

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Indra Winqest, District General Manager

**FROM:** Mike Bandelin, Ski Resort General Manager

**SUBJECT:** Review, discuss and possibly award a Procurement Agreement for Replacement Snowboard Rental Equipment – 2021/2022 Capital Project: Fund: Community Services; Division: Ski; Project # 3468RE0002; Project Type Equipment & Software; Vendor: Amer Sports Salomon in the amount of \$131,880.00 (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)

**RELATED STRATEGIC PLAN INITIATIVE(S):** Long Range Principle #1 – 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.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES** Incline Village General Improvement District - Purchasing Policy 20.1.0

**DATE:** March 22, 2023

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to Authorize and award a Procurement Agreement for Replacement Snowboard Rental Equipment – 2021/2022 Capital Project: Fund: Community Services; Division: Ski; Project # 3468RE0002; Project Type; Equipment & Software; Vendor: Amer Sports - Salomon in the amount of \$131,880.00.

## **II. BACKGROUND**

The general purpose of this project is to maintain District operations through the necessary maintenance and replacement cycles. The proposed award addresses the end of life cycle replacement of the rental snowboards, snowboard boots, and snowboard bindings utilized by Diamond Peak customers.

The proposed procurement will replace the entire inventory of snowboard rental equipment within the ski venue equipment rental shop. The current inventory was approved for purchase by the Incline Village Board of Trustees in 2017 and has been utilized for six winter operating seasons. The attached proposal also represents a change in the current inventory of 408 snowboard units to 320 snowboards, the boot inventory was increased from 596 to 612 pairs of boots, and the amount of bindings was reduced from 545 units to 375 units. The proposed purchase reduces the current inventory of total pieces of snowboard equipment from 1,549 to 1,307.

## **III. BID RESULTS**

As per District Purchasing Policy 20.1.0, the District publicly advertised this project within a competitive solicitation process for bidding. Requests for Proposals were sent out to four potential bidders and two bids were received and opened on December 14, 2022. The results for the replacement of snowboard equipment per the proposals are as follows:

### Vendor - Total Bid Amount

Amer Sports - Salomon \$131,880

Elan USA \$151,455

## **IV. FINANCIAL IMPACT AND BUDGET**

Replace Ski Rental Equipment is identified as Capital Improvement Project #34680002 within fund (340) ski. This project replaces the inventory of rental equipment at the ski venue for ski equipment and snowboard equipment on a four-year replacement schedule. At your meeting on March 8, 2023 the Board of Trustees were provided a CIP report that included approved carry forward funding as well expenditures and available budget. The report identifies \$259,133 in FY2022/23 of available funding for the Replacement Ski Rental Equipment Project. Provided that the recommended purchase agreement is approved for \$131,880 there will be \$127,253 remaining in the ski fund Capital Improvement Project Budget. Staff will note that the 10 year CIP funding plan has been updated to reflect the four-year replacement cycle with more accurate forecasts of funding the projects.

## **V. ALTERNATIVES**

The Board of Trustees could not award the purchase agreement and defer the replacement of the snowboard rental equipment to a future date. Doing so would require staff to provide snowboard rentals to the customer that have been used within the operation for seven seasons.

## **VI. COMMENTS**

The project complies with the District's Policy 20.1.0 Purchasing Policy for Goods and Services, governed by provisions of Nevada Revised Statutes Chapter 332. District Staff, per policy, section 2.2.6 Purchase of Goods and/or General Services Greater than \$100,000 followed policy guide lines of a Competitive Solicitation of Request for Proposals.

## **VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT**

The Equipment Rental shop is a major revenue contributor to Diamond Peak's annual operating budget and maintaining the condition of the rental fleet is critical to that revenue stream. A reliable and well functioning rental fleet is also an important component of providing a great customer experience at Diamond Peak. The Board of Trustees approved a procurement contract for replacement snow board rental equipment to; Vendor; Burton Snowboards in the amount of \$178,104.83 at your meeting on March 31, 2017. The table below provides a detail on the return on investment of the replacement snowboard equipment.

