

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Mike Gove
Director of Information Systems/Technology

Mike Bandelin
Diamond Peak General Manager

SUBJECT: Review, discuss and possibly award an Equipment Purchase Agreement for installation of RFID – Software and Gentries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project 3499CE2201; Vendor: Axess America's, Inc.; in the amount of \$351,528.10, plus a 5% contingency in the amount of \$17,576.40, for a total of \$369,104.50

DATE: August 31, 2022

I. RECOMMENDATIONS

That the Board of Trustees makes a motion to:

1. Award an Equipment Purchase Agreement (Attachment 1) for installation of RFID (Radio Frequency Identification) Technology – Software and Gentries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project 3499CE2201; Vendor: Axess America's, Inc.; in the amount of \$351,528.10 plus a 5% contingency in the amount of \$17,576.40 for a total of \$369,104.50.
2. Authorize Staff to execute all contract documents based on review by District General Counsel.

Award an Equipment Purchase Agreement for -2-
Installation of RFID – Software and Gantries
2022/2023 Capital Improvement Project:
Fund: Community Services; Division: Ski;
Project 3499CE2201; Vendor: Axess Americas, Inc.,
in the amount of \$351,528.10, plus a 5%
contingency in the amount of \$17,576.40,
for a total of \$369,104.50

August 31, 2022

II. DISTRICT STRATEGIC PLAN

Long Range Principle #4 – Service – The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

III. BACKGROUND

The proposed project was identified at the Board meeting held on March 1, 2022, which included the Budget Workshop #3 agenda item. The workshop included discussion regarding District Board of Trustees policy 12.1 – Multi-Year Capital Planning, as well as Board Priority Projects, which included the newly proposed project for installation of RFID – Software and Gantries at the ski venue. The proposed project was also included in the presentation per policy 12.1 – 3.2. Prioritize Projects under this criteria; *3.2.4 Priority 4 - new initiatives projects that create new amenities that are wanted by the community and will be funded by existing sources*. The project was discussed during the budget workshop and per the Board of Trustees' direction, funding for the project of \$410,000 was included in Fiscal Year 2022/2023 Capital Improvement Project Budget which was presented and approved at the May 26, 2022 Board meeting.

In accordance with Board Policy 3.1.0., 0.15 Consent Calendar, this proposed item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

IV. DISCUSSION

The proposed project includes the purchase and installation of an RFID Access Control System. This system controls access to the ski lifts through the use of purchased smart media in the form of season passes and day tickets that are loadable and reloadable via payment centers both online and on site.

Items associated with the project include Point of Entry/Access, Point of Sale Peripheral Hardware, Software and Services. This project includes the installation of three four-person access gantries located at the bottom terminals of the

Award an Equipment Purchase Agreement for Installation of RFID – Software and Gantries 2022/2023 Capital Improvement Project: Fund: Community Services; Division: Ski; Project 3499CE2201; Vendor: Axess Americas, Inc., in the amount of \$351,528.10, plus a 5% contingency in the amount of \$17,576.40, for a total of \$369,104.50

Lakeview, Lodgepole and Crystal ski lifts, and one two-person gantry at the Schoolhouse lift. This project also includes time and materials related to the completion of the project outside of this proposal, including installation of gantry mounting pedestals, ethernet radios and miscellaneous electrical and data installation hardware.

The primary business driver for the District to pursue the move to RFID technology at the ski venue is to acquire more accurate data on visitation counts relating to season pass and daily ticket use, while also reducing potential access fraud.

Other benefits may include the ability to utilize customer access history in the event of a potential missing guest on the mountain. In this scenario, system data can be utilized to determine their last point of access. This same access data could also be analyzed to determine a particular high use area of the mountain, allowing staff to better plan for business operations via lift usage data.

The proposed project has the ability to serve as a pilot for the usage of access control systems and how they may be considered beneficial for implementation within other areas of the District’s Community Services and Beach venues.

V. PROPOSAL RESULTS

The Staff, per District Purchasing Policy for Goods and Services 20.1.0, publically advertised through PlanetBids a formal competitive solicitation for RFID Solutions beginning on July 29, 2022 through August 10, 2022. The Request for Proposals (Attachment 2) was also sent to two known providers of RFID solutions, SkiData and Axess America’s. Axess responded with a proposal; SkiData declined to submit a proposal due to software development and supply chain-related constraints. The Axess proposal was evaluated for responsiveness and is currently proposed to the Board of Trustees for a equipment purchase award (included as part of Exhibit A within Attachment 1).

VI. FINANCIAL IMPACT AND BUDGET

Funding to support the proposed Equipment Purchase Agreement, is provided in the approved FY2022/23 capital budget, with the Ski Fund (340), in the amount of \$410,000 (see CIP data sheet, Attachment 3).

The following table includes Staff’s estimate of the total project costs:

Award an Equipment Purchase Agreement for -4-
 Installation of RFID – Software and Gantries
 2022/2023 Capital Improvement Project:
 Fund: Community Services; Division: Ski;
 Project 3499CE2201; Vendor: Axess Americas, Inc.,
 in the amount of \$351,528.10, plus a 5%
 contingency in the amount of \$17,576.40,
 for a total of \$369,104.50

August 31, 2022

Description	Amount
Axess equipment purchase agreement	\$351,528.10
A 5% contingency on Axess proposal amount	\$17,576.40
Owner supplied time, materials and hardware associated with installation of ski lift access gantries, media pick-up boxes and devices	\$21,000.00
Total estimated project costs	\$390,104.50
<i>Total project funding available</i>	<i>\$410,000.00</i>

Staff notes that additional expenses related to the RFID project, outside of the proposed agreement, include the purchase of season pass and lift ticket RFID media stock. The purchase of this media has been included as an operating expense within the current fiscal year 2022/23 operating budget, in the amount of \$89,500. In addition, the annual Software Service fee of \$14,406 associated with the proposed project is also included in the ski venue annual operating budget.

VII. ALTERNATIVE

The Board of Trustees may choose not to proceed with the project and defer the project to a future date.

VIII. BUSINESS IMPACT

This item is not a “rule” within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

IX. COMMENTS

Provided that the proposed project including the purchase agreement is approved, the supplier and Staff intend to have the system in place and operational prior to the opening of the ski venue in December 2022.

Attachments:

- 1 - Project equipment purchase agreement
- 2 - Project request for proposal as published
- 3 - Capital improvement project data sheet
- 4 - Axess - request for proposal response

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
EQUIPMENT PURCHASE AGREEMENT**

**Diamond Peak RFID Procurement
CIP 3499CE2201**

This Equipment Purchase Agreement (“Agreement”) is entered into as of [Date] by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and **Axess America’s, Inc.**, a Delaware registered C-corporation, with its principal place of business at 6443 Business Park Loop Road in Park City, Utah (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit A, attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Exhibit A.

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit A specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without District’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit A as equal to any particular standard, District will decide the question of equality. When requested by District, Contractor will furnish District with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at District’s request.

Section 3. INSPECTIONS AND TESTS.

District shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit A, then without prejudice to any other rights or remedies, District may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair District’s right to reject nonconforming goods, irrespective of District’s failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or set forth in Exhibit A, from the date of final written acceptance of the Equipment by District as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
3. Repay to District the purchase price of the defective Equipment.

If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, District will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit A are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to District hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

District, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, District's requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between District and Contractor and such change will be authorized by a change order document signed by District and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to invoices@ivgid.org, with a copy to RLR@ivgid.org.

B. If Progress Milestones have been specified Exhibit A, then payments for the Equipment will be made as the requirements of such Progress Milestones are met. Progress payments for the Equipment will be made by District upon proper application by Contractor during the progress of the Equipment and according to the terms of payment as specified in Exhibit A. Contractor's progress billing invoice will include progress payments due for the original scope of work and changes. Each "Item for Payment" shown in Exhibit A and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit A or a change order, must have subcontractor and/or supplier invoices attached to Contractor's invoice. Other format and support documents for invoices will be determined by District in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor's expense.

D. Payment of the final Progress Milestone payment or any retention will be made by District upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit A and in the amount associated with the Progress Milestone;
2. Written acceptance of the Equipment by District;
3. Delivery of all drawings and specifications, if required by District;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit A. Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to District written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of District. Contractor shall have no power or authority by this Agreement to bind District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain District's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to District, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind District.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of District. Notwithstanding the foregoing, in the event that the District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. INDEMNIFICATION.

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage;
2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;
3. Workers' Compensation in compliance with applicable statutory requirements; and
4. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply

separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in Nevada, and satisfactory to the District.

D. Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and may be emailed to rlr@ivgid.org. All certificates and endorsements must be received and approved by the District before delivery commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, 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.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY DISTRICT.

