<u>MEMORANDUM</u>

TO:

Board of Trustees

THROUGH:

Indra Winquest

District General Manager

FROM:

Mike Bandelin

Diamond Peak General Manager

SUBJECT:

Review, discuss and possibly approve a Procurement Contract for the Purchase of Replacement Rental Shop Equipment – 2020/2021 Capital Improvement Project: Fund: Community Service; Division: Ski; Project # 3468RE0002; Vendor: Salomon in the amount of

\$264,840.48

STRATEGIC PLAN:

Long Range Principle #4 – Service

Long Range Principle #5 - Assets and Infrastructure

DATE:

March 20, 2021

I. <u>RECOMMENDATIONS</u>

Staff recommends that the Board of Trustees makes a motion to:

- 1. Approve a procurement contract to Salomon totaling \$264,840.48 for the manufacturing and delivery of Replacement Rental Shop Equipment to Diamond Peak Ski Resort (Totaling 1,119 pairs of skis, bindings and 1,400 pairs of ski boots).
- 2. Authorize Staff to execute all purchase documents based on a review by General Counsel and Staff.

II. <u>DISTRICT STRATEGIC PLAN</u>

Long Range Principle #4 – Service – The District will provide superior quality service and value to its customers considering responsible use of District resources and assets.

• The District will utilize best practice standards for delivery of services.

Review, discuss and possibly approve a procurement contract for the Purchase of Replacement Rental Shop Equipment – 2020/2021 CIP: Fund: Community Service; Division: Ski; Project # 3468RE0002; Vendor: Salomon in the amount of \$264,840.48

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 activities.

 The District will maintain, procure, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

III. BACKGROUND

This procurement project of Replacement Rental Shop Equipment #3468RE002 was previously agenized within General Business for Review, Discussion and Approval during the April 14, 2020 Board of Trustees meeting. Through a discussion of District project priority, the Board of Trustees and Staff agreed the procurement contract for purchase should be deferred from being awarded within Fiscal Year 2019/2020.

Diamond Peak maintains a fleet of 1,328 skis and bindings (ranging in size from 70cm to 188cm), 1,568 ski boots (ranging in size from Junior 15 to Men's 33.5 Mondo Size), 408 snowboards, 545 snowboard bindings, and 596 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.

Of the District's fleet of 1,328 skis and bindings, 1,286 comprise the main rental fleet, the remaining 42 pairs in the inventory make up the demo fleet from a variety of manufacturers. The District's main rental fleet of skis, bindings and ski boots, all are made by the same manufacture. Doing so has allowed the District to have a single process by which a ski is set-up during a rental transaction. This simplifies staff training, reduces the risk of mistakes during set-up, and impoves the overall transaction time. Additionally, the rental skis and bindings come as a factory mounted system that requires no drilling and little assembly upon delivery. This reduces labor costs during the fleet transition and reduces risk of mistakes during assembly.

The proposed purchase will replace all the skis and bindings in the 70cm to 175cm range, a total of 1,119 pairs of skis and ski boots in Junior size 15 to Adult 33.5 (mondo size) range, including a total of 1,400 pairs of boots. The current inventory of Junior skis, bindings and boots were purchased 2015 and have been utilized for

Review, discuss and possibly approve a procure——3ment contract for the Purchase of Replacement Rental Shop Equipment — 2020/2021 CIP: Fund: Community Service; Division: Ski; Project # 3468RE0002; Vendor: Salomon in the amount of \$264,840.48

six seasons. The Adult skis, bindings and boots were purchased in 2016. Delivery of the proposed award is set to be no later than November 1, 2021.

IV. BID RESULTS

The District publicly advertised this project for bidding and Requests for Proposals including specifications were sent out to eight potential bidders. Four bids were received and opened on March 3, 2021. The bid results are as follows:

Vendor	Total Bid Amount
Salomon	\$264,840.48
Elan	\$272,587.32
Rossignol	\$287,106.15
Volkl	\$298,670.05

The low responsive bidder that meets all the specified technical specifications is Salomon. District Staff reviewed the bid and checked references for the vendor and has recommended award of this procurement to Salomon.

V. FINANCIAL IMPACT AND BUDGET

A total of \$535,000 is included in the 2020/2021 Capital Budget and includes a total of \$335,000 identified as a carry forward amount from the 2019/2020 Capital Budget for replacement rental skis, boots and bindings (see attached data sheet). A total \$200,000 is identified as replacement rental snowboards, boots and bindings also included in the approved 2020/2021 Capital Budget. Staff will recommend deferring the rental snowboard procurement until the 2021/2022 fiscal year and adjust the proposed District five year capital plan to identify a four year replacement cycle of rental equipment. The purchase price proposed for award totals \$264,840.48 which is \$70,159.52 under the approved budget amount.

Staff has included in the table below a proposed Fiscal Year ending June 30, 2021 Capital Improvement Project status report.

Review, discuss and possibly approve a procurement contract for the Purchase of Replacement Rental Shop Equipment – 2020/2021 CIP: Fund: Community Service; Division: Ski; Project # 3468RE0002; Vendor: Salomon in the amount of \$264,840.48

Incline Village General Improvement District	Capital Improvement P	rojects Report	to the Board o	f Trustees	PROPOSE	D For the Ye	ar Ending J	ine 30, 2021				
			Prior Year	Current Year				Future Year	FY2020/21	Fiscal Year		
DESCRIPTION	PROJECT#	Original Budget	Carry Forward	Budgeted	Projects Cancelled	Adjustments	Reallocation	Reservation Fund Balance	Adjusted Budget	Expenditure s As of 12/31/20		Status
Diamond Peak Ski Resort:												
Base Lodge Walk In Cooler and Food Prep Reconfiguration	3453BD1806	15,000	25,000	15,000					40,000		40,000	In Progress
Crystal Express Ski Lift Maintenance and Improvements	3462HE1502	55,000		55,000					55,000	34,793	20,207	Complete
Lakeview Ski Lift Maintenance and Improvements	3462HE1702	25,000	239,864	25,000		CFWD Adj			264,864	199,720	85,144	Complete
Ridge Ski Lift Maintenance and Improvements	3462HE1903	45,000		45,000					45,000	27,850	17,150	Complete
Ski Resort Snowmobile Fleet Replacement	3464LE1601	16,000		16,000	***************************************				16,000	14,452	1,549	Complete
2013 Yamaha Rhino (ATV) #674	3464LV1732	21,000		21,000					21,000		21,000	In Progress
Replace Ski Rental Equipment	3468RE0002	200,000	335,000	200,000					535,000	-	535,000	In Progress
Replace 2010 Shuttle Bus #635	3489HE1739	140,000		140,000					140,000		140,000	Delayed
Replace 2010 Shuttle Bus #636	3469HE1740	140,000		140,000					140,000	-	140,000	Delayed
Pavement Maintenance, Diamond Peak and Ski Way	3489L11105	25,000		25,000					25,000	1,300	23,700	In Progress
Ski Way and Diamond Peak Parking Lot Reconstruction	3469L11805	300,000	220,000	300,000		CFWD Adi			520,000	8,000	512,000	Multi-Year
Diamond Peak Facilities Flooring Material Replacement	3499BD1710	55,000		55,000					55,000		55,000	In Progress
Are Flash Study - Ski	3499BD2002	20,000		20,000					20,000	-	20,000	In Progress
Ecommerce/Middleware Software	3499CE1909	202,000	202,000						202,000	120,000	82,000	Complete
Replace Staff Uniforms	3499OE1205	135,000		135,000					135,000		135,000	In Progress
Ski Master Plan Implementation (Entitlements)	3653BD1501	750,000	450,000	-				(400,000)	50,000	2,760		Delayed
	Total Diamond Peak	2,144,000	\$ 1,471,864	\$ 1,192,000	\$ -	\$ -	5 -	\$ (400,000)	\$ 2,263,864	\$ 408,875	\$ 1,854,990	

VI. <u>ALTERNATIVE</u>

As this project has previously been deferred one fiscal year, Staff has no alternatives to recommend.

VII. <u>COMMENTS</u>

The District places its order with the ski, snowboard, and boot manufacturers in the spring and takes delivery of the equipment in the fall in order to accommodate manufacturing lead time. The rental shop is a major revenue contributor to Diamond Peak's annual operating budget and maintaining the condition of the rental fleet has an important role in that revenue stream. A reliable and well-functioning rental fleet is also an important component of providing a great customer experience at Diamond Peak.

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.

ADDENDUM NO. 1

Diamond Peak Rental Ski Equipment RFP Project Number 3468RE0002

February 22, 2021

<u>Owner</u>

Incline Village G. I. D. Public Works Department 1220 Sweetwater Road Incline Village, Nevada 89451 775-832-1267

Engineer

Incline Village G. I. D. **Engineering Division** 1220 Sweetwater Road Incline Village, Nevada 89451 775-832-1267

PART 1 - GENERAL

1.1 SCOPE

This Addendum forms a portion of the Request for Proposal Documents, and modifies those documents as described below.

1.2 **ACKNOWLEDGMENT**

Acknowledge receipt of this Addendum in writing in the space provided on Page 10 of the RFP Proposal Form.

PART 2 - REVISIONS TO DOCUMENTS

2.C.1. Delivery Information

Shipping is FOB Destination and should be itemized in the proposal. This Addendum adds a line for Shipping costs to the total bid amount.

END OF ADDENDUM 1





INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID) dba DIAMOND PEAK SKI RESORT

Incline Village General Improvement District
Public Works Department
1220 Sweetwater Road
Incline Village, NV. 89451

REQUEST FOR PROPOSALS:	2021 Rental Shop Ski Equipment
CIP NUMBER:	3468RE0002
PROPOSALS DUE:	Wednesday, March 3, 2021 by 2:00 p.m.
DELIVERY OF ITEMS:	FOB Destination
DIRECT ALL INQUIRIES TO:	Ronnie Rector, Contracts Administrator 775-832-1267; rlr@ivgid.org





SECTION 1 - REQUEST FOR PROPOSALS (RFP)

The Incline Village General Improvement District (IVGID or District) dba Diamond Peak Ski Resort, is accepting proposals to provide new rental ski equipment for use at Diamond Peak Ski Resort. The procurement includes Adult and Junior skis with integrated binding system and ski boots.

Sealed proposals will be received at the offices of IVGID's Public Works Department, located at 1220 Sweetwater Road, Incline Village, Nevada 89451, until 2:00 p.m. Wednesday, March 3, 2021, for:

Diamond Peak Rental Shop Ski Equipment Procurement

Submission of samples for proposed skis with integrated bindings and boots in advance of bid opening is required. See Section 2.D.3 within this RFP for sample submission information.

Complete Proposal Documents may be obtained by downloading them from the District's website at https://www.yourtahoeplace.com/ivgid/resources/purchasing, or by contacting Ronnie Rector, IVGID Public Works Contracts Administrator, at 775-832-1267 or via email at rlr@ivgid.org. It is the vendor'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 in Section 3 of this RFP. 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 March 24, 2021, to award a procurement contract to the lowest responsive and responsible vendor.