## **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. ATTACHMENTS**

1. Request for Proposal - Salomon
2. CIP Datasheet - Replace Ski Rental Equipment
3. IVGID Draft Equipment Purchase Agreement - Amer Sports

## **X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)  
dba  
DIAMOND PEAK SKI RESORT  
REQUEST FOR PROPOSALS  
Diamond Peak Ski Resort 2023 Rental Shop Snowboard Equipment Procurement  
CIP 3468RE0002**

**November 30, 2022**

**SECTION 1 – REQUEST FOR PROPOSALS**

IVGID is accepting proposals to provide new rental snowboard equipment for use at the District's Diamond Peak Ski Resort. The procurement includes Adult and Junior snowboards, snowboard bindings and snowboard boots. Sealed proposals will be received at the offices of the Engineering Division, Incline Village General Improvement District (IVGID or District), 1220 Sweetwater Road, Incline Village, Nevada 89451, until **2:00 p.m., December 14, 2022**, at which time they will be publicly opened and read for:

**2023 Rental Shop Snowboard Equipment Procurement**

Submission of samples for proposed snowboards, bindings and boots in advance of bid opening is required. Samples shall be delivered and picked up at the sole cost of the Bidder.

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 Bidder'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 January 11, 2023 to award a procurement contract to the most qualified lowest 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:**

- a. It shall be the intent of this Request for Proposal to select a vendor to provide new rental snowboard equipment for use at Diamond Peak Ski Resort.

- b. In the space provided on the Proposal Form, bidders shall indicate the minimum order quantities that may apply to additional orders placed during the term of the resultant agreement.
- c. There shall be no guarantee beyond initial awarded quantities as to any additional quantities to be purchased during the period of time for which a resultant agreement shall be in effect.

2. **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, Bidder shall explain, in writing, in a statement to be included with the proposal.

3. **PROPOSAL EVALUATION:** All proposals will be evaluated to determine the most qualified lowest responsive proposal. Proposal exceptions are permissible, provided that what the Bidder is offering meets the intent of the proposal specifications, as determined by the Buyer.

## **B. SUBMISSION OF PROPOSALS**

1. Proposals shall be submitted in a **sealed opaque envelope**, with the outside clearly marked as follows:

"Diamond Peak Rental Snowboard Equipment Bid"

- Bidders are cautioned to mark their envelopes clearly and plainly. If the envelope is not so marked and the Proposal is opened by mistake prior to the specified date and time, the Proposal will **NOT** be considered.
  - All Proposals must be sealed. Proposals submitted unsealed, by telephone, email or facsimile will **NOT** be accepted.
2. Sealed proposals will be received at the offices of the IVGID Engineering Division, 1220 Sweetwater Road, Incline Village, Nevada 89451, until the date and time specified in Section 1, at which time they will be publicly opened and read.
  3. Late, incomplete or unsigned Proposals shall receive no consideration.
  4. Proposals shall be made on the forms provided herein and all blank spaces in the forms shall be filled in. The Bidder or an authorized agent must sign all Proposals.
  5. 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.
  6. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the Proposal opening time.
  7. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
  8. Prices must be stated in units specified. Prices for initial purchase quantities must be effective until delivery.
  9. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

**C. DELIVERY INFORMATION:**

1. Shipping is FOB Destination, shipping cost must be included in the bid amount. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort preferably no later than November 1, 2023; see Bid Form Section 6, for proposed alternate delivery date. Diamond Peak is located at 1210 Ski Way, Incline Village, Washoe County, Nevada 89451.
2. Liquidated Damages: Supplier and IVGID recognize that time is of the essence with this procurement and that the District will suffer financial loss if delivery of equipment is not completed within the time specified in Paragraph C.1., above, or as agreed upon at award of contract; see Bid Form Section 6, for proposed alternate delivery date. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the District if equipment is not received in time. Accordingly, instead of requiring any such proof, District and Supplier agree that, as liquidated damages for delay (but not as a penalty), Supplier shall pay District \$250 for each day that expires after the time specified in Paragraph C.1., above, until the complete order is delivered.