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem

expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.

B. District may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and
3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:
Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Mike Bandelin
775-832-1125

CONTRACTOR:
Axess America's, Inc.
6443 Business Park Loop Road, Suite A
Park City, Utah 84098
Attn: Brian Brodbeck
435-333-5700 Ext. 111

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

N. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT**

Approved By:

Mike Bandelin
General Manager, Diamond Peak

Date

AXESS AMERICA'S, INC.

Signature

Name

Title

Date

Federal ID No. 82-1341336



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)
dba
DIAMOND PEAK SKI RESORT
REQUEST FOR PROPOSALS
Radio Frequency Identification Procurement
CIP 3499CE2201

July 29, 2022

SECTION 1 – REQUEST FOR PROPOSALS

The Incline Village General Improvement District (IVGID) is requesting proposals presenting a solution to provide a radio frequency identification (RFID) system to the Diamond Peak Ski Resort (Project).

Complete Proposal Documents may be obtained at the IVGID Engineering office, or downloaded from our website at <https://www.yourtahoeplace.com/ivgid/resources/purchasing>. It is the Proposer's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included with the Proposal Documents. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on August 31, 2022, to award a procurement contract to the most qualified responsive bidder.

The District reserves the right to reject any or all proposals and to waive any irregularities therein.

To request a copy of the Proposal Documents or if you have any questions concerning this procurement bid, contact the District Engineering Office at 775-832-1267.

SECTION 2 INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

- 1. SCOPE AND INTENT:** It shall be the intent of this Request for Proposal to select a vendor to present a solution to providing a radio frequency identification (RFID) system to the Diamond Peak Ski Resort currently utilizing RTP|One Point of Sale Software, basically consisting of:
 - a. Point of Access
 - i. Three (3) quad-chair access gantries
 - ii. One (1) double-chair access gantry
 - b. Point of Sale and Fulfillment
 - i. Up to twenty (20) Point of Sale stations and two (2) media dispenser stations
 - c. Software Integration to RTP|ONE Point of Sale

d. Services, Technical and Hardware Support

2. **Site Visit:** It is highly recommended that proposers make a site visit to Diamond Peak in order to familiarize themselves with the general layout of buildings, lift access points and other existing structures and to determine optimal locations for pick-up boxes, gantries, etc. Site visits may be coordinated by contacting Ski Resort Administrative Assistant Stephanie Koehler at 775-832-1177, or Diamond Peak General Manager Mike Bandelin at 775-830-1179. IVGID will not be responsible for any travel costs associated with this site visit.

B. ANTICIPATED PROPOSAL PACKAGE:

1. Proposals should include:
- a. Information on all suggested equipment, devices, software, services such as programming, project management, commissioning and transport, plus response times and location of your team for technical support.
 - b. An itemized price list of above equipment and support, including suggested quantities and any discounts to be offered.
 - c. Engineering schematics for installation of equipment, as appropriate.
 - d. Shop drawings of access gantry systems, including concrete pedestal, electrical and data connections and terminations.
 - e. A list of references of ski resort RFID installations in North America with # of years your RFID equipment has been installed there. Provide a minimum of four references including a current contact name, email address and phone number.
 - f. A response, in writing, to the proposed process for the following:
 - 1. Customer journey
 - 2. Product administration
 - 3. Access authorization
 - 4. RTP|ONE compatibility and proposed data flow
 - 5. Network outage contingency
 - 6. Technical support service level
 - g. A proposed date for completion of all work, including installation of equipment, training of District staff, and any troubleshooting required to provide a fully-working system.
 - h. Warranty information on all equipment.
2. To aid in the proposal evaluation process, the proposal package should also include product specifications, brochures, pictures and other support data for the equipment proposed.

C. PROPOSAL RESPONSES: It is assumed that all responses to this proposal specification are on behalf of the bidder acting either as an authorized dealer or distributor for the manufacturer of the items being proposed and that these responses are supplied by the manufacturer. If this is not the case, Proposer shall explain, in writing, in a statement to be included with the proposal.

D. PROPOSAL EVALUATION: All proposals will be evaluated to determine the most qualified responsive proposal. Proposal exceptions are permissible, provided that what the Proposer is

offering meets the intent of the proposal specifications, as determined by the Buyer. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be August 31, 2022, to award a procurement contract to the bidder most responsive to the District's needs.

E. SUBMISSION OF PROPOSALS

1. Proposals are due by **2:00 p.m., August 10, 2022**, and may be delivered to the Public Works Department of the Incline Village General Improvement District (IVGID or District), 1220 Sweetwater Road, Incline Village, Nevada 89451, or emailed to RLR@ivgid.org.
2. Late, incomplete or unsigned Proposals shall receive no consideration.
3. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
4. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the date and time stated in B.1.
5. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
6. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

F. OPEN MEETING LAW: The Incline Village General Improvement District shall adhere to NRS 241 which provides that public business shall be conducted in an open meeting.

G. DISCLOSURE OF PRINCIPALS: Bidders shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."

H. ACCEPTANCE AND/OR REJECTION OF PROPOSALS: IVGID agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District.

SECTION 3 PROPOSAL EVALUATION CHECKLIST

A. Proposals will be reviewed by District staff based on the following considerations:

1. Suitability to Diamond Peak's layout
2. Suitability to Diamond Peak and IVGID business processes
3. Technical support and services
4. Proposed date for completion of installation and training
5. References of installations
6. Warranty Information
7. Pricing

SECTION 4 - PRODUCT WARRANTY

- A. General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the equipment. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.
- B. Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer's first use.

All warranty work required during Diamond Peak's operating season shall be completed as quickly as possible, and shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.

*See RFP Response for Warranty terms.

SECTION 5 PROPOSAL RESPONSE ITEMS

The following is provided to meet Section 2.B.e, References. Attach additional pages if necessary.

Contact Name, Email, Phone Number	Name of Facility	#of year RFID in place
John Rice, jrice@sierraattahoe.com (503)659-7453	Sierra at Tahoe	3 Years Software Provider: Siriusware
Tim Plumer, tplummer@mtbachelor.com (541)610-3322	Mt. Bachelor	13 Years Software Provider: RTP
Mike Garipay, MGaripay@sugarbowl.com (847)312-7647	Sugar Bowl	2 Years Software Provider: RTP
Ryan Johnson, rj@skirose.com (775)997-3484	Mt. Rose	3 Years Software Provider: Siriusware
Anthony Flores, a.flores@deervalley.com (541)420-6800	Deer Valley	2 Years Software Provider: RTP
Mel Stockwell, mstockwell@coppercolorado.com (720)624-9087	Copper Mtn.	4 Years Software Provider: RTP



The following is provided to meet Section 2.B.g, Proposed Date of Completion:

Proposer's anticipated completion date for all work: 11/20/2022

The following is provided as part of Section 2.D, for any exceptions. Attach additional pages if necessary:

NO EXCEPTIONS

The following is provided as part of Section 2.E, Submission of Proposals:

Firm Name: Axess

Signature of Bidder: _____

Date: 08/09/2022 Phone # 720-795-6768

Title: Managing Director Email: b.brodbeck@teamaxess.com

The following is provided as part of Section 3.A.7; include anticipated complete project price in both words and numbers:

In Words: Three-hundred fifty-one thousand five hundred twenty-eight and 10/100

In Numbers: \$351,528.10

SECTION 6 DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: Axess

Address: 6443 Business Park

City, St, Zip: Park City , UT 84098

Date Business Started: 1 9 9 8

Principal Address of Company: 6443 Business Park Loop Road,,Park City, Utah



NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP

Name: Oliver Suter Official Capacity: CSO/Member of the Board

Address: 6443 Business Park Loop Road,
Park City , UT 84098

Name: Brian Brodbeck Official Capacity: Managing Director/Secretary

Address: 6443 Business Park Loop Road,
Park City , UT 84098

Name: Lars Wolf Official Capacity: Chief Financial
Officer/Finance Officer

Address: 6443 Business Park Loop Road,
Park City , UT 84098

END OF PROPOSAL DOCUMENT

Diamond Peak Ski Resort

1210 Ski Way
89451-9204 Incline Village
UNITED STATES

Your contact:
Peter Dermutz

Phone: +1 310 234 0484
Fax:
Mobile phone: +1 310 980 2826
Email: p.dermutz@teamaxess.com

