INVITATION TO NEGOTIATE

ITN22-01 - Development of Improved St. Augustinegrass and Bahiagrass Cultivars

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:** Development of Improved St. Augustinegrass and Bahiagrass Cultivars
- **ITN No.:** ITN22-01
- **ITN Announcement Date: January 12, 2022**
- **ITN Proposal Due Date: Wednesday, February 23, 2022, 12PM EST**

RESEARCH PROPOSAL:
This sponsored research is aimed at further evaluation and breeding to generate new and improved varieties St. Augustinegrass and Bahiagrass. Funding for this research will come by way of a UF Research Service agreement and will include indirect costs. In consideration for funding this project, the Sponsor(s) will retain a first option, for consideration, an exclusive license with a right to sublicense, on terms and conditions to be mutually agreed upon.

St. Augustinegrass*:*

The development of new St. Augustinegrass varieties will include non-genetically modified experimental lines from advanced, developed or acquired lines from 2016 through 2024. However, should the option become available during the course of this research project, the use of GMO approaches may be employed for the development of new St. Augustinegrass varieties. The use of GMO approaches is not contemplated under the proposed funding. Additional funding over the amounts in the stated budget will be required.

Screening will include observations of general persistence and drought tolerance in North-Central Florida with minimal inputs. Lines selected for advancement will be evaluated at three University of Florida locations: West Florida Research and Education Center "WFREC" in Jay, FL; Plant Science Research and Education Unit "PSREU" in Citra, FL; and Ft. Lauderdale Research and Education Unit "FLREC" in Davie, FL. Selected lines will also be evaluated at select Florida sod farms that may participate in the funding of this project. An emphasis will be placed on the release of a St. Augustinegrass cultivar that performs well across the state of Florida; meaning, the cultivar will have excellent tolerance to leaf tissue freeze damage (i.e. minimal loss of color in colder regions) and that initiates growth early in the spring for better regrowth in sod fields. The cultivar must be resistant to Lethal Viral Necrosis (LVN). Breeding lines in the program will also be screened for shade tolerance, chinch bugs, tropical sod webworm, gray leaf spot, large patch, winter color retention, and production. Although, the program will include an advanced semi-dwarf (i.e. Seville to Palmetto types) and non-dwarf (i.e. Floratam type) growth habits, preference will be given to those plants that are similar to Floratam in appearance, growth habit, and mowing requirements.

ITN Description and Specifications

Research Timeline:

2022:

- Funding initiated.
- An estimated 400 lines were planted in the field from 2016 to 2021.
    - ◊ Plants have been evaluated for persistence, drought response, winter color and growth habit.
    - ◊ The top 25 lines will be planted in small blocks at PSREU and in experimental trials with several Florida sod growers around the state (evaluate 2022-2026).
    - ◊ Replicated trials will be planted at WFREC, PSREU, and FLREC (2022-2026).
    - ◊ Replicated trials will be planted under shade where they will be rated for quality, gray leaf spot and large patch (evaluate 2022-2026).
    - ◊ Dr. Phil Harmon and Jamie Buhlman will evaluate for LVN in greenhouses or growth chambers.
- Seedlings produced in 2021 and 2022 will be planted in the field for their initial evaluations.

2023:

- Continuation of the trials planted in 2022.
    - ◊ Lines may be added or dropped as new information is accumulated.
- Dr. Silvana Paula-Moraes and Dr. J. Bryan Unruh will screen lines for tropical sod webworm response.
- Plant sod or plant plug breeding lines in LVN affected landscapes that were not symptomatic for LVN in 2022 controlled LVN greenhouse screen.
- New seedlings produced and planted in the field.

2024:

- Continuation of the trials planted in 2022.
    - ◊ Lines may be added or dropped as new information is accumulated.
- Dr. Adam Dale will evaluate the lines for chinch bug response.
- New seedlings produced and planted in the field.

2025:

- Lines will be advanced from the 2022-2024 seedling nurseries to initiate new screenings as described for 2022.
    - ◊ Plants will have been evaluated for persistence, drought responses, winter color and growth habit .
    - ◊ The top 25 lines will be planted in small blocks at PSREU and in experimental trials with several Florida sod growers around the state (evaluate 2025-2030).

ITN Description and Specifications

- ◊ Replicated trials will be planted at WFREC, PSREU, and FLREC (2025-2030) .
- ◊ Replicated trials will be planted under shade where they will be rated for quality, gray leaf spot and large patch (evaluate 2025-2029).

- At the end of 2025, terminate the trials planted in 2022.

2026:

- **First year to consider release of a line from the 2022 advanced 25 breeding lines.**
- Continuation of the trials planted in 2025.
  - ◊ Lines may be added or dropped as new information is accumulated.
- Dr. Phil Harmon and Jamie Buhlman will evaluate for LVN.

2027:

- Continuation of the trials planted in 2025.
  - ◊ Lines may be added or dropped as new information is accumulated.
- Dr. Silvana Paula-Moraes and Dr. J. Bryan Unruh will screen lines for tropical sod webworm response.
- Sod or plug breeding lines in LVN affected landscapes that were not symptomatic for LVN in 2026 controlled LVN greenhouse screen.

