



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

VENDOR:

WILBUR-ELLIS CO
 16300 CHRISTENSEN RD STE 135
 SEATTLE, WA 98188

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
513048	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
07-JUN-11	J, Jungnitz	
DATE OF REVISION	BUYER	
10-OCT-11	J Jungnitz	

CUSTOMER ACCT #	VENDOR NO	PAYMENT TERMS	FREIGHT TERMS	F.O.B	SHIP VIA
	W02527	1*20days/Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(206) 439-9950	

JME	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>TERM PURCHASE AGREEMENT</p> <p>FURNISH FERTILIZERS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NUMBER 00111, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>ESTIMATED ANNUAL CONTRACT VALUE \$45,000.00</p> <p>THIS CONTRACT AGREEMENT NUMBER 513048 IS ISSUED AS A REPLACEMENT/CONTINUATION AGREEMENT FOR NUMBER B23264B EFFECTIVE JANUARY 1, 2012. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.</p> <p>STANDARD PURCHASE ORDERS REFERENCING THIS CONTRACT AGREEMENT NUMBER WILL BE ISSUED BY KING COUNTY TO AUTHORIZE THE PURCHASE AND PAYMENT OF GOODS AND/OR SERVICES. ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER TO AVOID</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.

TOTAL

W. Keller
 Authorized signature



King County

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Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
513048	0	2
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07-JUN-11	J, Jungnitz	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	W02527	1%20days/Net30days	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(206) 439-9950	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	DELAY IN PAYMENT. Purchase Agreement Effective From: 07-JUN-11 To: 22-MAY-13	Amount Agreed:					

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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 otherwise 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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07-JUN-11	J Jungnitz

DATE OF REVISION	BUYER

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	FURNISH FERTILIZERS AS REQUESTED BY VARIOUS AUTHORIZED KING COUNTY DEPARTMENTS, DIVISIONS AND AGENCIES IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NUMBER 00111, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. ESTIMATED ANNUAL CONTRACT VALUE \$25,000.00 Purchase Agreement Effective From: 07-JUN-11 To: 22-MAY-13						Amount Agreed:

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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.

State of Washington Current Contract Information

Effective date: May 23, 2011

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract or if you have any questions, please contact your local agency Purchasing Office, or you may contact the Office of State Procurement at the numbers listed below.

Contract number: 00111	Commodity code: 335
Contract title: Fertilizers	
Purpose: Awarded Contract	
Current extension period: May 23, 2011 through: May 22, 2013	
Contract type: This contract is designated as mandatory use.	
For use by: The contract is available to all state agencies, participating higher education, political subdivisions and non-profits that are members of the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Purchasing Cooperative Members (ORCPP).	

SCOPE OF CONTRACT This contract is awarded to a single contractor.

Contractor: Wilbur-Ellis Company

Customer Service: See Contractor Information Sheet

Ordering information: See page 2, and Contractor Information Sheet

Products available: Dry Fertilizers, Organic and Inorganic, bag or bulk

Related product contracts: #08205, Vegetation Management, #08506, Lawn and Grounds Equipment

Office of State Procurement:

State Procurement Officer:	Mark T. Gaffney, CPPB	Customer Services	
Phone Number:	(360) 902-7424	Phone Number:	(360) 902-7400
Fax Number:	(360) 586-2426	Fax Number:	(360) 586-2426
Email:	mark.gaffney@ga.wa.gov	Email:	CSMail@ga.wa.gov

Visit our Internet site: <http://www.ga.wa.gov/purchase>

Payment address:	See Contractor Information Sheet			
Payment terms:	See Contractor Information Sheet			
Charge Card:	See Contractor Information Sheet			
Freight:	FOB Purchaser's Destination, prepaid and included			
Contract pricing:	See Contractor Information Sheet			
Term worth:	\$300,000/ 2 years			
Performance bond:	\$300,000.00			
Current participation:	\$0 MBE MBE 0%	\$0 WBE WBE 0%	\$300,000 OTHER OTHER 100%	\$0 EXEMPT EXEMPT 0%

NOTES:

- I. **Best Buy:** The following provision applies to mandatory use contracts only. This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers. Provided that an agency subsequently notifies the Office of State Procurement (OSP) State Procurement Officer (SPO) that the pricing is less costly for such goods or services than the price from the state contractor.
 If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the state agency may purchase the item(s) from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract. (Reference General Authorities document)
 If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.
- II. **Ordering:** State Agencies to submit Order directly to Contractor for processing. Political Subdivisions to submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- III. **Authorized Purchasers:** Only authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Purchasing Cooperative (ORCPP) listings published and updated periodically may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Cooperative members is available on the Internet at: <https://fortress.wa.gov/ga/apps/coop/Default.aspx> and <http://www.oregon.gov/DAS/PFSS/SPO/docs/orcpp-member-list.pdf>. Contractor shall not process state contract orders from unauthorized users.
- IV. **Contract Terms and Conditions:** These documents includes by reference all terms and conditions published in the original IFB, including Standard Terms and Conditions, and Definitions:



00111, Model
Contract.doc

SPECIAL CONDITIONS:

1. Contract award, effective May 23, 2011.
2. All other terms, conditions, pricing, and specifications remain unchanged.

CONTRACTOR: Wilbur-Ellis Company

Customer Service/Order: Wayne Stewart

Phone: 800-727-9186

Fax: 509-924-0565

Email: wstewart@wilburellis.com

Service Areas: Statewide

Payment address: Wilbur-Ellis Company

Attn: #19406

5505 N. Cumberland Ave
Ste 307

Chicago, IL 60656-1471

Ordering address: Wilbur-Ellis Company

12001 E. Empire Ave

Spokane Valley, WA 99206

Website: www.wilburellis.com

WA St Dept of Revenue: 178 013 238

Federal ID No.: 94-0981 840

OSP Supplier No.: W6525

Alternate Contact: Randy Akada

Phone: 800-275-6920

Fax: 253-351-6591

Email: rakada@wilburellis.com

Service Areas: Statewide

Purchase Charge Card: VISA

Purchase Card Fee: None

Payment terms: 1 % 30 days

Subcontractors: None

Sell to Washington State

Purchasing Cooperative

(WSPC) members: Yes

Sell to Oregon

Purchasing Cooperative

(ORCPP) members: Yes

Percent Price

Increase for ORCPP

members: None

Minimum Specifications

1. SERVICE EXPECTATION

- a) Contractor shall provide all vehicles, equipment, supplies and personnel necessary to perform the contractual requirements as identified herein.
- b) Contractor shall employ a full-time contractor representative(s) and technical trained personnel with practical experience in assisting Purchasers with purchasing decisions for the contract items.
- c) Contractor shall be fully operational to meet contract requirements within 20 business days of contract award date.
- d) Contractor shall provide statewide service as defined herein.

2. CONTAINERS

- a) Fertilizer bags shall not weight more than 50 lbs.
- b) Returnable bulk totes shall be provided at the option of the Purchaser. The Purchaser is responsible for the return of reusable bulk totes. There shall be no charge for use of totes.
- c) All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients, and manufacturer's guaranteed statement of analysis clearly marked all in accordance with State and Federal laws.
- d) Contractor is encouraged to use compostable and biodegradable containers when possible, containers are to meet ASTM D6400 standard.
- e) Contractor is encouraged to use recycled content petroleum-based or bio-based plastic containers when possible.
- f) Contractor is encouraged to use recyclable plastic containers when possible.
- g) Contractor is encouraged to offer a take back program for plastic containers (bags).
- h) Container cost shall be included in the item price.
- i) All packaging shall be compliant to RCW 70.95G.

3. DELIVERY OPTIONS

- a) Contractor is to identify Will-Call, Delivery and Shipping options for Purchasers when an order is placed.
- b) Delivery time is within 10 working days of order placement.
- c) Delivery times are Monday through Friday, during the hours of 8:00 am to 4:00 pm, unless other specific arrangements are made at the time of the order. Contractor shall notify Purchaser at least 24 hours prior to delivery when requested by the Purchaser to confirm delivery details.
- d) Purchaser is responsible for providing appropriate personnel and equipment to unload product.

4. MINIMUM ORDER

Minimum order size shall be 40 bags of product or a pallet load. Orders can be cancelled prior to delivery without any charges to the Purchaser, provided the fertilizer mix was not a special order, order has not be shipped or the mix does not have a limited market for resale to other customers, otherwise, Contractor's standard restock fees may apply.

