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

INVITATION TO NEGOTIATE

ITN17-03 - ‘Florida Brilliance’ Strawberry Cultivar

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ITN Description and Specifications

- **ITN Title:** ‘Florida Brilliance’ Strawberry Cultivar
- **ITN No.:** ITN17-03
- **ITN Territory:** As Proposed by ITN Respondents
- **ITN Announcement Date:** November 10, 2017
- **ITN Proposal Due Date:** Friday, December 15, 2017, 12PM EST
- **Cultivar Description: ‘Florida Brilliance’ (U.S. PPAF)**

‘Florida Brilliance’ is a new release from the University of Florida’s strawberry breeding program located at the UF/IFAS Gulf Coast Research & Education Center. ‘Florida Brilliance’ demonstrates high early-season yields while maintaining excellent fruit quality.

During the 2016-2017 season, nearly 90% of the acreage in west-central Florida was planted in the two varieties ‘Florida Radiance’ and Sweet Sensation® brand ‘Florida127’. While both ‘Florida Radiance’ and ‘Florida127’ have higher yields in late-November and early-December than previous varieties, there is a need for further increases in early yield, when market prices tend to be highest.

Plants of ‘Florida Brilliance’ are moderately compact with open architecture, which allows air movement and easy visualization of the fruit. Plants of ‘Florida Brilliance’ have long pedicels which allows the fruit to be easily harvested. In replicated field trials in west-central Florida during the 2015-2016 and 2016-2017 seasons, early and total yields of ‘Florida Brilliance’ were greater than both ‘Florida Radiance’ and ‘Florida127’. ‘Florida Brilliance’ produced marketable yields of 70.0, 132.1, and 638.6 (November, December, and Total, respectively) grams/plant during the 2015-2016 season, and marketable yields of 30.3, 125.3, and 1014.4 (November, December, and Total) grams/plant during the 2016-2017 season. ‘Florida127’ produced marketable yields of 39.6, 75.3, and 411.9 grams/plant during the 2015-2016 season, and marketable yields of 14.1, 115.2, and 967.0 grams/plant during the 2016-2017 season.
'Florida Brilliance' (continued)
Fruit of ‘Florida Brilliance’ are medium-large sized, with marketable fruit averaging roughly 20-21 g/fruit (average fruit weight is larger than ‘Florida Radiance’ but smaller than ‘Florida 127’). Fruit of ‘Florida Brilliance’ are broad-conic in shape and are juicy and moderately firm. Fruit of ‘Florida Brilliance’ display excellent, uniform shape throughout the season and do not produce elongated fruit early in the season. Fruit of ‘Florida Brilliance’ are medium-red externally, and the achenes are notably sunken, giving the fruit a highly glossy appearance. Fruit of ‘Florida Brilliance’ had lower post-harvest weight loss when compared to ‘Florida Radiance’ and ‘Florida127’ when cold stored for 9 days.

Fruit of ‘Florida Brilliance’ display excellent quality and flavor. In flavor evaluations conducted by a trained sensory panel (USDA/ARS Hort. Science Research Laboratory, Ft. Pierce, FL) at five different points throughout two seasons, fruit of ‘Florida Brilliance’ consistently scored higher than ‘Florida Radiance’ and ‘Florida127’ in firmness ratings. In the same panel, ratings for sweetness and “strawberry flavor intensity” were not different than ‘Florida Radiance’ and were often lower than ‘Florida127’. In general, the soluble solids content (SSC), titratable acidity (TA), and SSC/TA ratio of fruit of ‘Florida Brilliance’ is very similar to that of fruit of ‘Florida Radiance’.

The disease resistance profile of ‘Florida Brilliance’ is somewhat similar to that of ‘Florida Radiance’, with a few exceptions. Plants of ‘Florida Brilliance’ appear to be slightly more resistant to acutatum fruit rot than plants of ‘Florida Radiance’. Mortality of plants of ‘Florida Brilliance’ due to phytophthora root rot and charcoal rot was lower than plants of ‘Florida Radiance’.

