



INVITATION TO NEGOTIATE

ITN14-26 - Screening of Advanced Selections of St. Augustinegrass for Rooting and Disease and Insect Responses

Florida Foundation Seed Producers, Inc. (FFSP) invites all interested parties to submit comments and/or proposals for the exclusive option agreement opportunity disclosed in this announcement. For more information, please contact FFSP at jholm@ffsp.net.

ITN Description and Specifications

- **ITN Title:** Screening of Advanced Selections of St. Augustinegrass for Rooting and Disease and Insect Responses
- **ITN No.:** ITN14-26
- **ITN Announcement Date:** November 17, 2014
- **ITN Proposal Due Date:** Friday, January 16, 2015, 12PM EST

Research Proposal:

The proposed research is aimed at further evaluation of 11 advanced, experimental lines of St. Augustinegrass. In the past two to three years, 20 or 30 (depending on location) St. Augustinegrass genotypes have been evaluated in replicated trials in Jay, Alachua, Citra, Cocoa Beach, and Belle Glade Florida; Tifton, Georgia; and Raleigh, North Carolina. These trials have been evaluated monthly for turf quality, and, at some locations, for density, color, winter color, fall dormancy, spring greenup, sod webworms, and large patch. Most of these experimental lines were also included in the 2012 SCRI trial. The SCRI program is a collaborative effort among the turfgrass breeding programs at UF, TX A&M, OK State, UGA and NC State. The program has two phases; in phase one, plants are planted in the summer and evaluated the following year for dry down response. Phase two uses the five best lines from phase one in a new, longer term trial with larger plots and more replications. Phase two trials will be in place for multiple years. The phase two trials from the 2012 SCRI entries (planted in 2012 with a dry down in 2013) were planted in 2014 and include three of the eight lines advanced from their performance in Florida trials. The Florida trial was also planted under a shade structure with 70% shade. The performance of the advanced selections in shade has been variable with some lines exhibiting excellent shade tolerance, some similar to and better than Palmetto and others similar to Floratam. None of the selections performed worse under shade than Floratam. Data from each of the above trials will continue to be collected until the selections are considered for approval of cultivar release by the UF/IFAS Cultivar Release Committee.

ITN Description and Specifications

Information Required Before Release:

Disease Responses:

Prior to consideration for release, more specific information is needed regarding the responses of these experimental lines under this project to Large Patch Disease and Take All Root Rot. Some field ratings of Large Patch have occurred, but naturally occurring disease symptoms on field plots are typically very inconsistent, requiring controlled inoculations in a growth chamber set for environmental conditions that are conducive to disease development. We have a set of controlled growth chamber data for Large Patch responses of many experimental lines of St. Augustinegrass, but not all eleven of the advanced lines under this particular project were included in this trial. Among the eleven experimental selections, five were tested along with Floratam, Captiva® brand 'NUF-76', and Palmetto. As expected, Floratam was one of the lines least sensitive and 'NUF-76' was more sensitive than most entries. Among the five selections that were included in this test, they ranged in sensitivity from similar to Floratam to similar to 'NUF-76'. Additional screening of Large Patch needs to be done on all eleven experimental selections under this project, and the test must be repeated several times to gain more accurate knowledge of how these lines respond to the Large Patch pathogen. Dr. Phil Harmon will oversee the Large Patch evaluations under this project.

A second disease of major importance that requires response information prior to consideration of release of a St. Augustinegrass cultivar is Take All Root Rot. To date, no testing has occurred for this disease for the experimental selections under this project. Testing for responses to Take All Root Rot will also be performed under the direction of Dr. Harmon.

Insect Responses:

Prior to consideration for release, more specific information is needed with respect to caterpillar feeding and chinch bug susceptibility of the eleven selections under this project. There have been a few evaluations of the field trials made during periods of caterpillar activity and variable responses have been observed within the trials. However, as mentioned for disease responses, controlled laboratory tests of caterpillar feeding are needed to more definitively determine the specific responses of the eleven selections under this project. The caterpillar trials will be conducted under the direction of Dr. Eileen Buss.

Additionally, we need to know how the eleven selections under this project will perform under chinch bug pressure. To date, no testing has occurred for chinch bug responses on these eleven selections. Chinch bug testing will occur under the direction of Dr. Buss.

ITN Description and Specifications

Information Required Before Release:

Rooting:

One short-term rooting study of experimental lines of St. Augustinegrass was previously conducted as part of an undergraduate research project. This project tested several lines that included Floratam, Palmetto, and four of the eleven advanced, experimental selections under this project. Root depth and root weight were evaluated in this study and selections ranged from better rooting compared to the commercial cultivars to similar rooting patterns. This experiment needs to be repeated several times for accuracy, and all eleven selections under this project need to be evaluated. Rooting evaluations will be conducted under the direction of Dr. Kenworthy.

Sod Production:

Planting material of the most promising three to four experimental lines under this project will be trialed with collaborating sod producers under Materials Transfer Agreements (MTAs). Sod producers will grow the experimental lines using their normal practices. Input sought from the sod growers will include initial establishment and coverage, harvestability (sod strength), regrowth, and installation success*.

