REQUEST FOR PROPOSAL

TRACK OPERATOR

SUN VALLEY BMX TRACK
<table>
<thead>
<tr>
<th><strong>Opportunity</strong></th>
<th>Operate and manage Sun Valley BMX Track</th>
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<tbody>
<tr>
<td><strong>Location</strong></td>
<td>Sun Valley Community Park, 115 W. 6th Ave., Sun Valley, NV 89433</td>
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<tr>
<td><strong>Schedule a Tour</strong></td>
<td>Pre-submittal tours are available upon request</td>
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<tr>
<td><strong>Deadline</strong></td>
<td>December 31, 2015</td>
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<tr>
<td><strong>Contact</strong></td>
<td>Questions about this opportunity and the submittal process should be directed to:</td>
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<td></td>
<td>Jon Combs, Public Works Director</td>
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<td></td>
<td>Sun Valley General Improvement District</td>
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<td></td>
<td>5000 Sun Valley Blvd.</td>
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<td></td>
<td>Sun Valley, NV 89433</td>
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<td>(775) 673-2220</td>
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<td><a href="mailto:jcombs@svgid.com">jcombs@svgid.com</a></td>
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</table>
SCOPE OF WORK

The intent of this Request for Proposal (RFP) is to obtain a qualified USA BMX Track Operator hereafter referred to as “Operator”, to operate and manage the Sun Valley BMX Track. The Sun Valley BMX Track is located at the Sun Valley Community Park adjacent to the skate park. There is also a baseball field, soccer field, neighborhood center, swimming pool and parking lot within in the park.

SCOPE OF WORK

- Sun Valley General Improvement District is seeking an Operator to provide organized BMX practice, competition riding, and special events to USA BMX members.

- Must be able to provide a welcoming and friendly environment to all participants, spectators, and overall general public.

- Provide a track suitable for all rider skill levels; strider, beginner, intermediate, and expert.

- Maintain property in a clean, safe, environmentally-sound and attractive condition and further maintain and repair building or improvements now existing or newly constructed on such property during the term of an agreement and any extensions or renewals thereto.

- Operator will be solely responsible for providing necessary support for its activities, including staffing requirements, first aid, materials, supplies, and equipment.

- Provide a minimum of five (5) USA BMX memberships each year to those children who otherwise could not participate due to financial hardship.

- Subject to additional requirements per the Sun Valley General Improvement District Lease Agreement (see attached proposed agreement).
PROPOSAL

Sun Valley General Improvement District is seeking thoughtful, creative, and clear responses to the following questions.

1. Describe your organization and that of potential partners. Describe your governance management structure, community served; key success and challenges overcome resulting in success.

2. Please provide details of membership, including membership rates and marketing strategies.

3. Discuss your fundraising experience.

4. Describe your outreach plan and identify potential partners who will help achieve the program goals.

5. Create a sample weekly schedule that demonstrates use of the facility, including potential access for the general public, if any.

6. As an attachment, please provide testimonials that are pertinent to your proposal.
SUBMITTAL REQUIREMENTS

Request for information should be submitted by Monday, December 7, 2015. Proposals are due by 5:00 PM Thursday, December 31, 2015.

Each respondent must submit one (1) original proposal. Should respondent believe the proposal to contain confidential information then respondent shall also submit one (1) public copy with information that respondent believes is exempt from disclosure permanently redacted. All submittals become the property of Sun Valley General Improvement District and the public copy may be posted on the Sun Valley General Improvement District website.

The title of the submittal, and the name and address of submitting organization must be clearly marked on the cover sheet of the proposal. The Sun Valley General Improvement District retains all proposals for the official record. Proposals may be submitted in hard copy or electronically in pdf format.

Deliver hard copy proposal to:
Sun Valley General Improvement District
Attn: Jon Combs, Public Works Director
5000 Sun Valley Blvd.
Sun Valley, NV 89433

Deliver electronic pdf proposals to:
jcombs@svgid.com

Proposals that do not comply with all submittal requirements may be disqualified.

Submittal Content

1. Name of submitting company or organization.
2. Legal structure of submitting company or organization (e.g. 501 (c)(3), corporation, joint venture, limited partnership) and date established.
3. Name, signature, title, address, telephone number, and email of the person authorized to represent the submitting organization.
4. Name and relationship of all organizations included in the proposal, as appropriate.

