

Gulf Stream

Tomato Hybrid

A fresh market, heat-tolerant tomato hybrid with resistance to *tomato spotted wilt virus* (TSWV). Developed by the University of Florida and offered for exclusive license by Florida Foundation Seed Producers, Inc.



Florida Foundation Seed Producers, Inc. (FFSP) invites your company to submit a proposal for exclusive license of this new, tomato hybrid by following the instructions contained in this packet. The deadline for FFSP receipt of all required materials is Friday, April 4, 2008 at 5pm Eastern Standard Time. For more information, please contact FFSP at itn@ffsp.net.

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Gulf Stream

Cultivar Description

Gulf Stream (experimental line number 'Fla. 8363') is a fresh market hybrid tomato (*Solanum lycopersicum* L.) that has been developed under the University of Florida's Institute of Food and Agricultural Sciences tomato breeding program, under the direction of Dr. J.W. Scott. **Gulf Stream** is a heat-tolerant hybrid tomato with resistance to *tomato spotted wilt virus* (TSWV). The hybrid appears well adapted to the southeastern U.S. where TSWV has been problematic, and it has done well in trials in Turkey and other Eastern European countries. Its ability to set fruit under high temperature conditions may also make it an attractive cultivar choice on the peninsula of Florida, where TSWV has not been of economic importance. Yields of total marketable and extra large fruit for **Gulf Stream** have consistently been among the best group of cultivars in trials in North Florida (Quincy) (Tables 1-3). It also yielded well in a fall trial at the Gulf Coast Research and Education Center. **Gulf Stream** had the top yield numerically in a very stressful Fall 2007 North Florida trial where it yielded significantly better than many released cultivars including several with tomato spotted wilt resistance (TSWV). The heat-tolerant fruit setting of **Gulf Stream** should provide for reliable fruit setting ability under high temperatures in the fall and under cool temperatures as well since there is often such a relationship in heat-tolerant tomatoes. **Gulf Stream** performed very well in an observation trial in Fletcher, NC in summer 2007 (Scott, unpublished). Thus, indications are that this hybrid will compete well with existing TSWV resistant cultivars in the southeastern US where this disease is a serious problem. Fruit firmness has been comparable to existing cultivars grown in Florida (Table 5). Exterior color tends to be a darker red than most cultivars to which it was compared (Table 5). Overall, internal color is similar to most commonly grown cultivars but a deeper red than some (Table 5). Data in Table 6 indicate **Gulf Stream** has low stem scar water uptake and thus is tolerant to bacterial soft rot. However, one of the parents, has high uptake (data in another experiment not shown) while the other has low uptake (Table 6) and this would indicate that the hybrid water uptake would be intermediate as would the soft rot tolerance. The TSWV resistance of **Gulf Stream** is verified in Table 7. Resistance is due to the *Sw-5* gene, and this can be selected with one of the linked molecular markers that are commonly used.

Disease Resistance

- ◆ **Gulf Stream** is resistant to:
 - ◆ *Tomato spotted wilt virus* (TSWV)
 - ◆ Standard Fusarium wilt races 1 & 2
 - ◆ Verticillium wilt
 - ◆ Gray leafspot

