

Board of County Commissioners Agenda Request

Date of Meeting: April 19, 2016

Date Submitted: April 5, 2016

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
David Weiss, County Attorney
Allara Gutcher, Planning and Community Development Director

Subject: Approval of Agreement with Topview Sports, LLC to Conduct Bicycle Event on behalf of Host Gadsden County Tourist Development Council

Statement of Issue:

This agenda item seeks approval of an Agreement with Topview Sports, LLC to Conduct a Bicycle Event on behalf of Host Gadsden County Tourist Development Council.

Background:

Gadsden County solicited RFP No. 16-06, to conduct a Bicycle Event on behalf of Host Gadsden County Tourist Development Council. Topview Sports, LLC submitted the only response to the RFP.

Analysis:

Attached is an Agreement with Topview Sports, LLC to Conduct a Bicycle Event on behalf of Host Gadsden County Tourist Development Council. The Agreement incorporates the RFP and Topview Sports, LLC's response to the RFP. The Agreement is for one Bicycle Event during the 2016 calendar year, and the County has the option to extend the Agreement to contract with Topview Sports, LLC to conduct the Bicycle Event during the 2017 and 2018 calendar years.

Fiscal Impact:

Under the terms of the Agreement, the County would pay Topview Sports, LLC one lump sum payment in the amount of \$10,000.00 in each year that the County decides to contract with Topview Sports, LLC to conduct the Bicycle Event. There are funds

budgeted in the TDC Budget for this year's event. The TDC may elect to budget funds for the event in subsequent years, and the Agreement may be extended accordingly.

Options:

1. Approve the attached Agreement to Conduct Bicycle Event on behalf of Host Gadsden County Tourist Development Council with Topview Sports, LLC and authorize the chair to sign the Agreement.
2. Propose changes to the attached Agreement to Conduct Bicycle Event on behalf of Host Gadsden County Tourist Development Council with Topview Sports, LLC and authorize the chair to sign the Agreement with changes.
3. Disapprove and reject the attached Agreement to Conduct Bicycle Event on behalf of Host Gadsden County Tourist Development Council with Topview Sports, LLC.
4. Board direction.

County Administrator's Recommendation:

Option 1

Attachment:

Agreement to Conduct Bicycle Event on behalf of Host Gadsden County Tourist Development Council with Topview Sports, LLC, with Exhibits.

**AGREEMENT TO CONDUCT BICYCLE EVENT ON BEHALF
OF HOST GADSDEN COUNTY TOURIST DEVELOPMENT COUNCIL**

THIS AGREEMENT, effective as of the 19th day of April, 2015 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and TOPVIEW SPORTS, LLC, a Florida limited liability company authorized to transact business in Florida (the "Contractor").

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County that the County be able to utilize the services of private parties when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that hosting a Bicycle Event will promote tourism in Gadsden County by attracting tourists to the County and thereby having a positive economic impact on the County; and

WHEREAS, the County does not have the expertise or personnel necessary to host a Bicycle Event, and has determined that it would be in the best interests of the citizens of Gadsden County to contract for these services rather than hiring the necessary personnel to perform the services; and

WHEREAS, in order to secure the most qualified contractor and lowest cost for these services, the County solicited a request for proposals for such services; and

WHEREAS, the Contractor submitted a response to the solicitation; and

WHEREAS, the County determined that it is in the best interests of the Citizens of Gadsden County to contract with the Contractor to provide such services.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor agrees to provide the following services to the County: Conduct a Bicycle Event pursuant to and in accordance with RFP 16-06, attached hereto as Exhibit A and incorporated herein, and Contractor's Proposal in response to RFP 16-06, attached hereto as Exhibit B and incorporated herein. This Agreement, RFP 16-06, and Contractor's Proposal in response to RFP 16-06 are collectively referred to as the "Contract Documents." In the event of any inconsistency in the Contract Documents, this Agreement shall control, followed by RFP 16-06, then Contractor's Proposal in response to RFP 16-06.