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

SECTION 2 - INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. SCOPE AND INTENT:

- a. It shall be the intent of this Request for Proposals to select a vendor to provide new rental ski equipment for use at the Diamond Peak Ski Resort.
- b. In the space provided on the Proposal Form, vendors 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 vendor 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, vendor shall explain, in writing in a statement to be enclosed with the proposal.





3. PROPOSAL EVALUATION: All proposals will be evaluated to determine the lowest responsive proposal. Proposal exceptions are permissible, provided that what the vendor is offering meets the intent of the proposal specifications, <u>as determined by the Buyer.</u>

B. SUBMISSION OF PROPOSALS

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

"Diamond Peak Rental Ski Equipment"

- Vendors 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 FAX will not be accepted.
- 2. Sealed proposals will be received at the offices of the IVGID Public Works
 Department, 1220 Sweetwater Road, Incline Village, Nevada 89451, until the day and time shown on Page 1 of this RFP.
- 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. An authorized agent of the firm must sign all Proposals.
- 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 and should be itemized in the proposal. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, Nevada 89451, no later than November 01, 2021.
- 2. <u>Liquidated Damages</u>: 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. 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 11, 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 Ski 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.
- To aid in the proposal evaluation process, the proposal package submitted by vendor should also include product specifications, brochures, pictures and other support data for the merchandise proposed.
- Vendor is required to submit samples of its proposed product to Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada by end-of-business February 20, 2021 with pick up on or after March 20, 2021. Delivery and pick-up of samples shall be at a mutually agreed time, coordinated through Diamond Peak Rental Manager Tatiana Montabello at 775-832-1138, TNM@ivgid.org.
 - 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.
 - b. All samples shall be submitted, delivered, and picked up at vendor's own expense.
 - c. 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.

E. JOINDER PROVISION

Not applicable to this proposal.

- F. ADDITIONAL ORDERS: Additional orders that meet the successful firm'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.
- G. FIRM PRICING REQUIRED: Prices submitted shall remain firm for all deliveries specified in this Proposal. For any additional orders, the successful firm 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.





H. 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 vendor meets <u>all</u> requirements.
- I. DAMAGED GOODS: Damaged goods shall be replaced by the successful Firm at no cost to the District, whether damage is observed at time of delivery or upon the unpacking of goods for distribution.
- J. TERMS AND CONDITIONS: Vendors shall be aware of, and agree to abide by, the terms and conditions contained in this Proposal.
- K. 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.
- L. QUANTITIES TO BE PURCHASED: Quantities provided in this RFP are estimates only. IVGID reserves the right to increase or decrease any stated quantities, within reasonable limits, with no impact to unit prices.
- M. DISCLOSURE OF PRINCIPALS: Vendors shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."
- N. ACCEPTANCE AND/OR REJECTION OF PROPOSALS: IVGID shall reserve the right to accept or reject any or all resultant proposal responses, 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 .	-	oosals shall be reviewed for responsiveness by District staff on the following meters:
		Proposal conditions met
		Conformance to the Specifications
	•	Unit Pricing – 1-Year Guarantee
		Additional Quantities – 3-Year Availability Guarantee
	0	Warranty
		Defined Exceptions

Environmental and Social Responsibility





SECTION 4 - SKI EQUIPMENT TECHNICAL SPECIFICATIONS:

A. 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 integrated Ski/binding system available.
- An Integrated bar code system on skis and boots shall be available.
- Shall include a color coordinated ski boot and binding adjustment-sizing system.
- 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.

EQUIPMENT

Skis:

- ☐ All Skis shall be a beginner specific model/type.
- Barcode should match on both skis.
- □ All Skis shall have a tip measurement that does not exceed 125mm
- □ Shall arrive with the base plate mounted on the skis

Ski Bindings:

- Shall have the ability to adjust length by hand, no tools required
- □ Shall include both an adjustable toe and heel piece





- Shall include Junior specific bindings. Junior bindings shall be able to be adjusted for both junior and adult size boots up to a men's size 9 boot.
- Shall include a color coordinated boot and binding sizing system.
- □ DIN range on adult bindings need to go from a 3 to a 10 minimum and on Junior bindings needs to go from a .5 to a 4.5 minimum.
- □ All bindings shall be compatible with either grip-walk or non-grip walk boots.
- Forward pressure indicator need to be easily identifiable.

Ski Boots:

- □ Shall include a color coordinated boot and binding sizing system.
- □ Adult Unisex/Mens/Womens and Junior's specific ski boots available
- □ Adult boots must be a 4-buckle configuration, ladder straps for the top buckles are acceptable.
- All adult boots must be front entry.
- All boots need to have a replaceable toe and heal pieces.
- All boots shall be a beginner model boot, not exceeding a 100 flex rating
- Shall include the size of the boot easily identifiable on boot exterior
- □ All boots shall <u>NOT</u> include power straps or must be removed by company representative.
- Shall include individual sole lengths corresponding to boot size

Estimated Quantities and Approximate Size

	Skie.	
11	SKIE.	

585	-	Adult:

1/5 — 14/CM	160- 1616111
175 - 154cm	40 - 168cm

534 - Junior:

20 – 70cm	100 – 100cm	70 – 130cm
74 – 80cm	54 – 110cm	70 – 140cm

400 404---

74 – 90cm 72 – 120cm

□ Ski boots:

815 - Adult:

Men's sizes

7 – 45 pairs	10 – 120 pairs	13 – 25 pairs
8 – 70 pairs	11 – 90 pairs	14 – 7 pairs
9_ 115 pairs	12 – 40 nairs	15 – 3 pairs

35 - 175cm





Women's sizes		
4 - 5 pairs	6 – 60 pairs	8 – 70 pairs
5 – 35 pairs	7 – 80 pairs	9 – 50 pairs
585 – Junior:		
10c – 40 pairs	1 – 90 pairs	5 – 40 pairs
11c – 40 pairs	2 – 110 pairs	6 – 10 pairs
12c - 40 pairs	3 – 85 pairs	

4 - 80 pairs

SECTION 5 - PRODUCT WARRANTY

13c - 60 pairs

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 skis, 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

The undersigned vendor shall provide new rental ski 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. Provide a minimum quantity required for orders.

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

Unit	Est. Qty.	Unit F	Price	Total Price
Pair	585	\$ 172.8	° \$	101,088.00
Pair	534	Q.		63,211.68
Pair	515	\$ 86.4	\$	44,496.00
Pair	300	\$ 86.44	\$	25,920.00
Pair	585	\$ 50.40	\$	30,124.80
		Sh	ipping \$	0.00
\$ 264,840.44	В			
Two hundred sixty four thousand eight hundred forty dollars and forty eight cents				
	Pair Pair Pair Pair Pair	Pair 585 Pair 534 Pair 515 Pair 300 Pair 585	Pair 585 \$ 172.8 Pair 534 \$ 115.9 Pair 515 \$ 85.40 Pair 300 \$ 88.40 Pair 585 \$ 50.40 55.44 \$ 55.44 Sh	Pair 585 \$ 172.80 \$ Pair 534 \$ 115.92 \$ Pair 515 \$ 86.40 \$ Pair 300 \$ 86.40 \$ Pair 585 \$ 50.40 \$ Shipping \$ \$ 264,840.48 \$ 264,840.48

Exceptions (attach additional pages as necessary):	
Printed sole length coding for ski, boot, binding sizing adjustment system	
Product warranty period is 2 years	
CSV file to be provided to match individual ski bar codes in place of matching bar codes per pair. This can be uploaded to the rental system in place of scanni	ng both individual skis.





Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date		
1	February 22, 2021		
'	reorua		

List any additiona additional cost to	al merchandis IVGID dba Di	se or options the amond Peak Si	nat may be ir ki Resort:	ncluded with this purchase	at no		
Skis will be mounted at the fact	ory free of charge for a c	ost savings of \$3,916.50					
Vendor will cover shipping for a cost savings of \$10,593.60							
Salomon will provide free produ	uct up to 1% of total purc	hase price based on wholes	ale value for resort mark	eting, promotions, everts, etc.			
Anticipation is available at 1%	a month for early payme	nt with a maximum of 3 mon	ths				
Type or Print Nam		Chris OL-C	s Tiller				
Signature of Vendor:							
Date:		March 2, 2021					
Title:		Sales R	epresentative				
Phone No.	916-50	916-502-2472 Email: chris.tiller@salomon.com					
PRINT OR TYPE: Firm Name:	<u>SECTION</u>	I 7 – DISCLOS	URE OF PRII	NCIPALS			
Address:	2030 Lincoln Ave.						
City, St, Zip:	Ogden, UT 84401						
Date Business Sta	rted:1947						
Principal Address	Principal Address of Company:						
		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:	Mike Adams	Official Capacity:	Senior VP	
Address:	2030 Lincoln Ave, Ogden, UT 84401	and the second s		
Name:	Erik Anderson	Official Capacity:	Market Director	
Address:	2030 Lincoln Ave, Ogden, UT 84401	· · ·		

SECTION 8 - REFERENCES

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

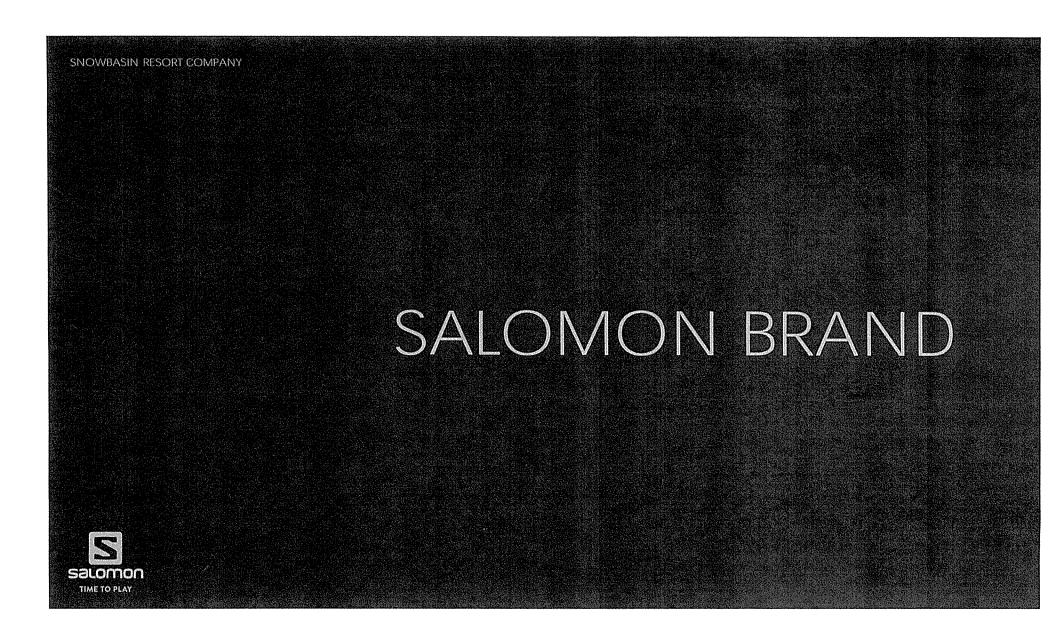
Contact Name & Phone Number	Description of Work	Contract Value	Date Complete	
Josh Allen Squaw Valley Ski Corp 603-556-3038	Salomon ski boots Salomon skis and bindings	\$ 109,950.00	still in service 2016	
Reese Thodford Mt Bachelor 971-570-8261	Salomon skis, boots, bindings	\$ 225,000.00	still in service	
Jason Watts Vail Resorts 775-530-8163	Salomon ski, boots, bindings	\$ 250,000.00+	still in service	

Attach additional sheets if necessary.