Date: 02.08.2022
Requested delivery date: 15.11.2022
Offer valid to: 01.09.2022

article	description	item qty	item price	consumer discount	total price
POINT OF SALE					
AXESS PRINTERS & PADS					
Axess SMART PRINTER 600 BASIC	Ticket printer basic unit with 200 dpi thermal print head, ticket feeder, 200 mm ticket stack, RS232 and LAN interface, integrated ticket tray, incl. SmartCard reader module for ISO 15693&14443 A/B and external 24 VDC power supply;	20	USD 2,980.00	15.00%	USD 50,660.00
Axess SMART PAD 600 KW	Desktop coder with integrated SmartCard reader module for ISO 15693&14443 A/B, USB interface, keyboard wedge;	optional	USD 179.00		USD 0.00
TICKET VENDING MACHINES					
Axess PICK-UP BOX 600	Smart post made from anodized aluminium, integrated distributor box, climate controller, Smart printer: 200dpi thermal print head, ticket feeder and 200mm ticket stack, integrated Smart Card reader module for ISO 15693 & 14443 A/B Chip Cards, Controller module TFT with integrated 2D ticket scanner, useable barcode types: 1D, 2D and 2D barcodes on mobile phone, incl. 110/230 VAC / 10A external power supply;	2	USD 11,017.00	15.00%	USD 18,728.90
PUB MOBILE STAND	Base plate for PICK-UP BOX, 450 x 780mm, powder-coated, gray, incl. 4 pcs. approx. 1cm spacer plates (feet);	2	USD 547.00		USD 1,094.00
Subtotal				14.80%	USD 70,482.90

POINT OF ENTRY					
SMART GATES NG					
AX500 SMG LEFT POST	Left Smart Gate Post made from anodized aluminium, integrated distributor box, climate controller, light signals, connectors for module sections and blind covers; available mounting options: floor, gantry or pallet (without gantry construction and pallet);	14	USD 1,686.00	15.00%	USD 20,063.40
AX500 SMG RIGHT POST	Right Smart Gate Post made from anodized aluminium, integrated distributor box, connectors for module sections and blind covers; available mounting options: floor, gantry or pallet (without gantry construction and pallet);	14	USD 1,307.00	15.00%	USD 15,553.30
SMG FLAP MODULE	Left and right flap module, 20 cm flap arms, electronic board, speed and position software controlled, optical passage sensors for closing command;	14	USD 3,958.00	15.00%	USD 47,100.20
SMG ANTENNA	Antenna with transparent plates and foil (Axess logo), shielding plate with anodized aluminium bracket; including long range ISO 15693 reader for SmartCards, self tuning, lane multiplexer and anti-collision function;	14	USD 2,551.00	15.00%	USD 30,356.90
SMG CABLE ASSEMBLY	Smart Gate cable assembly consisting of 20m power cable and 20 m shielded data cable; (different lengths may change the price);	14	USD 400.00		USD 5,600.00

article	description	item qty	item price	consumer discount	total price
SMG NG PROTECTION COVER	Protection cover for AX 500 Smart Gate NG, left and right post, covers for hanging or floor mounted Smart Gates depending on the used version;	optional	USD 194.00		USD 0.00
Axess GANTRY FRAME					
Axess GANTRY FRAME 600 / 2 LANE.	Construction for overhead installation of 2 Axess Smart Gate Gantry, Turnstile or Flap;	1	USD 7,500.00		USD 7,500.00
Axess GANTRY FRAME 600 / 4 LANE.	Construction for overhead installation of 4 Axess Smart Gate Gantry, Turnstile or Flap;	3	USD 12,500.00		USD 37,500.00
Axess MODULES					
Axess CONTROLLER 600	Axess Controller Module with ARM Cortex - A9-800MHz Dual Core Processor, 4GB Flash and 1GB RAM Memory, 7 "LCD Touch Color Display resolution 800x480 IPS, luminance 800cd / qm, LAN 100MB / 1GB, CAN, 2xUSB, COM interfaces, loudspeaker for audio output, I / O input and output for external devices from third parties;	14	USD 1,956.00	15.00%	USD 23,276.40
COMMUNICATION & MONITOR					
AX500 COM.-UNIT BUNDLE	Axess specific communication unit for TCP/IP network connection consists of 8-port switch and managed up-link switch;	4	USD 400.00		USD 1,600.00
TABLET PC CONFIGURATION	Axess Tablet PC installation and configuration: Operating system Microsoft Windows 10 PRO, Axess Lane Control Monitor Program, creation of different user profiles;	4	USD 139.00		USD 556.00
AX 500 GATE CAMERA NG	HD network camera, resolution 1920x1080, minimum lighting conditions 0.12 lux, operating temperature -30 ° C to + 55 ° C, remote focus and zoom, protection class IP66, Power over Ethernet 44 - 57 VDC, mounting bracket, incl. POE (power over ethernet) Injector and patch cable 2m;	4	USD 819.00		USD 3,276.00
GATE CAMERA CONFIGURATION	Configuration of AX 500 Gate Camera and lane control monitor;	4	USD 611.00		USD 2,444.00
AX500 POWER SUPPLY	110/230 VAC / 24 VDC / 10A power supply, external;	14	USD 353.00		USD 4,942.00
AXESS POWER & DATA BOX	Box for power supplies and network components;	4	USD 3,000.00		USD 12,000.00
OUTDOOR MOUNT POWER BOX	Outdoor mount for power & data box per lift;	optional	USD 540.00		USD 0.00
UPS 1500VA - POWER BACKUP	1500 Watt, Uninterruptable Power Supply, Surge protector for all equipment, per POE (max. 5 gate per point of entry);	4	USD 599.00		USD 2,396.00
Axess TABLET PC LANE MONITOR PRO	XPLORE : XPAD L10 Tablet, 10.1" sunlight readable display with touch, Intel Pentium (Apollo Lake), Win10 Pro, 8GB, 128GB SSD, F/R Camera, Kickstrap, Wifi+BT, US Power, IP65, 3 Year Standard Warranty;	4	USD 2,849.00		USD 11,396.00
Subtotal				9.64%	JSD 225,560.20

SOFTWARE

AXESS DATABASE LICENSE

Axess SMART LINK 4 RTP ONE	Axess 4 RTP ONE integration, One time license;	1	USD 9,911.00		USD 9,911.00
----------------------------	--	---	--------------	--	--------------

ANNUAL SOFTWARE LICENCE

POS PROGRAM PICK-UP BOX	POS program for the issuance of Smart Cards at the pick-up box, production of the ticket purchase previously made on the Internet, is carried out by scanning the 2D barcode on the voucher (printed on paper or mobile phone), client license per pick-up Box;	2	USD 314.00		USD 628.00
-------------------------	---	---	------------	--	------------

article	description	item qty	item price	consumer discount	total price
POC PROGRAM ACCESS CONTROL	POC program, access control, transaction records, signalization, control of blocked tickets or person types , client license per POC (per lane) and per Smart LOCK;	14	USD 314.00		USD 4,396.00
POC PROGRAM LANE MONITOR	POC program for monitoring at the point of control, ticket information and person type data such as photo IDs are displayed, manual remote control functions for turnstile or flap gate, client license per POC (per lane);	14	USD 124.00		USD 1,736.00
Axess SMART LINK 4 RTP One LICENSE	POC program, Axess 4 RTP One, client license per POC (per lane);	14	USD 189.00		USD 2,646.00
BASIC SERVICE PACKAGE	Axess support service connects you to support agents for help with firmware updates for all components and general troubleshooting	1	USD 5,000.00		USD 5,000.00
Subtotal					USD 24,317.00

SERVICES

PROJECT MANAGEMENT

PROJECT MANAGEMENT	Project management: Project organization and preparation of the time schedule of the individual milestones, definition of customer-specific services (infrastructure for network and power supply), project implementation and project monitoring up to the acceptance of the project;	3	USD 1,428.00		USD 4,284.00
ONSITE INSPECTION	Onsite inspection, familiarization, planning of on site preparations, installation manuals, review equipment's lists;	1	USD 1,068.00		USD 1,068.00
RTP / ONE SETUP	Setup of RTP/ ONE integration incl. training;	1	USD 6,000.00		USD 6,000.00
OEM CONFIGURATION	OEM configuration per unit;	14	USD 203.00		USD 2,842.00
EXPENDITURES PROJ. MANAGEMENT	Expenditures (travel, accommodation) for project management related services, € 0,82 kilometre allowance per KM, € 49,50 travel time per hour, € 100,00 overnight stay per night;	5	USD 120.00		USD 600.00

TRAINING & SUPPORT

HARDWARE TRAINING	System instruction and training of control personnel, training for general service measures and troubleshooting;	1	USD 1,428.00		USD 1,428.00
OPERATIONS TRAINING	System put into operation on site, operational training of cashiers and control personal, acceptance protocols;	1	USD 1,428.00		USD 1,428.00

