

STATE OF NORTH CAROLINA

Department of Transportation

Invitation for Bid #: #54-SBG-PR9786

FIELD AND GRASS SEED

Date Issued: August 15, 2024

Bid Opening Date: August 26, 2024

At 2:00pm ET

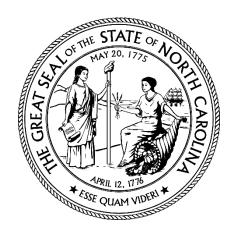
Direct all inquiries concerning this IFB to:

Samantha Bryant Green

Procurement Specialist III

Email: slbryant3@ncdot.gov

Phone: 919-707-2630



STATE OF NORTH CAROLINA

Invitation for Bids

54-SBG-PR9786

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://vendor.ncgov.com/vendor/login

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA				
Depa	rtment of Transportation			
Refer <u>ALL</u> Inquiries regarding this IFB to:	Refer <u>ALL</u> Inquiries regarding this IFB to: Invitation for Bids # 54-SBG-PR9786			
Samantha Bryant Green	amantha Bryant Green Bids will be publicly opened: August 26, 2024 at 2:00pm ET			
(919)707-2630				
slbryant3@ncdot.gov				
Using Agency: Department of Transportation	Commodity No. and Description: 101517 – FIELD AND GRASS SEED			
Requisition No.: PR9786				

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 shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted.

and the executed sign and prior to calculate and in the		<u></u>	x: x x
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 ABO	OVE (SEE INSTRUCTIONS	S TO VENDORS ITEM #21):	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Ver: 11/2023

Bid Number: #54-SBG-PR9786-Field and Grass Seed	Vendor:
VALIDITY PERIOD	
, , , , ,	ening, unless otherwise stated here: days, or if extended by I be made in writing, effective upon receipt by the agency issuing this
BID ACCEPTANCE	
If your bid is accepted, all provisions of this IFB, along with the wr	ritten results of any negotiations, shall constitute the written agreement
between the parties ("Contract"). The NORTH CAROLINA GENER	AL 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	_, 2024, as indicated
by	
(Authorized Representative of Department of Transportation)	

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Bid No	ımber:	#54-SB	G-PR9	786-Fiel	d and	Grass	Seed
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Vendor:			
vendor:			

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 Fall 2024 Field and Grass Seed.

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

1.1 CONTRACT TERM

The Contract shall have a term beginning with the date of final Contract execution (the "Effective Date") through December 31, 2024.

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 or 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 contact 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 nonresponsive.

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	August 15, 2024
Submit Written Questions	Vendor	August 20, 2024 at 12:00PM ET
Provide Responses to Questions	State	August 21, 2024 at 12:00PM ET
Submit Bids	Vendor	August 26, 2024 at 2:00PM ET
Contract Award	State	TBD

Join the meeting now

Meeting ID: 296 445 814 143

Passcode: Ga9Njv

Dial in by phone

+1 984-204-1487,,534067920# United States, Raleigh

Find a local number

Phone conference ID: 534 067 920#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 119 173 437 6

More info

For organizers: Meeting options | Reset dial-in PIN

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 <u>slbryant3@ncdot.gov</u> by the date and time specified above. Vendors will enter "IFB # **54-SBG-PR9786** Questions" as the subject for the email. Question submittals will include a reference to the applicable IFB section and be submitted in a 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 proposal 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.

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, along with the entire body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Completed version of ATTACHMENT A: PRICING FORM
- d) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- e) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- h) 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-SBG-PR9786". 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.

Bid Number: #54-SBG-PR9786-Field and Grass Seed	Vendor:
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The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) NCDA&CS North Carolina Department of Agriculture and Customer Services
- b) NCDOT North Carolina Department of Transportation
- c) LABELING ANALYSIS: information needed to verify the quality and amount of seed in the lot.
- d) **LOT** A grouping of similar products within this IFB.
- e) 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 or awards 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 purchaser 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 purchaser 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.

Vendor:			

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

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- 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

Ver: 11/2023

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.

4.2 ESTIMATED QUANTITIES

The quantities indicated herein are annual estimates only and are provided for informational purposes based on the anticipated usage. 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 more than 50% of the 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 REFERENCES

Vendors shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, within five (5) consecutive days upon NCDOT's request.

4.5 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 or email, the DOT Representative'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.

4.6 DELIVERY

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

Delivery Point: Asheville - 1409 Riverside Drive, Asheville, NC 28804

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

Delivery Point: Charlotte - 7703 District Drive, Charlotte, NC 28213

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

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

Delivery Point: Marion – 3931 NC 226 South, Marion, NC 28752

Delivery Point: North Wilkesboro - 606 Statesville Road, North Wilkesboro, NC 28569

Delivery Point: Reidsville - 225 County Home Road, Reidsville, NC 27320

Delivery Point: Shelby – 2312 Kings Road Extension, Shelby, NC 28152

Delivery Point: Sylva - 20 Division of Highway Drive, Sylva, NC 28779

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

Vendor should complete delivery within ten (10) consecutive calendar days after receipt of purchase order.