END OF PROPOSAL DOCUMENTS







THE SALOMON BRAND

WE ENRICH PEOPLE'S LIVES BY ENABLING THEM TO PLAY OUTSIDE EVERY DAY

TO ENJOY THE EXPERIENCE

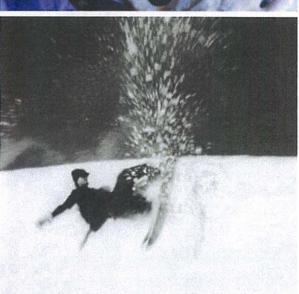
TO LEARN AND PROGRESS

TO REWRITE THE RULES









OUR BRAND ROOTS









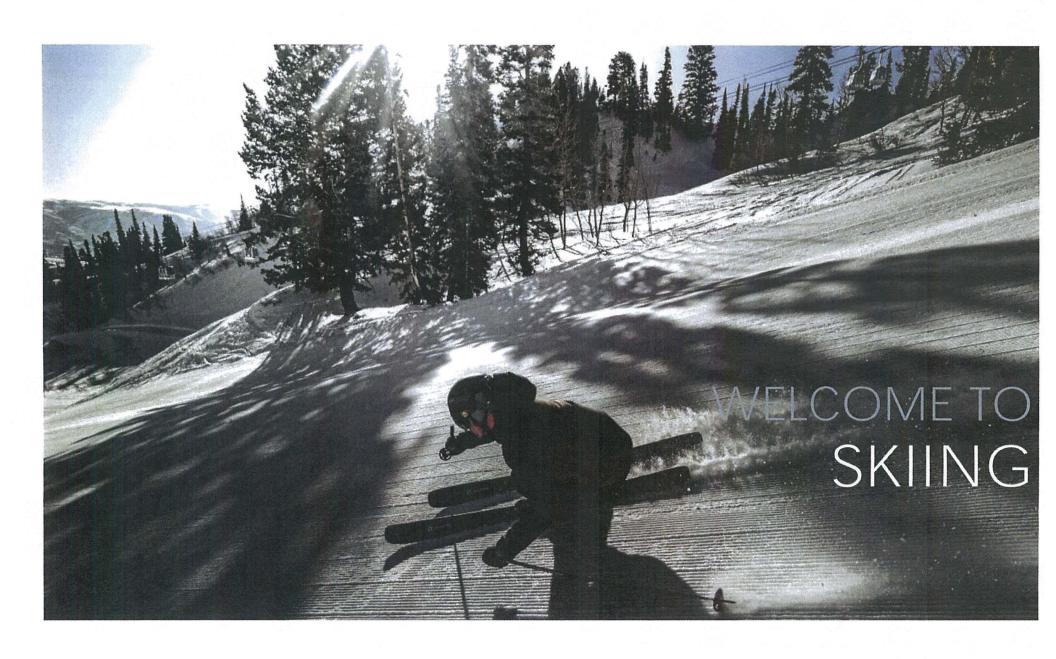


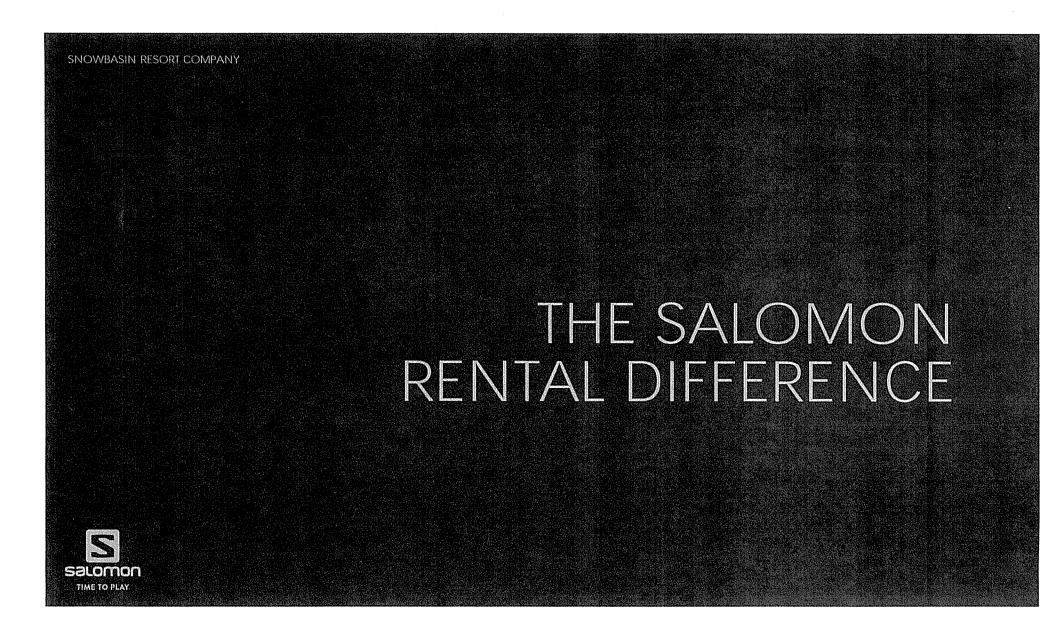


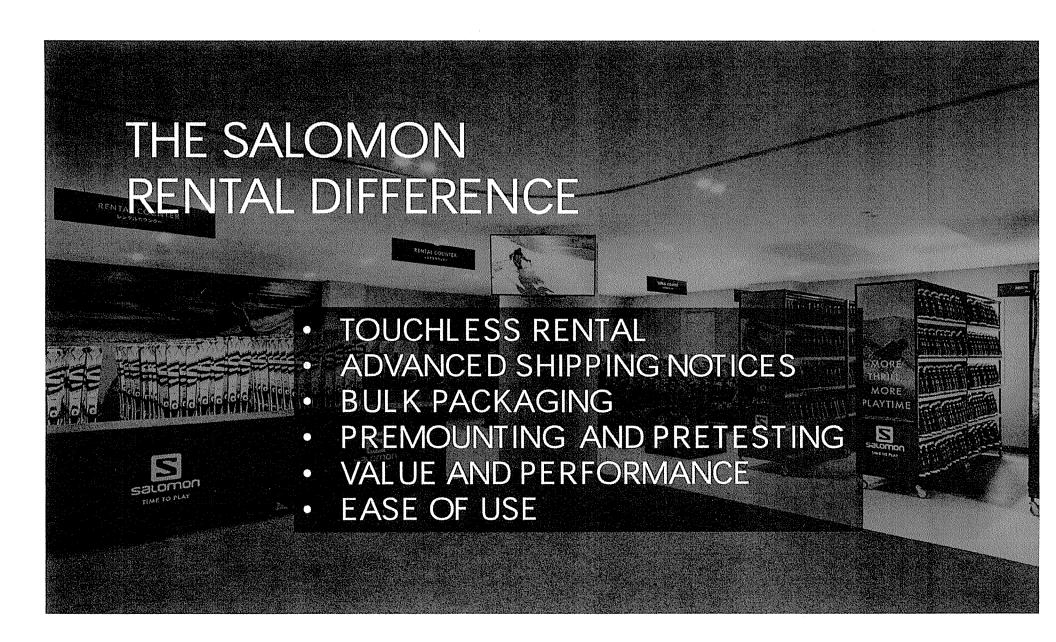
OUR YEAR-ROUND RELEVANCE

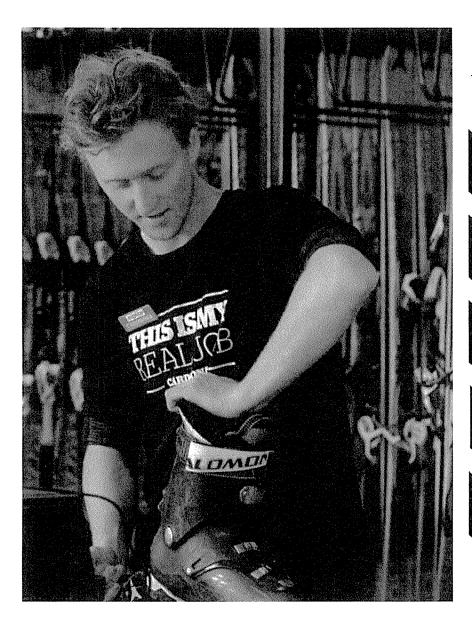












TOUCHLESS TRANSACTION

GATHERING

· GUEST ENTERS INFORMATION, ABILITY, SIZING, GENDER

SIZING

- SELECT CORRECT SIZING
- CUSTOMER STAYS IN BOOTS

SETUP

- BSL ADJUSTMENT TO MATCH RECORDED SIZE IN SYSTEM
- DIN ADJUSTMENT W/HEEL LEVER UP MATCHING RELEASE FORM

SKIP

- NO FORWARD PRESSURE CHECK (SALOMON INVENTORY)
- NO ACKNOWLEDGEMENT OF VISUAL INDICATOR SETTING

SKI

• GUEST OUT THE DOOR ON THE HILL WITH A FANTASTIC EXPERIENCE

ADVANCE SHIPPING NOTIFICATION PROCESS



- ORDER PLACEMENT
- SPECIFIC RENTAL ORDER

SHIPMENT

• DELIVERY OF THE PRE-ORDER

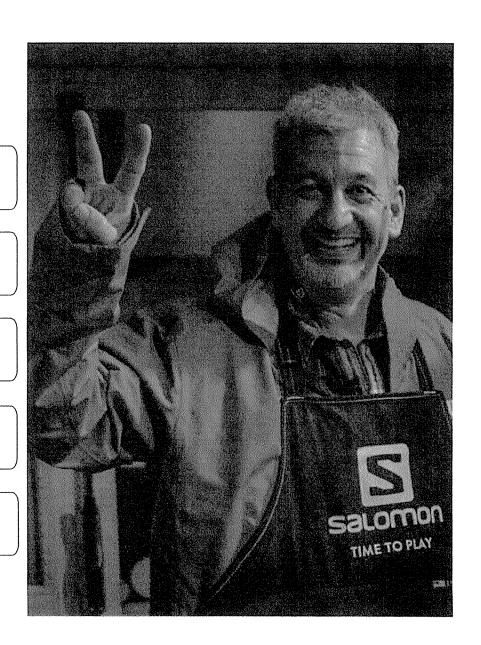
CSV FILE

DATA FILE READY TO DOWNLOAD ON B2B

DATA INTEGRATION INTEGRATION OF CSV-FILE IN LOCAL RENT SYSTEM

PRODUCT DELIVERY

- SCAN PRODUCT QR CODE
- · LINK PRODUCT TO LOCAL RENT SYSTEM

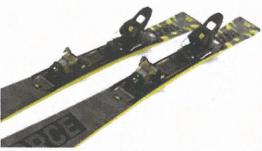


VALUE ADDED SERVICES



BULK PACKAGING

4 rental boot models are available in bulk packaging
45% waste reduction
No additional charge

