



INVITATION TO NEGOTIATE

ITN17-02 - Comparative Evaluation of Zoysiagrass for Putting Green and Fairway Use

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

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ITN Description and Specifications

- **ITN Title:** Comparative Evaluation of Zoysiagrass for Putting Green and Fairway Use.
- **ITN No.:** ITN17-02
- **ITN Announcement Date:** May 10, 2017
- **ITN Proposal Due Date:** Wednesday, June 7, 2017, 12PM ET

Research Proposal

Introduction:

More golf courses are investing in the use of zoysiagrass for use on fairways and putting greens. Extensive testing must be performed prior to release and commercialization of new cultivars of zoysiagrass intended for use in the golf course industry. Desired characteristics for the golf course industry include disease resistance, primarily Rhizoctonia, shade tolerance and little thatch accumulation. Additionally, one of the most important factors considered by the golf course industry when selecting a new grass is playability, or ball roll speed.

The University of Florida's zoysiagrass breeding program under the direction of Dr. Kevin Kenworthy is seeking a sponsor for the evaluation of advanced and less-advanced zoysiagrass lines for potential release and use on golf course fairways and putting greens.

Objectives:

The primary objective of this project will be to evaluate the adaptation of advanced zoysiagrass lines (Table 1), both within Florida and outside of Florida. The sponsor will provide financial support for trials at three locations within Florida. It is desired that the sponsor assist the University of Florida zoysiagrass breeding program in additional evaluation of the advanced lines at sites or other university research locations outside of Florida. The sponsor will be responsible for site identification and financial support for trials outside of Florida. Adaptive evaluations may include fairway and putting green maintenance, disease resistance, shade tolerance and ball roll speed. Material transfer agreements between the University of Florida and locations within and outside of Florida will provide for transfer of advanced lines from the breeding program.

ITN Description and Specifications

Objectives (con't):

Another objective of this project will be to support the evaluation of less advanced lines (Table 1) at a single location. Additional funding will be required for future evaluation of these lines prior to consideration for release.

Site Layout, Installation and Management of Trials with Advanced Lines:

1. Plots will be planted with sprigs.
2. Sprigs will be produced and provided by Kevin Kenworthy.
3. Treatments: (5 putting green types + Diamond Zoysia; and 8 fairway types).
4. Plot size: 5 x 15 ft. for putting green types; 10 x 10 ft for fairway types.
5. Replications: 3.
6. Distance between plots: no borders between plots.
7. Total minimal test area: 1,350 sq. ft. for putting green types; 2,400 sq ft. for fairway types.
8. Locations: WFREC (Jay, FL), PSREU (Citra, FL), FLREC (Ft. Lauderdale, FL).
9. The soil at the site must be weed free, uniform and leveled.
10. Use a Pre-emergent herbicide for weed control and Irrigate after each application.
11. Use planting ratio of 35 bushels per 1,000 sq. ft.
12. After planting, apply a light topdressing to keep sprigs from moving to adjacent plots.
13. Irrigation should be applied at least once a day, until sprigs are actively growing, and subsequently as needed to encourage rapid establishment.
14. Fairway types will be mowed at ½" twice per week.
15. Putting green types will be mowed daily at 0.125".
16. Apply post-emergent herbicides as necessary.
17. Fertilize following IFAS guidelines.
18. Do not apply fungicides.

ITN Description and Specifications

Site Layout, Installation and Management of Trials with Less Advanced Lines:

1. Year 1: Nursery blocks of each line will be established in AFRU, Alachua, FL
2. Year 2 - 4: Establishment and evaluation of a replicated trial at PSREU, Citra, FL
 - A. Plots will be 5' x 5' with two or three replications.
 - B. Site preparation, planting/establishment, mowing, irrigation and management will occur as described above for the advanced trials.

Evaluation Criteria for Advanced and Less Advanced Trials:

Quality: Collect monthly overall appearance of the turf, incorporating density, texture, uniformity, color, diseases and insect damage. 1-9, where 9 = highest quality.

Color: Genetic color, note yellowing or browning due to mower injury, drought stress, etc. and taken when the grass is not under stress. 1-9, where 9 = darkest green color.

Seed heads: Record seed heads present. 1-9, where 9 = lowest number of seed heads.

Establishment: Percent of plot established.

Diseases: Submit diseased tissue for ID and rate the presence of diseases. 1-9 (1= severely affected; 9= no disease).

Insects: Grade insect presence or symptom using the following scale: 1-9 (1= severely affected; 9= no insect damage).

Late fall color retention: Grade the color during the fall using the following scale: 1-9 (1= brown/dormant; 9= dark green/non-dormant).

Early spring green-up: Grade the color during the spring using the following scale: 1-9 (1= brown/dormant; 9= dark green/non-dormant).

Drought resistance: Stop all supplemental irrigation at a specified date and separately rate for turf quality and leaf firing. (1= completely fired; 9= no leaf firing).

Ball speed: Record ball roll speed using a stimpmeter.