**Installations: It is desired that sod producers will be allowed to harvest and install these areas into landscapes selected by the PI under MTAs that can be monitored by the PI, grower, and/or highly trusted landscape professionals to gain knowledge with respect to the performance of the selected lines in different environments and landscape settings.*

Objectives

Years 1-3:

1. Continue existing field trials.
2. Test the eleven advanced lines for disease, insect and rooting responses as described above.

Years 2-4:

1. Non-commercial, sod grower evaluation trials commence on the best three-to-four lines to identify the line(s) that meet expectations for establishment, harvesting, installation, and regrowth.

ITN Description and Specifications

Timeline

Year 1: 2015	<ul style="list-style-type: none"> • Continue Field Trials • Begin greenhouse/growth chamber inoculations for Large Patch and Take All Root Rot • Begin evaluations of caterpillar and chinch bug responses • Conduct rooting studies
Year 2: 2016	<ul style="list-style-type: none"> • Continue Field Trials • Continue greenhouse/growth chamber inoculations for Large Patch and Take All Root Rot • Continue evaluations of caterpillar and chinch bug responses • Continue rooting studies • Select the top three-to-four lines and begin experimental trials with collaborative sod producers under MTAs
Year 3: 2017	<ul style="list-style-type: none"> • Continue Field Trials • Continue greenhouse/growth chamber inoculations for Large Patch and Take All Root Rot • Continue evaluations of caterpillar and chinch bug responses • Continue rooting studies • Producers trial small fields of the top performing lines under MTAs • Select landscapes will be identified for trial harvesting and trial landscape installations under MTAs
Year 4: 2018	<ul style="list-style-type: none"> • Producers continue evaluating performance under MTAs • Line(s) identified by PI for consideration for release by the UF/IFAS Cultivar Release Committee • Establish foundation fields

Budget

Expense	Year 1	Year 2	Year 3
Support for Dr. Harmon	\$15,000	\$15,000	\$15,000
Support for Dr. Buss	\$15,000	\$15,000	\$15,000
Support for Dr. Kenworthy	\$10,000	\$10,000	\$10,000
Total Research Needs	\$40,000	\$40,000	\$40,000

It is anticipated that funding under this agreement will come by way of a UF Research Service agreement and will include indirect costs. In consideration for funding the project, the Sponsor(s) will retain a first option, for consideration, a non-exclusive or exclusive license with a right to sublicense, on terms and conditions to be mutually agreed upon.

Instructions for Submitting Comments and/or Proposals

If you or your company is interested in commenting on and/or submitting a proposal for this exclusive option agreement opportunity, please complete the three steps on this list:

Step 1: Carefully read the general conditions of this announcement.

Step 2: Complete and sign the Acknowledgment Form(s) of this announcement and mail or fax to: Florida Foundation Seed Producers, Inc., Attn: Jim R. Holm, By U.S. Mail: PO Box 110200, Gainesville, FL 32611-0200, By Express Courier: G022 McCarty Hall D, Gainesville, FL 32611-0200, Fax: (877) 839-9162

Step 3: After FFSP receives the Acknowledgment Form(s), you will receive a sample questionnaire which you may use to submit your proposal(s). If you are only interested in commenting, please indicate such on your Acknowledgment Form(s), and submit your comments upon returning the Acknowledgment Form(s). All proposals and comments must be received by Florida Foundation Seed Producers, Inc. (By U.S. Mail: PO Box 110200, Gainesville, FL 32611-0200, By Express Courier: G022 McCarty Hall D, Gainesville, FL 32611-0200) prior to the ITN Proposal Due Date specified in the ITN Description and Specifications of this announcement.

All proposals and comments will be objectively and confidentially evaluated. FFSP is committed to evaluating proposals and comments using the following three (3) principles of the ITN process:

- 1. What is good for the State of Florida and its people?**
- 2. What is good for UF/IFAS?**
- 3. What is good for the breeder and the breeding program?**

NOTICE: Late proposals and/or comments will not be accepted or considered.

Florida Foundation Seed Producers, Inc. (FFSP), a non-profit corporation and direct support organization of the University of Florida (University) offers the following Invitation to Negotiate (ITN).

GENERAL CONDITIONS:

ITN FORM. All proposals should be submitted after submitting the FFSP ITN Acknowledgment Form. All proposals should be submitted 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 closing (as stated on Acknowledgment Form), and company name. All ITN responses must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE ITN RESPONSE PER ENVELOPE)

1. EXECUTION OF ITN. The ITN Acknowledgment Form must contain a manual signature of an authorized representative in the space provided. ITN proposals must be typed or printed in ink. Use of erasable ink or pencil is not permitted. All corrections made by Proposer must be initialed. All ITN proposals are subject to the conditions specified herein and those which do not comply are subject to rejection.

2. NO ITN SUBMITTED. If not submitting an ITN, respond by returning only the ITN Acknowledgment Form, marking it "NO ITN RESPONSE", and explain the reason in the space provided along with any comments. Failure to respond three (3) times in succession without justification may be cause for removal of your company's name from the ITN notification list. NOTE: To qualify as a respondent, Proposer must submit a "NO ITN RESPONSE", and it must be received no later than the stated ITN closing date and hour.