COMMISSIONING

CRATING PER UNIT	Packing per Gate & POS & TVM;	36	USD 96.00		USD 3,456.00
INSTALLATION SERVICE	HW installation per man-day; power- and network-cabling not included, service according to on-site inspection protocol;	3	USD 1,068.00		USD 3,204.00
POS COMMISSIONING	Commissioning and functional tests per POS;	20	USD 259.00		USD 5,180.00
POC COMMISSIONING	Commissioning and functional tests per POC;	14	USD 259.00		USD 3,626.00
PICK-UP BOX COMMISSIONING	Commissioning and functional tests per PICK-UP BOX;	2	USD 181.00		USD 362.00
GATE CAMERA COMMISSIONING	Commissioning and functional tests per Gate Camera;	4	USD 674.00		USD 2,696.00
EXPENDITURES COMMISSIONING	Expenditures (travel, accommodation) for commissioning related services, € 0,82 kilometre allowance per KM, € 49,50 travel time per hour, € 100,00 overnight stay per night;	10	USD 120.00		USD 1,200.00

TRANSPORT

TRANSPORT - PRINTER	Transportation costs per Printer;	20	USD 100.00		USD 2,000.00
TRANSPORT - GATE	Transportation costs per Gate;	14	USD 400.00		USD 5,600.00

TRANSPORT - PICK UP BOX	Transportation costs per Pick Up Box;	2	USD 300.00	USD 600.00
Subtotal				USD 45,574.00

Overview Project Calculation			
Project costs		USD 387,835.00	
Hardware		USD 339,261.00	
discount hardware	10.70%	USD -36,306.90	
Services		USD 48,574.00	
Total		USD 351,528.10	
Software Service (annually)		USD 14,406.00	
Total		USD 14,406.00	

Terms of Delivery:

DAP - Delivered at Place (Incoterms 2010)

Terms of Payment:

30 days net

Payment Plan:

30 % of the order value upon signing of purchase contract

60 % of the order value upon sellers notice for delivery

10 % of the order value after delivery



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)
dba
DIAMOND PEAK SKI RESORT
REQUEST FOR PROPOSALS
Radio Frequency Identification Procurement
CIP 3499CE2201**

July 29, 2022

SECTION 1 – REQUEST FOR PROPOSALS

The Incline Village General Improvement District (IVGID) is requesting proposals presenting a solution to provide a radio frequency identification (RFID) system to the Diamond Peak Ski Resort (Project).

Complete Proposal Documents may be obtained at the IVGID Engineering office, or downloaded from our website at <https://www.yourtahoeplace.com/ivgid/resources/purchasing>. It is the Proposer's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included with the Proposal Documents. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on August 31, 2022, to award a procurement contract to the most qualified responsive bidder.

The District reserves the right to reject any or all proposals and to waive any irregularities therein.

To request a copy of the Proposal Documents or if you have any questions concerning this procurement bid, contact the District Engineering Office at 775-832-1267.

SECTION 2 INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. **SCOPE AND INTENT:** It shall be the intent of this Request for Proposal to select a vendor to present a solution to providing a radio frequency identification (RFID) system to the Diamond Peak Ski Resort currently utilizing RTP|One Point of Sale Software, basically consisting of:
 - a. Point of Access
 - i. Three (3) quad-chair access gantries
 - ii. One (1) double-chair access gantry
 - b. Point of Sale and Fulfillment
 - i. Up to twenty (20) Point of Sale stations and two (2) media dispenser stations
 - c. Software Integration to RTP|ONE Point of Sale

d. Services, Technical and Hardware Support

2. **Site Visit:** It is highly recommended that proposers make a site visit to Diamond Peak in order to familiarize themselves with the general layout of buildings, lift access points and other existing structures and to determine optimal locations for pick-up boxes, gantries, etc. Site visits may be coordinated by contacting Ski Resort Administrative Assistant Stephanie Koehler at 775-832-1177, or Diamond Peak General Manager Mike Bandelin at 775-830-1179. IVGID will not be responsible for any travel costs associated with this site visit.

B. ANTICIPATED PROPOSAL PACKAGE:

1. Proposals should include:
- a. Information on all suggested equipment, devices, software, services such as programming, project management, commissioning and transport, plus response times and location of your team for technical support.
 - b. An itemized price list of above equipment and support, including suggested quantities and any discounts to be offered.
 - c. Engineering schematics for installation of equipment, as appropriate.
 - d. Shop drawings of access gantry systems, including concrete pedestal, electrical and data connections and terminations.
 - e. A list of references of ski resort RFID installations in North America with # of years your RFID equipment has been installed there. Provide a minimum of four references including a current contact name, email address and phone number.
 - f. A response, in writing, to the proposed process for the following:
 - 1. Customer journey
 - 2. Product administration
 - 3. Access authorization
 - 4. RTP|ONE compatibility and proposed data flow
 - 5. Network outage contingency
 - 6. Technical support service level
 - g. A proposed date for completion of all work, including installation of equipment, training of District staff, and any troubleshooting required to provide a fully-working system.
 - h. Warranty information on all equipment.
2. To aid in the proposal evaluation process, the proposal package should also include product specifications, brochures, pictures and other support data for the equipment proposed.

C. PROPOSAL RESPONSES: It is assumed that all responses to this proposal specification are on behalf of the bidder acting either as an authorized dealer or distributor for the manufacturer of the items being proposed and that these responses are supplied by the manufacturer. If this is not the case, Proposer shall explain, in writing, in a statement to be included with the proposal.

D. PROPOSAL EVALUATION: All proposals will be evaluated to determine the most qualified responsive proposal. Proposal exceptions are permissible, provided that what the Proposer is

offering meets the intent of the proposal specifications, as determined by the Buyer. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be August 31, 2022, to award a procurement contract to the bidder most responsive to the District's needs.

E. SUBMISSION OF PROPOSALS

1. Proposals are due by **2:00 p.m., August 10, 2022**, and may be delivered to the Public Works Department of the Incline Village General Improvement District (IVGID or District), 1220 Sweetwater Road, Incline Village, Nevada 89451, or emailed to RLR@ivgid.org.
2. Late, incomplete or unsigned Proposals shall receive no consideration.
3. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
4. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the date and time stated in B.1.
5. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
6. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

F. OPEN MEETING LAW: The Incline Village General Improvement District shall adhere to NRS 241 which provides that public business shall be conducted in an open meeting.

G. DISCLOSURE OF PRINCIPALS: Bidders shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."

H. ACCEPTANCE AND/OR REJECTION OF PROPOSALS: IVGID agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District.

SECTION 3 PROPOSAL EVALUATION CHECKLIST

A. Proposals will be reviewed by District staff based on the following considerations:

1. Suitability to Diamond Peak's layout
2. Suitability to Diamond Peak and IVGID business processes
3. Technical support and services
4. Proposed date for completion of installation and training
5. References of installations
6. Warranty Information
7. Pricing

SECTION 4 - PRODUCT WARRANTY

- A. General:** All warranty offerings from the manufacturer shall cover the quality of labor, workmanship and materials that go into the combination of components that make up the equipment. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.
- B. Basic Warranty:** Total shall be covered for materials and workmanship for a minimum of one (1) year from the date of the Buyer's first use.

All warranty work required during Diamond Peak's operating season shall be completed as quickly as possible, and shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.

SECTION 5 PROPOSAL RESPONSE ITEMS

The following is provided to meet Section 2.B.e, References. Attach additional pages if necessary.