ITN Description and Specifications

Table 1. Experimental Zoysiagrass lines for Use on Putting Greens and Fairways

Advanced lines for trials at multiple locations:

Putting Green:

FAES 1301

FZ 1341

FZ 1357

FZ 1368

FZ 1501

Fairway:

FAES 1305

FAES 1306

FAES 1309

FAES 1329

FAES 1335

FAES 1337

BA 123

Less Advanced Lines:

FZ 1642 (2-6)

FZ 1643 (5-1)

FZ 1648 (7-2)

FZ 1649 (9-1)

FZ 1658 (16-6)

FZ 1661 (16-11)

FZ 1662 (16-13)

FZ 1664 (16-16)

FZ 1665 (16-15)

FZ 1666 (17-2)

FZ 1667 (17-4)

FZ 1668 (17-3)

FZ 1673 (29-1)

FZ 1674 (39-1)

FZ 1675 (39-3)

FZ 1677 (42-1)

FZ 1678

FZ 1679 (43-1)

FZ 1680 (43-3)

FZ 1681 (57-1)

FZ 1682 (57-2)

FZ 1683 (57-4)

FZ 1691 (78-1)

FZ 1692 (78-2)

FZ 1693 (78-4)

FZ 1696 (81-3)

FZ 1698 (85-1)

FZ 16101 (118-1)

FZ 16103 (130-2)

FZ 16106 (130-8)

FZ 1701 (82-9)

FZ 1702 (82-13)

FZ 1703 (82-15)

FZ 1704 (82-22)

FZ 1705 (105-1)

FZ 1706 (105-3)

FZ 1707 (105-5)

FZ 1708 (105-6)

FZ 1709 (105-8)

FZ 1710 (105-9)

FZ 1711 (105-12)

FZ 1712 (105-13)

FZ 1713 (105-14)

FZ 1714 (105-15)

FZ 1715 (105-17)

FZ 1716 (105-18)

FZ 1717 (105-19)

FZ 1718 (105-21)

FZ 1719 (105-22)

FZ 1720 (105-23)

Continued on next page

ITN Description and Specifications

Table 1. Experimental Zoysiagrass lines for Use on Putting Greens and Fairways

FZ 1721 (F014)
FZ 1722 (F044)
FZ 1723 (F049-1)
FZ 1724 (F049-2)
FZ 1725 (F053-1)
FZ 1726 (F053-2)
FZ 1726 (F069)
FZ 1727 (F072)
FZ 1728 (F083-1)
FZ 1729 (F083-2)
FZ 1730 (F090)
FZ 1731 (F093)
FZ 1732 (F099)
FZ 1733 (F120)
FZ 1734
FZ 1735 (16-5)
FZ 1736 (16-10)
FZ 1737 (17-1)
FZ 1738 (26-5)
FZ 1739 (29-2)
FZ 1740 (32-1)
FZ 1741 (6-1)
FZ 1742 (39-2)
FZ 1743 (57-3)
FZ 1744 (63-2)
FZ 1745 (65-1)
FZ 1746 (62-2)
FZ 1747 (124-2)
FZ 1748 (60-1)
FZ 1749 (78-5)
FZ 1750 (16-12)
FZ 1751 (130-1)
FZ 1752 (130-3F)
FZ 1753 (130-7)
FZ 1436 (SMR 23)
FZ 1440 (SMR 49)

ITN Description and Specifications

Budget (Begin: June 2017; End: May 2021):

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.

Expense/location	June 2017	June 2018	June 2019	June 2020
Gainesville, FL (Kenworthy)				
OPS Labor	\$12,000	\$12,000	\$12,000	\$12,000
Land Use Fees	\$3,000	\$3,000	\$3,000	\$3,000
Ft. Lauderdale, FL (Shaddox)				
OPS Labor	\$10,000	\$10,000	\$10,000	\$10,000
Jay, FL (Unruh)				
OPS Labor	\$10,000	\$10,000	\$10,000	\$10,000
Total Direct Costs	\$35,000	\$35,000	\$35,000	\$35,000
Indirect Costs (e.g. 12% or 28.5%)*	\$4,200 or \$9,975	\$4,200 or \$9,975	\$4,200 or \$9,975	\$4,200 or \$9,975
Total	\$39,200 or \$44,975	\$39,200 or \$44,975	\$39,200 or \$44,975	\$39,200 or \$44,975

*Sponsor(s) will be responsible for the payment of indirect costs in accordance with their classification as set forth by UF's Division of Sponsored Programs (DSP). Please see <http://research.ufl.edu/faculty-and-staff/proposal-development-submission/budgeting-information/fa-rates-idc.html>.

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 research 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: Ayers Technology Plaza, 720 SW 2nd Avenue, Suite 360, Gainesville, FL 32601, 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: Ayers Technology Plaza, 720 SW 2nd Avenue, Suite 360, Gainesville, FL 32601) 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 four (4) 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?**
- 4. What is good for world food supply?**

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, cooperator, 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 research service agreement 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
 PO Box 110200
 Gainesville, FL 32611-0200
 Fax: (877) 839-9162

Acknowledgment Form



INVITATION TO NEGOTIATE

ITN NO.: ITN17-02	
ITN TITLE: ITN17-02 - Comparative Evaluation of Zoysiagrass for Putting Green and Fairway Use	
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