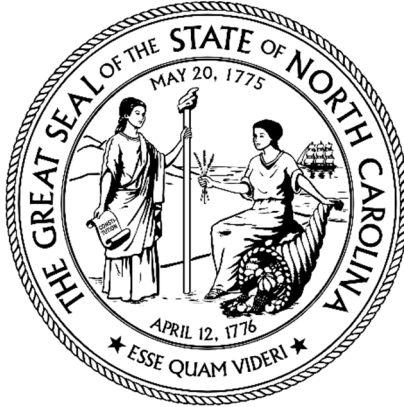




STATE OF NORTH CAROLINA

NC Department of Transportation

Invitation for Bid #: 54-CA-PR35712

Grass Seed

Date Issued: July 16, 2026

Bid Opening Date: July 31, 2026

At 2:00 PM ET

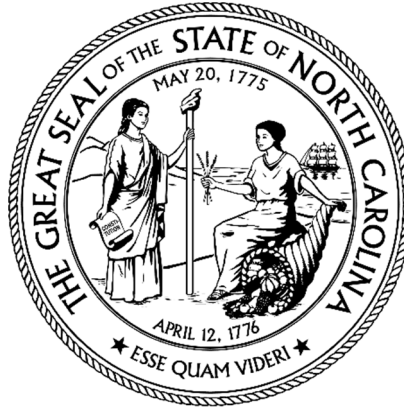
Direct all inquiries concerning this IFB to:

Christian Andresen

Procurement Specialist III

Email: ctandresen@ncdot.gov

Phone: (919)707-2627



STATE OF NORTH CAROLINA

Invitation for Bid # 54-CA-PR35712

Grass Seed

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so shall be sufficient cause to reject your bid.**

Vendor Name

Vendor eVP #

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA
Department of Transportation

Refer <u>ALL</u> Inquiries regarding this IFB to: Christian Andresen ctandresen@ncdot.gov (919)707-2627	Invitation for Bids # 54-CA-PR35712
	Bids will be publicly opened: July 31, 2026, at 2:00 PM ET
Using Agency: NC Department of Transportation	Commodity No. and Description: 101517 – Field and Grass Seed
Requisition No.: PR35712	

EXECUTION

In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of this bid response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees or agents of Vendor's organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal will render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Bid Number: 54-CA-PR35712

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least ninety (90) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

BID ACCEPTANCE

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 20____, as indicated

on the attached certification, by _____

(Authorized Representative of NC Department of Transportation)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Invitation for Bids (IFB) is to establish an Agency Specific Contract, to obtain pricing, and select a Vendor to fulfill the annual needs of the North Carolina Department of Transportation (NCDOT) for its 2026 Field and Grass Seed.

1.1 CONTRACT TERM

The Contract shall have a term beginning on the date of final Contract execution (the "Effective Date") and ending on January 31, 2027.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions, issues, or exceptions regarding any component within this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through this process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as non-responsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	July 16, 2026
Submit Written Questions	Vendor	July 23, 2026, at 5:00 PM ET
Submit Bids	Vendor	July 31, 2026, at 2:00 PM ET
Public bid opening for this solicitation will be conducted via conference call. Vendors may use the links below or the call-in number to join the bid opening on July 31, 2026, at 2:00 PM ET. Microsoft Teams Need help? Join the meeting now Meeting ID: 287 172 175 527 21 Passcode: e3FY9vz3 Dial in by phone +1 984-204-1487,,886760315# United States, Raleigh Find a local number Phone conference ID: 886 760 315# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 118 042 632 1 More info		
Contract Award	State	TBD

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be e-mailed to ctandresen@ncdot.gov by the date and time specified above. Vendors will enter “IFB # 54-CA-PR35712 Questions” as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel,

whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The date and time of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid submission deadline will be rejected.