Selection Process

The Sun Valley General Improvement District will select the Operator on Thursday, January 14, 2016. Proposals will be evaluated based on responses to the proposal questions. Candidates will be invited to meet with members of the Sun Valley General Improvement District Board of Trustees and District staff during the week of January 4, 2016.
General Information

The Sun Valley General Improvement District reserves the right to reject any and all responses as deemed in the best interest of Sun Valley General Improvement District. The Sun Valley General Improvement District reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses. In the event it becomes necessary to revise any part of the solicitation, addenda shall be created and emailed to all respondent(s) that have provided accurate email address.

Insurance Requirements

General Comprehensive Insurance will be required from the organization that enters into a contract with the Sun Valley General Improvement District. Insurance coverage shall be at least $1,000,000 per occurrence and in the aggregate include participant and public liability. Sun Valley General Improvement District shall be listed on the certificate of insurance as an additional insured.
LEASE AGREEMENT
[BMX]

THIS LEASE AGREEMENT (hereinafter “Agreement”) is made and entered into this ___ day of __________, 2015, by and between Sun Valley General Improvement District, (hereinafter “Lessor”), and ____________________, doing business in Nevada and an affiliate of the USA BMX (hereinafter “Lessee”), or (hereinafter, as the context requires, Lessor and Lessee shall be collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, Lessor is a quasi-municipal corporation authorized to exercise, among other powers, the recreational power as provided in NRS Chapter 318; and

WHEREAS, Lessor owns the property currently used as a Bicycle Motocross (hereinafter BMX) Track; and

WHEREAS, Lessee desires to lease the Property described below for use as a BMX Track to provide organized public BMX practice and competition riding; and

WHEREAS, the parties desire by this Agreement to define their respective rights, duties and liabilities relating to the Property and any improvements now existing or in the future to be designed, constructed or placed thereon.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION ONE
DESCRIPTION AND USE OF PROPERTY

Lessor hereby leases unto Lessee, and Lessee hereby leases from Lessor, the non-exclusive use of the "pit" area as designated by Washoe County Community Development located within Sun Valley Community Park, Washoe County, Nevada (hereinafter “Property”) as shown on the location map attached hereto as Exhibit A. Lessor reserves the right to use the Property for other uses as long as such uses do not substantially interfere with Lessee’ authorized use and enjoyment of the Property.

Permission to enter the Property is also reserved by Lessor or its representatives to access the Property and any improvements thereon if required or desirable for maintenance activities or monitoring purposes by the appropriate governing agency without cost or offset during the term of this Agreement. Lessee shall accept Property in an “as is” condition. Lessee shall not use or permit said Property or any
part thereof to be used for any purpose other than the purpose identified in this Section One, without the prior written consent of Lessor. Lessee shall use the Property for providing organized BMX practice, competition riding, and special events only.

Lessee shall not conduct or at any time knowingly permit its employees agents, visitors or other users to conduct activities on or permit uses of the Property that are unlawful or in violation of any federal or state statute, code, regulation or any covenant or condition herein. At any time Lessee becomes aware of any such unlawful or unauthorized use of, or activities on the Property, Lessee shall promptly notify Lessor.

SECTION TWO
TERM OF AGREEMENT

The term of this Agreement shall commence upon the execution of this Agreement and continue until December 31, 20XX unless earlier terminated by either party.

Notwithstanding the foregoing, Lessor may terminate this Agreement at any time, for any reason, with or without cause, in Lessor’s sole discretion and for its convenience upon thirty (30) days prior written notice to Lessee.

SECTION THREE
LESSOR’S RESPONSIBILITIES

A. Lessor shall provide, at its expense, a garbage dumpster and one (1) accessible temporary restroom at the Property.
B. In the event Lessor uses the Property and any temporary restroom facility, Lessor shall provide minimal maintenance of the Property and of any temporary restroom facility, leaving the Property and such facility in a clean, attractive and safe condition as existed prior to Lessor’s usage.
C. Lessor shall provide minimal maintenance assistance on an as-needed basis. “Minimal maintenance assistance” does not include maintenance of track or race-related equipment.
D. Lessor shall monitor Lessee’s activities to assure compliance with the terms of this Agreement.