**Table 1: Variety Trial Results: Quincy, Florida
(Fall 2007)**

Entry	Source	Marketable yield (25 lb boxes/a)			Marketable (%)	Fruit wt. (oz)
		Large	Extra Large	Total		
Gulf Stream	GCREC	244 b-d^z	1094 a	1455 a	74.7 ab	6.8 ab
BHN 602	BHN	263 bc	1056 ab	1422 a	61.3 de	7.1 a
Red Defender	Harris Moran	421 a	727 b-f	1388 a	69.5 a-d	5.7 f-h
Bella Rosa	Sakata	263 bc	1001 a-c	1368 ab	68.0 a-d	6.8 ab
Talladega	Syngenta	261 bc	931 a-d	1302 a-c	66.0 b-d	6.9 ab
Fla. 8314	GCREC	244 b-d	912 a-d	1263 a-d	68.0 a-d	6.6 a-c
Fla. 8367	GCREC	296 b	750 b-f	1180 a-e	76.5 a	6.2 b-f
NC 05232	NCS	201 b-e	874 a-e	1170 a-e	73.8 ab	6.7 a-c
Quincy	Seminis	234 b-e	674 c-g	1067 a-f	71.4 a-c	6.3 b-f
RFT 4971	Syngenta	247 b-d	687 c-f	1064 a-f	63.2 c-e	6.3 b-e
Crista	Harris Moran	242 b-d	687 c-f	1036 a-f	68.8 a-d	6.5 a-c
Phoenix	Seminis	233 b-e	635 d-g	956 b-f	61.5 c-e	6.4 b-d
Fla. 8413	GCREC	163 c-e	652 c-g	914 c-f	67.8 a-d	6.7 a-c
Solar Fire	Harris Moran	240 b-d	558 e-h	895 c-f	62.6 c-e	6.3 b-f
RFT 4974	Syngenta	208 b-e	548 e-h	873 d-f	66.1 b-d	6.4 b-d
Fletcher	NCS	250 b-d	433 f-h	839 ef	63.8 cd	5.7 f-h
FL 91	Seminis	149 de	556 e-h	783 ef	59.7 de	6.6 a-c
Tasti-Lee™	GCREC	253 b-d	331 gh	749 f	62.1 c-e	5.4 gh
FL 47	Seminis	215 b-e	405 f-h	743 f	65.3 b-d	5.8 d-g
Amelia	Harris Moran	133 e	526 e-h	730 f	61.6 c-e	6.7 a-c
Mountain Glory	NCS	173 c-e	418 f-h	705 f	61.4 de	6.0 c-f
Inbar	Hazera	218 b-e	263 h	643 f	54.1 e	5.1 h

^z Mean separation in columns by Duncan's Multiple Range Test, 5% level.

Unit Reporting: North Florida Research and Education Center, Quincy

Leader: S.M. Olsen and J.M. Snell

Planted: Seeded 2 July 2007; transplanted 2 Aug 2007

Harvested: 22 Oct – 7 Nov 2007; 3 harvests

Comments: In-row spacing 20 inches, between row spacing 6 feet, drip irrigation under white on black VIF mulch, fertilizer applied 195-60-195 lbs/a of N-P₂O₅-K₂O.

**Table 2: Variety Trial Results: Quincy, Florida
(Fall 2006)**

Entry	Source	Marketable yield (25 lb boxes/a)				Marketable (%)	Fruit wt. (oz)
		Medium	Large	Extra Large	Total		
Quincy	Seminis	215 ab ^z	596 a	1708 ab	2521 a	84.6 a	6.2 bc
Bella Rosa	Sakata	104 cd	310 b-d	1802 a	2217 ab	79.3 ab	6.7 a-c
Tasti-Lee™	GCREC	167 bc	460 a-c	1527 a-c	2154 ab	80.6 ab	6.2 bc
RFT 4971	Syngenta	176 a-c	456 a-c	1445 a-c	2077 ab	83.8 a	6.3 bc
Fla. 8367	GCREC	146 b-d	315 b-d	1610 a-c	2072 ab	81.0 ab	6.5 a-c
Phoenix	Seminis	124 b-d	357 b-d	1489 a-c	1971 ab	77.6 ab	6.6 a-c
FL 91	Seminis	81 cd	271 cd	1613 a-c	1965 ab	79.2 ab	6.8 ab
Gulf Stream	GCREC	62 d	292 b-d	1550 a-c	1904 ab	80.0 ab	6.7 a-c
Amelia	Harris Moran	79 cd	281 b-d	1525 a-c	1887 ab	70.9 ab	6.8 ab
NC 03289	NCS	135 b-d	346 b-d	1395 a-c	1876 ab	77.6 ab	6.4 bc
Fla. 8314	GCREC	152 b-d	353 b-d	1364 a-c	1870 ab	73.8 ab	6.3 bc
Solar Fire	Harris Moran	76 cd	333 b-d	1321 a-c	1731 ab	74.3 ab	7.4 a
RFT 4974	Syngenta	104 cd	330 b-d	1278 a-c	1714 ab	74.6 ab	6.6 a-c
HMX 5825	Harris Moran	143 b-d	394 a-c	1154 a-c	1692 ab	76.4 ab	6.0 b-d
Crista	Harris Moran	99 cd	299 b-d	1178 a-c	1577 ab	76.1 ab	6.5 a-c
XTM 3301	Sakata	58 d	237 cd	1280 a-c	1576 ab	66.9 b	6.7 a-c
NC 056	NCS	120 b-d	249 cd	1204 a-c	1574 ab	78.4 ab	6.4 bc
HA 3074	Hazera	262 a	502 ab	775 cd	1540 ab	69.1 b	5.3 d
Talladega	Syngenta	89 cd	285 b-d	1136 a-c	1511 ab	67.2 b	6.4 bc
FL 47	Seminis	89 cd	274 cd	955 b-d	1320 bc	76.0 ab	6.4 bc
MHA 3617	Hazera	59 d	133 d	305 d	498 c	47.4 c	5.9 cd

^z Mean separation in columns by Duncan's Multiple Range Test, 5% level.