<u>For completion by Vendor:</u> 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.

4.7 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.

4.8 PACKAGING

Furnishing and delivering of these 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.

4.9 TESTING

Seed will be sampled by the NCDA&CS at the vendor in-state warehouse and tested to determine conformity with the specifications PRIOR to seed being shipped to the various locations. Vendor shall supply an independent laboratory report to



NCDA&CS upon collection of each lot to be sampled. Testing performed by the NCDA&CS requires 10-14 days for purity. Germination testing may require up to an additional 28 days.

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

TZ testing may be performed at the request of the vendor but will not be standard procedure. Payment for the TZ test to NCDA&CS will be made by the vendor. If the TZ test is accepted by NCDOT, shipment may be made with internet approval from NCDOT Materials and Test Unit. However, payment will not be released until the final germination report is received by NCDOT. If seed lots are found to be deficient in pure live seed, based on found purity and germination by the NCDA&CS, it will be the vendor's responsibility to remove the seed from the location(s) at no cost to the State and replace with seed that does meet specifications, or at the sole discretion of the State, the invoice will be reduced by the percentage that the seed is deficient.

NCDA&CS official germination test results, for cool season lawn seeds and mixtures of cool season lawn seeds, will be valid for a 15-month period. Seed tested and not delivered within the 15 months after testing shall be retested for re-verification of germination by the company at no additional cost to the State. All warm season seed testing will remain during the 9-month validation period.

4.10 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**.

4.11 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.

4.12 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction

Each Vendor shall certify it is financially stable by completing the **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential performance issues from contracting with a Vendor that is financially unstable. This Certification shall be deemed continuing, and from the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

Bid Number: #54	SBG-PR9786-Field	and Grass Seed
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4.13 AGENCY INSURANCE REQUIREMENTS

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

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	

5.2 **DEVIATIONS**

The nature of all deviations from the <i>Specifications and Requirements</i> 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 and
Requirements, and the successful Vendor shall be held responsible for supplying conforming goods. Deviations shall be
explained in detail below or on an attached sheet. However, no implication is made or intended by the State that any deviation
will be acceptable. Do <u>not</u> list objections to the General Contract 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

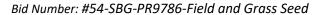
6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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 invoicing, availability, and delivery.

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



6.2 INVOICES

Vendor shall invoice the Using Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Using Agency with an invoice for each order. Invoices shall include detailed line-item information to allow the Using Agency to verify pricing at the 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, Purchase Order Number, Order Date, Manufacturer Part Numbers, Material/Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

6.3 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.

6.4 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.

6.5 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.

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Vendor:			
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*IMPORTANT NOTICE**

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

7.0 ATTACHMENTS

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: Varieties listed in Attachment I.

Item #	QTY.	UOM	DESCRIPTION	UNIT PRICE	PRICE
1	4,000	Lbs.	Tall Fescue Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties. State the variety in the blank provided. Delivery point is Asheville. Variety:	\$	\$
2	4,000	Lbs.	Tall Fescue Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties. State the variety in the blank provided. Delivery point is Carthage. Variety:	\$	\$
3	5,000	Lbs.	Tall Fescue Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties. State the variety in the blank provided.	\$	\$

			Delivery point is Graham.	
			Variety:	
4	5,000	Lbs.	Tall Fescue	\$ \$
			Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties.	
			State the variety in the blank provided.	
			Delivery point is Greenville.	
			Variety:	
5	8,000	Lbs.	Tall Fescue	\$ \$
			Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties.	
			State the variety in the blank provided.	
			Delivery point is Marion.	
			Variety:	
6	5,000	Lbs.	Tall Fescue	\$ \$
			Mixtures will be accepted as long as they consist solely of approved Tall Fescue varieties.	
			State the variety in the blank provided.	
			Delivery point is Reidsville.	
			Variety:	
7	4,000	Lbs.	Tall Fescue	\$ \$
			Mixtures will be accepted as long as they consist solely of	