**D. COMPLETE PROPOSAL PACKAGE:**

1. A complete Proposal shall include this document, pages 1 through 10 inclusive, together with the following:
  - a. Warranty information per Section 5 of this Proposal Package.
  - b. A list of references for a minimum of three (3) ski resorts in the last five (5) years supplied with a snowboard rental fleet of an equivalent contract size and scope to that requested in this request for proposals.
  - c. A guarantee to provide additional equipment in the same style in unlimited quantities for three (3) years.
2. To aid in the proposal evaluation process, the proposal package submitted by Bidder should also include product specifications, brochures, pictures and other support data for the merchandise proposed.
3. Bidder is required to submit samples of its proposed product to IVGID by end-of-business December 1, 2022, with pick up on or after January 22, 2023.
  - a. All samples submitted for evaluation shall be made available to Diamond Peak Ski Resort for a minimum of ten (10) days to allow for a thorough evaluation. All samples shall be submitted, delivered, and picked up at Bidder's own expense.
  - b. A minimum of one (1) sample of each bid item must be provided in the adult and junior equipment. Each sample item shall be conspicuously marked as to which bid item it represents and the name of the vendor providing the sample.
  - c. Delivery and pick-up of samples shall be at a mutually agreed-upon time and date during the period of time referenced in Section 2.D.3 above. Deliveries of samples must be coordinated with Diamond Peak Rental Manager, Tatiana Montabello at 775-832-1161. Samples shall be delivered to Diamond Peak Ski Resort 1210 Ski Way, Incline Village, Nevada. 89451. Attn. Tatiana Montabello.

- E. ADDITIONAL ORDERS:** Additional orders that meet the successful bidder's minimum order requirements shall include coordination of delivery as specified above. Pricing for shipment shall be itemized at the time of placement of additional orders.

- F. FIRM PRICING REQUIRED:** Prices submitted shall remain firm for all deliveries specified in this Invitation and Proposal. For any additional orders, bidders shall guarantee their prices for a minimum of one (1) year from proposal award exclusive of itemized shipping costs. District reserves the right to purchase additional items at any point during the three (3) year product availability guarantee.
- G. EXCEPTIONS:**
  - 1. Proposals shall note any and all exceptions to the specifications and/or the terms and conditions that are contained herein.
  - 2. All exceptions to the proposal must be stated in writing on the Proposal Form, so that they may be considered. If exceptions are not stated, it will be assumed that the bidder meets all requirements.
- H. DAMAGED GOODS:** Damaged goods shall be replaced by the successful bidder at no cost to the District, whether damage is observed at time of delivery or upon the unpacking of the equipment. District is to notify supplier within 2 weeks of discovery of any damaged or faulty goods. Such notice shall be provided in writing.
- I. TERMS AND CONDITIONS:** Bidders shall be aware of, and agree to abide by, the terms and conditions contained in this Invitation and Proposal.
- J. 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.
- K. DISCLOSURE OF PRINCIPALS:** Bidders shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."
- L. 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 shall be reviewed for responsiveness by District staff on the following parameters:
  - Proposal conditions met Text
  - Conformance to the Specifications
  - Unit Pricing – 1-Year Guarantee
  - Additional Quantities – 3-Year Availability Guarantee
  - Warranty
  - Defined Exceptions
  - Environmental and Social Responsibility

## **SECTION 4 – SNOWBOARD EQUIPMENT TECHNICAL SPECIFICATIONS:**

### **A. GENERAL INFORMATION**

- All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist included in Section 3. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting to award a procurement contract to the lowest responsive bidder.
- Products that feature one or more of the following environmentally friendly materials and socially responsible manufacturing processes will be given priority in the bid selection process:
  - FSC (Forest Stewardship Council) Certified sustainable wood cores.
  - Recycled content sidewalls or core materials.
  - Low VOC resins and/or glues.
  - Alternative inks, printing and/or laminating processes.
  - Factory wax without chlorofluorocarbon chemicals (PFCs or PFOAs)
  - End of use recycling or take-back program.
  - Fair Trade Certified or other independent fair labor assessment of manufacturing facilities.
  - Manufacturing facilities are powered by renewable energy.
  - Zero waste program at manufacturing facilities.
  - Hazardous waste management program at manufacturing facilities.
  - Product and/or manufacturing emissions are offset with carbon credits.