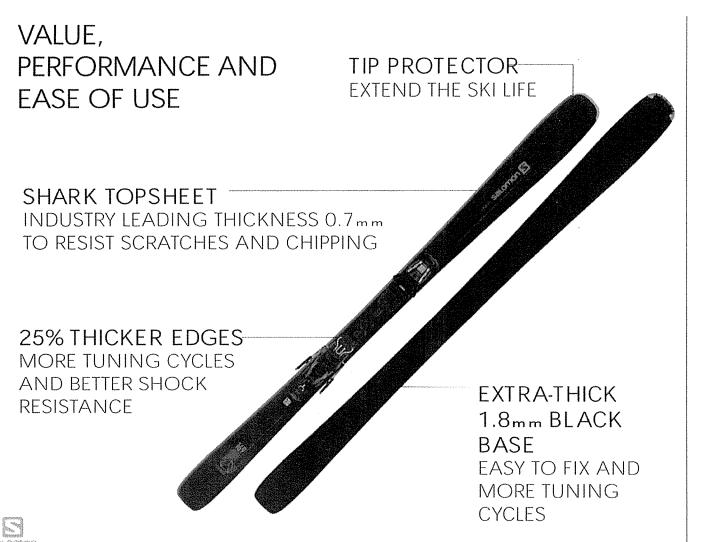


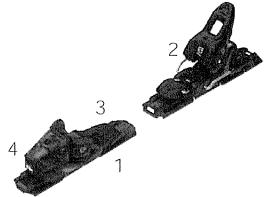
PRE-MOUNTING

Premounting Services: \$3.50/pair
Pretesting Services: \$1500 flat fee
Packaged 2 in 1, 30% reduction in
space and waste







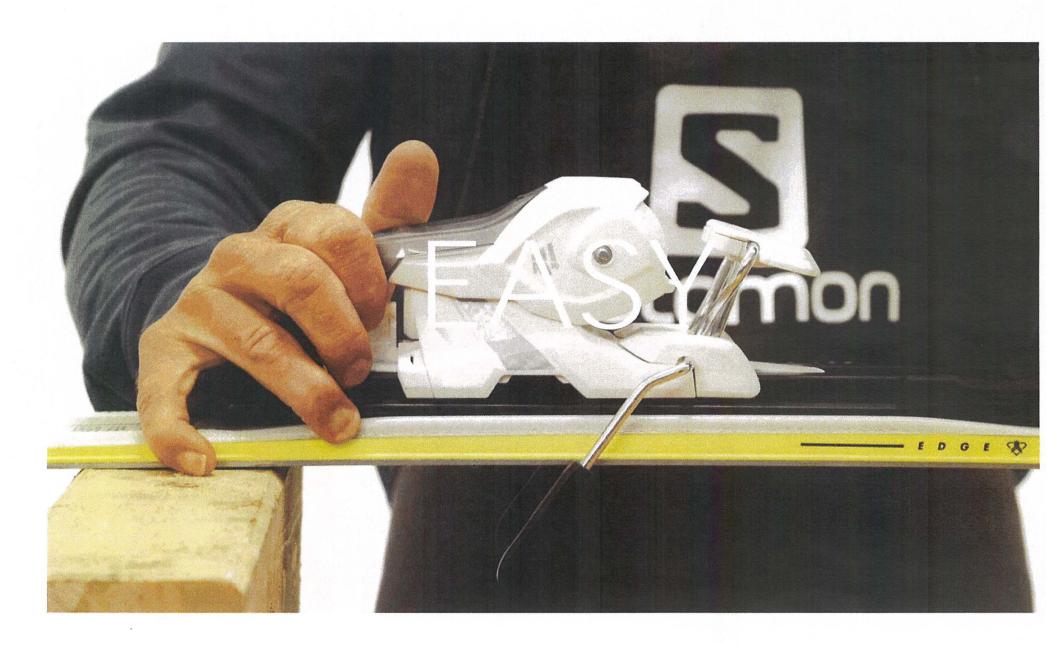


1.ERGO LEVER EASY, LOW-FORCE ACTION

2.STEP-IN ROLLERS LOWEST STEP-IN FORCE

3.BARCODE PLATE
RESESSED FOR DURABILITY

4.HIGH-CONTRAST DIN



BINDING FEATURES

BAR CODE



DIN HEEL VISIBILITY



ERGONOMIC LEVERS



DIN & LENGTH LATERAL MARKINGS



HIGH-VIS FORWARD PRESSURE INDICATOR

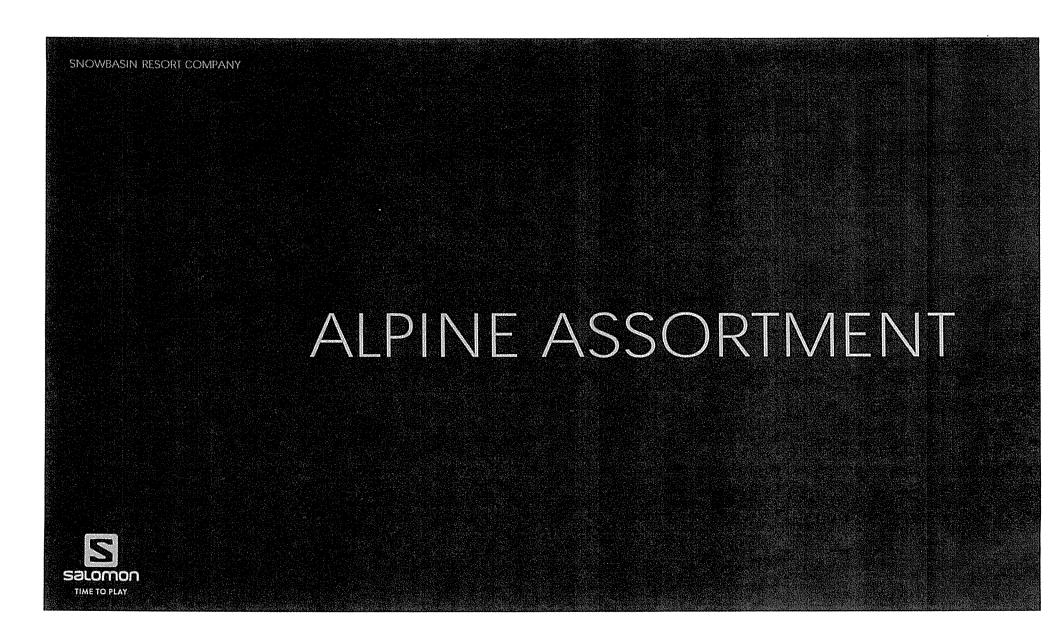


DIN SCREW ACCESS HEEL



MULTI TOOL SCREW





RENTAL - DISTANCE RANGE

PROGRESSION AND EASE OF USE

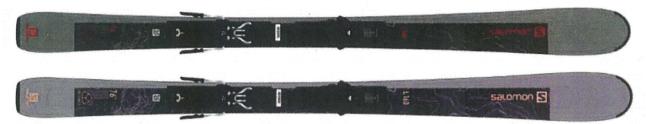
PROGRESSIVE & INTUITIVE RENTAL PACKAGE W/ RETAIL DESIGN

3 YEAR C/O 19-21

DISTANCE 72: EASY TO STEER, LIGHT AND AFFORDABLE



DISTANCE 76/ W76: WOODCORE RESORT CRUISER





RENTAL - DISTANCE RANGE RECAP

MODEL	DISTANCE 76 DISTANCE W 76		DISTANCE 72	DISTANCE 125	
	c/o	c/o	C/O	C/O	
PRICE	\$265 WHSL / \$198.75 NET	\$265 WHSL / \$198.75 NET	\$240 WHSL / \$180 NET	\$240 WHSL / \$180 NET	
ENGTH	130 140 150 160 170 180	130 140 150 160 170	130 140 150 155 160 165 170	125	
WAIST	76	76	72	72	
VEIGHT WITH BINDING	1860 g 2675 g	1580 g 2400 g	1316 g 2131 g	1567 g 2382 g	
CONSTRUCTION	SEMI-SANDWICH WOODCORE ABS SIDEWALLS RENTAL BASE AND EDGES	SEMI-SANDWICH WOODCORE ABS SIDEWALLS RENTAL BASE AND EDGES	CAP CONSTRUCTION COMPOSITE RENTAL BASE AND EDGES	CAP CONSTRUCTION COMPOSITE RENTAL BASE AND EDGES	
TIP PROTECTOR	METAL	METAL ·	PLASTIC	PLASTIC	
TOP SHEET	SHARK	SHARK	SHARK	U! SHARK	
CAMBER PROFILE	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER	ALL TERRAIN ROCKER	
PLATE	LEISURE TRACK 2 PARTS	LEISURE TRACK 2 PARTS	LEISURE TRACK 2 PARTS	LEISURETRACK 2 PARTS	
BINDING	M10 GW	M10 GW	M10 GW	M10 GW	

Ski Specs

NAME	(cm)	Tip (mm)	Waist (mm)	Tail (mm)	(m)	(mm)	(gr by 1/2 pair)
E DISTANCE 72 + M10 GW L80	130	109	68	90	11	550	777
	140	114	70	96	11	594	1137
	150	117	71	99	12	644	1237
	155	120	72	99	12	638	1269
	160	121	72	100	13	663	1310
	165	122	73	102	14	688	1350
	170	123	73	103	14	713	1390

arowou Jiwi to Hax

QST JR AND LUX JR

PROGRESS WITH STYLE



CONSUMER BENEFITS

EASY STEERING

PRECISION

ADAPTABLE

RENTAL BENEFITS

DURABILITY

EASE OF USE

EFFICIENCY



Sacomon Har to Har

CHILDREN RANGE CHART

MODEL	QST Jr	LUX Jr
PRICE \$161/\$174 WHSL \$120.75/\$130.50 NET	XS / S M \$120.75 net \$130.50 net	XS / S M \$120.75 net \$130.50 net
TARGET	CHILD/TEEN	CHILD/TEEN
LENGTH	70 80 90 XS 100 110 120 S 130 140 150 M	70 80 90 XS 100 110 120 S 130 140 150 M
WEIGHT WITH BINDING	773 g 1359 g	773 g 1359 g
RADIUS	11	11
CONSTRUCTION	EASYFLEX TECHNOLOGY CAP COMPOSITE	EASYFLEX TECHNOLOGY CAP COMPOSITE
TOP SHEET	SHARK	SHARK
PLATE	JUNIORTRAK	JUNIORTRAK
BINDING	C5 GW L6 GW	C5 GW L6 GW