All bid responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bid(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding on this IFB periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGES.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor's Response: Sections 4.5, 4.10, and 6.1
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- f) Completed and signed version of ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING, if applicable

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bids must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the

legend: "Alternate Bid #54-CA-PR35712". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **NCD&CS** – North Carolina Department of Agriculture and Customer Service
- b) **Labeling Analysis** – Information needed to verify the quantity and amount of seed in the lot.
- c) **Lot** – A grouping of similar products within this IFB.
- d) **TZ Test** – A biochemical test, which differentiates live from dead seeds based on the activity of the enzymes in the seeds.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and award(s) will be based on the responsive bid(s) offering the lowest price that meets the specifications to include any required verifications set out herein, such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor for all line items, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

If a Vendor selected for award is determined by the State to be a non-resident of North Carolina, all responsive bids will be reviewed to determine if any of them were submitted by a North Carolina resident Vendor who requested an opportunity to match the price of the winning bid, pursuant to Executive Order #50 and G.S. 143-59 (for more information, please refer to ATTACHMENT H: VENDOR REQUEST FOR EXECUTIVE ORDER #50 PRICE MATCHING. If such bid(s) are identified, the State will then determine whether any such bid falls within the price-match range, and, if so, make a Contract award in accordance with the process that implements G.S. 143-59 and Executive Order #50.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions To Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform

a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB, or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State's eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance

outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section, as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change in a requirement would allow for the State to receive a better bid, the Vendor is encouraged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for delivery and ready for use, including all applicable charges for shipping, delivery, handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are estimates only and are provided for informational purposes based on the anticipated usage during the contract period. No maximum or minimum quantities are guaranteed. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State does anticipate that at most the maximum amount of orders would not exceed by more than 50% of quantities shown herein for each delivery point. The State reserves the right to increase or decrease the quantities as needed. The State shall not be obligated to purchase more than its normal requirements. The State will be responsible only for items requested and received.

4.3 PRODUCT IDENTIFICATION

SUITABILITY FOR INTENDED USE

Vendors are requested to offer only items directly complying with the specifications herein or comparable items which will provide the equivalent capabilities, features, and diversity called for herein. The State reserves the right to evaluate all bids for

suitability for the required use and to award the one best meeting requirements and considered to be in the State's best interest.

4.4 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer's name shall be shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.5 DELIVERY

The Vendor shall deliver Free-On-Board (FOB) Destination to the following location(s):

Delivery Point: - Burgaw – 803 Penderlea Highway, Burgaw, NC 28245

Delivery Point: - Carthage – 3388 US 501, Carthage, NC 28327

Delivery Point: - Graham – 345 Prison Camp Road, Graham, NC 27253

Delivery Point: - Greenville – 1722 N. Memorial Drive, Greenville, NC 27834

Delivery Point: - Wilson – 509 Ward Blvd., Wilson, NC 27893

Vendor should complete delivery within ten (15) consecutive calendar days after receipt of purchase order.

For completion by Vendor: Delivery will be made from _____ (city, state) within _____ consecutive calendar days after receipt of purchase order. Promptness of delivery may be used as a factor in the award criteria.

4.6 INSPECTION

Upon delivery, the material shall be subject to inspection by both NCDOT – Roadside Environmental Unit and NCDA&CS. Material which varies more than a reasonable percentage from the labeled analysis or weight, and which does not pass specifications in every respect will be subject to rejection after delivery and/or an assessment of fines by the NCDA&CS. All costs for returning and replacing rejected material will be at the expense of the successful Vendor.

4.7 PACKAGING

Furnishing and delivering of seeds, for use by the NCDOT shall be in accordance with the NC Seed Law Rules https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/ByArticle/Chapter_106/Article_31.HTML, regulations, definitions, and standards of said law, and shall include, but not limited to the following:

1. Each bag or container shall have affixed a complete seed analysis label as required by law.
2. Shipments as to name and number of restricted noxious weed seed(s), stated as number per pound to be explicit.
3. The two cents per container seed inspection fee on all containers weighing ten (10) pounds or more, levied by the NCDA and paid through the reporting system, is the responsibility of the seed supplier.
4. All seed shall be in bags of good condition and reach their destination without bursting, becoming wet, or spilling contents.
5. Bags shall be so constructed as to protect their contents during normal handling and storage.
6. Bags shall also be free of rodents and rodent damage.
7. Any relabeling required by the NCDA&CS and Seed Testing Laboratory, that would cause the label to reflect as otherwise specified in Section 5.1 shall be rejected by the NCDOT.