SECTION FOUR
LESSEE’S RESPONSIBILITIES

A. Lessee agrees that it shall use the Property solely for a public BMX Track as described in Section One above. In the event that the Lessee ceases to use the Property for that purpose, Lessor shall automatically terminate this Agreement upon giving written notice to Lessee. Should Lessor terminate the Agreement
with Lessee for failure of Lessee to use the above described Property as a public BMX Track, any leasehold improvements placed upon the Property by Lessee shall revert to Lessor for Lessor's use.

B. Lessee shall be responsible for payment of utilities at the track site, including electricity and water. Payment for utilities will be based upon Lessee notifying Lessor when to turn water on and off. Lessee will be responsible for quarterly payments of both electricity and water until such date as Lessor is notified by Lessee to turn off services.

C. Lessee agrees that prior to any construction, design, redesign, extension or placement of improvements or personal property on the Property, it shall meet with Lessor or provide to Lessor a copy of all plans for such construction, design, extension, placement or modification(s), which plans Lessor shall, within thirty (30) days after receipt, either approve disapprove. Any construction, design, redesign, extension, placement of or modification(s) to improvements shall be in accordance with the provisions of the Sun Valley Community Park Master Plan. Beyond this requirement, approval by Lessor shall not be unreasonable withheld.

D. Lessee shall abide by all applicable County and State laws and regulations, and shall secure all required permits and/or licenses, as affects the operation and development of the Property and BMX Track.

E. Lessee hereby assigns to Lessor all of its rights, title and interest to all donated or grant purchased equipment and/or capital items, previously obtained or obtained in the future, where Lessee has solicited the donations and/or grants on behalf of the BMX Track. The equipment and/or capital items shall be the property of Lessor and remain within the possession of the Lessor for use as a BMX Track.

F. Lessee agrees to maintain the entire above-described Property in a clean, safe, environmentally-sound and attractive condition and further maintain in good repair any buildings or improvements now existing or newly constructed on such Property during the term of this Agreement and any extensions or renewals thereto.

G. Lessee will be an approved Track Operator by USA BMX and maintain the Track in compliance with standards and guidelines established by the USA BMX.

H. Lessee shall be solely responsible for providing the necessary support for its activities, including staffing requirements, first aid, materials, supplies, and equipment.

I. Lessee shall be solely responsible for any advertising or promotion of its activities, provided that any advertising or promotion shall refer to the facility as owned and managed by Sun Valley General Improvement District (Lessor).

J. Lessee agrees to promote and maintain an active working relationship with the Sun Valley community.

K. Lessee agrees to report any damage or safety hazards to Lessor with twenty-four (24) hours via fax, email, or telephone.

L. Lessee agrees to pay Lessor the established annual rider fee of ten ($10.00) dollars per participant. Said rider fees must be paid to Lessor in an estimated
amount on or before July 1st of each year with a final reconciliation due to be paid by Lessee or refunded by Lessor, as the case may be, on or before December 31st of each year of the lease term. The parties agree that this, and the provisions of paragraph M herein below, is material terms of this Agreement the breach of which may result in termination of the Agreement and/or alternative enforcement proceedings by Lessor.

M. Lessee agrees to provide to Lessor a monthly moto sheet attendance report for organized league use and special events, including scholarship riders.

N. Lessee shall obtain permission from Lessor one month prior to scheduling any evening activities involving overhead lighting.

O. Lessee shall maintain any amplified sound at a level not to exceed the maximum decibel level prescribed by Lessor.

P. Lessor reserves the right from time to time at its own expense to make such improvements, alterations, renovations, changes, and repairs in and about the Property as Lessor shall deem desirable. Except where such improvements, alterations, changes and repairs unreasonably disrupt Lessee’s use and peaceful enjoyment of the Property, Lessee shall make no claim against Lessor for abatement of rent, if any, for interference with Lessee’s leasehold interest or for loss or damage to its business during such improvements, alterations, renovations, changes and repairs.

Q. The erection, construction, installation, placement or making of any approved improvements shall be accomplished and completed in a workmanlike manner and in compliance with all applicable county, state, and municipal laws and regulations.