MADE FOR RENTAL



BOOTS

- 1. BARCODE HOLDER
 SECURING THE BARCODE OVER TIME
- 2. SPECIFIC DURABLE LINER AND STRAPS CLEAN LOOKING THROUGH NUMEROUS USAGES
- 3. TOOLLESS TOOTH ADJUSTMENT TO QUICKLY ADAPT
- 4. POLYURETHANE SHELL scratch resistant and durable over time
- 5. MICRO ADJUSTABLE BUCKLES EASY AND CONVENIENT
- 6. VISIBLE SIZE AND SOLE LENGTH PRINT

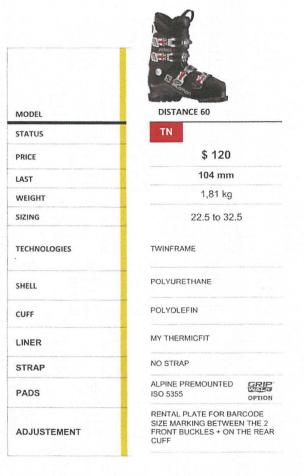
easy to see for safer & faster adjustments



alomon TIME TO PLAY

DISTANCE 60

COMFORT FIT WITH PHENOMENAL HEEL AND ANKLE RETENTION



AVAILABLE AS A 4in1 PACKAGING OPTION REDUCING WASTE BY 45% MASS AND BOOSTING EFFICIENCY IN RECIEVING

SNOWBASIN RESORT COMPANY

JUNIOR LEARN AND EARN / RENTAL

RANGE CHART









POLYOLEFIN



T3 RT / GIRLY

CO

\$ 77 WHSL / \$57.75 N

POLYOLEFIN

ISO 5355

MY THERMIC FIT JR + LOOP ON

3 RIVETED VARIO PLASTIC

RIVETED OVERSIZED PIVOT

BINDING SET COLOR CODING

RENTAL BARCODE STICKER

ALPINE PREMOUNTED

T2 RT / GIRLY

\$ 70 WHSL / \$52.50 NET

18 to 21

T1 CO T1 GIRLY

\$ 77 WHSL / \$57.75 NET

22.5 to 26.5

POLYURETHANE

POLYURETHANE

POLYOLEFIN

MY THERMIC FIT JR + LOOP ON TONGUE

ALPINE PREMOUNTED ISO 5355

2 RIVETED VARIO PLASTIC OPTION RIVETED OVERSIZED PIVOT RENTAL BARCODE STICKER BINDING SET COLOR CODING

\$ 64 WHSL / \$48 NET

14 to 18

\$ 64 WHSL / \$48 NET

15 to 18

POLYOLEFIN

MY THERMIC FIT JR + LOOP ON TONGUE

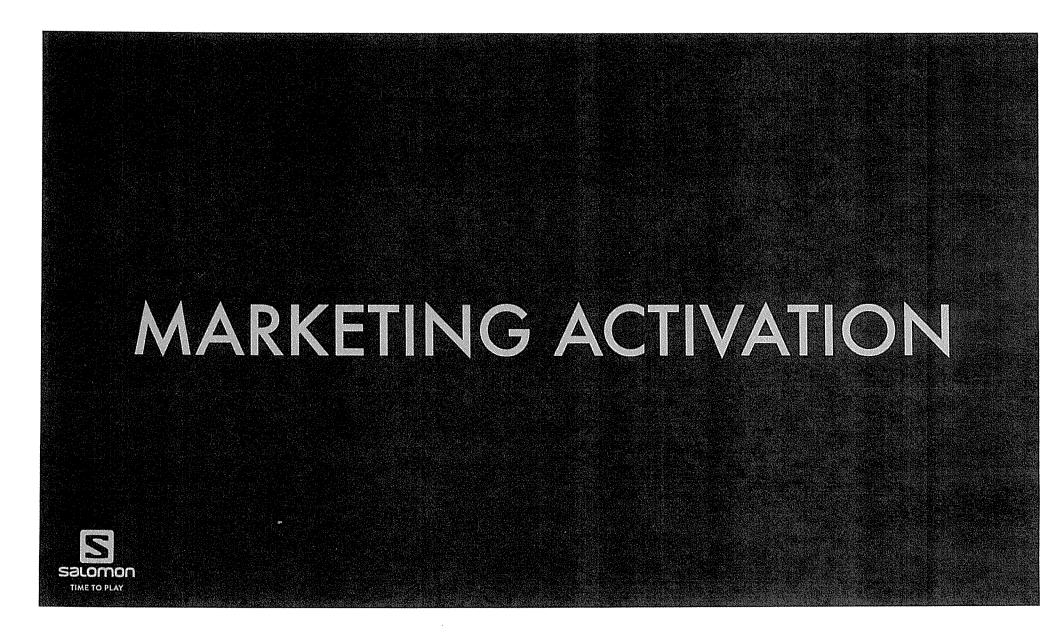
ALPINE PREMOUNTED ISO 5355

1 RIVETED RATCHET BUCKLE RIVETED OVERSIZED PIVOT POLYOLEFIN

MY THERMIC FIT JR + LOOP ON TONGUE

ALPINE PREMOUNTED ISO 5355

1 RIVETED RATCHET BUCKLE RIVETED OVERSIZED PIVOT



Salomon Time to play

STRATEGY:

EXPERIENCED STAFF & TECHNICIANS
PROUD TO BE PARTNERED WITH SALOMON

DELIVERABLES:

- CUSTOM TRAINING
- SALOMON WSE GUIDE
- IN PERSON BRAND SUPPORT





SNOWBASIN RESORT COMPANY SUSTAINABLE PRACTICES salomon TIME TO PLAY

SUSTAINABILITY OVERVIEW

RENEWABLE ENERGY



We heat our ski presses

low-carbon fuel source is

waste from the forestry

industry, local to

As a result, we are

CO2 emissions.

saving 10.000 m3 of oil

massive impact on our

annually. This has a

Altenmarkt.

with wood chips. This

Excess heat generated by our ski presses is used to heat the entire Altenmarkt facility.

ENERGY

RECOVERY

This leads to a reduction in energy needs across the entire facility of 48%.

RECYCLED PLASTICS



Currently, 50% of the boots we manufacture contain a minimum of 30% recycled plastic.

In 2019 we used 181 tons of recycled material. This amount will increase in 2020 RESOURCE EFFICIENCY



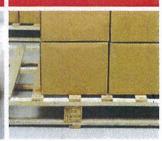
Investment in CNC technology has allowed us to save material when shaping our wood cores.

Precision manufacturing allows us to reduce rawmaterial consumption WASTE RECYCLING



All waste materials are sorted at the factory to allow them to be reused/sold on.

Allow raw materials to be reused in other industries TRANSPORT EFFICIENCY



Through the development of our new logistics center we ensure our vehicles transport goods both ways and never run empty.

Reduction of our overall carbon footprint.

Altenmarkt Ski Factory is Smart and Green



Amer Sports Winter Sports Equipment manufacturing facility in Altenmarkt, Austria applies innovative measures on reducing its carbon footprint, being more sustainable, and recycling more. These questions are cornerstones of all its operations.

The heating energy for both the ski factory and the town of Alternmarkt comes solely from biomass, and the electrical power consumption of the plant has been 100% renewable for many years.

Previously, the factory consumed almost one million liters of oil every year. Today, oil is not needed any more, and the factory has reduced its annual CO2 emissions by 10 million kilograms.

To improve air quality and energy efficiency, Amer Sports has invested in new exhaust and fresh air devices (with heat recovery technology) at its facility in Altenmarkt. This cuts energy use and the facility's scope 2 emissions



Altenmarkt Ski Factory is Smart and Green



The Winter Sports Equipment factory in Altenmarkt reduced its production waste by 25% The achievement was highlighted by the Austrian TV channel as a good example of successful waste management.

These improvements in waste management also gained the factory two environmental nominations last year: the ÖGUT Umwelt Preis, which is an exceptional prize for companies who engage in environment protection and for the Energy Globe Award in category Earth.

In the complex production processes, there are lots of different materials and components used. Instead of just separating the materials and paying for recycling service, WSE is now able to sell these separated materials to the companies in other industries which needs them in their production. Our Boot facility recycles every reusable amount of material to produce additional ski boots as well as smaller items like our spare lens holders for some goggle models





Amer Sports Winter and Outdoor is EPA's Green Power Partner

Amer Sports Winter and Outdoor in Ogden participates in the EPA's (United States Environmental Protection Agency) Green Power Partnership. Currently 27% of its annual power usage, or 23,000 kWh (Third-Party Certified Green Power Product) is wind produced, and we are looking to increase that amount. www.epa.gov/greenpower/



Sacomor TIME TO PLAY

Call of Ideas

Amer Sports Winter Sports Equipment manufacturing facility is actively seeking and implementing new ideas to reduce its greenhouse gas emissions. It has launched an initiative to generate new ideas and the initiative is named Call of ideas. Out of the 130 ideas, 9 have been approved and adopted into practice.

These include:

Reuse of Phenol scrap to build new cutting tools

Reuse ski packaging material, which are today thrown away by random check workers. (styropor pieces and carton between the skis)

ABS Waste sent back to supplier for recycling

Improve heating system control, to avoid energy lost

Reuse carton inlays for roll





Project Summary

Project Number: 3468RE0002

Title:

Replace Ski Rental Equipment

Project Type:

G - Equipment & Software

Division:

68 - Rental & Repair

Budget Year:

Finance Option:

Asset Type:

RE - Rental Equipment

Active:

Yes

2021

Project Description

The District owns and maintains a fleet of 1,365 skis and bindings (ranging in size from 70cm to 188cm), 1,550 ski boots, 330 snowboards, and 400 snowboard boots in its 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.

Project Internal Staff

Project Justification

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.

Forecast						
Budget Year	Total Ex	pense	Total Revenue	Difference		
2021						
Snowboard equipment	2	00,000	0	200,000		
Year	Total 2	00,000	0	200,000		
2024						
Adult / Child skis, binding and boots	gs 3	60,000	0	360,000		
Year	Total 3	60,000	0	360,000		
2025						
Snowboard equipment	2	10,000	0	210,000		
Year	Total 2	10,000	0	210,000		
2028					*	
Adult / Child skis, binding and boots	gs 3	80,000	0	380,000		
Year	Total 3	80,000	0	380,000		
2029						
Snowboard equipment	2	40,000	0	240,000		
Year	Total 2	40,000	0	240,000		
	1,3	90,000	0	1,390,000		
Year Identified	Start Date		Est. Complet	ion Date	Manager	Project Partner
2016	Jul 1, 2020		Dec 1, 2	020	Director of Skier Services	



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

PURCHASE ORDER

P.O. NUMBER	DATE
21-0186	03/26/2021

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS, BILLS OF LADING AND CORRESPONDENCE.