2. WORK; SUBJECT TO FUNDING

The performance of Gadsden County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the proposal requirements, and the County shall not be liable for any

amounts which are not so available. Nothing herein will prevent the County from entering into the Agreement prior to the adoption of a budget for any fiscal year or for a term exceeding one year, but the Agreement shall be executory only for any amounts which are not available for lawful expenditure. The County's disbursement of funds which were not budgeted or otherwise available for lawful expenditure shall not constitute a waiver of the County's rights hereunder and shall not make the County liable for any further payment.

3. TERM

This Agreement shall be effective for one Bicycle Event during the 2016 calendar year, unless earlier terminated in accordance with its terms. The County may, at its sole option, extend the Agreement to contract with the Contractor to conduct one Bicycle Event during the 2017 calendar year and one Bicycle Event during the 2018 calendar year, on dates to be determined by the County. The County will only consider extending the Agreement for subsequent years after receipt and review of a financial report detailing the use of funds from the prior year in relation to the budget for that year, and showing the economic impact of the Bicycle Event on the County.

4. CONTRACT SUM

The Contractor agrees that it shall receive one (1) lump sum payment in the amount of ten thousand dollars (\$10,000.00) each year that the County decides to contract with the Contractor to conduct the Bicycle Event.

5. PAYMENTS

The County will make authorized payments within thirty (30) days of submission and approval of an invoice for services and a detailed budget containing cost categories and line items showing the budgeted plan for the use of funds, which shall be submitted no earlier than six (6) months prior to the date that the County elects to conduct the Bicycle Event in the respective calendar year.

6. STATUS

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Gadsden County. Nothing in this agreement shall be deemed to create a partnership or joint venture between the Contractor and the County, or between the County and any other party, or cause the County to be liable or responsible in any way for the actions, omissions, liabilities, debts, or obligations of the Contractor or any other person or entity.

This Agreement is solely for the benefit of the County and the Contractor, and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person or entity, other than the parties hereto, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions hereof.

7. INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
4. Professional Liability: All types necessary to protect the County from any professional liability arising under this agreement with a minimum \$1,000,000 liability unit. The deductible shall not exceed \$25,000 and if greater than \$1,000 must be guaranteed by the Contractor for the difference between the deductible and \$1,000. The professional liability insurance coverage for the services provided under this Agreement shall be maintained in force from the effective date of the contract through at least one year following the actual completion of the provision of any services under the terms of this Agreement.

The Contractor shall provide evidence of the insurance and the evidence shall provide for thirty (30) days' notice in writing to the County prior to cancellation, expiration, or non-renewal.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractor shall include all subcontractors as insureds under

its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. BOND

The Contractor shall procure and provide, at its own expense, any Performance and Payment Bond required pursuant to and in accordance with the terms of the Contract Documents.

9. LICENSES; PERMITS

The Contractor shall be responsible for obtaining and maintaining its city or county occupational license and any licenses required pursuant to the laws of the City of Quincy, Gadsden County or the State of Florida or the United States of America. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

The Contractor shall be responsible for obtaining and maintaining all permits required pursuant to the laws of the City of Quincy, Gadsden County or the State of Florida or the United States of America.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION; HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the County, its officers, employees, attorneys, and agents from and against all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and reasonable attorneys' fees, whether or not there is litigation and including those incurred on appeal. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. Whether it elects to defend itself or allow the Contractor to provide the defense, the County shall have the right to select the counsel of its choice to provide the defense and the Contractor shall be responsible for all costs and reasonable attorneys' fees incurred in the defense, whether or not there is litigation and including those incurred on appeal. The indemnity obligations of the Contractor under this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. By entering into this Agreement, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

12. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

13. MONITORING

Contractor agrees to permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement. Following such evaluation, the County may deliver to the Contractor a written report of its findings and may include written recommendations with regard to the Contractor's performance of the terms and conditions of this Agreement. The Contractor will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The Contractor's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the Contractor being deemed in breach or default of this Agreement; (2) the withholding of payments to the Contractor by the County;

and (3) the termination of this Agreement for cause.

