THIS IS NOT A STANDARD PURCHASE ORDER OR THE AUTHORITY FOR ORDERING GOODS. INDIVIDUAL STANDARD PURCHASE ORDERS, REFERENCING THE CONTRACT AGREEMENT, WILL BE ISSUED BY PROCUREMENT WHEN GOODS OR SERVICES ARE REQUIRED.					
	DO NOT PROVIDE ANY PROPANE FUEL OR SERVICE WITHOUT A VALID KING COUNTY PURCHASE ORDER.					
	THESE PURCHASE ORDERS WILL LIST THE LOCATION AND DELIVERY REQUESTED. MOST OF THESE PURCHASE ORDERS WILL BE FOR ONE DELIVERY TO ONE LOCATION.					
	THE LOCATIONS USING THIS CONTRACT MAY REQUEST A BLANKET OR DRAWDOWN PURCHASE ORDER FOR FUEL AND SERVICE. THIS TYPE OF ORDER WILL IDENTIFIED AS A BLANKET OR DRAWDOWN AND NOTE WHICH LOCATION. THESE WILL BE APPROVED BY PROCUREMENT AND A COPY WILL BE FAXED TO THE SUPPLIER, FERRELLGAS LP. THIS WOULD ALLOW THE SAME PURCHASE ORDER TO BE USED FOR MULTIPLE DELIVERIES AT THAT LOCATION.					
	THE PRICE LIST IS ATTACHED.					

**FAXED**  
OCT 13 2009  
DO NOT DUPLICATE  
DO NOT DUPLICATE

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.	<b>ACCEPTANCE:</b> This purchase order expressly limits acceptance to the terms and conditions stated herein.	<b>TOTAL</b>
			<i>DR Lynch</i> Authorized signature



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420973	1	2
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DATE OF REVISION	BUYER	
01-SEP-09	M Mckinley	

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	34433	Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
PAUL WAGNER (253) 833-1641	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	Purchase Agreement Effective From: 01-OCT-08 To: 30-SEP-10	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.

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**ACCEPTANCE:**

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

**TOTAL**

*DR Leach*  
 Authorized signature

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

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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.