## **SECTION 5 - 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 rental snowboards, bindings and boots equipment. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.

As a condition of product final acceptance, all warranties offered from all manufacturers shall be available in written form and be included, properly filled out, with the merchandise when delivered. All warranties shall be directly from the appropriate manufacturer of that portion of the merchandise, and not modified or backed by a subsequent manufacturer who performed work on the merchandise at a later stage in the manufacturing process.

- 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 the operating season shall be completed in a time period not to exceed two (2) weeks. All warranty work stated above shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.





**SECTION 6 PROPOSAL FORM**

Multiple bids may be submitted based on Bidder's proposed equipment, and must be provided separately, using additional copies of this Form.

The undersigned vendor shall provide new rental snowboard equipment for the Diamond Peak Ski Resort meeting the attached specifications.

A price should be stated in both numbers and in words in the spaces provided on this form.

Proposals returned on a form other than this one will **not** be accepted.

Description	Unit	Est. Qty.	Unit Price	Total Price
Adult Snowboards, Size 130cm to 165cm	Ea.	185	\$ 157.50	\$ 22,050.00
Junior Snowboards, Size 80cm to 125cm	Ea.	135	\$ 120.00	\$ 20,835.00
Adult Snowboard Boot, Size 5 to 15	Pair	402	\$ 112.50	\$ 45,225.00
Junior Snowboard Boot, Size 11c to 4k	Pair	210	\$ 49.50	\$ 10,395.00
Adult Snowboard Bindings	Pair	325	\$ 90.00	\$ 29,250.00
Junior Snowboard Bindings	Pair	50	\$ 82.50	\$ 4,125.00
<b>Total Price in Numbers:</b>	<b>\$ 131,880.00</b>			
<b>Total Price in Words:</b>	<b>One hundred thirty one thousand eight hundred eighty dollars</b>			

Bidder can meet the proposed November 1, 2023 delivery date:  Yes  No

If "No," what delivery date does Bidder propose: \_\_\_\_\_

Exceptions (attach additional pages if necessary): Stomp pads are not integrated. The company will supply  
and apply stomp pads upon product delivery. Boot bar codes to be supplied/installed by manufacturer.

List any additional merchandise or options that may be included with this purchase at no additional cost to IVGID dba Diamond Peak Ski Resort:

Free Freight savings equates to \$8,550.00

Quick disk handles will be supplied to assist with disc mounting efficiency.

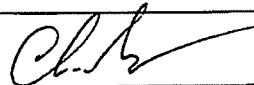


**REFERENCES**

A list of references for a minimum of three (3) ski resorts in the last five (5) years supplied with a snowboard rental fleet of an equivalent contract size and scope to that requested in this request for proposals.

Contact Name & Phone Number	Description of Items	Contract Value	Date Complete
Ben Stranger Mammoth Resorts 760-934-2571, ext 2071	Basic Fleet rental-boards, boots, bindings	\$ 125,000.00	Re-occurring Annually
Jay Sanchez 702-385-2754 jaysanchev@leecanyonlv.com	Basic Fleet Rental-board, boots, bindings	\$ 175,000.00	December 2022
Jack Kanapel Ski Pro 602-955-3939	Rental boards, boots, bindings	\$ 50,000	Re-occurring Annually

Firm Name: Salomon

Signature of Bidder: 