4.8 VENDOR'S REPRESENTATIONS

If the bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

☒ Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

4.10 SECRETARY OF STATE REGISTRATION

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor has registered with the North Carolina Secretary of State: Yes ☐ No ☐

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

4.11 SUSTAINABILITY EFFORTS

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that purchase or use is practicable and cost effective.

4.12 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

5.0 PRODUCT SPECIFICATIONS

5.1 SPECIFICATIONS

NCDOT GENERAL SPECIFICATION FOR SEED QUALITY

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloon vine, Jimsonweed, Witchweed, Itch grass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sickle pod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts <https://analyzeseeds.com/special-tolerances-test/> will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring out pure live seed, the found pure seed and found germination percentages as reported by the NCDA&CS, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages in the 2024 Standard Specifications for Roads and Structures below.

Specifications for restricted noxious weed seed refers to the number per pound as follows:

Restricted Noxious Weed	Limitations per Lb. of Seed	Restricted Noxious Weed	Limitations per Lb. of Seed
Blessed Thistle	4 Seeds	Bermudagrass	27 Seeds
Cocklebur	4 Seeds	Cornflower (Ragged Robin)	27 Seeds
Spurred Anoda	4 Seeds	Texas Panicum	27 Seeds
Velvetleaf	4 Seeds	Bracted Plantain	54 Seeds
Morning-glory	8 Seeds	Buckhorn Plantain	54 Seeds
Corn Cockle	10 Seeds	Broadleaf Dock	54 Seeds
Wild Radish	12 Seeds	Curly Dock	54 Seeds
Purple Nutsedge	27 Seeds	Dodder	54 Seeds
Yellow Nutsedge	27 Seeds	Giant Foxtail	54 Seeds
Canada Thistle	27 Seeds	Horse nettle	54 Seeds
Field Bindweed	27 Seeds	Quack grass	54 Seeds
Hedge Bindweed	27 Seeds	Wild Mustard	54 Seeds

Seed of Pensacola Bahia grass shall not contain more than 7% inert matter, Kentucky Bluegrass, Fine or Hard Fescue and Centipede shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

Further specifications for each seed group are given below:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Creeping Red Fescue
Carpet grass
Bermudagrass
Brown top Millet
German Millet – Strain R
Clover

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sunda grass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass	Bristly Locust
Big Bluestem	Birds foot Trefoil
Little Bluestem	Yellow Blossom Sweet Clover
Indiangrass	Orchard grass
Switchgrass	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Japanese Millet

Reed Canary Grass
Zoysia

5.2 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues concerning invoices, availability, and delivery

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies as performance progresses.

6.3 ACCEPTANCE OF WORK

Performance of the work and delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Manager.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.4 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed line-item information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS ACCEPTED.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the Parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 PRODUCT RECALL

Vendor expressly assumes full responsibility for prompt notification to the Buyer listed on the face of this IFB of any product recall in accordance with the applicable state or federal regulations. The Vendor shall support the State, as necessary, to promptly replace any such products, at no cost to the State.

6.7 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for the duration of the contract term.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

7.0 ATTACHMENTS****IMPORTANT NOTICE******RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING**FURNISH AND DELIVER:** Varieties listed in Attachment I. Quantities below are estimates and are not guaranteed.