The data for this description was produced and compiled by researchers at the University of Florida’s Gulf Coast Research and Education Center, University of South Florida, and the USDA/ARS. For more information on this cultivar, please contact Dr. Vance M. Whitaker.
Newly developed cultivars, experimental lines, and plant germplasm are routinely approved for release through UF’s Florida Agricultural Experiment Station (FAES). Florida Foundation Seed Producers, Inc. (FFSP), a non-profit corporation and direct support organization of the University of Florida, is continuously seeking strategic production and marketing companies in commercialization of a diverse portfolio of newly developed plant cultivars. For certain crops, several companies may express interest in an opportunity for an exclusive license for an improved plant cultivar. The Invitation to Negotiate (ITN), implemented in 2006, is a process which enables FFSP to fairly and objectively evaluate all commercial proposals and comments to effectively identify superior companies to deliver new cultivars to the public. In return, licensed companies provide royalties back to FFSP for reinvestment in the breeding and development of new, improved cultivars at the FAES.

The ITN process encourages an open engagement of all interested companies and stakeholders. Companies submitting proposals and/or comments to an ITN will be evaluated consistently and fairly by a review committee comprised of staff members of FFSP and expert faculty advisors from FAES.

FFSP strives to secure the partner/partners that best meet the needs of the State of Florida and its people, UF, and the FAES breeding program. Responders to the ITN will be evaluated using a consistent methodology, allowing review committee members to weigh core elements and objectively evaluate multiple proposals. The ITN specifications objectively guide critical responses in a proposal and are designed to explore the project’s commercial scope for a sustainable business, consistent with the necessity to deliver FAES plant breeding products and technology to the public. The ITN requires interested companies to describe their prior experience and current business model. Companies are asked to describe a plan of action concerning the new business opportunity. The ITN also requests details of marketing and production plans which will successfully deliver a sound commercial operation and ensure that sustaining royalties are returned to support the FAES breeding program. Initiation of an ITN and the participation by a company in an ITN process does not mean an exclusive agreement will be eventually awarded; only that responsive companies will receive consideration and a fair evaluation of proposals and comments submitted.

At the conclusion of the ITN process, it is everyone’s hope that most details can be mutually agreed upon, resulting in an award of a license to a qualified and successful partner.

Please refer to the General Conditions of this ITN for specific specifications and instructions.
If you or your company is interested in commenting on and/or submitting a proposal for this exclusive licensing 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: John Watson, By U.S. Mail: PO Box 110200, Gainesville, FL 32611-0200, By Express Courier: 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: 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 security?

**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:**

1. **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.)

2. **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.

3. **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.

4. **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 the Proposer. All addendums received by the FFSP must be in writing by the Proposer and sent to FFSP at the following address: Florida Foundation Seed Producers, Inc., 1225 N.W. 2nd Avenue, Gainesville, Florida 32601. 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.

5. **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. No responsibilities or obligations, except as defined in this document, exist between FFSP and the Proposer until written agreement is executed. FFSP reserves the right to waive any minor irregularity in a proposal. Fees, Royalties and Price are not the only considerations in the award.

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

7. **PROPOSAL REJECTION.** FFSP reserves the right to reject any 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 considered.

8. **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 of interest for the award.

9. **CONFIDENTIALITY.** Proposers must disclose with any actual or potential conflicts of interest. All Proposers must disclose with their ITN the name of any officer, director, or agent who is 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.

10. **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.

11. **PERFORMANCE INVESTIGATIONS.** As part of the proposal evaluation process, FFSP may make inquiries and investigations, including verbal or written requests from Proposer’s customers, to determine the ability of the Proposer to offer service to the FFSP as an 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.

12. **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.

13. **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.

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

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.

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

18. **PROPOSAL REJECTION.** FFSP reserves the right to reject any 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 considered.

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20. **CONFIDENTIALITY.** Proposers must disclose with 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.

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

25. **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.

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27. **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.
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 exclusive licensing opportunity, please complete and sign this Acknowledgment Form 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.

## Acknowledgment Form

**INVOICE TO NEGOTIATE**

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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 General Conditions of this ITN and certify that I am authorized to sign this Acknowledgement Form and submit an ITN Proposal for the Proposer.*

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