Date: 12/10/22 Phone # 916-502-2472

Title: Sales Representative Email: chris@cts-sports.com

**SECTION 7 DISCLOSURE OF PRINCIPALS**

**PRINT OR TYPE:**

Firm Name: Amer Sports Winter and Outdoor

Address: 2030 Lincoln Ave

City, St, Zip: Ogden, UT. 84401

Date Business Started: March 1985

Principal Address of Company: 2030 Lincoln Ave, Ogden UT 84401



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

Name: Jordan Judd Official Capacity: General Manager

Address: 2030 Lincoln Ave, Ogden, UT 84401

Name: Erik Anderson Official Capacity: VP of Wintersports Equipement

Address: 2030 Lincoln Ave, Ogden, UT 84401

Name: Ryan Hardy Official Capacity: Sales Manager

Address: 2030 Lincoln Ave, Ogden, UT. 84401

**SECTION 8 – Snowboard Equipment Technical Specifications**

**1. GENERAL INFORMATION**

- Provide a training program to train Diamond Peak staff on use and application of equipment for both Adults and Juniors.
- Products may not include graphics which discriminate on the basis of an individual's race, color, religion, sex, nation origin, height weight, marital status, political belief, genetic information, disability, and/or handicap. Graphics shall not be sexual or profane in nature.
- Adult and Junior specific snowboards and snowboard bindings available.
- Unisex and Junior specific snowboard boots available.
- An Integrated bar code system on snowboards and boots shall be available.
- Shall include a color coordinated snowboard boot and binding sizing system.

**2. EQUIPMENT**

**a. Snowboards:**

- All snowboards shall be a symmetrical beginner specific model/type.
- All snowboards shall include an integrated stomp pad.
- An Integrated bar code system on snowboards.

**b. Snowboard Bindings:**

- Shall include a high back binding with tool free forward lean adjustment (i.e. not step in design).
- Shall be a disk mounted binding system.
- Shall include ratchet strap adjustment system

- Shall include a tool-free binding adjustment. An ability to change binding size, angle and stance without the use of any tools.
- Shall include Junior specific bindings.
- Shall include a color coordinated boot and binding sizing system.

c. Snowboard Boots:

- Shall include a color coordinated boot and binding sizing system.
- Shall include a laced inner boot
- Shall include a laced outer boot (B.O.A. System is not acceptable)
- Shall include a factory integrated barcode on each pair of boots
- Shall include the size of the boot easily identifiable on boot exterior
- Shall include metal hook or eyelets on top part of the lacing on the outer boot.

**3. ESTIMATED QUANTITIES**

a. Snowboards:

**185 Adult Snowboards:**

130cm = 45	140cm = 50	150cm = 35	155cm = 30
160cm = 25			

**135 Junior Snowboards:**

80cm = 15	90cm = 15	100cm = 30	110cm = 30
120cm = 45			

b. Snowboard Boots:

**402 Pairs of Adult Boots, Unisex Sizes:**

5m = 45 pairs	6m = 45 pairs	7m = 50 pairs	
8m = 50 pairs	9m = 50 pairs	10m = 60 pairs	11m = 60 pairs
12m = 25 pairs	13m = 10 pairs	14m = 5 pairs	15m = 2 pairs

**210 Pairs of Junior Boots:**

11c = 20 pairs	12c = 20 pairs	13c = 20 pairs	1k = 35 pairs
2k = 35 pairs	3k = 35 pairs	4k = 45 pairs	

c. Snowboard bindings:

**325 Pairs of Adult Bindings:**

Large bindings, accommodating boot sizes 11m-15m = 65 pairs  
 Medium bindings, accommodating boot sizes 7m-10m = 130 pairs  
 Small bindings, accommodating boot sizes 5m-6m = 130 pairs



**50 Pairs Junior Bindings:**

X-Small bindings, accommodating boot sizes 10c – 4k = 50 pairs

**END OF PROPOSAL DOCUMENT**



## Project Summary

<b>Project Number:</b>	3468RE0002
<b>Title:</b>	Replace Ski Rental Equipment
<b>Project Type:</b>	G - Equipment & Software
<b>Division:</b>	68 - Rental & Repair
<b>Budget Year:</b>	2023
<b>Finance Option:</b>	
<b>Asset Type:</b>	RE - Rental Equipment
<b>Active:</b>	Yes

