

# FLX-1

## Patent Pending

### A New Blueberry Cultivar

A vigorous, upright blueberry bush with excessive susceptibility to stem blight. This cultivar does not get enough chilling in north Florida to leaf well in the spring. Testing in a California has shown that the cultivar grows, survives, and yields well, has a very desirable upright plant habit, and produces a high-quality berry. 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, blueberry cultivar by following the instructions contained in this packet. The deadline for FFSP receipt of all required materials is Monday, June 30, 2008 at 5pm Eastern Standard Time. For more information, please contact FFSP at [beutt@ffsp.net](mailto:beutt@ffsp.net).

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# FLX-1

## Cultivar Description

**FLX-1** is a low-chill tetraploid highbush blueberry clone that originated from a cross made at the University of Florida in March, 1992. The seedling first fruited in a high-density field nursery in the spring of 1994. After the third fruiting in the field during the spring of 1996, **FLX-1** was propagated by softwood cuttings and a 20-plant test plot was established in a commercial blueberry planting at Windsor, Florida. In March, 2003, an additional plot of 190 plants was established in a different field on the same farm. A test planting of rooted cuttings was established in the San Joaquin Valley of California in 2002.

In northeast Florida, **FLX-1** produces a vigorous, upright plant with thick canes. More than 10 seasons of evaluation in the field have indicated that **FLX-1** does not receive sufficient chilling to leaf well after normal winters at Windsor in northeast Florida. Following winters that are colder than normal, the plant leafs well and flowers heavily during early February. After winters with normal average temperatures, leafing of **FLX-1** is delayed until several weeks after the date of flowering. In years when it leafs well, **FLX-1** produces large, firm berries with a good picking scar and good flavor and texture. Seeds are small, the skin is thin, and the berry is juicy rather than pasty. Mean date of first 25% of the berries ripe has been about April 20 at Windsor, Florida. In years when leafing is delayed, berry size and berry quality have been reduced and ripening is delayed.

The main known deficiency of **FLX-1** in Florida is high susceptibility to stem blight, a blueberry cane disease caused by the fungus *Botryosphaeria dothidea*, which is endemic in the southeastern U.S. Vigorous, productive plants may die suddenly of the disease. Plant mortality in **FLX-1** in Florida has exceeded 50% after 5 years in the field. Fungicide applications have not been useful in combating the disease, and cultivar resistance is the principal defense. The disease is most severe in areas with hot, rainy summers and has been much less problematic where summer rainfall is low.

Because of its high vigor, upright growth habit, early-ripening, and high-quality berries, **FLX-1** may be useful for commercial blueberry production where chilling exceeds 400 h per year and stem blight is not a serious problem.

# FLX-1

## Cultivar Data & Picture

**Table 1: Berry Characteristics - Windsor, Florida  
(April-May 2007)**

Cultivar	Berry Weight (g)	Standard Deviation	Color	Scar	Firmness	Flavor
<b>FLX-1</b>	<b>2.41</b>	<b>0.0957</b>	<b>5</b>	<b>8</b>	<b>8</b>	<b>8</b>
Primadonna	2.14	0.0686	4	8	8	8
Millennia	1.89	0.059	8	8	8	6
Emerald	2.16	0.1057	4	8	8	8
Windsor	2.12	0.1103	4	5	8	6
Star	2.1	0.0636	5	8	8	8
Santa Fe	1.86	0.063	7	8	8	8
Jewel	1.59	0.1313	3	8	8	5
Springhigh	2.68	0.1691	3	8	7	8

Berry means and standard deviations are based on five 10-berry samples per cultivar.

Color, scar, firmness, and flavor are rated on a 9-point scale, with 9 excellent and 1 very poor.



**Plant and fruit of 'FLX-1' blueberry cultivar (patent pending)**

# FLX-1

## Instructions for Submitting a Proposal

If your company is interested in obtaining an exclusive license for the 'FLX-1' blueberry cultivar, 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 5 and 6) of this packet.

\_\_\_\_\_ Step 2: Complete and sign the Acknowledgement Form on page 7 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 Monday, June 30, 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 **Monday, June 30, 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 'FLX-1', 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: <b>Monday, June 30, 2008 at 5pm EST</b> Proposal may not be withdrawn within <u>45</u> days after such date and time.		I.T.N. PROPOSAL NO. <b>ITN 08-06</b>
FFSP ANNOUNCED DATE: <b>May 19, 2008</b>	AGENT <b>John Beuttenmuller</b>	I.T.N. PROPOSAL TITLE: <b>'FLX-1' Blueberry Cultivar</b>
PROPOSER'S NAME		
PROPOSER'S MAILING ADDRESS (Phys)		
CITY - STATE - ZIP CODE		
AREA CODE	TELEPHONE NO.	E-Mail:
	TOLL FREE NO.	Website:
	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