Vendor Name, Address, and Number	Ship To Address And Phone Number	Please Send Invoices To
1448		Incline Village GID
Salomon USA		893 Southwood Blvd.
PO Box 3141 *** This	s Not an Approve	Incline Village, NV 89451
Carol Stream, IL 60132-3141	775-832-1100	ap@ivgid.org

LINE NO.	QUANTITY	UOM	ITEM AND DESCRIPTION	UNIT COST	EXTENDED COST	GL Coding
1	1.00		Purchase of Replacement Rental Shop Equipment 2020/2021 Capital Improvement Project # 3468RE0002	\$264,840.48	\$264,840.48	540-00-000-8120 Project #: 3468RE0002

	TOTAL	\$ 264,840.48
Comments:		

The District is granted Tax Exempt Status by the State of Nevada, State ID 88-7600004-K, therefore any goods or services delivered to the District within the boundaries of the State of NV are exempt from NV sales and use tax.

All shipments should be freight prepaid F.O.B. destination. Unauthorized shipments will be returned at the seller's expense Title and risk of loss on all items shipped shall pass to the buyer at the F.O.B. destination.

Payments of all invoices is net 30 unless expressly written and acknowledged in writing by the District's Director of Finance or Controller. IVGID's Federal Tax ID Number is **88-0099974**.

I CERTIFY THAT THE ABOVE PURCHASE IS FOR AN EXPENDITURE AS DEFINED BY NRS 354.520 OR AN EXPENSE UNDER NRS 354.523 AND THAT THE PURCHASE ORDER HAS BEEN ENCUMBERED AS DEFINED BY NRS 354.516.

Indra Winquest General Manager

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement ("Agreement") is entered into on **date** by and between the Incline Village General Improvement District, a Nevada general improvement district ("District"), and **Amer Sports, dba Salomon USA**, with its principal place of business at 2030 Lincoln Avenue, Ogden, Utah, 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 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 one 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
- **D.** Repay to District the purchase price of the defective Equipment.
- E. 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.
- **F.** 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.
- **G.** 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.

A. Unless expressly provided otherwise, all prices and fees specified in Exhibit A, 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. Compensation shall be as indicated in Exhibit A, with a total amount of Two Hundred Sixty-Four Thousand Eight Hundred Forty Dollars and Forty-Eight Cents (\$264,840.48), to be billed as a fixed fee based on percentage complete measured against the estimated time schedule set forth in Exhibit A. In no event shall compensation for any Activity identified in Exhibit A exceed the amount set forth in the attachment. The fixed fee shall include Reimbursable Expenses and all charges for packing, freight and transportation to

destination, and Contractor shall not request or receive any additional payments for such expenses.

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 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.
- 6. 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. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$250.00 for each calendar day for which the Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit A.
- **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.** Per Section 2.B.9, prices quoted for the Equipment must be exclusive of Federal and State taxes, as the District is exempt from such taxes.
- **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
 - 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. <u>Assignment or Transfer</u>. 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.
- **B.** <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the Parties.
- **C.** <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- <u>Waiver</u>. 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.
- **E.** Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.
- **F.** <u>Interpretation</u>. 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.
- **G.** No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

- **H.** <u>Authority to Enter Agreement</u>. 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.
- I. <u>Invalidity; Severability</u>. 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.
- **J.** <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- **K.** <u>District's Right to Employ Other Contractors</u>. District reserves its right to employ other contractors in connection with the Equipment.
- **L.** <u>Entire Agreement</u>. 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.
- M. <u>Limitation of Liability</u>. 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 set their hands the day and date of the year first set forth above.

OWNER: INCLINE VILLAGE G. I. D. Agreed to:	Contractor: AMER SPORTS, DBA SALOMON USA Agreed to:
Ву:	Ву:
Indra Winquest IVGID General Manager	Signature of Authorized Agent
	Print or Type Name and Title
Approve as to Form:	Date
Joshua Nelson District General Counsel	If Contractor is a corporation, attach evidence of authority to sign.
Date	
Owner's address for giving notice: INCLINE VILLAGE G. I. D. 893 Southwood Boulevard Incline Village, Nevada 89451 775-832-1267- Engineering Div. Phone	Contractor's address for giving notice: AMER SPORTS dba SALOMON USA 2030 Lincoln Avenue Ogden, Utah 84401 916-502-2472, Chris Tiller, Sales Rep.

Chris.tiller@salomon.com





<u>SECTION 1 – REQUEST FOR PROPOSALS (RFP)</u>

The Incline Village General Improvement District (IVGID or District) dba Diamond Peak Ski Resort, is accepting proposals to provide new rental ski equipment for use at Diamond Peak Ski Resort. The procurement includes Adult and Junior skis with integrated binding system and ski boots.

Sealed proposals will be received at the offices of IVGID's Public Works Department, located at 1220 Sweetwater Road, Incline Village, Nevada 89451, until 2:00 p.m. Wednesday, March 3, 2021, for:

Diamond Peak Rental Shop Ski Equipment Procurement

Submission of samples for proposed skis with integrated bindings and boots in advance of bid opening is required. See Section 2.D.3 within this RFP for sample submission information.

Complete Proposal Documents may be obtained by downloading them from the District's website at https://www.yourtahoeplace.com/ivgid/resources/purchasing, or by contacting Ronnie Rector, IVGID Public Works Contracts Administrator, at 775-832-1267 or via email at rlr@ivgid.org. It is the vendor'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 in Section 3 of this RFP. 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 March 24, 2021, to award a procurement contract to the lowest responsive and responsible vendor.

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

SECTION 2 – INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. SCOPE AND INTENT:

- a. It shall be the intent of this Request for Proposals to select a vendor to provide new rental ski equipment for use at the Diamond Peak Ski Resort.
- b. In the space provided on the Proposal Form, vendors 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 vendor 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, vendor shall explain, in writing in a statement to be enclosed with the proposal.

CIP 3468RE0002





3. PROPOSAL EVALUATION: All proposals will be evaluated to determine the lowest responsive proposal. Proposal exceptions are permissible, provided that what the vendor is offering meets the intent of the proposal specifications, <u>as determined by the Buyer.</u>

B. SUBMISSION OF PROPOSALS

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

"Diamond Peak Rental Ski Equipment"

- Vendors 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 FAX will not be accepted.
- 2. Sealed proposals will be received at the offices of the IVGID Public Works
 Department, 1220 Sweetwater Road, Incline Village, Nevada 89451, until the day and time shown on Page 1 of this RFP.
- 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. An authorized agent of the firm 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 and should be itemized in the proposal. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, Nevada 89451, no later than November 01, 2021.
- 2. <u>Liquidated Damages</u>: 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. 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 11, 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 Ski 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 vendor should also include product specifications, brochures, pictures and other support data for the merchandise proposed.
- Vendor is required to submit samples of its proposed product to Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada by end-of-business February 20, 2021 with pick up on or after March 20, 2021. Delivery and pick-up of samples shall be at a mutually agreed time, coordinated through Diamond Peak Rental Manager Tatiana Montabello at 775-832-1138, TNM@ivgid.org.
 - 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.
 - b. All samples shall be submitted, delivered, and picked up at vendor's own expense.
 - c. 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.

E. JOINDER PROVISION

Not applicable to this proposal.

- F. ADDITIONAL ORDERS: Additional orders that meet the successful firm'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.
- G. FIRM PRICING REQUIRED: Prices submitted shall remain firm for all deliveries specified in this Proposal. For any additional orders, the successful firm 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.





H. 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 vendor meets <u>all</u> requirements.
- I. DAMAGED GOODS: Damaged goods shall be replaced by the successful Firm at no cost to the District, whether damage is observed at time of delivery or upon the unpacking of goods for distribution.
- J. TERMS AND CONDITIONS: Vendors shall be aware of, and agree to abide by, the terms and conditions contained in this Proposal.
- K. 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.
- L. QUANTITIES TO BE PURCHASED: Quantities provided in this RFP are estimates only. IVGID reserves the right to increase or decrease any stated quantities, within reasonable limits, with no impact to unit prices.
- M. DISCLOSURE OF PRINCIPALS: Vendors shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."
- N. ACCEPTANCE AND/OR REJECTION OF PROPOSALS: IVGID shall reserve the right to accept or reject any or all resultant proposal responses, 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				
		Conformance to the Specifications				
		Unit Pricing – 1-Year Guarantee				
		Additional Quantities – 3-Year Availability Guarantee				
		Warranty				
		Defined Exceptions				

Environmental and Social Responsibility





<u>SECTION 4 - SKI EQUIPMENT TECHNICAL SPECIFICATIONS:</u>

A. 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 integrated Ski/binding system available.
- □ An Integrated bar code system on skis and boots shall be available.
- □ Shall include a color coordinated ski boot and binding adjustment-sizing system.
- 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.

EQUIPMENT

Skis:

- □ All Skis shall be a beginner specific model/type.
- Barcode should match on both skis
- □ All Skis shall have a tip measurement that does not exceed 125mm
- □ Shall arrive with the base plate mounted on the skis

Ski Bindings:

- Shall have the ability to adjust length by hand, no tools required
- □ Shall include both an adjustable toe and heel piece





- □ Shall include Junior specific bindings. Junior bindings shall be able to be adjusted for both junior and adult size boots up to a men's size 9 boot.
- Shall include a color coordinated boot and binding sizing system.
- □ DIN range on adult bindings need to go from a 3 to a 10 minimum and on Junior bindings needs to go from a .5 to a 4.5 minimum.
- All bindings shall be compatible with either grip-walk or non-grip walk boots.
- □ Forward pressure indicator need to be easily identifiable.

Ski Boots:

- □ Shall include a color coordinated boot and binding sizing system.
- □ Adult Unisex/Mens/Womens and Junior's specific ski boots available
- □ Adult boots must be a 4-buckle configuration, ladder straps for the top buckles are acceptable.
- All adult boots must be front entry.
- All boots need to have a replaceable toe and heal pieces.
- All boots shall be a beginner model boot, not exceeding a 100 flex rating
- □ Shall include the size of the boot easily identifiable on boot exterior
- □ All boots shall <u>NOT</u> include power straps or must be removed by company representative.
- □ Shall include individual sole lengths corresponding to boot size

Estimated Quantities and Approximate Size

П	Skis:
_	UNIS.

FOF			_		14.
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175 – 147cm	160- 161cm	35 - 175cm
175 – 154cm	40 - 168cm	

534 - Junior:

20 – 70cm	100 – 100cm	70 – 130cm
74 – 80cm	54 – 110cm	70 - 140cm
74 – 90cm	72 – 120cm	

□ Ski boots:

815 - Adult:

Men's sizes

7 – 45 pairs	10 – 120 pairs	13 – 25 pairs
8 – 70 pairs	11 – 90 pairs	14 - 7 pairs
9_ 115 nairs	12 – 40 nairs	15 – 3 pairs





١	Ν	or	ne	'n	s s	izes

4 – 5 pairs	6 – 60 pairs	8 – 70 pairs
5 – 35 pairs	7 - 80 pairs	9 – 50 pairs
585 – Junior:		
10c – 40 pairs	1 – 90 pairs	5 – 40 pairs
11c – 40 pairs	2 – 110 pairs	6 – 10 pairs
12c – 40 pairs	3 – 85 pairs	
13c – 60 pairs	4 – 80 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 skis, 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

The undersigned vendor shall provide new rental ski 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. Provide a minimum quantity required for orders.