14. TERMINATION

The County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

15. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of its knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by the County.

16. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

17. AMENDMENTS

No amendment to this Agreement shall be effective without the prior written consent of the County.

18. VENUE

Venue for all actions arising under this agreement shall lie in Gadsden County, Florida.

19. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

20. DISPUTES

Any and all disputes, including but not limited to those concerning billing and payment, shall be resolved by the County Administrator. All decisions of the County Administrator shall be final.

21. SEVERABILITY

If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable for any reason, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

22. EXECUTION

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one in the same instrument.

23. COPYRIGHT; PROPERTY OF COUNTY

All works commenced for use in connection with any task authorized by the County, including but not limited to, all intellectual property, writings, drawings, graphics, and computer files, as well as all data collected and summaries and charts derived therefrom (collectively, "Works"), shall be works made for hire and shall become the property of the County in their native and executable format immediately upon commencement without restriction or limitation on their use and will be made available to the County at any time during the performance of the task and upon completion or termination of this Agreement. Upon delivery to the County, the County will become the custodian of the Works. The County shall have the ability to copyright or trademark any Works, and Contractor shall not copyright or trademark any Works in favor of Contractor.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of, though not necessarily executed on, the Effective date.

Signed, sealed, and delivered
in the presence of:

**TOPVIEW SPORTS, LLC, a Florida limited
liability company authorized to transact
business in Florida**

(1st Witness Signature)

(1st Witness – Printed Name)

(2nd Witness Signature)

(2nd Witness – Printed Name)

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, as _____ of TOPVIEW SPORTS, LLC, a Florida limited liability company authorized to transact business in Florida, on behalf of said company. Such person: () is personally known to me; () produced a current driver's license as identification; or () produced _____ as identification.

(Notarial Seal)

(Signature of Notary Public)

(Typed or Printed Name of Notary Public)

ATTEST: GADSDEN COUNTY
CLERK OF COURT

**GADSDEN COUNTY, FLORIDA, a political
subdivision of the State of Florida**

NICHOLAS THOMAS

BRENDA HOLT
Chairperson, Gadsden County Board of County
Commissioners

APPROVED AS TO FORM FOR
RELIANCE BY GADSDEN COUNTY
ONLY: GADSDEN COUNTY
ATTORNEY

DAVID J. WEISS

**Request for Proposal
Event Services
Annual Bike Race**

RFP No. 16-06

The Gadsden County Tourist Development Council through the Gadsden County Board of County Commissioners is seeking sealed proposals from individuals or organizations to provide an annual bike race in Gadsden County and/or Downtown Quincy (Courthouse Grounds) with up to a **(3)three year commitment**. This event will take place in April or May of each year, Memorial Day weekend preferable. One original and five (5) bound copies of sealed proposals, marked "SEALED RFP FOR BIKE RACE", will be received until 11:00 a.m., Thursday February 18, 2016, in the Management Services Department, 5-B E. Jefferson Street, Quincy, FL 32351 and opened immediately thereafter in the County Administrator's Conference Room, 9-B East Jefferson Street, Quincy, FL 32351.

Additional information concerning the proposed services being requested and the ranking criteria to be used to evaluate the RFP's may be obtained from the Tourist Development Office at 9 East Jefferson Street, Room 102, Quincy, FL 32351 and all questions should be directed in writing to Sonya Burns, Administrative Assistant II at (850) 875-8659 or by email to sburns@gadsdencountyfl.gov.

RFP's will not be valid if not sealed in an envelope marked "SEALED RFP FOR BIKE RACE" and identified by the name of the firm or organization, RFP number and time of opening. The Gadsden County Board of County Commissioners reserves the right to reject any one RFP or all RFPs, any part of any proposal, to waive any informality in any proposal, and to award the purchase in the best interest of the County. Any person requiring a special accommodation because of a disability should contact the Management Services Department at least five (5) days prior to the proposal opening. EEO/AA

Date Issued: 2-4-2016

EXHIBIT A

RFP Title: Request for Proposals for an annual bike race hosted by the Gadsden County Tourist Development Council

RFP Number: 16-06

Opening Date: 2-11-2016

The Tourist Development Council, through the Gadsden County Board of County Commissioners, has issued a Request for Proposals (RFP) for an annual bike race to be held within Gadsden County. Completed RFP documents will be available for download at www.gadsdengov.net.