Unit Reporting: North Florida Research and Education Center, Quincy

Leader: S.M. Olsen and J.M. Snell

Planted: Seeded 28 June 2006; transplanted 31 July 2006

Harvested: 23 Oct – 14 Nov 2006; 3 harvests

Soil: Orangeburg loamy fine sand

Comments: In-row spacing 20 inches, between row spacing 6 feet, drip irrigation under white on black polyethylene mulch, fertilizer applied 195-60-195 lbs/a of N-P₂O₅-K₂O.

**Table 3: Variety Trial Results: Quincy, Florida
(Spring 2007)**

Entry	Source	Marketable yield (25 lb boxes/a)				Marketable (%)	Fruit wt. (oz)
		Medium	Large	Extra Large	Total		
NC 0377	NCS	73 c-f ^z	241 d-g	2732 a	3046 a	84.1 a	8.0 b-e
BHN 640	BHN	129 b	391 ab	2458 ab	2978 a	76.6 a-d	7.1 de
BHN 444	BHN	68 d-f	234 d-h	2358 a-d	2660 ab	76.2 a-d	7.9 c-e
BHN 602	BHN	44 d-g	271 c-f	2295 a-d	2610 ab	77.7 a-d	7.8 c-e
Fla. 7964	GCREC	58 d-g	297 b-e	2194 a-e	2549 ab	73.1 b-e	6.8 de
Quincy	Seminis	41 d-g	185 f-g	2318 a-d	2544 ab	77.1 a-d	8.2 b-e
FTM-05-S145	Sakata	8 g	53 fl	2433 a-c	2494 ab	73.2 b-e	9.4 ab
Gulf Stream	GCREC	27 e-g	175 f-j	2277 a-d	2479 a-d	70.9 b-f	8.1 b-e
FTM-05-S142	Sakata	116 bc	345 a-c	1999a-e	2460 ab	80.1 ab	7.3 c-e
FTM-05-S230	Sakata	150 ab	331 a-d	1946 b-e	2427 a-c	71.5 b-f	7.0 de
NC 0718	NCS	42 d-g	143 g-l	2218 a-e	2403 a-c	71.6 b-f	8.3 b-d
Red Defender	Harris Moran	68 d-f	206 e-i	2043 a-e	2317 a-c	71.9 b-f	6.9 de
NC 0392	NCS	49 d-g	166 f-j	2082 a-e	2297 a-c	78.1 a-c	7.4 c-e
Amelia	Harris Moran	34 d-g	130 h-l	2088 a-e	2252 a-c	79.2 ab	8.9 a-c
Bella Rosa	Sakata	37 d-g	143 g-l	2062 a-e	2242 a-c	71.2 b-f	8.2 b-e
FTM-05-S468	Sakata	178 a	406 a	1654 c-f	2238 a-c	72.7 b-f	6.6 e
Fla. 8367	GCREC	23 fg	118 i-l	1902 b-e	2043 b-d	63.3 f	8.0 b-e
RFT 4974	Syngenta	46 d-g	174 f-j	1778 b-f	1998 b-d	64.7 ef	7.8 c-e
Redline	Syngenta	41 d-g	171 f-j	1769 b-f	1981 b-d	68.9 c-f	7.2 de
NC 05137	NCS	75 c-e	215 e-i	1677 b-f	1967 b-d	75.6 a-d	7.2 de
NC 056	NCS	42 d-g	155 g-k	1759 b-f	1956 b-d	73.2 b-e	7.6 c-e
SVR 017211400	Seminis	11 g	46 l	1884 b-e	1941 b-d	66.3 ef	9.9 a
Crista	Harris Moran	80 cd	161 g-j	1657 c-f	1898 b-d	76.0 a-d	7.5 c-e
NC 05232	NCS	74 c-f	196 e-j	1610 d-f	1880 b-d	78.3 ab	7.5 c-e
Talladega	Syngenta	30 d-g	132 g-l	1482 ef	1644 cd	68.5 d-f	7.7 c-e
Phoenix	Seminis	34 d-g	127 h-l	1117 f	1278 d	65.5 ef	7.8 c-e
FL 47	Seminis	25 e-g	93 j-l	388 g	506 e	50.0 g	7.0 de

^z Mean separation in columns by Duncan's Multiple Range Test, 5% level.

