



Opportunity for Exclusive Research Program on UF/IFAS Peanut Varieties

Domestic—USA



Scope of Work- 2007 Peanut Research Program- United States

Introduction

The University of Florida's Agricultural Experiment Station (UF/FAES) is seeking commercial sponsors to evaluate peanut lines within the United States.

Under a seven year **Research Program**, UF/FAES will supply to the Sponsors one experimental peanut line each year for testing and evaluation. To assist the Sponsors in choosing lines that may benefit their business, the UF/FAES will make available data from University trials. If the Sponsors desire to commercialize one or more lines, UF will grant the option of either an exclusive license with a right to sublicense, or a non-exclusive license for any line evaluated by Sponsors under the terms of the research program.

Description

Peanut lines are advanced through the breeding program on the basis of market type, yield potential, grade, disease resistance, oil chemistry and other factors. A summary of the characteristics of lines that could fall under this research program is as follows.

General characteristics of lines in the UF/FAES peanut breeding program:

1. Pod Yield- lines are tested for pod yield in three Florida locations and may or may not be tested in the Uniform Peanut Performance Tests
2. Grade- lines are tested for TSMK and other grade factors and material is available that has TSMK from the low 70's to over 80%
3. Market Type- mostly runner types with a range of seed size are available as well as a few virginia types, and lines that fall between these standard market types
4. Disease resistance- lines with varying levels of resistance to TSWV, white mold, leafspots, root knot nematode, and to a lesser extent, CBR
5. Maturity- most lines are in either the medium maturity range (133-140 days) or the late maturing range (150 + days), with a few early maturing lines (128 days)
6. Oil Chemistry- about 60% of our lines have the high oleic fatty acid trait and 40% have a normal oleic acid fatty acid profile

Information

Because the lines may be licensed exclusively, the award of this research program will be handled through our Invitation to Negotiate (ITN) process (See <http://ffsp.net/7.html> for more information). All interested parties are encouraged to submit an ITN for a

Research Agreement (see next page for instructions) to Mr. Berry Treat (btreat@ufl.edu, Phone: 352-392-9446, Fax: 352-392-4965). **The deadline for submitting a complete ITN proposal is Monday, October 22, 2007 at 5 pm EST.**

Questions concerning the peanut breeding program should be directed to Dr. Barry Tillman (btillman@ufl.edu, 850-482-1226).

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 FAES 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 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 FAES 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 FAES. The FAES 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 FAES 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 FAES of their name, address, telephone, and facsimile numbers in order to receive any addenda. Direct all inquiries to the Assistant Director of Research Programs of FAES.

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

8. **AMENDMENT AND CLARIFICATION** - FAES reserves the unilateral right to amend this ITN in writing at any time. FAES 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 FAES and that interpretation will be final and binding.

10. **PROPOSAL REJECTION:** FAES 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 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 FAES may make inquires 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 FAES for any purposes in any manner whatsoever. Firm is, and shall remain, an independent contractor with respect to all services performed under any Research Agreement awarded as a result of this ITN.

15. **SELECTION:** As the best interest 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 FAES. Price, although a consideration, will not be the sole determining factor. The FAES is under no obligation to award a contract as a result of this ITN.

17. **CANCELLATION** - The FAES by written notice may terminate this I.T.N. and without penalty or cause, in whole or in part, any contract resulting from this I.T.N., when such action is in the best interest of the FAES.

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 FAES 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. FAES 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 FAES, 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 FAES.

22. **LIABILITY and INDEMNITY** - The Proposer shall indemnify and hold FAES, 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 FAES materials.

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

24. **TERMINATION:** Upon termination of the project, FAES shall give notice with instructions for return of sound samples, which include shipping authorization and name of carrier. Upon receiving a written request from FAES, Proposer agrees to return to FAES sufficient sound samples as instructed. If no instructions are received from FAES, the Proposer shall give 15 days notice to destroy all commodities to the FAES Assistant Director of Research Programs. 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 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, or its designees.. 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 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 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. FAES 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. FAES IS UNDER NO OBLIGATION TO OBTAIN OR PROVIDE RESEARCH AGREEMENTS 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** – FAES 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 Assistant Director of Research Programs 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 participating in an exclusive Research Program on UF/IFAS peanut varieties, you must first complete and sign this acknowledgement form agreeing to the above terms and conditions of the ITN process and fax it back to Berry Treat, Asst. Director of Research Programs, Florida Agricultural Experiment Station, at (352) 392-4965. An FAES representative will then send your company a questionnaire in which you may submit your proposal.

SUBMIT I.T.N. TO:

University of Florida
c/o Berry Treat
1022 McCarty Hall D
PO Box 110200
GAINESVILLE, FL 32611 0200
Phone: (352) 392-9446 Fax: (352) 392-4965



INVITATION TO NEGOTIATE

Acknowledgment Form

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|---|--------------------------------|---|
| I.T.N. PROPOSAL IS DUE: Monday, October 22, 2007 at 5pm EST Proposal may not be withdrawn within <u>45</u> days after such date and time. | | I.T.N. PROPOSAL NO. ITN 07-02 |
| FAES ANNOUNCED DATE: September 4, 2007 | AGENT Berry J. Treat | I.T.N. PROPOSAL TITLE: Peanut Research Program—Domestic USA |
| 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