2028:

- Continuation of the trials planted in 2025.
  - ◊ Lines may be added or dropped as new information is accumulated.
- Dr. Adam Dale will evaluate the lines for their chinch bug response (evaluate 2025-2029).

2029:

- Last year of funding.
- Continuation of the trials planted in 2025.
  - ◊ Lines may be added or dropped as new information is accumulated.

2030 - 2034:

- An advanced St. Augustinegrass line is expected to be considered for release by the UF/IFAS Cultivar Release Committee.

Bahiagrass:

The proposed research is aimed at the development of an improved turf-type bahiagrass. Bahiagrass improvement will consist of several breeding approaches. The programs described are long-term approaches. At the end of the described funding cycle the progress of the program will be evaluated for consideration of continued funding.

ITN Description and Specifications

Diploid Bahiagrass (Pensacola Type):

- Diploid bahiagrass reproduces sexually, meaning that breeding can include crosses to produce genetic variation.
  - ◊ Bahiagrass seed heads typically have two branches. Variation exists in populations of bahiagrass with plants that have three to five branches in their seed heads (Figure 1) .

Figure 1. Different numbers of branching observed in diploid bahiagrass seed heads

  - ◊ Two approaches for consideration:
    1. Develop bahiagrass with 3-5 branches per seed head with a similar number of seed heads per plant. This approach may increase seed yield and reduce the price of seed that sod growers buy to plant bahiagrass sod.
    2. Develop bahiagrass with 3-5 branches per seed head and with fewer seed heads per plant. This can result in similar seed yields with fewer seed heads. Price per seed should be similar as current prices but produce a bahiagrass stand with improved aesthetic value due to it having fewer seed heads. This option is the preferred approach.
  - ◊ Concentrate flowering/seed head formation during July and August. A shorter window of flowering has potential to reduce mowing and improve turf quality for more months.

ITN Description and Specifications

Research Timeline:

2022:

- Identify and select plants with increased seed head branching.
- Transplant the selected lines in an isolated crossing block.
- Harvest seed.

2023:

- Germinate and plant 1,000 plants in a nursery.
    - ◊ Evaluate and select plants for the following:
        - Increased seed head branching.
        - Shorter seed heads.
        - Late seed head emergence.
        - Denser/shorter plant canopy.
        - Plant together in a crossing block.
        - Harvest seed.

2024-2026:

- Repeat each year as described for 2023.

2027:

- Harvest increased seed.
- Plant trials with harvested seed with Pensacola and Argentine for comparison at PSREU, WFREC, and FLREC. Plant with sod growers (depending on the amount of seed) for experimental production evaluation.
- Depending on the heritability of increased seed head branching this could take more time.

2029-2030:

- An improved bahiagrass line is expected to be considered for release by the UF/IFAS Cultivar Release Committee.

Tetraploid Bahiagrass (Argentine type):

- Tetraploid bahiagrass reproduces through apomixis. Tetraploids (e.g. Argentine) have double the number of chromosomes compared to diploids (e.g Pensacola). Apomixis is a process in which seed are genetic clones of the mother plant. It is the same as vegetative propagation but with seed instead of shoots. Because of this, Argentine bahiagrass tends to produce a more uniform field than Pensacola in which seedlings will vary. Apomixis is a barrier to conventional breeding that utilizes crossing to generate variation. Other methods must be used to generate genetic variation.

ITN Description and Specifications

- In 2008, the FSGC, provided funds to initiate a bahiagrass improvement program.
  - ◊ In this effort, we utilized different methods to induce mutations in Argentine and Wilmington bahiagrass. Both are apomictic.
    1. Wilmington is much darker green than Argentine and produced several unique mutants with very high turf quality. We continue to evaluate 2-3 lines; however, these lines don't have the growth rate or persistence needed in a bahiagrass.
    2. We are also still working with 3-4 Argentine type plants. Some of these have better establishment and drought tolerance than Argentine. Their improvement in turf quality is minimal; however, if one of these can produce sod better than conventional Argentine, it may be worth releasing. Since bahiagrass is traditionally a dual-purpose commodity in Florida for pastures and turf, we are conducting research into grazing persistence. A few of these lines are out-performing Argentine for persistence under grazing.
       - We anticipate that one line will get released from this group for use in Florida. We expect it to fit in our traditional pasture/turf usage of bahiagrass with only slight improvements in turf quality.
- **Improved turf quality bahiagrass**:
  - ◊ We need to study, develop, and utilize novel approaches for improving the turf quality of bahiagrass.
    1. Inducing mutants.
       - Described above and was not successful at producing significant improvements in turf quality while also retaining the persistence of typical bahiagrass.
    2. Creating sexual tetraploids that can be used for crosses in a conventional breeding program.
       - This has been done several times and was successful in developing plants with hybrid vigor and improved forage production. For more information see the following references:
       - https://link.springer.com/content/pdf/10.1007/s10681-010-0165-4.pdf
       - https://link.springer.com/content/pdf/10.1007/s10681-010-0276-y.pdf

- We propose to use sexual tetraploid lines with good persistence and cross with our high turf quality Wilmington mutants. The Wilmington mutants will be used as males crossed with the sexual tetraploids as females. The resulting seed will produce variation for turf quality. Additional years of breeding will likely be required to achieve the desired goal of a cultivar that spreads fast enough for sod production, has fewer seed heads, high turf quality, and persistence.