<b>Project Description</b>				
The District owns and maintains a fleet of 1,365 skis and bindings (ranging in size from 70cm to 188cm), 1,550 ski boots, 320 snowboards, and 612 snowboard boots in its rental shop. The rental shop equipment replacement purchases are part of a comprehensive program to maintain a functional and reliable rental fleet at Diamond Peak. This ongoing program replaces rental equipment on a four year cycle and is vital to ensuring a safe and enjoyable experience for the guests at Diamond Peak that utilize the rental shop.				
<b>Project Internal Staff</b>				
<b>Project Justification</b>				
The general purpose of this project is to improve our facilities through required maintenance and replacement improvements that directly or indirectly reflect on our guest's experience. This project is designed to maintain the value of the Diamond Peak Ski Resort asset and customer service.				
<b>Forecast</b>				
<b>2023 - Carryover = \$259,133</b>				
<b>Budget Year</b>	<b>Total Expense</b>	<b>Total Revenue</b>	<b>Difference</b>	
2024				
Snowboard equipment	259,133	0	259,133	
Year Total	259,133	0	259,133	
2025				
Adult / Child skis, bindings and boots	300,000	0	300,000	
Year Total	300,000	0	300,000	
2027				
Snowboard equipment	160,000	0	160,000	
Year Total	160,000	0	160,000	
2029				
Adult / Child skis, bindings and boots	310,000	0	310,000	
Year Total	310,000	0	310,000	
2031				
Snowboard equipment	170,000	0	170,000	
Year Total	170,000	0	170,000	
	<b>1,199,133</b>	<b>0</b>	<b>1,199,133</b>	
<b>Year Identified</b>	<b>Start Date</b>	<b>Est. Completion Date</b>	<b>Manager</b>	<b>Project Partner</b>
2016	Jul 1, 2020	Dec 1, 2031	Director of Skier Services	

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

This Equipment Purchase Agreement (“Agreement”) is entered into as of March 23, 2023 by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and Salomon, a Division of Amer Sports Winter and Outdoor with its principal place of business at 2030 Lincoln Ave. Ogden, UT. 84401 (“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 “B.”

**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 one (1) year, 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 "C," attached hereto and incorporated herein by reference, 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 AP@IVGID.org

B. If Progress Milestones have been specified Exhibit "B," 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 "B." 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 "B" and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit "B" 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 "B" 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 "B." Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$250.00 per item of Equipment for each calendar day for which the item of Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

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 shall be on forms supplied or approved by the District. 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 – Diamond Peak Resort

CONTRACTOR:  
Amer Sports Winter and Outdoor  
2030 Lincoln Ave. Ogden, UT. 84401  
Attn: Chris Tiller – Sales Representative

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.

**OWNER:**  
**INCLINE VILLAGE G. I. D.**  
**Agreed to:**

**CONTRACTOR:**  
**Amer Sports Winter and Outdoor**  
**Agreed to:**

By: \_\_\_\_\_  
Indra Winquest  
District General Manager

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Joshua Nelson  
District General Counsel

\_\_\_\_\_  
*Date*



EXHIBIT A  
EQUIPMENT SPECIFICATIONS

**SECTION 8 – Snowboard Equipment Technical Specifications**

**1. GENERAL INFORMATION**

- Provide a training program to train Diamond Peak staff on use and application of equipment for both Adults and Juniors.
- Products may not include graphics which discriminate on the basis of an individual's race, color, religion, sex, nation origin, height weight, marital status, political belief, genetic information, disability, and/or handicap. Graphics shall not be sexual or profane in nature.
- Adult and Junior specific snowboards and snowboard bindings available.
- Unisex and Junior specific snowboard boots available.
- An Integrated bar code system on snowboards and boots shall be available.
- Shall include a color coordinated snowboard boot and binding sizing system.

**2. EQUIPMENT**

a. Snowboards:

- All snowboards shall be a symmetrical beginner specific model/type.
- All snowboards shall include an integrated stomp pad.
- An Integrated bar code system on snowboards.

b. Snowboard Bindings:

- Shall include a high back binding with tool free forward lean adjustment (i.e. not step in design).
- Shall be a disk mounted binding system.
- Shall include ratchet strap adjustment system

- Shall include a tool-free binding adjustment. An ability to change binding size, angle and stance without the use of any tools.
- Shall include Junior specific bindings.
- Shall include a color coordinated boot and binding sizing system.

c. Snowboard Boots:

- Shall include a color coordinated boot and binding sizing system.
- Shall include a laced inner boot
- Shall include a laced outer boot (B.O.A. System is not acceptable)
- Shall include a factory integrated barcode on each pair of boots
- Shall include the size of the boot easily identifiable on boot exterior
- Shall include metal hook or eyelets on top part of the lacing on the outer boot.