R. Lessee shall keep the Property and any improvements thereon free from any liens arising out of any work performed, or materials furnished, or obligations incurred by Lessee.

S. Lessee shall prohibit its members from riding their BMX bikes on the skateboard and inline-skating portions of the Sun Valley Community Park during its practices and races.

T. Lessee shall endeavor, through donations or other resources, to provide a minimum of five (5) memberships each year to those children who otherwise could not participate due to financial hardship. Licensee is to provide Sun Valley General Improvement District with a receipt of proof of all memberships granted to such children.

U. Lessee will adhere to the designated parking plan as attached hereto as Exhibit B. Allotted parking for BMX is located on the southwest side of the BMX Track and east of the baseball field with additional overflow parking near the soccer field and Neighborhood Center. Adherence to the parking conditions by Lessee participants and patrons is required. Failure to adhere to the parking plan may result in termination of this Agreement.
SECTION FIVE
SCHEDULING

Lessor and Lessee agree Sun Valley General Improvement District shall have the right to use the Facility for its own purposes and special events upon a schedule to be mutually agreed to by both parties. Parties further agree that said schedule could be altered by Sun Valley General Improvement District upon thirty (30) days prior written notice.

Lessee shall provide to Sun Valley General Improvement District a schedule of races and practices. Licensee shall notify the Director, or designee, of any changes in the schedule no less than two (2) weeks prior to the change.

SECTION SIX
INDEMNIFICATION

A. Lessee shall hold harmless, indemnify and defend Lessor, its officers, agents and employees from any loss or liability, financial or otherwise resulting from any claim demand, suit, action or other cause of action based on bodily injury including death or property damage to any person, including Lessee’s employees and invitees, that is caused by any action, either direct or passive, or the omission or failure to act or negligence on the part of the Lessee, its employees, agents or representatives, or caused by any action arising out of the use of the Property or Lessee’s duties and responsibilities under this Agreement.

B. Pursuant to Nevada Statutes, Chapter 41 and without waiving any provisions thereof, Lessor shall hold harmless, indemnify and defend Lessee from and against any loss, damage, claim, suit or liability due to injury, including death, or property damage, to any third party arising out of the negligent or alleged negligent acts or omissions of the Lessor, its agents, contractors or employees, concerning the Property and the Lessor’s duties and responsibilities pursuant to this Agreement.

SECTION SEVEN
INSURANCE

Prior to commencement of the Agreement, file with the Sun Valley General Improvement District a general comprehensive liability insurance policy which shall insure Lessor and provide primary coverage for the Sun Valley General Improvement District, its officers, boards, agents and employees, against liability for loss or liability for personal injury, death, property damage, or other damages arising from relating to the Lessee’s business operation. Insurance obtained by Lessee shall by a certificate of insurance naming Sun Valley General Improvement District, its officers, board, agents and employees as additional insured and shall contain an
original endorsement and a provision that a written notice of any cancellation of said policy shall be delivered to the Sun Valley General Improvement District thirty (30) days in advance of the effective date thereof. Lessee further agrees that the amount of coverage shall be at least $1,000,000 per occurrence and in the aggregate and include participant and public liability.

Lessee agrees to hold harmless, indemnify and defend Sun Valley General Improvement District from and against all losses, liabilities, expenses, and other detriments of any nature or description to the person or property of another to whom the Sun Valley General Improvement District may be subjected as a result of any claim, demand, action or cause of action which may be made or had against Sun Valley General Improvement District as a result of any negligent act, error, or omission on the part of Lessee, Lessee’s employees, volunteers or invitees resulting from the activities arising out of the Agreement and the use of this Facility.

In the event Lessee shall fail to procure insurance in the form, coverage and amount required by Lessor and fail to maintain the same in force and effect continuously during the term of this Agreement, Lessor shall be entitled to, but shall not be required to, procure the same and Lessee shall immediately reimburse Lessor for such premium expense. Lessee shall be considered in default if Lessee fails to provide Lessor with proof of the required insurance upon commencement of the Agreement.

SECTION EIGHT
WAIVER

Any failure on the part of either party to take action against the other for any breach of covenant herein shall not be construed to constitute a waiver of any other or subsequent breach.