I. GENERAL INSTRUCTIONS:

- A. Response Address.** The response to the request should be submitted in a sealed addressed envelope addressed to:
Managament Services Dept.
5B East Jefferson Street
Quincy, Florida 32351

*Please include Proposal Number **RFP No. 16-06** on the transmittal.*

Please provide one bound original and five bound copies.

B. Contact.

Sonya Burns (TDC Administrative Assistant) Gadsden County Tourist Development Council
sburns@gadsdencountyfl.gov for additonal information and questions.

C. Proposal Deadline.

All proposals must be received by the addressee in Part 1.A. above no later than 11:00 a.m. February 18 2016. Any and all late arriving proposals will NOT be considered and will be promptly returned to the proposer.

II. GENERAL STATEMENT OF WORK

- A. Describe the intent/needs of the proposal
- The overall goal of the event is to increase tourism traffic to the area. (Gadsden County)
 - Create a high quality cycling event that will be an annual staple of the calendar.
 - Design a road race, time trial and criterium courses to be approved by USA Cycling.
 - Provide Gadsden County with necessary liability insurance certificates.

III. SCOPE OF SERVICES

- Event must be of a high quality to attract riders from outside of the local area.
- Event must be part of a Statewide or Regional series or points system, to enhance participation.
- Event management team must commit to marketing the area and community for tourism.

- d. Event management team must contract with area hotels to secure out of town athletes.
- e. Event management team must utilize Active transponders for timing and placement of event participants.
- f. Event must be a stage race based on time.
- g. Event management team must provide its own public address system.
- h. Event management team must provide its own staging and equipment for all activities, including generators to ensure timing and public address systems are functional throughout the duration of the event.
- i. Event management team must provide online registration engine for the event participants.
- j. Event management team must provide online payment functionality.
- k. Event management team must provide online event marketing and notifications to registered participants.
- l. Event management organization must have at least 10 years experience providing multi-day event management support for bicycle state races.
- m. Event management team must facilitate and provide all necessary certifications and requirements for Gadsden County with USA Cycling, the governing body for cycling.

A. Provider Considerations

To qualify for consideration as a qualified Proposer, the following minimum qualifications must be met and the qualifier must acknowledge that they meet all requirements:

- All private, for-profit, non-profit and public entities shall be eligible to submit proposals.
- Up to a (3) three year tournament commitment will be required. Events are to be held between April and the end of May with Memorial Day weekend as the preferred time.
- Market Gadsden County TDS on all printed material, flyers and websites.
- Successful proposer shall hold the Gadsden County Board of County Commissioners harmless against damage done to the premises, and any other municipal facilities including water and sewer lines due to the operation of the facility or acts of Proposer's agents or employees.
- Work with the Board of County Commissioners, Gadsden County Sheriff Department, City of Quincy Police Department staff to determine routes, obtain any/all required permits, road closures requirements and off duty officers.
- It is expected that the Proposer shall be on-site for a sufficient time required prior to the first day of operations in order to effectively prepare for the start-up.
- Maintain and keep the building and grounds at the facility in a good, safe and clean manner and shall obey and comply with all lawful requirements, regulations, orders, rules, laws and ordinances of all public authorities that in any way affect the facility or the use of the facility and improvements.
- Operate during scheduled times and work with the TDS, Gadsden County Parks and Recreation Supervisor and Facility Maintenance staff to satisfy the requirements of hosting the events.

IV. PROPOSAL CONTENT

- a. Cover letter.
- b. Description and/or agenda of event. Please include the following information:
- c. How will this be advertised/marketed?
- d. How will tourists be attracted to attend or observe the event?
- e. Event history.
- f. Please provide relevant information that might help in the selection process.