5. SUBSTITUTIONS

Contractor shall not change fertilizer mixes without the Purchaser's approval.

6. FERTILIZER QUALITY

- a) Fertilizer shall be a standard commercial grade of organic or inorganic fertilizer of the kind and quality specified herein.
- b) Fertilizer may be separate or in a mixture containing the percentage of total nitrogen, available phosphoric acid, and water-soluble potash in the amounts specified as acceptable to the Purchaser.
- c) Fertilizer prill standard sizes shall be within the range of 200 to 240 SGN (Size Guide Number). Green grade prill SGN shall be within the range of 70-150 SGN.
- d) Fertilizer foreign materials or contaminants shall not be greater than 1% of the total.
- e) Fertilizers shall not contain any hazardous or dangerous materials as prescribed by state law.
- f) Organic fertilizers shall meet United States Department of Agriculture (USDA) National Organic Program standards. This may be demonstrated by their product listing on WSDA Organic Material List, OMRI's Material list or by other third-party accredited certifiers.
- g) Natural fertilizers are primarily organic base products and may include some inorganic components.
- h) Fertilizers using only a polymer coated urea for slow release shall have a minimum 45 day release rating.

7. FERTILIZER FORMS

Acceptable commercial fertilizer may be required in the following product forms for some fertilizers:

- a) A dry free-flowing granular fertilizer, suitable for application by agricultural fertilizer spreader.
- b) A soluble form that will permit complete suspension of insoluble particles in water suitable for application by power sprayer.
- c) A homogeneous pellet, suitable for application through an air powered gun.
- d) A tablet or other form of controlled release with a minimum of 1 year release period.

8. FERTILIZER FORMULATION

Fertilizer formulation shall be as specified herein with an allowed variance of plus or minus 3 %, the alternate product analysis must maintain a similar ratio and performance must be similar.

9. FERTILIZER REGISTRATION

All fertilizer products must be registered for use in the State of Washington and meet all Washington State Department of Agriculture (WSDA) requirements regarding Heavy Metals.

10. MSDS

Contractor shall provide Material Safety Data Sheet (MSDS) for all products sold with delivered products or shall have a readily available internet site with MSDS information.

Price Sheets

Discounts from the Fertilizer Products Price Sheet

Volume Discounts: This is the amount that will be subtracted from the Bag Prices.

5 - 10 tons: 0 %

10 - 15 tons: 1 %

15 - 25 tons: 2 %

25 tons and greater: 3 %

Bulk Order Discount: \$.01 /lb. (product delivered in totes) This is the amount that will be subtracted from the Bag Prices.

Will Call Pick-up Discount: 1% (Purchaser picks-up product at Contractor's site) This is the amount that will be subtracted from the Bag Prices.

Fertilizer Products Price Sheet

Statewide Pricing

Item	Product Description	Unit Price \$ / lb.
Miscellaneous Products		
1	Calcium Prill , 90% Calcium Carbonate (CaCO3).	0.137
2	Dolomite , 60% Calcium Carbonate, 40% Magnesium Carbonate (MgCO3), dry material, coarse ground.	0.155
3	Dolomitic Prill , 54% Calcium Carbonate, 40% Magnesium Carbonate.	0.14

Fertilizer Products Price Sheet

Statewide Pricing

Item	Product Description	Unit Price \$ / lb.
4	Gypsum Pellets	0.168
5	Limestone Pellets , 90% Calcium Carbonate, dry pelleted, material suitable for application through an air powered gun, 100% passing through a #10 sieve.	0.147
6	Marking Lime , 95% Calcium Carbonate with a dry brightness range above 85 (ASTM C110) Median particle size of 22 microns. Use for athletic fields.	0.1128
Organic Fertilizers		
7	Bidder to Identify: Perfect Blend 10-3-7	0.52
8	Bidder to Identify: Perfect Blend 4-4-4	0.447
9	Bidder to Identify: Sound Gro 5-4-0	0.173
10	Bidder to Identify: Kelp Meal 1-1.5-2	1.02
11	Bidder to Identify: Bone Meal	0.62
Natural Fertilizers		