LINE ITEM	EST. QTY.	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2,000	Lbs.	Tall Fescue (only those varieties approved for NCDOT use as per Section 5.1 will be accepted. Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties. You must state the variety in the blank provided. Delivery point is Burgaw. Variety: _____	\$ _____	\$ _____
2	6,000	Lbs.	Tall Fescue (only those varieties approved for NCDOT use as per Section 5.1 will be accepted. Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties. You must state the variety in the blank provided. Delivery point is Carthage. Variety: _____	\$ _____	\$ _____
3	10,000	Lbs.	Tall Fescue (only those varieties approved for NCDOT use as per Section 5.1 will be accepted. Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties. You must state the variety in the blank provided. Delivery point is Graham. Variety: _____	\$ _____	\$ _____

4	3,000	Lbs.	Tall Fescue (only those varieties approved for NCDOT use as per Section 5.1 will be accepted. Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties. You must state the variety in the blank provided. Delivery point is Greenville. Variety: _____	\$ _____	\$ _____
5	15,000	Lbs.	Tall Fescue (only those varieties approved for NCDOT use as per Section 5.1 will be accepted. Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties. You must state the variety in the blank provided. Delivery point is Wilson. Variety: _____	\$ _____	\$ _____
6	750	Lbs.	Bermudagrass (Hulled). You must state the variety in the blank provided. Delivery point is Burgaw. Variety: _____	\$ _____	\$ _____
7	1,500	Lbs.	Bermudagrass (Hulled). You must state the variety in the blank provided. Delivery point is Greenville. Variety: _____	\$ _____	\$ _____
8	500	Lbs.	Bermudagrass (Unhulled). You must state the variety in the blank provided. Delivery point is Carthage. Variety: _____	\$ _____	\$ _____

9	15,000	Lbs.	Bermudagrass (Hulled). You must state the variety in the blank provided. Delivery point is Wilson. Variety: _____	\$ _____	\$ _____	
10	250	Lbs.	Centipede. You must state the variety in the blank provided. Delivery point is Burgaw. Variety: _____	\$ _____	\$ _____	
11	500	Lbs.	Centipede. You must state the variety in the blank provided. Delivery point is Carthage. Variety: _____	\$ _____	\$ _____	
12	600	Lbs.	Centipede. You must state the variety in the blank provided. Delivery point is Greenville. Variety: _____	\$ _____	\$ _____	
13	500	Lbs.	Pensacola Bahiagrass. You must state the variety in the blank provided. Delivery point is Carthage. Variety: _____	\$ _____	\$ _____	
14	400	Lbs.	German Millet. You must state the variety in the blank provided. Delivery point is Burgaw. Variety: _____	\$ _____	\$ _____	
15	500	Lbs.	Seed Oats. You must state the variety in the blank provided. Delivery point is Burgaw. Variety: _____	\$ _____	\$ _____	

Total (Items 1-15): \$ _____

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found at the following link:
<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:
<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

ATTACHMENT D: RESERVED

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

MUST BE COMPLETED AND RETURNED WITH BID RESPONSE

ATTACHMENT H: VENDOR REQUEST FOR EO50 PRICE-MATCHING

Complete, sign, and return the Vendor Request for EO50 Price-Matching, which can be found at the following link:
<https://www.doa.nc.gov/pandc/onlineforms/pc-eo-50-vendor-price-matching-opportunity-92021-pdf/open>

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****

ATTACHMENT I: NCDOT APPROVED FESCUE AND BLUEGRASS VARIETIES**NCDOT FIELD AND GRASS SEED APPROVED VARIETIES LIST****(REVISED 01/2026)****APPROVED TALL FESCUE VARIETIES**