Contact Name, Email and Phone Number	Name of Facility	# of Years RFID in Place

The following is provided to meet Section 2.B.g, Proposed Date of Completion:

Proposer's anticipated completion date for all work: _____

The following is provided as part of Section 2.D, for any exceptions. Attach additional pages if necessary:

The following is provided as part of Section 2.E, Submission of Proposals:

Firm Name: _____

Signature of Bidder: _____

Date: _____ Phone # _____

Title: _____ Email: _____

The following is provided as part of Section 3.A.7; include anticipated complete project price in both words and numbers:

In Words: _____

In Numbers: \$ _____

SECTION 6 DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: _____

Address: _____

City, St, Zip: _____

Date Business Started: _____

Principal Address of Company: _____

NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP

Name: _____ Official Capacity: _____

Address: _____

Name: _____ Official Capacity: _____

Address: _____

Name: _____ Official Capacity: _____

Address: _____

END OF PROPOSAL DOCUMENT



Project Summary

Project Number:	3499CE2201
Title:	Installation RFID - Software and Gantries
Project Type:	G - Equipment & Software
Division:	99 - General Administration - Ski
Budget Year:	2023
Finance Option:	
Asset Type:	CE - Communications Equipment
Active:	Yes

Project Description			
This project consists of the implementation of Radio-Frequency Identification systems at Diamond Peak Ski Resort for ski lift access verification.			
Project Internal Staff			
Mountain Operations, Revenue office and District Information Technology staff will assist with the installation.			
Project Justification			
This project was presented and proposed during the District's Board of Trustees budget workshops pertaining to 2022/2023 and 5 year Capital Improvement Projects Plan. The project was discussed and unanimously supported by the Trustees of the District.			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2023			
Installation	410,000	0	410,000
Year Total	410,000	0	410,000
	410,000	0	410,000
Year Identified	Start Date	Est. Completion Date	Manager
2022			Ski Resort General Manager
			Project Partner

Ski Resort Management Solution

Axess – Smarter Solutions for a Digital Planet



List of Contents

1	Company Profile	3
1.1	AUSTRIA Axess worldwide map.....	3
1.1.1	Axess Headquarter – Anif / Salzburg -	4
1.1.2	Axess Factory – Innsbruck / Tirol - AUSTRIA.....	5
1.1.3.	Axess Americas-Park City, Utah USA.....	6
1.2	Service Organization	6
1.2.1	SOFTWARE SERVICE	7
1.2.2	SOFTWARE RELEASE MANAGEMENT	7
1.2.3	MAINTENANCE COSTS FOR SYSTEM COMPONENTS.....	7
1.2.4	PROJECT IMPLEMENTATION SERVICES	7
1.2.5	FAMILIARISATION	8
1.2.6	TROUBLESHOOTING, SERVICE ON SITE.....	8
1.2.7	COMMISSIONING	8
1.2.8	DELIVERY & ASSEMBLY & START-UP	8
1.3	References98	
2	System Architecture	9
3	Printer	10
3.1	Axess SMART PRINTER 600.....	11
3.2	Axess Smart PAD 600.....	12
3.3	Axess PICK UP BOX.....	12
4	Point of Control	13
4.1	AX 600 – a modular concept.....	13
4.2	AX 500 Smart Gate	13
4.3	LANE CONTROL MONITOR AND CAMERA.....	14
4.4	Reporting.....	14
5	Smart Cards	15
5.1	AX 500 Smart Card ^{One Way}	15
5.2	AX 500 Smart Card ^{Stripe & FULL}	15
6	RFP Specific Request	16
6.1	CUSTOMER JOURNEY	16
6.2	REFERENCE LIST.....	17
6.3	PRODUCT ADMINISTRATION	17
6.4	ACCESS AUTHORIZATION.....	17
6.5	RTPIONE COMPATIBILITY.....	18
6.6	NETWORK AND OUTAGE CONTINGENCY	18
6.7	Technical Support Service.....	18
6.8	Scope of Work.....	18
6.9	Estimated Delivery Date.....	18
6.10	Warranty.....	18
6.11	WHY Axess.....	19

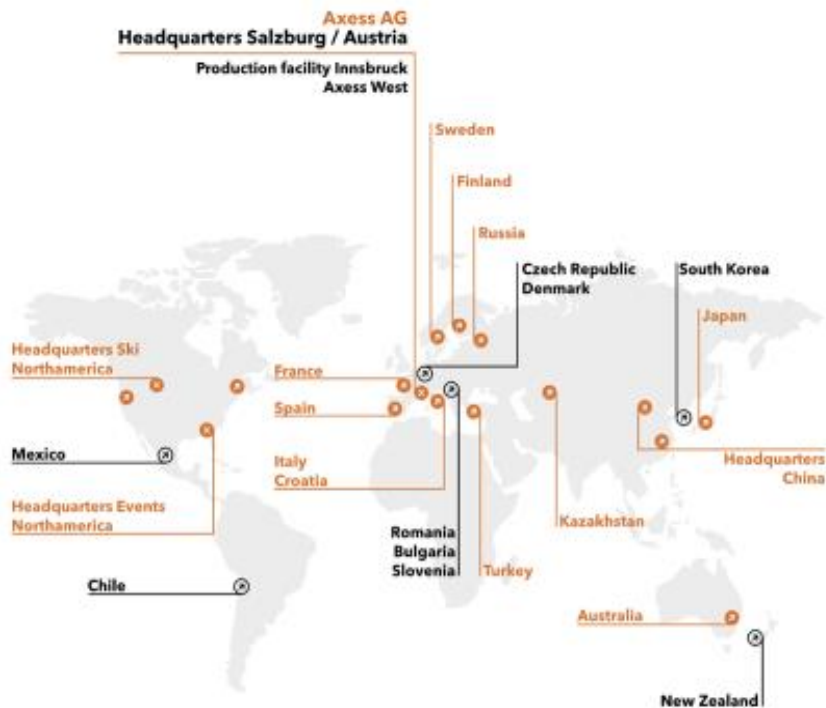
1 Company Profile

Founded in 1998, Axess is a leading international manufacturer of solutions for ticketing and access control. With worldwide facilities for distribution and support, Axess has the knowledge and resources to design, develop and manufacture modern solutions. Innovation, international experience and diverse products, processes and services form the core of our corporate strategy.

Our main guiding principle is to offer the best technical and commercial solutions for our customers and to meet their requirements after careful analysis utilizing our expert knowledge. Wherever possible, Axess sticks to industry standards and design systems with open standard interfaces.

The Axess headquarters is located in Anif/Salzburg, Austria while the Axess Hardware and Smart Card manufacturing is in Innsbruck, Austria. Additionally, Axess operates 14 global subsidiaries worldwide including Axess Americas and Axess Canada in North America.

1.1



*All orange markers are Axess offices, all black markers represent official resellers.

1.2 Axess Headquarter – Anif / Salzburg - AUSTRIA

- > Management, Marketing & European Sales
- > Hardware- and Software Development
- > Project Management and Training
- > Quality Assurance
- > 1st, 2nd and 3rd Level Support



1.2.1 Axess Factory – Innsbruck / Tirol - AUSTRIA

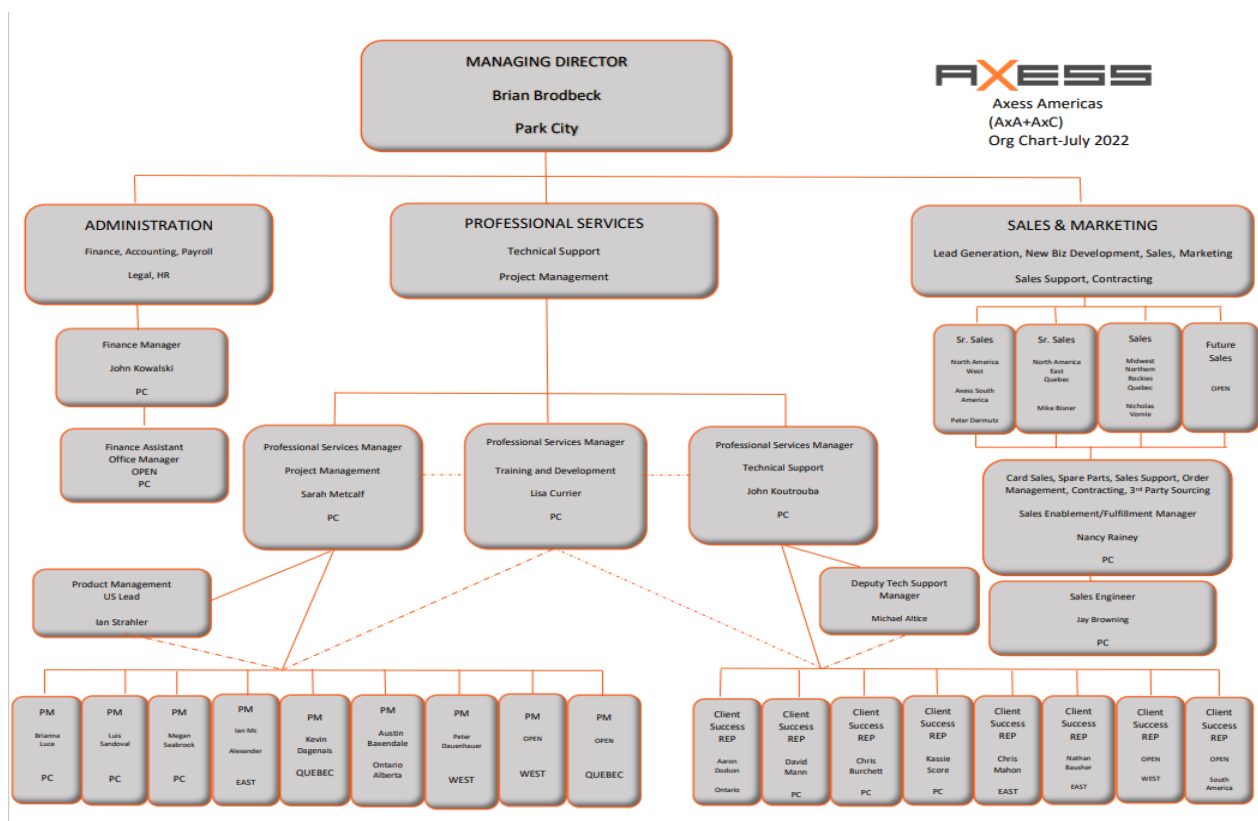
- > Production of hardware components and Smart Cards
- > Offset printing machines, ticket production
- > Laminating and segmentation, production of chip cards
- > Hardware production, pre-configuration
- > Quality Assurance