Unit Reporting: North Florida Research and Education Center, Quincy

Leader: S.M. Olsen and J.M. Snell

Planted: Seeded 16 Feb 2007; transplanted 23 March 2007

Harvested: 18-27 June 2007; 2 harvests

Soil: Orangeburg loamy fine sand

Comments: In-row spacing 20 inches, between row spacing 6 feet, drip irrigation under black polyethylene mulch, fertilizer applied 195-60-195 lbs/a of N-P₂O₅-K₂.

Table 4: Marketable Yield and Culls

Hybrids	Marketable Yield (11.3 kg cartons/0.405 HA)	Fruit Size (g)	Culls (% by wt.)
Fla. 8367	2660 a ^z	232 a-c	15 d
Fla. 8314	2263 ab	204 cd	17 d
Gulf Stream	1752 a-c	207 cd	26 cd
Scarlet Red	1613 bc	204 cd	35 bc
Florida 47	1382 b-d	187 d	34 bc
Solar Fire	1219 b-d	215 b-d	19 cd
Sebring	1085 cd	218 b-d	31 c
Crista	1040 cd	204 cd	50 ab
Phoenix	1030 cd	261 a	27 cd
Florida 91	423 d	249 ab	52 a

GCREC, Fall 2006

z Mean separation in columns by Duncan's Multiple Range Test at P_≤0.05.**Table 5: Firmness, External and Internal Color**

Season	Hybrid	Firmness ^z (mm deformation)	External color		Internal color	
			L*	Hue angle	L*	Hue angle
Fall 2006	Florida 47	3.2a ^z	42.7 a	45.6 a	40.3 b	41.7 a
	Gulf Stream	2.7 b	40.2 c	42.8 b	39.0 bc	40.9 a
	Florida 91	2.6 b	41.4 b	44.8 a	42.6 a	42.3 a
	Solar Fire	2.4 b	41.5 b	45.6 a	38.1 c	39.0 b
Spring 2005	Carson	3.4 a	40.2 b	40.8 d	42.4	41.5 b
	Sebring	2.6 b	41.8 a	45.9 a	41.6	40.1 b
	Florida 47	2.5 b	41.5 a	44.5 b	44.3	45.1 a
	Gulf Stream	2.4 b	40.1 b	39.9 d	41.9	42.0 b
	Sanibel	2.4 b	41.2 a	42.4 c	44.3	45.2 a

Two Seasons in Balm, FL (Fall 2006, Spring 2005)

z Mean separation in columns by Duncan's Multiple Range Test at P_≤0.05.

Note lower deformation means greater firmness, lower L scores means darker color, and lower hue angles means a more red color

Table 6: Water Uptake for Mature, Green Fruit

Cultigen	Water uptake^z
Florida 91	1.50 a ^y
Florida 47	1.34 ab
Fla. 8249	1.21 bc
Sanibel	1.10 bc
Gulf Stream	1.05 c
Solar Fire	0.99 c

Balm, FL, Fall 2007

^z Fruit submerged in water at 3 psi for 2 minutes in a pressure cooker. Dta are (wt. out-wt. in/wt. in)*100

^y Mean separation in columns by Waller-Duncan K-ratio t test at P ≤ 0.05.

Table 7: Tomato Spotted Wilt Virus (TSWV) Incidence

Hybrid^z	Plant no.	TSWV incidence (%)
Fletcher	48	0
BHN 44	48	0
BHN 602	48	0
Gulf Stream	48	0
Red Defender	48	0
Phoenix	48	65
Florida 47	48	82

Quincy, FL, Spring 2007

^z Phoenix and Florida 47 are susceptible, the others are resistant (Sw-5 gene)

Gulf Stream

Instructions for Submitting a Proposal

If your company is interested in obtaining an exclusive license for **Gulf Stream** tomato hybrid, all you need to do is complete the three steps on this checklist:

_____ Step 1: Carefully read the terms and conditions on the next two pages (pages 9 and 10) of this packet.

_____ Step 2: Complete and sign the Acknowledgement Form on page 11 of this packet, and fax it to Florida Foundation Seed Producers, ATTN: John Beuttenmuller, at 352-392-4965.