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

Description	Unit	Est. Qty.	Unit Price		Total Price
Adult Skis/Binding System Size 147cm to 175cm	Pair	585	\$ 172.80	\$	101,088.00
Junior Skis/Binding System Size 70cm to 130cm	Pair	534	115.92 \$ 125.98	\$	63,211.68
Adult Ski Boot - Men's size 25 to 33.5	Pair	515	\$ 86.40	\$	44,496.00
Adult Ski Boot - Women's Size 22.5 to 27.5	Pair	300	\$ 86.40	\$	25,920.00
Junior Ski Boot Size 15 to 23.5	Pair	585	\$ 46.08 \$ 50.40 55.44	\$	30,124.80
			Shipping	\$	0.00
Total Price in Numbers: \$ 254,840.48					
Total Price in Words:	Two hundred sixty four thousand eight hundred forty dollars and forty eight cents				

 Exceptions (attach additional pages as necessary):
Printed sole length coding for ski, boot, binding sizing adjustment system
Product warranty period is 2 years
CSV file to be provided to match individual ski bar codes in place of matching bar codes per pair. This can be uploaded to the rental system in place of scanning both individual ski





Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	February 22, 2021
	Ĭ

Skis will be mounted at the f	actory free of charge for a c	cost savings of \$3,9	16.50	
Vendor will cover shipping for	or a cost savings of \$10,593	3.60		
Salomon will provide free pr	oduct up to 1% of total purc	chase price based o	n wholesale value for resort mar	keting, promotions, everts, etc.
Anticipation is available at 1	1% a month for early payme	entwith a maximum	of 3 months	
				
Type or Print Na	me of Vendor:	- OL /	Chris Tiller	
Signature of Ver	ndor:			
Date:		March	n 2, 2021	
Title:			Calca Banassantativa	
TILLE.			Sales Representative	
Phone No.	916-5	02-2472	Email:	chris.tiller@salomon.com
			Email:	
Phone No.	SECTIO		Email:	
Phone No.	SECTIO		Email:	
Phone No. PRINT OR TYPE:	SECTION		Email:	
Phone No. PRINT OR TYPE: Firm Name:	SECTIO!		Email:	
Phone No. PRINT OR TYPE: Firm Name: Address:	SECTION Salomon 2030 Lincoln Ave. Ogden, UT 84401	N 7 – DISC	Email:	





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

Name:	Jordan Judd	Official Capacity:	General Manager	
Address:	2030 Lincoln Ave, Ogden, UT 84401			
Name:	Mike Adams	Official Capacity:	Senior VP	
Address:	2030 Lincoln Ave, Ogden, UT 84401			
Name:	Erik Anderson	Official Capacity:	Market Director	
Address:	2030 Lincoln Ave, Ogden, UT 84401			

SECTION 8 - REFERENCES

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

Contact Name & Phone Number	Description of Work	Contract Value	Date Complete
Josh Allen Squaw Valley Ski Corp 603-556-3038	Salomon ski boots Salomon skis and bindings	\$ 109,950.00	still in service 2016
Reese Thedford Mt Bachelor 971-570-8261	Salomon skis, boots, bindings	\$ 225,000.00	still in service
Jason Watts Vail Resorts 775-530-8163	Salomon ski, boots, bindings	\$ 250,000.00+	still in service

Attach additional sheets if necessary.