1.2.2 Axess Americas

- > U.S. Subsidiary of Axess AG dedicated solely to the North American ski market
- > U.S. Headquarters located in Park City, Utah
- > Sales, Administration and Logistics, Product Management, Project Management and 1st/2nd Tech Support
- > 31 total North American employees, directly employed by Axess Americas (not resellers)
- > 21 total Professional Services employees geographically positioned across North America to provide strategic, fast and efficient professional services through 6 North American Time Zones.
- > Open partnerships and integrations with all MAJOR North American ticketing application providers.
- > Axess Events- the Axess Americas sister subsidiary serving the professional sports, collegiate and fitness/amusement verticals with access control solutions at over 50 major sports stadiums, 10 collegiate stadiums, and 100 fitness clients.

1.2.2.1 Axess Americas Organizational Chart



1.3 Service Organization

A central component of the Axess value proposition in North America is the Axess Professional Services Team. Comprising over two-thirds of the entire North American staff, the Axess staff of Project Managers and Client Success Support representatives, have over 150+ years of ski industry experience working either at a ski resort AND/OR for a technology supplier serving the ski industry. Our philosophy

is to hire passionate and smart candidates that thrive in and are passionate about the ski industry. This translates to a tenured and experienced technical staff that bring years of experience implementing Axess solutions at resorts big and small with operations from simple to complex. Axess has purposely chosen to hire and locate our tech services staff strategically around the country to provide our clients with geographically positioned support resources across North America to provide fast and efficient Axess Professional Services across 6 North American Time Zones.

The Axess Professional Services team uses cutting edge tools and processes to help implement and support your Axess solution. From client facing project management tools that help track, manage and communicate with our clients during the implementation process to a world-class help desk support tool with ticket/issue tracking and status notifications along with a customer facing portal, the Axess team utilizes the best technology to help make your implementation and system support fast, efficient and dependable.

SOFTWARE SERVICE

The ski resort vertical is a strategic and very important market for Axess. Together with our customers, we continuously develop new functionalities based on current technologies. The collective power of a large Axess client base participating in and providing improvements to the functionality of the Axess platform is a massive advantage for clients on the Axess platform. Our standard maintenance agreement covers the provision of a Help Desk, error analysis & bug fixes, software updates, and additional upgrades to new software versions with the same functional scope via remote access using the Internet. Hardware upgrades, spare parts and other consulting and/or support services onsite are not included in the maintenance agreement but can be added on an individual basis. All suggestions from existing and new customers are collected, evaluated, and prioritized into the Axess Development Road Map. Each season multiple new software versions are compiled from the new developments and made available to all our customers. Once an update is released, your tech services teamwork with resort staff to jointly schedule the upgrade during non-business hours.

1.3.1 SOFTWARE RELEASE MANAGEMENT

To implement customer-specific requirements and to deliver software with the highest quality standards, Axess releases two major software versions per year. Enhancements, modifications, and bug fixes are planned and communicated depending on project requirements as well as product development for each release. Minor updates with bug fixes and smaller feature additions are released monthly.

1.3.2 MAINTENANCE FOR SYSTEM COMPONENTS

Thanks to the modular system structure of Axess systems any exchange, replacement and maintenance of system components is simple and can be done by the customer without relying of Axess technicians. Maintenance costs can be significantly reduced by proper care and upkeep. How to service the Axess hardware is explained both during an onboarding training as well as in manuals that can be provided upon request.

1.3.3 PROJECT IMPLEMENTATION SERVICES

Every Axess installation is planned and processed by a project manager utilizing an Axess specific project methodology developed according to IPMA standards. The customer provides a resort contact person (Project Manager or System Admin) who can make decision, gather resort resource and assign internal responsibilities based on function. This allows the Axess project manager to communicate with a single point of contact that can coordinate with their team and supervise the installation and commissioning of the Axess system as well as any connected systems.

We focus on our customer's needs and assist with advice regarding feasibility and required technologies after a careful analysis of all requirements. Our target is always to create a collective solution concept with a detailed project course known to and embraced by the resort's System Admin. Review meetings

are set up to discuss milestones, assigned responsibilities, project targets and potential problems must that be solved prior to go live.

1.3.4 SITE PREPARATION & START-UP

The site preparation is the responsibility of the resort, up to and including wiring, network infrastructure and all pre-project civil engineering. Axess provides support in location planning and may perform a pre-install site acceptance with the client to double-check the preparations before delivery of the equipment. All Axess hardware will be supplied preprogramed, tested and tagged with the name of the install location (i.e. plug & play). Assembly of hardware components on site is customer's responsibility. Our team will perform the system start-up (if agreed in the contract) on site. During this start-up phase, The Axess Professional Services Team train the operating personnel in normal operation, maintenance, and troubleshooting of the system.

1.4 References

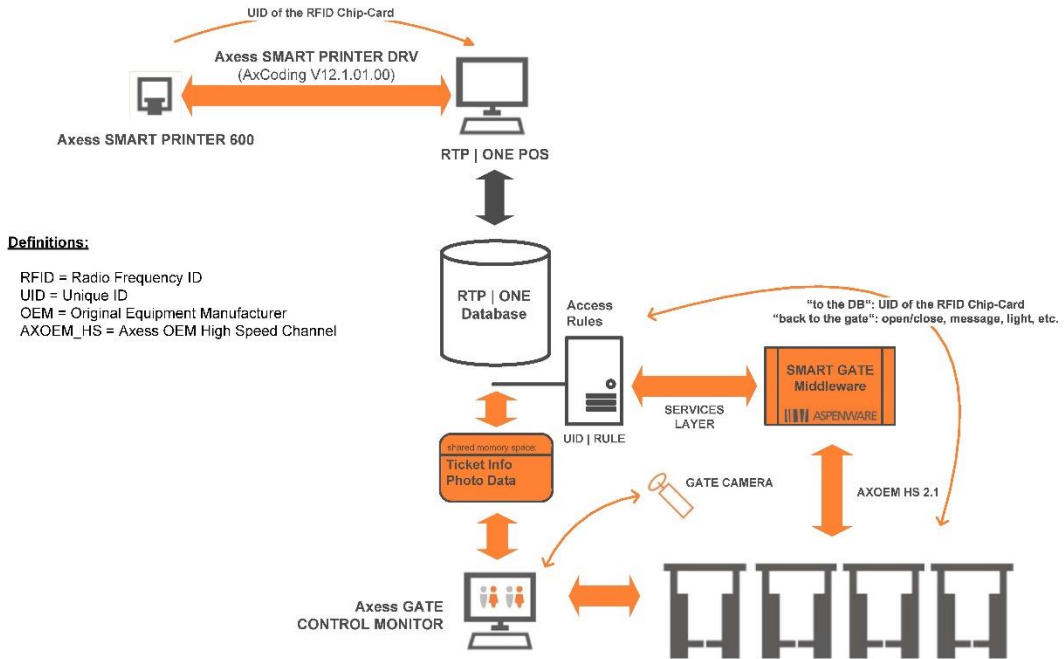
- > Worldwide over 500 Ski Resort installations in over 30 countries
- > 125+ total Axess clients in North America:

Customer by POS provider						
SmartPOS	Stand Alone Validation	ResortSuites	RTP	Online Validation (OEM)		SELF-HOSTED DATACENTER
	Siriusware			InTouch	Paradocs	
Alta	Big Bear	Smuggler's	Alyeska	Berkshire East	Owl's Head	Big White
Bolton Valley	Big White	Giant's Ridge	Aspen	Blue MT	Orford	Mt. High
Catabogie	Brighton		Big Sky (UHF)	Bousquet		
Caledon	Bromley		Boreal	Catamount		
Hermitage	Camelback		Boyne Highlands	Eaglecrest		
Hilltop	Camp Fortune		Boyne Mountain	Gunstock		
MSLM	Cascade		Copper	Ski Big Bear, PA		
Montage	Crystal Mt, MI		Deer Valley	Sundance		
Mohawk	Cypress Mountain (UHF/OEM)		Homewood			
OHSU	Eldora		Killington			
Powderhorn	ELK		Lee Canyon (UHF)			
Vallee Du Parc	Granite Peak		Loon Mt (UHF)			
Val St Come	Grouse		Marmot Basin			
Mt Blanc	Jay Peak		Mt Bachelor			
Mt Edouard	Jiminy Peak		Red Lodge			
Mt High	June Mt		Revelstoke			
Ragged	Les Sommets		Steamboat (PUBS only)			
Valinouet	Lutsen		Sugar Bowl			
White Pass	Mammoth		Sugarbush			
Yellowstone Club	Mt. Rose		Sugarloaf (UHF)			
Tamarack	Mt. Seymour		Sunday River (UHF)			
	Mt. Sutton		Tremblant			
New for 2022	Mt. Washington		Windham			
Bear Valley	ORDA Belleayre		Winsport			
Horseshoe	ORDA Gore		WWPC (UHF)			
	ORDA Whiteface		Squaw (Pubs only)			
	Pat's Peak		Winter Park (Pubs only)			
	Sierra at Tahoe		New for 2022			
	Snowbird		Silver Star			
	Timberline		Summit at Snoqualmie			
	Wachusett		Wolf Creek			
	Wintergreen		Telluride			
	Wisp		Grand Targhee			
	Buttermut Basin					
	Caanan Valley					
	Greek Peak					
	Holiday Valley (Barcode PUBs)					
	Massanutten					
	Monarch					
	Red River					
	Schweitzer					
	New for 2022					
	Bogus Basin					
	Bromont					
	Holiday Valley					
	West Mountain					

2 System Architecture

Two interfaces to the RTP system are available: Smart Link and Direct Interface

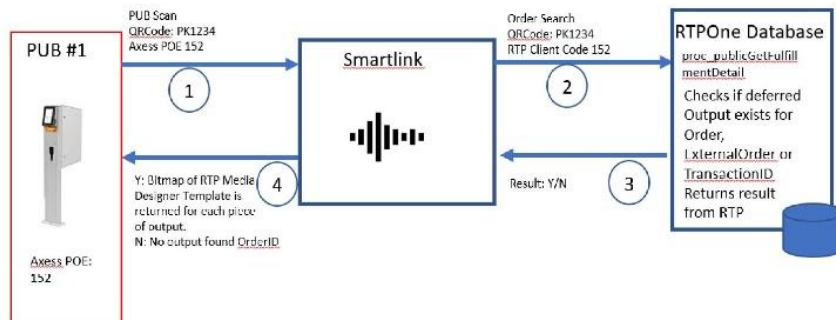
Axess Integration with RTP|ONE “CENTRAL DB GATE VALIDATION“



©2016. This diagram contains general information about products and services of Axess AG and/or its affiliated companies and partners. It makes no claim to completeness, especially with regard to the overall service offering of Axess AG and its affiliated companies and partners. On no account can this diagram be part of a contract. Copying, forwarding or reproducing this document in part or in full may infringe the rights of third parties. Axess AG thus reserves all rights.

Functional Summary – Axess PUB

Smartlink is used as the middleware for the Axess PUB just like the Axess gates. An updated version of Smartlink is needed that supports the PUB in addition to the gates. The flow of data from the PUB to the RTPOne db is illustrated below and additional information related to Smartlink configuration can be found several pages down in this document.



3 Printer

3.1 Axess SMART PRINTER 600

Axess SMART PRINTER 600 combines modern design and high performance. Print, delete, encode, and read tickets in the ISO 15693 and ISO 14443 format within one extremely fast step. Print customized designs, logos, and texts using a direct thermal printing process. Axess SMART PRINTER 600 is a robust device, designed for continuous operation and comfortable, easy setup and maintenance via a LAN connection.

- > Extendable ticket tray, integrated ticket stacker, three-color status light
- > Fast processing of ThermoReWrite cards
- > Fast printing of BC cards
- > Thermal print head with 300dpi
- > Any fonts, alignment, and graphic printing
- > Ticket formats ISO 15693 and ISO 14443
- > LAN (100MB/1GB) and RS 232 interface; Configuration and software download via website



3.2 Axess Smart PAD 600

Axess SMART PAD 600 allows reading and writing of configured data from and to RFID-cards and RFID-transponders in tags or other objects. All supported types of transponders are automatically read by the Axess SMART PAD 600 and are treated according to their respective protocol.

- > debiting of values: money or value points
- > crediting of values or bonuses
- > encoding permissions; reading customer number
- > Ticket formats ISO 15693 and ISO 14443
- > RS 232 or optional USB interface, USB keyboard wedge



3.3 Axess PICK-UP BOX

The Axess PICK-UP BOX 600 is our ticket fulfillment machine for the issuing of tickets that were pre-purchased via the resort's e-commerce website. The guest can avoid queuing at the ticket windows to pick up their RFID ticket and instead can simply scan the barcode from a Print@Home voucher or a mobile device at a PUB located on the entry path to the lifts. The ticket is printed immediately without requiring further user input, which allows for a very quick pick-up process without having to wait in line at the ticket window.

- > Axess SMART SCANNER 600; 2D bar code scanner,
- > Moving reading support
- > Voucher in form of an e-ticket on Mobile devices Smart Watches
- > 7" LCD touch screen; for interaction with guest and service, advertisement and information
- > Weatherproof in roofed location, easy maintenance
- > Axess SMART PRINTER 600; Ticket stacker for up to 350 tickets



4 Point of Control

Axess solutions are focused on customer comfort, allowing the guest to focus on the pleasure of skiing. They are designed to be easy for users and operators and make the ticket check a fast and efficient procedure.

A special advantage of the AX500 System is the modular construction. All of the main components are constructed in the same way. This makes trouble shooting easier (replacement of outside components) and enables adaption. Even the future use of new technologies, which are not available today, will be possible without replacing the whole construction.



4.1 AX 500 Smart Gate

The Axess AX500 Smart Gate can not only be mounted on special ground mount pallets, but also hung from an Axess built hanging “Gantry” gate mount. The unit is fully height adjustable as snow levels rise and offers a boom mount that swings the entire gate array out of the path of the maze allowing snow cats to groom the skier maze in and around the gates without hitting and damaging them at night and in snowstorms with reduced visibility.

Axess has also developed a proprietary barrier that increases the comfort of the guest while providing a faster throughput of skiers to the lift. Rather than utilize a traditional rotary turnstile arm that tends to catch ski equipment as skiers push through the rotary barrier and slow skier’s ingress to the lift, the trademark Axess Flap modules make gate access fully contactless by utilizing a barrier that opens outward like a set of double entry doors. The ingress functionality of the Flap barrier was developed specifically with an elevated guest experience in mind to match the speed of skiers and riders sliding on snow through an access control gate.

The modular concept of the Axess gates allows for easy upgrades to the access control system and a customized solution for each customer.

- > Convenient access through Flap Gate or turnstile
- > automatic opening and closing via sensors
- > Transparent long-range double- or one-side antenna, optional with a client-specific layout for marketing purposes
- > Modern LINUX® Industry-controller, more than 1.000.000.000 transactions to be stored offline in case of connectivity issues
- > Color display, 3-Colour-LED-traffic light and an acoustic signalization

4.2 LANE CONTROL MONITOR AND CAMERA

The Lane Control Monitor allows the checking of personalized cards (e.g. season passes) and non-personalized cards (e.g. daily tickets). The Gate Camera takes pictures from a distance, while the Lane Control Monitor software displays those pictures so they can be manually compared by the ski resorts staff.

- > Up to 6 lanes covered by one camera
- > Option to display select ticket parameters
- > Adjustable filters, e. g. person types, ticket types...
- > Photo history
- > Allows for manual opening or blocking of gates with the press of a button



4.3 Reporting

All usage data will be forwarded to RTP, all data is centralized, and all reports will be provided within the RTP system.