Exceptions (attach additional pages if necessary):

Stomp pads are not integrated. The company will supply

and apply stomp pads upon product delivery. Boot bar codes to be supplied/installed by manufacturer.

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## ESTIMATED QUANTITIES

### a. Snowboards:

#### 185 Adult Snowboards:

130cm = 45      140cm = 50      150cm = 35      155cm = 30  
160cm = 25

#### 135 Junior Snowboards:

80cm = 15      90cm = 15      100cm = 30      110cm = 30  
120cm = 45

### b. Snowboard Boots:

#### 402 Pairs of Adult Boots, Unisex Sizes:

5m = 45 pairs      6m = 45 pairs      7m = 50 pairs  
8m = 50 pairs      9m = 50 pairs      10m = 60 pairs      11m = 60 pairs  
12m = 25 pairs      13m = 10 pairs      14m = 5 pairs      15m = 2 pairs

#### 210 Pairs of Junior Boots:

11c = 20 pairs      12c = 20 pairs      13c = 20 pairs      1k = 35 pairs  
2k = 35 pairs      3k = 35 pairs      4k = 45 pairs

### c. Snowboard bindings:

#### 325 Pairs of Adult Bindings:

Large bindings, accommodating boot sizes 11m-15m = 65 pairs  
Medium bindings, accommodating boot sizes 7m-10m = 130 pairs  
Small bindings, accommodating boot sizes 5m-6m = 130 pairs

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#### 50 Pairs Junior Bindings:

X-Small bindings, accommodating boot sizes 10c – 4k = 50 pairs

## **SECTION 5 - 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 rental snowboards, bindings and boots equipment. Warranty conditions and limitations considered standard in this equipment's manufacturing industry are acceptable.

As a condition of product final acceptance, all warranties offered from all manufacturers shall be available in written form and be included, properly filled out, with the merchandise when delivered. All warranties shall be directly from the appropriate manufacturer of that portion of the merchandise, and not modified or backed by a subsequent manufacturer who performed work on the merchandise at a later stage in the manufacturing process.

- 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 the operating season shall be completed in a time period not to exceed two (2) weeks. All warranty work stated above shall be at no cost to IVGID, including materials, labor, travel time, and travel expense and/or equipment transportation.

EXHIBIT B  
DELIVERY SCHEDULE

**C. DELIVERY INFORMATION:**

1. Shipping is FOB Destination, shipping cost must be included in the bid amount. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort preferably no later than November 1, 2023; see Bid Form Section 6, for proposed alternate delivery date. Diamond Peak is located at 1210 Ski Way, Incline Village, Washoe County, Nevada 89451.

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Bidder can meet the proposed November 1, 2023 delivery date:  Yes  No  
If "No," what delivery date does Bidder propose: \_\_\_\_\_

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EXHIBIT C  
PRICING

Description	Unit	Est. Qty.	Unit Price	Total Price
Adult Snowboards, Size 130cm to 165cm	Ea.	185	\$ 157.50	\$ 22,050.00
Junior Snowboards, Size 80cm to 125cm	Ea.	135	\$ 120.00	\$ 20,835.00
Adult Snowboard Boot, Size 5 to 15	Pair	402	\$ 112.50	\$ 45,225.00
Junior Snowboard Boot, Size 11c to 4k	Pair	210	\$ 49.50	\$ 10,395.00
Adult Snowboard Bindings	Pair	325	\$ 90.00	\$ 29,250.00
Junior Snowboard Bindings	Pair	50	\$ 82.50	\$ 4,125.00
<b>Total Price in Numbers:</b>	<b>\$ 131,880.00</b>			
<b>Total Price in Words:</b>	<b>One hundred thirty one thousand eight hundred eighty dollars</b>			

List any additional merchandise or options that may be included with this purchase at no additional cost to IVGID dba Diamond Peak Ski Resort:

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Free Freight savings equates to \$8,550.00

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Quick disk handles will be supplied to assist with disc mounting efficiency.

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