SECTION NINE
FUNDING OUT CLAUSE

If Lessor fails to appropriate budget funds specifically for the purpose of maintaining the Property, in any subsequent fiscal year after the effective date of the Agreement, Lessee hereby agrees to cancel this Agreement and hold Lessor harmless from any penalty, charge or sanction. Lessor agrees to provide written notice to Lessee of this eventuality, should it occur.
SECTION TEN
COSTS AND ATTORNEY’S FEES

Should either party hereto institute any action or proceeding to enforce or interpret any provision hereof or for damages by reason of an alleged breach of provision of this Agreement, the prevailing party shall be entitled to receive from the losing party its costs and such amounts as may be adjudged to be reasonable attorney’s fees. Both parties agree to attempt mediation prior to the institution of any such action or proceeding.

SECTION ELEVEN
CHOICE OF LAW, VENUE

The Agreement shall be construed in accordance with and be governed by the laws of the State of Nevada. All parties hereto consent to the personal jurisdiction of the Nevada state court located in Washoe County, Nevada and to the service of process by any means authorized by such state court or under the laws of the State of Nevada. The exclusive venue of any action, proceeding or counterclaim arising out of or in connection with this Agreement shall be Washoe County, Nevada.

SECTION TWELVE
QUIET ENJOYMENT

Lessee, while in compliance with the terms and covenants herein, is entitled to the quiet enjoyment of the Property for the term hereby created.

SECTION THIRTEEN
NOTICES

All notices and demands which may be required to be served upon the respective parties to this Agreement shall be in writing and may be served either personally or by certified mail, postage prepaid, addressed to _________________________ and upon Lessor to Sun Valley General Improvement District, 5000 Sun Valley Blvd., Sun Valley, NV 89433, or at such other address as the parties may designate and serve upon the other. Any service by mail shall be deemed served upon deposit with the United States Post Office.

SECTION FOURTEEN
HAZARDOUS SUBSTANCES

Lessee shall not cause or permit any hazardous substances to be used, stored, manufactured, released or disposed in or upon the Property, except in the minimum
quantities as are customary and usual in connection with Lessee’s permitted use. If the Property becomes contaminated as a result of violation by Lessee of the Section Fourteen, for which Lessee is legally liable, Lessee shall indemnify, defend and hold Lessor harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred from investigation removal, remediation and restoration mandated by federal, state and local governments, together with Lessor’s attorney’s fees.

If hazardous substances have been used, stored, manufactured or disposed in or upon the Property or connected areas outside the Property, or if the Property or connected areas outside the Property, are or become contaminated in any manner, for which Lessor is legally liable, Lessor shall indemnify, defend and hold Lessee harmless from all related claims, judgments, penalties, costs or losses, including all expenses incurred for investigation, removal, remediation and restoration mandated by federal, state and local governments, together with Lessee’s attorney fees.

“Hazardous Substances” mean all toxic, ignitable, reactive and corrosive substances regulated by federal, state or local governments.

SECTION FIFTEEN
EFFECT OF AGREEMENT

A. This Agreement constitutes the entire contract between the parties and no obligations other than those set forth herein will be recognized unless endorsed hereon in writing.

B. The covenants and agreements herein contained are binding on the parties hereto, their successors, assigns and legal representatives.

This section left blank intentionally.
IN WITNESS WHEREOF, the parties hereto set their hands as of the day and year first above written.

SUN VALLEY GENERAL IMPROVEMENT DISTRICT, a quasi-municipal corporation of the State of Nevada

By _______________________________  By_______________________
Authorized SVGID Representative      Organization, Director

STATE OF NEVADA   )
                   :
COUNTY OF WASHOE  )

On this ______ day of ___________, 20XX, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared ___________________________ , known to me to be the person described in and who executed the forgoing instrument, and who acknowledged to me that it/he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

____________________________________ Notary Public

STATE OF NEVADA   )
                   :
COUNTY OF WASHOE  )

On this ______ day of ___________, 20XX, before me a Notary Public in and for the County of Washoe, State of Nevada, personally appeared ___________________________ , known to me to be the person described in and who executed the forgoing instrument, and who acknowledged to me that it/he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

____________________________________ Notary Public