_____ Step 3: After we receive the Acknowledgment Form, we will send your company a questionnaire in which you may submit your proposal. Complete the questionnaire and e-mail, fax, or mail it back to Florida Foundation Seed Producers **before April 4, 2008 at 5pm EST**. Contact information can be found on the questionnaire.

We will objectively evaluate all companies' proposals and FFSP may grant an exclusive license to the company whose proposal best accomplishes FFSP's goals for this cultivar.

REMINDER: All materials must be received before **Friday, April 4, 2008 at 5pm EST**. Late proposals will not be accepted or considered.

Florida Foundation Seed Producers, Inc. (FFSP), a not-for-profit corporation acting on behalf of the Florida Agricultural Experiment Station (FAES), an agricultural research program of the University of Florida (University), hereinafter referred to as FAES offers the following Invitation to Negotiate (ITN).

GENERAL CONDITIONS:

INVITATION TO NEGOTIATE FORM - All proposals should be submitted on this FFSP Invitation to Negotiate Acknowledgment form with one (1) complete original proposal and three (3) complete photocopies in a sealed envelope, with the following information on the outside of the envelope: ITN number, date and time of ITN opening, and Company name, in order to be considered in the award. All I.T.N. response sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE I.T.N. RESPONSE PER ENVELOPE.)

1. **EXECUTION OF I.T.N.:** I.T.N. must contain a manual signature of authorized representative in the space provided above. I.T.N. must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by Proposer must be initialed. All I.T.N. proposals are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

2. **NO I.T.N. SUBMITTED:** If not submitting an I.T.N., respond by returning only this I.T.N. acknowledgment form, marking it "NO I.T.N. RESPONSE", and explain the reason in the space provided above. Failure to respond 3 times in succession without justification may be cause for removal of your company's name from the I.T.N. mailing list. NOTE: To qualify as a respondent, Proposer must submit a "NO I.T.N. RESPONSE", and it must be received no later than the stated I.T.N. opening date and hour.

3. **ITN DELIVERY** - If this ITN will be mailed through the U. S. Postal Service as regular mail, address the proposal to the PO Box as shown on the Invitation to Negotiate Acknowledgment Form.; or if the ITN proposal will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the proposal to the Building and room number as shown on the ITN Acknowledgment form.

4. **I.T.N. OPENING:** Shall be on the date, location and the time specified on the I.T.N. acknowledgement form. It is the Proposer's responsibility to assure that the I.T.N. response is delivered at the proper time and place of the I.T.N. opening. I.T.N. responses, which for any reason are not so delivered, will not be considered. NOTE: I.T.N. Notice of an unspecified Award may be posted electronically at (e.g. <http://FFSP.org>) listed as I.T.N.

5. **PROPOSAL WITHDRAWAL** - A Proposer may withdraw a submitted proposal at any time up to the deadline for submitting proposals. To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to the ITN contact before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

6. **INQUIRIES** - All changes, if necessary, shall be made by written addendum to the ITN. Any explanation desired by Vendors must be requested of the FFSP in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Vendor who has received a set of the ITN documents from the FFSP. The FFSP will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of this ITN. A verbal statement regarding same by any person shall be non-binding. The FFSP is not liable for any costs or actions resulting from the Proposer accepting verbal direction. Vendors obtaining ITN documents from any other source must notify the FFSP of their name, address, telephone, and facsimile numbers in order to receive any addenda. Direct all inquiries to the Germplasm Manager of FFSP.

7. **ERRORS** - The FFSP is not liable for any errors or misinterpretations made by the Proposer in responding to this Invitation to Negotiate.

8. **AMENDMENT AND CLARIFICATION** - FFSP reserves the unilateral right to amend this ITN in writing at any time. FFSP reserves the right to cancel or reissue the ITN at its sole discretion. Proposers will respond to the final written ITN and any exhibits, attachments, and amendments.

9. **ITN INTERPRETATION** - Interpretation of the wording of the ITN document submitted by the Proposer will be the responsibility of FFSP and that interpretation will be final and binding.