IV. SELECTION PROCESS

The selection committee will be comprised of members of the Gadsden County Tourist Development Council and Gadsden County Board of Commissioners staff.

The committee will use the criteria described in section V below during the selection process.

The committee will have made their selection by February 25, 2016 and will make their recommendation to the Board of County Commissioners during their regularly scheduled meeting to be held on April 19, 2016.

V. EVALUATION CRITERIA 50 POINTS TOTAL

- Capability of applicant, in terms of professional qualifications and certifications, to fulfill the requirements of this project. (25 pts)
- Has the company demonstrated excellence and relevance of past ? (15 pts)
- Has the company provided all relevant material. (10 pts)

IV. OVERVIEW:

A. Goals. The Gadsden County Tourism Development Council is seeking to increase traffic and tourism in the County.

- Brand and promote Gadsden County as a marketable visitor destination as "Do Something Original".
- Increase average length of stay.
- Increase first time visits.
- Increase awareness of Gadsden's visitor assets. (Fishing, Canoeing, Hunting, Biking etc.,)
- Promote a positive Gadsden County Image.
- Increase traffic by increasing unique visitors to egadsden.com

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business _____

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirement.

Company Name _____ Vendor's Signature _____

Must be executed and returned with attached bid at time of bid opening to be considered.

PUBLIC ENTITY CRIMES
(For Information Purposes Only)

Section 287.133, Florida Statutes, was revised by deleting the requirement for vendors to file a public entity crime statement. The following paragraph contains a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

**Gadsden County
Board of County Commissioners
Management Services
P O Box 920
Quincy, FL 32353**

NOTICE TO PROSPECTIVE BIDDERS

NO BID

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

_____ Our company does not handle this type of product/service.

_____ We cannot meet the specifications nor provide an alternate equal product.

_____ Our company is simply not interested in bidding at this time.

_____ Due to prior commitments, I was unable to attend pre-proposal meeting.

_____ Other; (Please specify) _____

We do _____ we do not _____ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

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Section 287.133, Florida Statutes, was revised by deleting the requirement for vendors to file a public entity crime statement. The following paragraph contains a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

SIGNATURE FORM

Name of Company

Mailing Address

City State Zip

Authorized Signature, Title

Name (Typed or Printed) Date

Phone Number (Including Area Code)

Fax Number (Including Area Code)

Website/Email Address

Date

BID TABULATION FORM

BID TITLE: Annual Bike Race BID NUMBER: 16-06 OPENING DATE: 2-18-16 TIME OF OPENING: 11:00 a.m.	OPENED BY: Shelia Faircloth TABULATED BY: Shelia Faircloth VERIFIED BY: Allara Gutcher Page 1
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BIDDER LIST	BID AMOUNT	MET SPECS	NOTES
Topview Sports, LLC 2771 Cedaridge Cir Clermont, FL 34711	No bid amount given		
Adjourned at 11:05 a.m.			

Feb 10, 2016

Re: RFP Number 16-06

Gadsden County Board of County Commissioners – Tourist Development Council,
Annual Gadsden County Bicycle Event
Attn: Sonya Burns

BICYCLE EVENT GOALS

*The primary goal of this event is to bring athletes and spectators from outside of Gadsden County into the area. Our athletes usually stay in hotels for two nights and often travel with other family members. The economic impact on a community is tremendous.

*The secondary goal of the event is to showcase the County as a great place for sport/leisure and most of all bicycle racing.

*Provide a top notch cycling event that may even have the potential to grow into other sports in the coming years such as bicycle touring and a 5K/10K running event.

*The event scope would be to provide a Road Race, Time Trial and a downtown Criterium. These events will all be combined to create the Red Eye Velo Stage Race.

*TopView Sports would be providing full liability insurance through the National Governing Body – USACycling.

SCOPE OF SERVICE

*TopView Sports produces a statewide series of bicycle races that attracts riders from all over the state to follow our series. This really helps race venues that are well outside of the central Florida area and would otherwise struggle to get attendance.