END OF PROPOSAL DOCUMENTS





SNOWBASIN RESORT COMPANY SALOMON BRAND

THE SALOMON BRAND

WE ENRICH PEOPLE'S LIVES BY ENABLING THEM TO PLAY

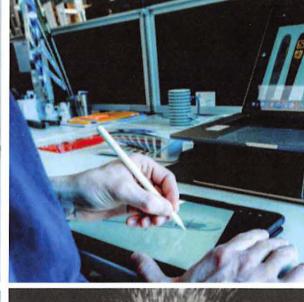
TO ENJOY THE EXPERIENCE

OUTSIDE EVERY DAY

TO LEARN AND PROGRESS

TO REWRITE THE RULES





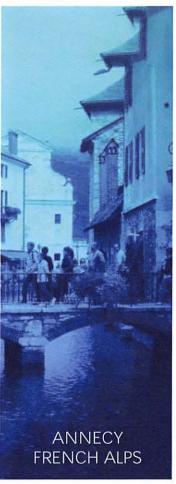




OUR BRAND ROOTS









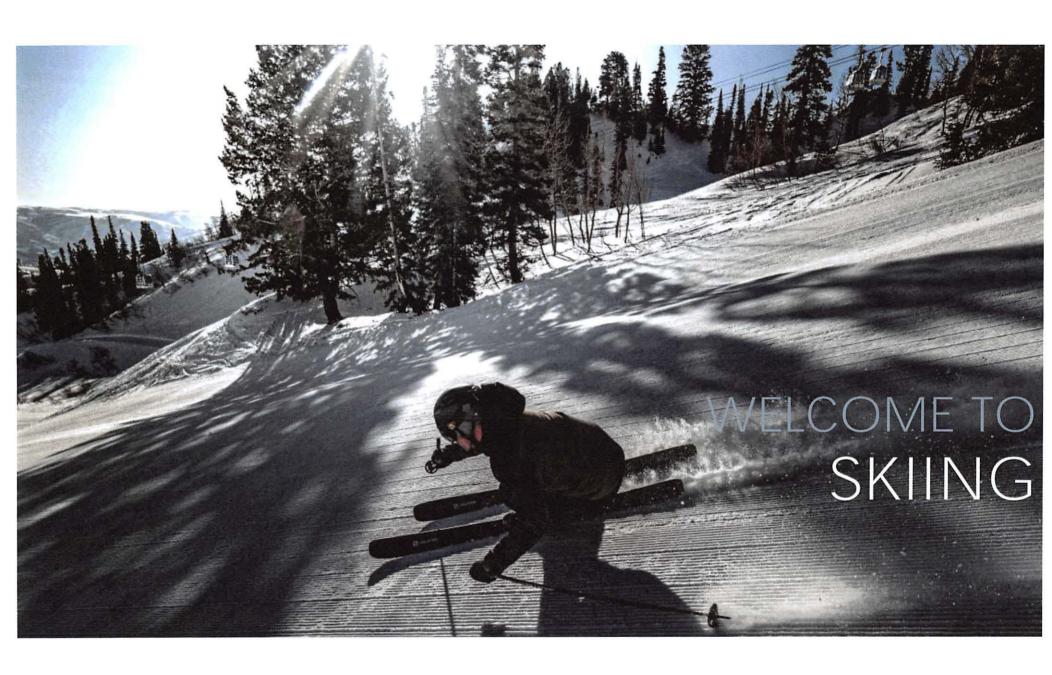




OUR YEAR-ROUND RELEVANCE

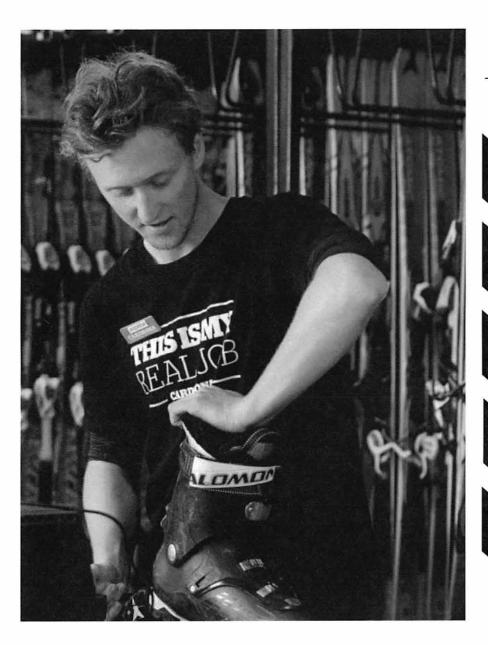






SNOWBASIN RESORT COMPANY THE SALOMON RENTAL DIFFERENCE





TOUCHLESS TRANSACTION

GATHERING

• GUEST ENTERS INFORMATION, ABILITY, SIZING, GENDER

SIZING

- SELECT CORRECT SIZING
- CUSTOMER STAYS IN BOOTS

SETUP

- BSL ADJUSTMENT TO MATCH RECORDED SIZE IN SYSTEM
- DIN ADJUSTMENT W/HEEL LEVER UP MATCHING RELEASE FORM

SKIP

- NO FORWARD PRESSURE CHECK (SALOMON INVENTORY)
- NO ACKNOWLEDGEMENT OF VISUAL INDICATOR SETTING

SKI

GUEST OUT THE DOOR ON THE HILL WITH A FANTASTIC EXPERIENCE

ADVANCE SHIPPING NOTIFICATION PROCESS

PRE ORDER

- ORDER PLACEMENT
- SPECIFIC RENTAL ORDER

SHIPMENT

· DELIVERY OF THE PRE-ORDER

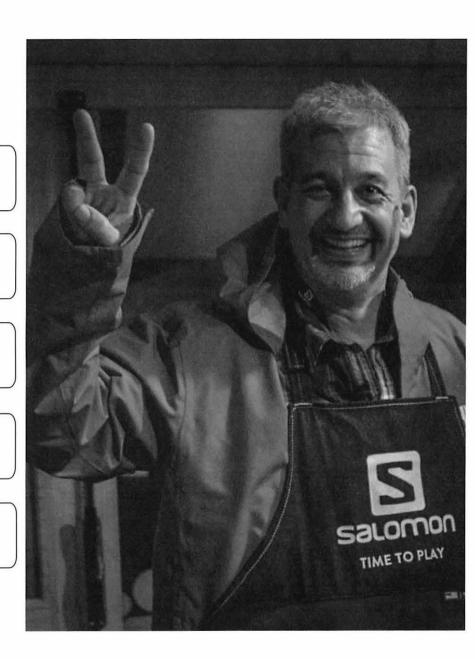
CSV FILE

• DATA FILE READY TO DOWNLOAD ON B2B

DATA INTEGRATION INTEGRATION OF CSV-FILE IN LOCAL RENT SYSTEM

PRODUCT DELIVERY

- SCAN PRODUCT QR CODE
- LINK PRODUCT TO LOCAL RENT SYSTEM



VALUE ADDED SERVICES



BULK PACKAGING

4 rental boot models are available in bulk packaging

45% waste reduction

No additional charge



PRE-MOUNTING

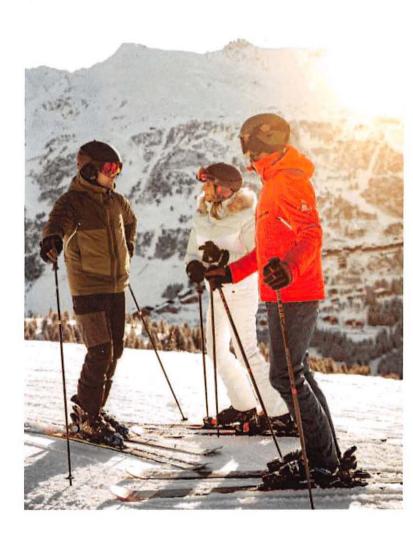
Premounting Services: \$3.50/pair

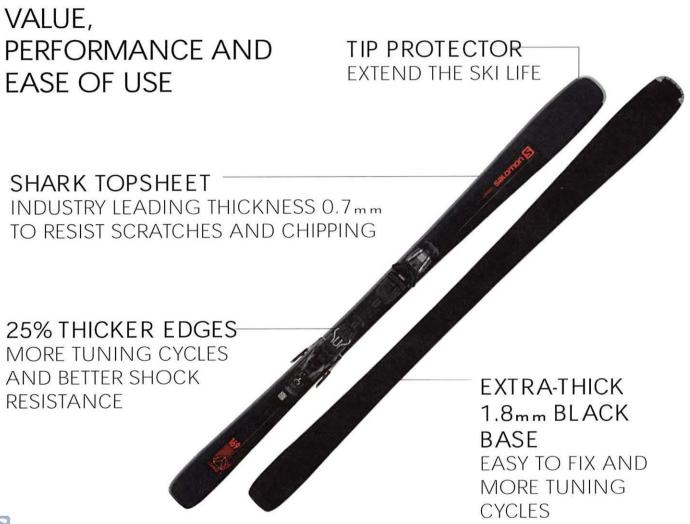
Pretesting Services: \$1500 flat fee

Packaged 2 in 1, 30% reduction in

space and waste









1.ERGO LEVER EASY, LOW-FORCE ACTION

2.STEP-IN ROLLERS
LOWEST STEP-IN FORCE

3.BARCODE PLATE
RESESSED FOR DURABILITY

4.HIGH-CONTRAST DIN

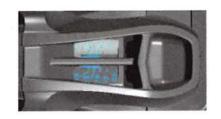


BINDING FEATURES





DIN HEEL VISIBILITY



ERGONOMIC LEVERS



DIN & LENGTH LATERAL MARKINGS



HIGH-VIS FORWARD PRESSURE INDICATOR



DIN SCREW ACCESS HEEL



MULTI TOOL SCREW



SNOWBASIN RESORT COMPANY

ALPINE ASSORTMENT



RENTAL - DISTANCE RANGE

PROGRESSION AND EASE OF USE

PROGRESSIVE & INTUITIVE RENTAL PACKAGE W/ RETAIL DESIGN

3 YEAR C/O 19-21

DISTANCE 72: EASY TO STEER, LIGHT AND AFFORDABLE



DISTANCE 76/ W76: WOODCORE RESORT CRUISER





SNOWBASIN RESORT COMPANY

RENTAL - DISTANCE RANGE RECAP



Ski Specs

NAME	(cm)	Tip (mm)	Waist (mm)	Tail (mm)	(m)	(mm)	(gr by 1/2 pair)
E DISTANCE 72 + M10 GW L80	130	109	68	90	11	550	777
	140	114	70	96	11	594	1137
	150	117	71	99	12	644	1237
	155	120	72	99	12	638	1269
	160	121	72	100	13	663	1310
	165	122	73	102	14	688	1350
	170	123	73	103	14	713	1390



QST JR AND LUX JR

PROGRESS WITH STYLE



CONSUMER BENEFITS

EASY STEERING

PRECISION

ADAPTABLE

RENTAL BENEFITS

DURABILITY

EASE OF USE

EFFICIENCY

aLomon TAGE TO PLAY

CHILDREN RANGE CHART

MODEL	QST Jr	LUX Jr
PRICE \$161/\$174 WHSL \$120.75/\$130.50 NET	XS / S M \$120.75 net \$130.50 net	XS / S M \$120.75 net \$130.50 net
TARGET	CHILD/TEEN	CHILD/TEEN OF
LENGTH	70 80 90 XS 100 110 120 S 130 140 150 M	70 80 90 XS 100 110 120 S 130 140 150 M
WEIGHT WITH BINDING	773 g 1359 g	773 g 1359 g
RADIUS	11	11
CONSTRUCTION	EASYFLEX TECHNOLOGY CAP COMPOSITE	EASYFLEX TECHNOLOGY CAP COMPOSITE
TOP SHEET	SHARK	SHARK
PLATE	JUNIORTRAK	JUNIORTRAK
BINDING	C5 GW L6 GW	C5 GW L6 GW

MADE FOR RENTAL



BOOTS

- 1. BARCODE HOLDER SECURING THE BARCODE OVER TIME
- 2. SPECIFIC DURABLE LINER AND STRAPS
 CLEAN LOOKING THROUGH NUMEROUS USAGES
- 3. TOOLLESS TOOTH ADJUSTMENT TO QUICKLY ADAPT
- 4. POLYURETHANE SHELL scratch resistant and durable over time
- 5. MICRO ADJUSTABLE BUCKLES EASY AND CONVENIENT
- 6. VISIBLE SIZE AND SOLE LENGTH PRINT easy to see for safer & faster adjustments



S SLOMON TIME TO PLAY

DISTANCE 60

COMFORT FIT WITH PHENOMENAL HEEL AND ANKLE RETENTION

MODEL	DISTANCE 60		
STATUS	TN		
PRICE	\$ 120		
LAST	104 mm		
WEIGHT	1,81 kg		
SIZING	22.5 to 32.5		
TECHNOLOGIES	TWINFRAME		
SHELL	POLYURETHANE		
CUFF	POLYOLEFIN		
LINER	MY THERMICFIT		
STRAP	NO STRAP		
PADS	ALPINE PREMOUNTED GRIP ISO 5355 OPTION		
ADJUSTEMENT	RENTAL PLATE FOR BARCODE SIZE MARKING BETWEEN THE 2 FRONT BUCKLES + ON THE REAR CUFF		

AVAILABLE AS A 4in1 PACKAGING OPTION REDUCING WASTE BY 45% MASS AND BOOSTING EFFICIENCY IN RECIEVING FW21

JUNIOR LEARN AND EARN / RENTAL

RANGE CHART

MODEL	T3 RT / GIRLY	T2 RT / GIRLY	T1 CO	T1 GIRLY
PRICE	\$ 77 WHSL / \$57.75 NET	\$ 70 WHSL / \$52.50 NET	\$ 64 WHSL / \$48 NET	\$ 64 WHSL / \$48 NET
SIZING	22.5 to 26.5	18 to 21	14 to 18	15 to 18
TECHNOLOGIES	- /	122	н	*
SHELL	POLYURETHANE	POLYURETHANE	POLYOLEFIN	POLYOLEFIN
CUFF	POLYOLEFIN	POLYOLEFIN	POLYOLEFIN	POLYOLEFIN
LINER	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE	MY THERMIC FIT JR + LOOP ON TONGUE
PADS	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355	ALPINE PREMOUNTED ISO 5355
ADJUSTMENT	3 RIVETED VARIO PLASTIC BUCKLES BUCKLES OPTION RIVETED OVERSIZED PIVOT BINDING SET COLOR CODING RENTAL BARCODE STICKER	2 RIVETED VARIO PLASTIC BUCKLES OPTION RIVETED OVERSIZED PIVOT RENTAL BARCODE STICKER BINDING SET COLOR CODING	1 RIVETED RATCHET BUCKLE RIVETED OVERSIZED PIVOT	1 RIVETED RATCHET BUCKLE RIVETED OVERSIZED PIVOT

MARKETING ACTIVATION



Salomon TIME TO PLAY

STRATEGY:

EXPERIENCED STAFF & TECHNICIANS
PROUD TO BE PARTNERED WITH SALOMON

DELIVERABLES:

- CUSTOM TRAINING
- SALOMON WSE GUIDE
- IN PERSON BRAND SUPPORT





SNOWBASIN RESORT COMPANY

SUSTAINABLE PRACTICES



SUSTAINABILITY OVERVIEW

RENEWABLE ENERGY

We heat our ski presses with wood chips. This low-carbon fuel source is waste from the forestry industry, local to Altenmarkt.

As a result, we are saving 10.000 m3 of oil annually. This has a massive impact on our CO2 emissions.

ENERGY RECOVERY



Excess heat generated by our ski presses is used to heat the entire Altenmarkt facility.

This leads to a reduction in energy needs across the entire facility of 48%.

RECYCLED PLASTICS



Currently, 50% of the boots we manufacture contain a minimum of 30% recycled plastic.

In 2019 we used 181 tons of recycled material. This amount will increase in 2020

RESOURCE EFFICIENCY



Investment in CNC technology has allowed us to save material when shaping our wood cores.

Precision manufacturing allows us to reduce rawmaterial consumption

WASTE RECYCLING



All waste materials are sorted at the factory to allow them to be reused/sold on.

Allow raw materials to be reused in other industries

TRANSPORT EFFICIENCY



Through the development of our new logistics center we ensure our vehicles transport goods both ways and never run empty.

Reduction of our overall carbon footprint.

Altenmarkt Ski Factory is Smart and Green



Amer Sports Winter Sports Equipment manufacturing facility in Altenmarkt, Austria applies innovative measures on reducing its carbon footprint, being more sustainable, and recycling more. These questions are cornerstones of all its operations.

The heating energy for both the ski factory and the town of Alternmarkt comes solely from biomass, and the electrical power consumption of the plant has been 100% renewable for many years.

Previously, the factory consumed almost one million liters of oil every year. Today, oil is not needed any more, and the factory has reduced its annual CO2 emissions by 10 million kilograms.

To improve air quality and energy efficiency, Amer Sports has invested in new exhaust and fresh air devices (with heat recovery technology) at its facility in Altenmarkt. This cuts energy use and the facility's scope 2 emissions



Altenmarkt Ski Factory is Smart and Green



The Winter Sports Equipment factory in Altenmarkt reduced its production waste by 25% The achievement was highlighted by the Austrian TV channel as a good example of successful waste management.

These improvements in waste management also gained the factory two environmental nominations last year: the ÖGUT Umwelt Preis, which is an exceptional prize for companies who engage in environment protection and for the Energy Globe Award in category Earth.

In the complex production processes, there are lots of different materials and components used. Instead of just separating the materials and paying for recycling service, WSE is now able to sell these separated materials to the companies in other industries which needs them in their production. Our Boot facility recycles every reusable amount of material to produce additional ski boots as well as smaller items like our spare lens holders for some goggle models





Amer Sports Winter and Outdoor is EPA's Green Power Partner

Amer Sports Winter and Outdoor in Ogden participates in the EPA's (United States Environmental Protection Agency) Green Power Partnership. Currently 27% of its annual power usage, or 23,000 kWh (Third-Party Certified Green Power Product) is wind produced, and we are looking to increase that amount. www.epa.gov/greenpower/





Call of Ideas

Amer Sports Winter Sports Equipment manufacturing facility is actively seeking and implementing new ideas to reduce its greenhouse gas emissions. It has launched an initiative to generate new ideas and the initiative is named Call of ideas. Out of the 130 ideas, 9 have been approved and adopted into practice.

These include:

Reuse of Phenol scrap to build new cutting tools

Reuse ski packaging material, which are today thrown away by random check workers. (styropor pieces and carton between the skis)

ABS Waste sent back to supplier for recycling

Improve heating system control, to avoid energy lost

Reuse carton inlays for roll