10. **PROPOSAL REJECTION:** FFSP shall have the right to reject any or all ITN proposals and in particular to reject a proposal not accompanied by data required by the ITN or in any way incomplete or

irregular, including omission of pricing. Conditional ITN proposals will not be accepted.

11. **PRICES, TERMS:** Proposers are expected to examine the project scope, specifications, schedule, proposed terms and all instructions pertaining to the ITN. Failure to do so will be at Proposers' risk. Prices proposed will govern in the award, however, Fees, Royalties and Price are not the only considerations in selection for the award.

12. **CONFLICT OF INTEREST:** Proposers must disclose with their proposal any actual or potential conflict of interest. All Proposers must disclose with their I.T.N. the name of any officer, director, or agent who is also an employee of FFSP or the University of Florida or any State Employee. Further, all Proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

13. **PERFORMANCE INVESTIGATIONS** - As part of the proposal evaluation process, the FFSP may make inquiries and investigations, including verbal or written references from vendor's customers, to determine the ability of the vendor to offer service.

14. **INDEPENDENT CONTRACTOR** - Nothing herein is intended or shall be construed as in any way creating or establishing the relationship of co-partners between the parties or in any way making the firm an agent or representative of FFSP for any purposes in any manner whatsoever. Firm is, and shall remain, an independent contractor with respect to all services performed under any License awarded as a result of this ITN.

15. **SELECTION:** As the best interest of FFSP acting on behalf of the Florida Agricultural Experiment Station may require, the right is reserved to make selections by individual item, group of items, all or none, or a combination thereof; to reject any and all I.T.N. proposals or waive any minor irregularity or technicality in I.T.N. proposals received. Proposers are cautioned to make no assumptions of acceptance, until receiving written notice and that Fees, Royalties and Price are not the only consideration in the award.

16. **AWARD:** Award shall be made to the responsive Proposer whose proposal is determined to be the most advantageous to FFSP. Price, although a consideration, will not be the sole determining factor. The FFSP is under no obligation to award a contract as a result of this ITN.

17. **CANCELLATION** - The FFSP by written notice may terminate this I.T.N. without penalty or cause, in whole or in part, when such action is deemed by FFSP to be in the best interest of the FFSP.

18. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or negotiation considerations shall be directed in writing to the Germplasm Manager. Inquiries must reference the date of I.T.N. opening and the I.T.N. number. No interpretations shall be considered binding unless provided in writing by the FFSP in response to requests in full compliance with this provision.

19. **LEGAL REQUIREMENTS:** This ITN and any contract resulting from this ITN, and any disputes thereunder, shall be construed exclusively in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. FFSP and Proposer hereby agree that venue shall lie exclusively in Alachua County, Florida. Applicable provision of all federal, state, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting an I.T.N. response hereto and the FFSP, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

20. **ADVERTISING:** In submitting an I.T.N, the Proposer agrees not to use the results therefrom as a part of any commercial advertising.

21. **ASSIGNMENT:** Any contract issued pursuant to this Invitation to Negotiate and the monies, which may become due hereunder, are not assignable except with the prior written approval of FFSP.

22. **LIABILITY and INDEMNITY** - The Proposer shall indemnify and hold FFSP, the University of Florida Board of Trustees, the Florida Board of Governors, and their respective employees, directors, officers, and agents harmless from all costs, expenses, claims, damages, penalties and losses (including without limitation reasonable attorneys' fees and experts' fees) arising out of, relating to or resulting from any contract awarded as a result of this ITN and from the Proposer or third persons planting or use of the FFSP materials.

23. **FACILITIES:** The FFSP reserves the right to inspect the Proposer's facilities at any time with prior notice.

24. **TERMINATION:** Upon termination of the project, FFSP shall give notice with instructions for return of sound samples, which include shipping authorization and name of carrier. Upon receiving a written request from FFSP, Proposer agrees to return to FAES sufficient sound samples as instructed. If no instructions are received from FFSP, the Proposer shall give 15 days notice to destroy all commodities to the FFSP Germplasm Property Manager. After 15 days, the entire supply of commodities shall be destroyed by the Proposer, without exception for other options or hold backs.