5 Smart Cards

5.1 AX 500 Smart Card ^{One Way}

- > Layout design in 4-color offset printing
- > Rugged under mechanical stress
- > Any type of ticket possible such as event tickets, day- or multi-day passes, reducible timecard, points card
- > Data memory segmented to customer specifics:
- > Imprint of selected ticket data via thermo direct printing
- > Optional: Hole punch for card holding clips, cords, ...
- > Password and Privacy protection
- > ISO 15693 RFID-Chip



5.2 AX 500 Smart Card ^{Stripe & FULL}

- > Identification card with a lifetime up to several years
- > Layout design for 4-color Offset print
- > All tickets programmable, e.g. point value tickets, personalized tickets, time value tickets, debit cards
- > Customized data memory; up to 5 authorizations for ticket and person data programmable
- > Rugged against mechanical abrasion, direct daylight, and liquids (also sweat)
- > Imprints in Thermo Rewrite printing can be repeatedly printed and erased
- > Printable area provided as TRW-Stripe or FULL Surface on front of the ticket
- > Optional: Back fully printable; back with additional imprint of WTP-number or QR-Code
- > RFID-Chip ISO 15693
- > Password and Privacy protection



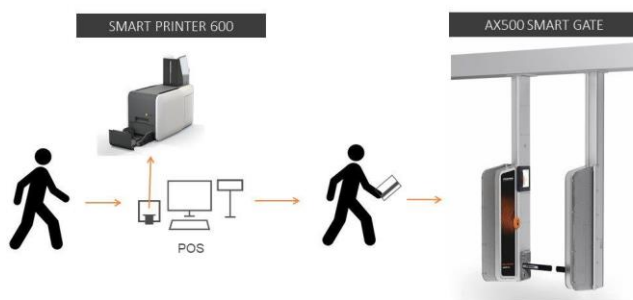
6 RFP Specific Request

6.1 Customer Journey

In this instance, Axess is the Hardware supplier providing printers, Pick-Up Boxes and gates, while other companies like RTP will provide all software modules (points of sale, rental, ski school etc.). The customer journey always starts with the software provider. Within this process, Axess will provide a very easy way of picking up already purchased tickets and a fast and contactless access control system.

The following three use-cases will be significantly improved with the use of Axess equipment:

On-site Sales



1. Guest purchases a ticket on the point of sale.
2. A RFID ticket is issued by the Axess SMART PRINTER 600.
3. The guest takes the ticket (usually a pocket on their left side) to the lift.
4. An AX500 SMART GATE will read the ticket and allow the guest to proceed to the lift. No further action from the guest is required.

Online Sales (New Customer)



1. A Guest purchases a ticket online on the web shop. They receive a confirmation mail with a pick-up code (usually QR code).
2. The guest can pick up their RFID ticket at the point of sale or at the PICK-UP BOX 600.
3. Once the guest has picked up their ticket, they can proceed to the AX500 SMART GATE.

Online Sales (Returning Customer)



1. A guest who already has a RFID ticket can reload it on the web shop.
2. The guest can proceed directly to the AX500 SMART GATE, without needing to stop by the point of sale or PUB.

6.2 Reference List

Contact Name, Email, Phone Number	Name of Facility	#of year RFID in place
John Rice, jrice@sierraattahoe.com (503)659-7453	Sierra at Tahoe	3 Years Software Provider: Siriusware
Tim Plumer, tplummer@mtbachelor.com (541)610-3322	Mt. Bachelor	13 Years Software Provider: RTP
Mike Garipay, MGaripay@sugarbowl.com (847)312-7647	Sugar Bowl	2 Years Software Provider: RTP
Ryan Johnson, rj@skirose.com (775)997-3484	Mt. Rose	3 Years Software Provider: Siriusware
Anthony Flores, a.flores@deervalley.com (541)420-6800	Deer Valley	2 Years Software Provider: RTP
Mel Stockwell, mstockwell@coppercolorado.com (720)624-9087	Copper Mtn.	4 Years Software Provider: RTP

6.3 Product Administration

Since Axess is not providing the POS software, the entire product administration is within RTP. Any configuration (new product, change of product, pricing etc.) is done in the RTP System.

No configuration beyond the initial setup is required in the Axess system.

6.4 Access Authorization

See System Architecture.

When a ticket is issued on an Axess Printer at the ticket window or in the Pick Up Box, the printer reads the chip ID and transfers it to RTP. RTP stores this ID in their database. When a ticket is scanned, the Axess reader will forward the chip ID to RTP. RTP goes through the validation process and the sends a

package back to the gate, which will tell the gate to either open or stay closed, which message to display for the customer, which colour to display and which acoustic signal to play. This transaction takes place in real time and the gate receives a response in less than a second.

6.5 RTP|ONE Compatibility

See 2. System Architecture

6.6 Network and Outage Contingency

In case of a network issue, the gates will go into an “Emergency Mode” and open for any ticket that is scanned. During this Emergency Mode, all transactions are stored directly on the gate in the Axess Controller. As soon as the network connection is re-established, all data is pushed to RTP.

The Pick Up Box is not operational during a network outage, as it will try to check the validity of the voucher on the RTP server for each ticket it should produce. The only option during the outage is visiting a ticket window for ticket fulfilment of e-commerce purchases.

6.7 Technical Support Service

The Axess Professional Service team operates a helpdesk and hotline for issues that arise in the daily operation of the Axess System. Services included in Axess maintenance are the maintenance of Axess software and firmware in the form of an annual version update and a troubleshooting/bug fix service to mitigate unknown errors or bugs in the software. Axess Hardware support includes the troubleshooting of any hardware errors that may arise in the normal operation of the Axess Gates/Printers/PUBS et al. Axess maintenance services do not include spare parts.

The Axess Helpdesk for user questions is available to assist Axess customers M-F 8 am to 8 pm (EST). The Axess hotline extends regular Help Desk hours to weekends and public holidays and is available in addition to standard help desk hours for urgent issues, on weekends and public holidays from 8 am to 8 pm (EST).

In addition to standard support services, Axess offers advanced technical consulting services designed to address advanced issues specific to ski resort operations.

6.8 Scope of Work

See attached document “Axess Installation Process”

6.9 Estimated Delivery Schedule

The following schedule is an estimate and is based on receiving verbal confirmation of award for this project by not later than August 20th, 2022.

Printers, Pick Up Boxes, Gates	- by November 5th
Gantries	- by October 20 th
Cables, Power Data Boxes, network equipment for gates	- by October 15th

6.10 Warranty

Axess is willing, for a period of 12 months from the Delivery Date, or, if commissioning is part of the Agreement, upon the issuance of a declaration of operational readiness by Axess, to replace or refurbish

defective parts or components with no cost to the Customer, unless such defects or inoperability are a result of improper care or equipment abuse resulting in premature wear and tear by Customer.

6.11 Why Axess?

We are the market leader for a reason. With over 125+ ski resorts utilizing the Axess technology stack in the US and Canada, Axess is the undisputed North American Market Leader of RFID Access Control and ticket fulfilment technology. Simply put, the majority of ski resorts who have chosen to move to RFID ticket scanning have chosen Axess for a reason, and in most cases, for many reasons. Here are the top five reasons why we believe Axess is the perfect access control solution for your ski resort.

1. Our clients are the experts. The deep Axess client roster translates to more user input from both large and small resorts. This approach results in a product stack that develops over time and stays relevant to the way that you run your business. A prime Axess example of this philosophy in action is the introduction of the industry changing Axess Flap-Arm gate barrier. Developed in coordination with an Axess client to improve the guest experience and skier comfort, the Axess Flap-Arm revolutionized gated access control for the global ski industry and is a major reason why Axess has adopted customers at 10x the rate of our competitor(s) and have taken a dominant market leader position in the global access control market.
2. Product forward. Axess leads the market in every product category with leading solutions designed to future-proof your resort. From innovative software that enhances and complements the world-class Axess hardware suite, to forward thinking functionality intelligently developed to bolster resort operations, the Axess portfolio is an investment that will drive efficiency, profitability and partnership for years to come.
3. Our people, our competency, your advantage. The Axess Professional Services team is built from ski industry professionals with over 150+ years of cumulative experience having either worked at a ski resort or with an industry technology provider-and in most cases BOTH. They are highly competent with both Axess solutions and industry operations, uber passionate about the ski industry and its' clients and are strategically located near to your resort. By employing a strategically located, highly trained and competent project management and technical support apparatus, Axess helps their customers utilize our solutions with a high uptime, fast and efficient support, and a best of breed consultative approach that applies the collective insight of a large user base to best practice across the entire Axess client portfolio. This support methodology is in direct contrast to our competitor's support model who often times use third party resellers to try to provide services of the same scope and competency as the Axess Professional Service team.
4. Modularity is the name of the game. The Axess hardware is modular, allowing for easy maintenance repairs and upgrades. This results in more uptime that lets your staff shift focus to customer service as a priority.
5. Client/Partner/Axess 360 partnerships. Axess aligns our client's best interest in front position by maintaining an open integration philosophy to 3rd party systems. Be it a competitive software offering or an alternate hardware offering, at the request of our clients Axess has developed and now maintains over 450 worldwide partner integrations to our technology stack.

Axess, Smarter Solutions for a Digital Planet.