3. ITN DELIVERY. If ITN proposals are 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. ITN OPENING. Proposals shall be opened after the closing date and time specified on the ITN Acknowledgment Form. Proposers shall be responsible to assure that the ITN response is delivered at the proper time and place prior to the ITN closing. ITN responses, which for any reason are not so delivered, will not be considered. NOTE: ITN Notice of an unspecified award may be posted electronically at <http://FFSP.net> listed as ITN.

5. PROPOSAL WITHDRAWAL. A Proposer may withdraw a submitted proposal at any time up to the ITN closing. To withdraw a proposal, the Proposer must submit a written request, signed by an authorized representative, to FFSP before the ITN closing. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the ITN closing.

6. INQUIRIES. All changes, if necessary, shall be made by written addendum to the ITN. Any explanation desired by Proposers must be requested of 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 Proposer who has submitted an Acknowledgment Form to FFSP. 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. FFSP is not liable for any costs or actions resulting from the Proposer accepting verbal direction.

7. ERRORS. FFSP is not liable for any errors or misinterpretations made by the Proposer in responding to this ITN.

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 shall 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 financial considerations. 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 conflicts of interest. All Proposers must disclose with their ITN the name of any officer, director, or agent who is also an employee of FFSP or University 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, FFSP may make inquiries and investigations, including verbal or written references from Proposer's customers, to determine the ability of the Proposer 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 Proposer an agent or representative of FFSP for any purposes in any manner whatsoever. Proposer is, and shall remain, an independent contractor with respect to all services performed under any License or Research Agreement awarded as a result of this ITN.

15. SELECTION. As the best interest of FFSP acting as a direct support organization of the University 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 ITN proposals or waive any minor irregularity or technicality in ITN proposals received. Proposers are cautioned to make no assumptions of acceptance, until receiving written notice. Fees, Royalties and Price are not the only considerations 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. FFSP or University is under no obligation to award a contract as a result of this ITN.

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

18. INTERPRETATIONS/DISPUTES. Any questions concerning conditions or negotiation considerations shall be directed in writing to FFSP. Inquiries must reference the date of ITN closing and the ITN 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 without regard to conflict of laws provisions and enforced in the courts of the State of Florida. FFSP and Proposer hereby agree that venue shall lie exclusively in Alachua County, Florida.

20. ADVERTISING. In submitting an ITN proposal, the Proposer agrees not to use the results therefrom as a part of any commercial advertising.

21. ASSIGNMENT. Any contract issued pursuant to this ITN 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's or third persons' use of the FFSP licensed materials.

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

24. TERMINATION. Upon termination of the agreement that may result from the ITN, FFSP shall give notice with instructions for return of plant materials. Upon receiving a written request from FFSP, Proposer agrees to return to FFSP plant material as instructed. If no instructions are received from FFSP, the Proposer shall give fifteen (15) days notice to destroy all plant material to FFSP. After fifteen (15) days, all plant material shall be destroyed by the Proposer, without exception for other options or hold backs.

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

26. CONFLICT BETWEEN DOCUMENTS. If any terms and conditions contained within the documents that are a part of this ITN or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITN or resulting License or Research Agreement, 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 this ITN must be submitted at the sole expense of the Proposer, whether or not any agreement is signed as a result of this ITN. Proposers will pay all costs associated with the preparation of proposals and necessary visits to FFSP 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, (II) THAT A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS DO NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF THE MATERIALS, OR (III) 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. 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 you or your company is interested in commenting on and/or submitting a proposal for this exclusive option opportunity, please complete and sign this Acknowledgment Form agreeing to the terms and conditions of the ITN and fax it back to Florida Foundation Seed Producers, Inc. FFSP will then send your company a sample questionnaire which may be used for submission of your proposal.

SUBMIT ITN RESPONSE AND COMMENTS TO:
 FLORIDA FOUNDATION SEED PRODUCERS, INC.
 ATTN: Jim R. Holm
 G022 McCarty Hall D
 PO Box 110200
 Gainesville, FL 32611-0200
 Fax: (877) 839-9162

Acknowledgment Form



INVITATION TO NEGOTIATE

ITN NO.: ITN14-26	
ITN TITLE: SCREENING OF ADVANCED SELECTIONS OF ST. AUGUSTINEGRASS FOR ROOTING AND DISEASE AND INSECT RESPONSES	
PROPOSER NAME/COMPANY NAME:	PROPOSER CONTACT (NAME):
PROPOSER'S MAILING ADDRESS (Phys.):	CITY – STATE – ZIP CODE - COUNTRY:
TELEPHONE NO.:	EMAIL:
ALTERNATE TELEPHONE NO.:	WEBSITE:
FAX NO.:	

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

If no, what method should be used? _____

I certify that this ITN Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an ITN Proposal for the same materials and is in all respects fair and without collusion or fraud. I agree to be bound by all terms and conditions of this ITN Proposal and certify that I am authorized to sign this ITN Proposal for the Proposer.

SIGNATURE

DATE

NAME (TYPED), TITLE