25. **RESERVATION OF RIGHTS - UF or FFSP shall retain sole rights, titles and ownership of the supplied Intellectual Property (IP), including all plant material and associated information provided in performance of the project and all current and future plant patents, plant variety protection (PVP), copyrights and trademarks. No one is permitted to file for IP protection, except UF, FFSP or their designees.. FFSP is enabled by UF/FAES to file for Intellectual Property protection and to contract out all forms of IP to commercial entities. Breeding or selection or modifications to the plant materials and IP supplied by employees of UF are prohibited.**

26. **CONFLICT BETWEEN DOCUMENTS:** If any terms and conditions contained within the documents that are a part of this I.T.N. or resulting contract that are in conflict with any other terms and conditions contained therein, then the various documents comprising this I.T.N. or resulting License, as applicable, shall govern in the following order of precedence: amendment, contract and addendum(s), addenda to invitation to negotiation, special conditions, general conditions, invitation to negotiate.

27. **EXPENSE – All proposals submitted in response to the ITN must be submitted at the sole expense of the Proposer, whether or not any agreement is signed as a result of this Invitation to Negotiate. Proposers will pay all costs associated with the**

preparation of proposals and necessary visits to campus and other required site visits.

28. **NO WARRANTIES. FFSP MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE MATERIALS, INCLUDING, WITHOUT LIMITATION, (I) THAT THE USE OF THE MATERIALS DOES NOT OR WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY, OR (II) THAT THE USE OF THE MATERIALS IS SAFE AND WITHOUT HAZARD. FFSP IS UNDER NO OBLIGATION TO OBTAIN OR PROVIDE LICENSES THAT MAY BE REQUIRED FOR THE USE OF THE MATERIALS BY PROPOSER.. IN ADDITION, PROPOSER SHALL ASSUME ALL RISKS RELATING TO, RESULTING FROM OR ARISING OUT OF THE USE OF THE MATERIALS.**

SPECIAL CONDITIONS:

29. **USE OF TERMS -** The terms proposer, cooperater, firm, vendor, company, and contractor are used synonymously in this ITN unless otherwise indicated.

30. **MISCELLANEOUS –** FFSP encourages free competition for the award. Any persons who may have a direct or indirect economic or business interest with any Proposer responding to the solicitation, is obligated to notify the Germ Plasm Manager (GPM) prior to accessing the ITN package contents and information and may be denied participation and access to the ITN. Any contract awarded as a result of this ITN shall be construed exclusively under Florida law. The parties agree that venue shall lie exclusively in Alachua County, Florida.

31. **CONTRACT –** This ITN, the written proposal submitted, and modifications to terms as negotiated and agreed to by the parties shall be incorporated into the final contract for consideration.

If your company is interested in pursuing an exclusive license for Gulf Stream tomato hybrid, please complete and sign this Acknowledgement Form agreeing to the above terms and conditions of the ITN process and fax it back to John Beuttenmuller, Florida Foundation Seed Producers, at (352) 392-4965. We will then send your company a questionnaire in which you submit your proposal.

SUBMIT I.T.N. TO:
 FLORIDA FOUNDATION SEED PRODUCERS, INC.
 ATTN: John Beuttenmuller
 1022 McCarty Hall D
 PO Box 110200
 GAINESVILLE, FL 32611 0200
 Phone: (352) 392-9446 Fax: (352) 392-4965



INVITATION TO NEGOTIATE

Acknowledgment Form

I.T.N. PROPOSAL IS DUE: Friday, April 4, 2008 at 5pm EST Proposal may not be withdrawn within <u>45</u> days after such date and time.		I.T.N. PROPOSAL NO. ITN 08-03
FFSP ANNOUNCED DATE: February 21, 2008	AGENT John Beuttenmuller	I.T.N. PROPOSAL TITLE: Gulf Stream Tomato Hybrid
PROPOSER'S NAME		
PROPOSER'S MAILING ADDRESS (Phys)		
CITY - STATE - ZIP CODE		
AREA CODE	TELEPHONE NO.	E-Mail: Website:
	TOLL FREE NO.	
	FAX NO.	

Is it acceptable to send your ITN questionnaire via e-mail? Yes No

If no, what method should we use to send it? _____

I certify that this I.T.N. Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an I.T.N. Proposal for the same materials and is in all respects fair and without collusion or fraud. I agree to an I.T.N. proposal by all conditions of this I.T.N. Proposal and certify that I am authorized to sign this I.T.N. Proposal for the Proposer. Proposer certifies that he is in compliance with the wage and price standards established by the Executive Office of the President's Council on wage and price stability.

 AUTHORIZED SIGNATURE (Dated)

 AUTHORIZED SIGNATURE (TYPED),
 TITLE