Fertilizer Products Price Sheet

Statewide Pricing

Item	Product Description	Unit Price \$ / lb.
12	Bidder to Identify: Landscaper Gold 14-5-5	0.38
13	Bidder to Identify: Landscaper Green 14-2-5 +5%FE	0.39
14	Bidder to Identify: Landscaper 14-2-5	0.38
Inorganic Fertilizers		
15	0-0-50, Potassium – Sulfate of Potash.	0.46
16	0-0-62, Potassium – Muriate of Potash.	0.357
17	0-0-90, Sulfur – Elemental Sulfur.	0.233
18	13-2-13, 100% Ammoniacal nitrogen, 2% Fe, 0.1% Cu, 0.1% Mn, 0.1% Zn.	0.563
19	16-16-16-7 Sulfur.	0.33
20	18-5-18, Derived from: 50% slow release derived from methylene ureas, sulfate of potash, single superphosphate and triple superphosphate.	0.416

Fertilizer Products Price Sheet

Statewide Pricing

Item	Product Description	Unit Price \$ / lb.
21	19-3-19 Dispersible Granule, 93% slow release Nitrogen.	0.995
22	19-3-24, 48% slow release derived from polymer coated sulfur coated urea, 2% Fe, 1% Mn.	0.363
23	19-6-12, 52% slow release derived from polymer coated urea, with sulfur 13%, iron 2.25%, zinc 0.25%.	0.339
24	20-3-20-6 Fe, 70% slow release from polymer coated urea.	0.374
25	20-10-5, Packet 0.35 oz, 13.5% slow release derived from polymer coated urea with calcium 0.5%, magnesium 0.6%, sulfur 5.6%, boron 0.05%, copper 0.25%, iron 1%, manganese 0.55%, zinc 0.5%. Substitute: Tablets.	2.03
26	21-0-0-24 Sulfur, Ammonium sulfate.	0.237
27	21-2-21 with 7% sulfur.	0.30
28	21-3-5, 44% slow release derived from polymer coated sulfur coated urea.	0.295
29	21-7-14, Homogenous prill containing nitrate and ammoniacal nitrogen. 11.1% ammonium nitrate, 9.9% urea.	0.385

Fertilizer Products Price Sheet

Statewide Pricing

Item	Product Description	Unit Price \$ / lb.
30	21-7-14 with 15% slow release from polymer coated sulfur coated urea.	0.315
31	21-7-14-9 Sulfur, 9.49% ammoniacal, 9.9% urea.	0.302
32	22-2-22 plus minors, 7% Sulfur, .45% non-staining iron, Zn and Mn. 70% slow release from polymer coated urea.	0.38
33	22-4-22 with 60% slow release from polymer coated urea. Contains 4% non-staining iron.	0.379
34	22-5-12, with 22% slow release derived from polymer coated urea with calcium 0.2%, magnesium 0.3%, sulfur 4.5%, boron 0.03%, iron 1.25%, manganese 0.3%, zinc 0.4%.	0.40
35	22-5-5, with 47% slow release derived from polymer coated sulfur coated urea with sulfur 15%, iron 0.9%.	0.316
36	25-0-5 No Phosphate, 10% slow release from polymer coated urea.	0.299
37	25-3-10 with 70% slow release from polymer coated urea. Contains 5% non-staining iron.	0.37
38	27-3-11, with 48% slow release derived from polymer coated sulfur coated urea. 1% Fe, 2% Mn.	0.37

Fertilizer Products Price Sheet

Statewide Pricing

Item	Product Description	Unit Price \$ / lb.
39	28-2-12-9 Sulfur, with 50% slow release derived from polymer coated sulfur coated urea.	0.353
40	28-7-14 with 40% slow release derived from polymer coated sulfur coated urea.	0.368
41	35-4-6 with 30% slow release derived from polymer coated sulfur coated urea.	0.35
42	38-0-0 UF, Urea formaldehyde, homogeneous granule. 68% to 70% Nitrogen as Water Insoluble Nitrogen (WIN).	0.62
43	39-0-0, with slow release derived from polymer coated sulfur coated urea, 12% sulfur.	0.45
44	43-0-0, Nitrogen, slow release derived from polymer coated sulfur coated urea.	0.47
45	46-0-0, Nitrogen – Urea.	0.30