*We also produce many events in both Alabama and Georgia so our following from that region is quite vast as well. Multistate marketing will be key in getting many out of town riders to the area.

*Our Bill Bone ProAm Series is in its 11th year and we have an ongoing commitment from that sponsor to continue the relationship to further enhance cycling in the state.

*Our Topview Sports management and staff conduct over 50 days of cycling events each year and are complete professionals in the field.

*TVS will work with local area hotels as we did in 2015 to provide many housing options for the athletes and spectators.

*Our Cycling Series is the only statewide series in Florida and boasts races from Pensacola to West Palm Beach and about 20 communities in between.

*TopView Sports will continue to market this particular event and the series throughout the state and the Southeast.

*TVS will apply for and pull all the necessary permits and permissions for both county, city and private land use.



2771 Cedaridge Cir
Clermont, FL 34711

Tim Molyneaux
407-256-7971
tim@TopViewSports.com



EXHIBIT B

CYCLING SPECIFIC SERVICES

- *TVS will provide scoring via the Mylaps/ProChip timing system.
- *TVS will operate and manage all aspects of results and scoring to provide the fastest most accurate results available and to adhere to USACycling standards.
- *TVS will handle distribution of results to any/all event applicable websites.
- *TVS will provide printed results for posting and promoter records.
- *TVS will manage the online and onsite registration process and assign bib numbers.
- *TVS will manage the Stage Race Results based on time onsite and display online using our proprietary software.
- *TVS will manage the acceptance and processing of any/all payments for the event.

EQUIPMENT

- * 300 Transponders
- * 2 Detection Loop/ chip timing (Start/Finish)
- * 1500 Watt Sound System (music/announcer) 6 Speakers and 2 Wireless Mics
- * 28 foot Timing trailer with separate Stage for USAC Officials and announcer
- * 30 foot wide aluminum Start/Finish Arch
- * Registration Computers/Tables/Tent/Networking
- * 3 Portable generators
- * Tables, chairs, garbage cans, podium and backdrop
- * Plus a pile of other equipment that is too long to list here.

PERMITTING & EVENT FLYER

- *TVS will manage and handle the USACycling Permitting & Insurance acquisition.
- *TVS will design and distribute the Official Race Flyer with one of the best designers of flyers in the country.

QUALIFICATIONS

- *TVS will commit to the 3 year commitment and time frame as outlined in the RFP.
- *TVS will market Gadsden County TDC on all printed materials, web sites and flyers.
- *TVS will carry event insurance that will cover any/all county/city entities involved in the event.
- *TVS will work closely with both city and county and both police and sheriff to determine the best courses and safety plan for residents and athletes alike.
- *TVS will plan to arrive with ample time to execute the task of preparing for the event and stay long enough to ensure that the areas we use are as clean as they were when we arrived.
- *TVS will work with TDS, Gadsden County Parks and Recreation to satisfy the requirements of holding the event.

HISTORY

- *TVS successfully conducted this event last year with the cooperation of the Gadsden County Board of County Commissioners and the Mayor and City Council of Quincy.
- *The event was widely accepted and talked about all year as a racer favorite. We would like to keep that momentum going and turn this into one of the best annual cycling events in the state.

If you have any questions or items that need clarification, please call me to discuss. We can provide a list of clients and references upon request.
We look forward to working with you on this event.