Research Timeline:

- 2022:
  - ◊ Create sexual tetraploids by doubling the chromosome number of diploid bahiagrass.
  - ◊ Plant lines in the field.
- 2023:
  - ◊ Keep the lines in the field for persistence and evaluation of turf traits.
- 2024:
  - ◊ Select persistent sexual tetraploid lines to make crosses with Wilmington mutants.
  - ◊ Plant in the field.
- 2025:
  - ◊ Dr. Rios will evaluate selected plants to determine if they are sexual or apomictic.
    - Apomictic lines can be evaluated for turf quality and persistence over several years with potential for an eventual release.
      - Best case scenario is a potential release in 2030.
    - Sexual lines can be used in recurrent selection breeding program for several years to improve the population (like that described above for diploid breeding).
      - Expected improvement with potential release closer to 2035.

3. Creating diploids from tetraploids.
   - Anthers from grass flowers are often used in tissue culture to produce plants with half the number of chromosomes. This is frequently done in corn and wheat breeding programs.

- There is evidence from other species that diploids created from apomictic tetraploids will be sexually fertile. Anther generated diploids (produced from tetraploids) will be crossed with diploid (Pensacola type) bahiagrass and developed as described above for the diploid breeding program.
- Anther culture is a difficult procedure to develop for a given species. It has never been done in bahiagrass.
  - ◊ This program will require time to produce the anther cultured diploids and then evaluation to select the best plants for crosses. The high turf quality Wilmington lines will be used for anther culture.
  - ◊ This approach will be evaluated after two years for determination of continuing or dropping the anther culture approach.
- The timeline is two to four years longer than that described above to create sexual tetraploids.

Budget and Timeline

		Year								
Faculty	**Need**	**22-23**	**23-24**	**24-25**	**25-26**	**26-27**	**27-28**	**28-29**	**29-30**	**Total**
Kenworthy	Grad Student Salary (Bahiagrass)	$25,000.00	$27,750.00	$28,583.00	$29,441.00	$30,324.00	$31,234.00	$32,171.00	$33,136.00	
	Grad Student Fringe (10.9%) (Bahia)	$2,725.00	$3,024.75	$3,115.55	$3,209.07	$3,305.32	$3,404.51	$3,506.64	$3,611.82	
	Grad Student Tuition (Bahia)	$15,769.00	$17,346.00	$18,213.00	$19,124.00	$20,080.00	$21,084.00	$22,138.00	$23,245.00	
	Grad Student Supplies (Bahia)	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	
Kenworthy	Plot trials (St. Aug & Bahia)	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	
Unruh	Plot trials (St. Aug & Bahia)	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	
Schiavon	Plot trials (St. Aug & Bahia)	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00	
Harmon	LVN/other disease screening (St. Aug)	$20,000.00				$20,000.00				
Paula-Moraes	Caterpillar screening (St. Aug)		$20,000.00				$20,000.00			
Dale	Chinch Bug (St. Aug)			$20,000.00				$20,000.00		
Rios	Ovule examination for apomixes (Bahia)				$20,000.00				$20,000.00	
	Direct Total	$86,494.00	$91,120.75	$92,911.55	$94,774.07	$96,709.32	$98,722.51	$100,815.64	$102,992.82	$764,540.65
	IDC (12%)	$10,379.28	$10,934.49	$11,149.39	$11,372.89	$11,605.12	$11,846.70	$12,097.88	$12,359.14	$91,744.88
	Total	$96,873.28	$102,055.24	$104,060.93	$106,146.96	$108,314.43	$110,569.21	$112,913.52	$115,351.96	$856,285.53

.

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 Email: jholm@ffsp.net; By U.S. Mail: PO Box 110200, Gainesville, FL 32611-0200; By Express Courier: 1604 McCarty Drive, Room G040, Gainesville, FL 32611; or By 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 Email: jholm@ffsp.net; By U.S. Mail: PO Box 110200, Gainesville, FL 32611-0200; or By Express Courier: 1604 McCarty Drive, Room G040, Gainesville, FL 32611) 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?**
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:

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 <u>are not</u> 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 inquires 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 <u>are not</u> 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, <u>will not be the sole determining factor</u>. 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 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
By Email: jholm@ffsp.net
By Courier: 1604 McCarty Drive, G040, Gainesville, FL 32611
By U.S. Mail: PO Box 110200, Gainesville, FL 32611-0200
By Fax: (877) 839-9162

Acknowledgment Form

INVITATION TO NEGOTIATE

ITN NO.: ITN22-01	
ITN TITLE: Development of Improved St. Augustinegrass and Bahiagrass Cultivars	
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 and certify that I am authorized to sign this acknowledgement form and submit an ITN Proposal for the Proposer.

_____
SIGNATURE DATE

_____
NAME (TYPED), TITLE