Vendor:

			approved Tall Fescue varieties. State the variety in the blank provided.	
			Delivery point is Reidsville.	
			Variety:	
8	20,000	Lbs.	Tall Fescue	\$ \$
			Mixtures will be accepted as long as they consist solely of approved Tall Fescue	
			varieties.	
			State the variety in the blank provided.	
			Delivery point is Shelby.	
			Variety:	
9	500	Lbs.	Tall Fescue	\$ \$
			Mixtures will be accepted as long as they consist solely of approved Hard Fescue varieties.	
			State the variety in the blank provided.	
			Delivery point is Wilson.	
			Variety:	
10	1,000	Lbs.	Hard Fescue	\$ \$
			Mixtures will be accepted as	
			long as they consist solely of approved Hard Fescue	
			varieties.	
			State the variety in the blank provided.	
			Delivery point is Charlotte.	
			Variety:	

11	2,000	Lbs.	Hard Fescue	\$ \$
			Mixtures will be accepted as long as they consist solely of approved Hard Fescue varieties. You must state the variety in the blank provided. Delivery point is North Wilkesboro. Variety:	
12	5,000	Lbs.	Hard Fescue Mixtures will be accepted as long as they consist solely of approved Hard Fescue varieties. State the variety in the blank provided. Delivery point is Shelby. Variety:	\$ \$
13	500	Lbs.	Kentucky Bluegrass Mixtures will be accepted as long as they consist solely of approved Kentucky Bluegrass varieties. State the variety in the blank provided. Delivery point is Charlotte. Variety:	\$ \$
14	1,000	Lbs.	Kentucky Bluegrass Mixtures will be accepted as long as they consist solely of approved Kentucky Bluegrass varieties.	\$ \$

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				State the variety in the blank provided.		
				Delivery point is North Wilkesboro.		
				Variety:		
	15	1,000	Lbs.	Unpulled Bermudagrass.	\$	\$
				State the variety in the blank provided.		
				Delivery point is Carthage.		
				Variety:		
	16	500	Lbs.	Bermudagrass (Hulled).	\$	\$
				State the variety in the blank provided.		
				Delivery point is Carthage.		
				Variety:		
	17	2,500	Lbs.	Bermudagrass (Hulled).	\$	\$
				State the variety in the blank provided.		
				Delivery point is Greenville.		
				Variety:		
	18	1,500	Lbs.	Bermudagrass (Hulled).	\$	\$
				State the variety in the blank provided.		
				Delivery point is Wilson.		
				Variety:		
	19	500	Lbs.	Centipede.	\$	\$
				State the variety in the blank provided.		
				Delivery point is Carthage.		
-					•	

			Variety:	
20	1,000	Lbs.	Centipede. State the variety in the blank provided. Delivery point is Greenville. Variety:	\$ \$
21	1,250	Lbs.	Centipede. State the variety in the blank provided. Delivery point is Wilson. Variety:	\$ \$
22	500	Lbs.	Rye Grain. State the variety in the blank provided. Delivery point is Shelby. Variety:	\$ \$
23	1,000	Lbs.	Seed Oats. State the variety in the blank provided. Delivery point is Shelby. Variety:	\$ \$
24	500	Lbs.	Korean Lespedeza. State the variety in the blank provided. Delivery point is Charlotte. Variety:	\$ \$
25	500	Lbs.	Sericea Lespedeza. State the variety in the blank provided.	\$ \$

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			Delivery point is North Wilkesboro. Variety:	
26	500	Lbs.	Sericea Lespedeza. State the variety in the blank provided.	\$ \$
			Delivery point is Shelby. Variety:	

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Bid Number: #54-SBG-PR9786-Field and Grass Seed Vendor:	
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ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment

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/form-north-carolina-general-terms-and-conditions-11-2023/open

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download (RETURN WITH IFB)

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link: https://ncadmin.nc.gov/media/15503/open

(RETURN WITH IFB)

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/form-location-workers-09-2021/download

(RETURN WITH IFB)

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link: https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download (RETURN WITH IFB)

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/form-vendor-price-matching-opportunity-09-2021/download (RETURN WITH IFB IF APPLICABLE)

*** 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 01/2024)

APPROVED TALL FESCUE VARIETIES

06 Dust	Darlington	Greenkeeper	Piedmont
2 ND Millennium	DaVinci	Gremlin	Plantation
and3 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

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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	Freedon III	NuGlade	Washington
Bewitched	Front Page	Oasis	Zedor
Beyond	Futurity	Odyssey	Zinfandel
Blackjack	Gaelic	Perfection	
Bluebank	Ginney II	Pinot	
Blueberry	Gladstone	Princeton 105	
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APPROVED FINE FESCUE VARIETIES

Aurora Gold	Firefly	Nordic	Rhino
Azay Blue	Gladiator	Oxford	Scaldis II
Beacon	Granite	Predator	Spartan II

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Vendor:

Berkshire	Heron	Quatro	Stonehenge
Beudin	Jetty	Reliant II	Sword
Blueray	Minimus	Reliant IV	Warwick
Chariot	Miser	Rescue 911	
Eureka II	Nancock	Resolute	