Thanks,

Tim Molyneaux 407.256.7971



2771 Cedaridge Cir
Clermont, FL 34711

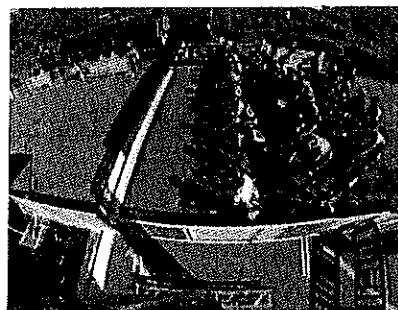
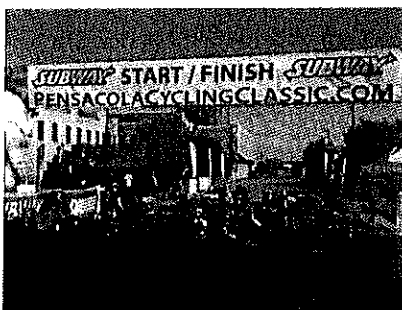
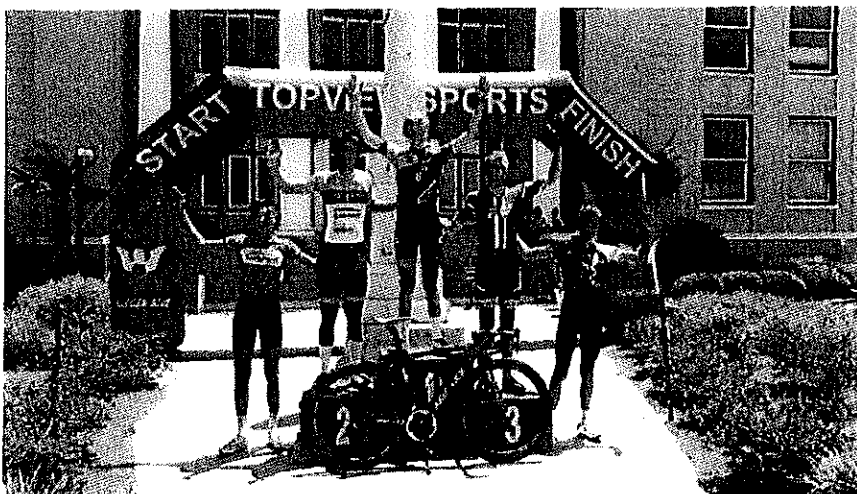
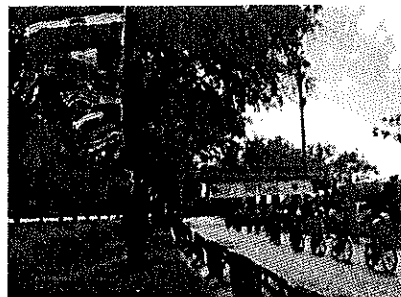
Tim Molyneaux
407-256-7971

tim@TopViewSports.com





Sample Event Images...



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Clermont, FL 34711

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tim@TopViewSports.com



DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

Topview Sports does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance program, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

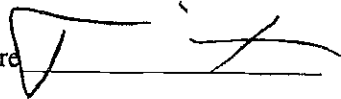
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirement.

Company Name Topview Sports Vendor's Signature



Must be executed and returned with attached bid at time of bid opening to be considered.

SIGNATURE FORM

TopView Sports

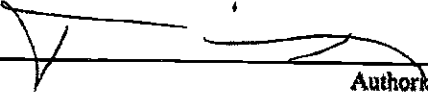
Name of Company

2771 Cedaridge Cir.

Mailing Address

Clermont, FL 34711

City State Zip

 President

Authorized Signature, Title

Tim Molyneux 2-10-16

Name (Typed or Printed) Date

407-256-7971

Phone Number (Including Area Code)

-

Fax Number (Including Area Code)

www.Topviewsports.com / Tim@Topviewsports.com

Website/Email Address

2-10-16

Date



Sonya Burns,

Thanks for taking the time to review our proposal for the bicycle event in Gadsden County. We are excited to return to the area to host this event. Last year was such a great event and attracted so many riders for a first event, we were thrilled. We were especially happy at the reception that we received from the local government and the Mayor of Quincy. It's always nice to host races in a community that likes having us there and realizes the positive impact that we provide. Please accept this proposal for the event and also let me know if you have any questions regarding the proposal or the event itself.

We will again be planning to host the event in cooperation with the great folks of the Red Eye Velo Cycling Team based in Tallahassee. Locals, Pete Butler and James Thompson have been long time friends and allies in that area and we were happy to bring our show to their hometowns.

Thanks again and I look forward to working with you soon.

Tim Molyneaux,
President, TopView Sports -Clermont, FL

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Clermont, FL 34711

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