06 Dust	Darlington	Greenkeeper	Piedmont
2 ND Millennium	DaVinci	Gremlin	Plantation
3 RD Millennium	Desire	Greystone	Proseeds 5301
Avenger	Diablo	Guardian 21	Prospect
Bar Fa	Dominion	Guardian 41	Quest
Barlexas	Dynamic	Hemi	RainDance
Barlexas II	Dynasty	Honky Tonk	Raptor II
Barrera	Escalade	Hot Rod	Rebel IV
Barrington	Essential	Hunter	Rebel Exeda
Barrobusto	Evergreen 2	Inferno	Rebel Sentry
Barvado	Faith	Integrity	Regenerate
Biltmore	Falcon IV	Jaguar 3	Regiment II
Bingo	Falson NG	Jamboree	Rembrandt
Bizem	Falcon V	Justice	Rendition
Black Tail	Fat Cat	Kalahari	Reunion
Blackwatch	Fesnova	Kitty Hawk 2000	Rhambler 2 SRP
Blade Runner II	Fidelity	Legitimate	Riverside
Bonsai	Finelawn Elite	Lexington	RNP
Braveheart	Finelawn Xpress	LifeGuard	Rocket
Bravo	Finesse II	LSD	Saltillo
Bullseye	Firebird	Magellan	Scorpion
Cannavaro	Firecracker LS	Masterpiece	Serengeti
Catalyst	Firenza	Millennium SRP	Shelby
Cayenne	Five Point	Monet	Shenandoah III
Cezanne RZ	Focus	Mustang 4	Shenandoah Elite
Chipper	Forte	Naturally Green	Sheridan
Cochise IV	Garrison	Ninja 2	Sidewinder
Constitution	Gazelle II	Ol' Glory	Signia
Corgi	GLX Aced	Padre	Silver Hawk
Corona	Gold Medallion	Patagonia	Skyline
Coyote	Grande 3	Pedigree	Solara
Cumberland	Greenbrooks	Picasso	Southern Choice II

APPROVED TALL FESCUE VARIETIES (Continued)

Speedway	Terrano	Tulsa Time	Watchdog
Spyder LS	Thor	Turbo	Wolfpack II
Sunset Gold	Thunderstruck	Turbo RZ	Xtremegreen
Taccoa	Titanium LS	Tuxedo	
Tahoe II	Titan LTD	Ultimate	
Talladega	Tracer	Umbrella	
Tanzania	Traverse SRP	Van Gogh	
Temple	Trio	Venture	

APPROVED KENTUCKY BLUEGRASS VARIETIES

4-Season	Blue Coat	Granite	Prosperity
Alexa II	Blue Note	Hampton	Quantum Leap
America	Blue Velvet	Harmonie	Rambo
Apollo	Boomerang	Impact	Rhapsody
Aramintha	Cabernet	Jackrabbit	Rhythm
Arcadia	Champagne	Jefferson	Royce
Aries	Champlain	Juliet	Rubicon
Armada	Chicago II	Keeneland	Rugby II
Arrow	Corsair	Langara	Rush
Arrowhead	Courtyard	Legend	Shariz
Aura	Dauntless	Liberator	Showcase
Avid	Delight	Lunar	Skye
Award	Diva	Madison	Solar Eclipse
Awesome	Dynamo	Mazama	Sonoma
Bandera	Eagleton	Mercury	Sorbonne
Barduke	Emblem	Merlot	Starburst
Barnique	Empire	Midnight	Sudden Impact
Baron	Envicta	Midnight II	Thermal Blue
Baroness	Everest	Moon Shadow	Total Eclipse
Barrister	Everglade	Mystere	Touche
Barvette HGT	Excursion	Nu Destiny	Tsunami
Bedazzled	Freedom II	NuChicago	Valor
Belissimo	Freedom III	NuGlade	Washington
Bewitched	Front Page	Oasis	Zedor
Beyond	Futurity	Odyssey	Zinfandel
Blackjack	Gaelic	Perfection	
Bluebank	Ginney II	Pinot	
Blueberry	Gladstone	Princeton 105	

APPROVED FINE FESCUE VARIETIES

Aurora Gold	Firefly	Nordic	Rhino
Azay Blue	Gladiator	Oxford	Scaldis II
Beacon	Granite	Predator	Spartan II
Berkshire	Heron	Quatro	Stonehenge
Beudin	Jetty	Reliant II	Sword
Blueray	Minimus	Reliant IV	Warwick
Chariot	Miser	Rescue 911	
Eureka II	Nancock	Resolute	