## **MEMORANDUM**

**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 Manufacturing and Delivery of Diamond Peak Staff Outdoor Uniforms; 2020/2021 Capital Improvement Project: Fund: Community Services; Program: Ski; Project #3499OE1205; Vendor: Pacific Crest Uniform Company dba Mountain Uniforms in the

amount of \$92,460

**STRATEGIC PLAN:** Long Range Principle #2 – Workforce

Long Range Principle #4 - Service

Long Range Principle #5 – Assets & Infrastructure

**DATE:** March 20, 2021

## I. RECOMMENDATION

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

- 1. Approve a procurement contract to Pacific Crest Uniform Company dba Mountain Uniforms totaling \$92,460 for the manufacturing and delivery of Staff outdoor uniforms to Diamond Peak Ski Resort.
- 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 #2 – Work Force – The District will attract, maintain, and retain a highly qualified, motivated, and productive workforce to meet the needs of District venues

• The District will continue to provide a safe environment and continue to strive for low workers compensation incidents.

Review, Discuss and Possibly Approve a Procurement Contract for the Manufacturing and Delivery of
Diamond Peak Staff Outdoor Uniforms - 2020/2021
CIP Project: Fund: Community Services; Program: Ski;
Project # 34990E1205; Vendor: Pacific Crest Uniform
Company, in the Amount of \$92,460

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.

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, expand, and construct District assets to ensure safe and accessible operations for the public and the District's workforce.

## III. BACKGROUND

The general purpose of this project is to maintain District operations through the necessary maintenance and replacement cycles. The contract proposed for award addresses the end of life cycle replacement of the outdoor uniforms utilized by Diamond Peak Staff. The jackets and pants proposed for purchase are critical to providing Diamond Peak on-mountain staff (primarily Ski School and Mountain Operations) with protection from the cold temperatures and inclement weather conditions they are required to work in. Additionally, the uniforms are critical to allowing customers to identify Diamond Peak Staff on the mountain and ensuring Staff maintains a consistent and professional appearance.

The current inventory of outdoor uniforms was purchased in 2017 and has been utilized for four seasons. Over the course of District operations, the normal outdoor uniform replacement cycle has been extended from three seasons to four seasons due to improvements in materials and quality of manufacturing in the industry.

The proposed contract will provide a new inventory of 335 jackets, 335 pants (ranging in size from extra small to double extra-large). Delivery is guaranteed by November 15, 2021, the uniforms come with a one year manufacturer's warranty, and the contract guarantees availability of replacement stock in the same style and colorway for a four year period. Staff will note the previous uniform contract award included 335 mid-layer jackets that were not included in the present proposal as to reduce the overall project expense.

Review, Discuss and Possibly Approve a Procurement Contract for the Manufacturing and Delivery of Diamond Peak Staff Outdoor Uniforms - 2020/2021 CIP Project: Fund: Community Services; Program: Ski; Project # 34990E1205; Vendor: Pacific Crest Uniform Company, in the Amount of \$92,460

The proposed contract represents an identical outdoor uniform inventory of 335 jackets and pants from the 2017 procurement award. This is to provide an adequate inventory to meet periods of peak on-mountain staffing, ensure sufficient stock in all size ranges, and to have a reasonable quantity of on-hand spares to replace uniforms damaged during the season.

## IV. BID RESULTS

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

Vendor	Total Bid Amount
Mountain Uniforms	\$92,460
Schure Sports	\$88,065

Staff will note that Schure Sports is the lowest bidder although the bid was deemed non-responsive for failure to meet required conformance to specifications as well as failure to meet bid technical specifications for construction, water proofing and design details. The two proposals were evaluated by a four member panel on March 10, 2021. The panel included the Director of Skiing Services, Reception/Admin Clerk, Assistant Lift Operations Manager and Mountain Operations Manager. The panel members scored the two proposals based on the stated criteria; the results are presented below.

Evaluation Criteria	Schure	Mountain	Maximum
	Sports	Uniforms	Score
Proposal Conditions Met	10	20	20
Conformance to Specifications	20	40	40
Pricing – 1 Year Guarantee	5	5	5
Additional Quantities	2	4	5
Apparel Warranty	3	5	5
Defined Written Exceptions	2	10	10
Proposed Compensation	15	9	15
Overall Evaluation Score	57	93	100

Review, Discuss and Possibly Approve a Procure—4ment Contract for the Manufacturing and Delivery of Diamond Peak Staff Outdoor Uniforms - 2020/2021 CIP Project: Fund: Community Services; Program: Ski; Project # 3499OE1205; Vendor: Pacific Crest Uniform Company, in the Amount of \$92,460

The lowest responsive and responsible bidder is Mountain Uniforms. District Staff reviewed the bid documents and checked references for the vendor and has recommended award of this procurement to Mountain Uniforms. Mountain Uniforms successfully supplied the current inventory of uniforms in 2012 and 2017 and have met District operating and performance expectations. Additionally, Mountain Uniforms is based in Incline Village and the company principals are residents.

## V. FINANCIAL IMPACT AND BUDGET

A total of \$135,000 is included in the 2020/2021 Capital Budget for the purchase of the proposed outdoor uniforms (see attached data sheet). The purchase price proposed for award totals \$92,460 which is \$42,540 under the budgeted amount.

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

Incline Village General Improvement District	Capital Improvement F	rojeva report			T NOT USE	D tot ale re	ar Ending J		FM0000m/	F (N	-	-
			Prior rear	Current Year			ļ	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		e 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	239,964	25,000		OFWD Adj			264,984	199,720	65,144	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	3469HE1739	140,000		140,000					140,000	-	140,000	Delayed
Replace 2010 Shuttle Bus #636	3469HE1740	140,000		140,000				1	140,000	-	140,000	Delayed
Pavement Maintenance, Diamond Peak and Ski Way	3469Li1105	25,000		25,000					25,000	1,300	23,700	In Progress
Ski Way and Diamond Peak Parking Lot Reconstruction	3469Li1805	300,000	220,000	300,000		CFWD Adj			520,000	9,000	512,000	Multi-Year
Diamond Peak Facilities Flooring Material Replacement	3499BD1710	55,000		55,000					55,000		55,000	In Progress
Arc 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	\$ -	\$ -	\$ -	\$ (400,000)	\$ 2,263,864	\$ 408,875	\$ 1,854,990	

## VI. <u>ALTERNATIVES</u>

Defer or eliminate replacing the Diamond Peak Staff outdoor uniforms and accept the inadequate condition provided by the current inventory. Doing so will reduce the District's ability to provide adequate equipment to allow on-mountain Staff to complete their jobs and will result in an impact to the customer experience as well as the quality of Diamond Peak's brand. Review, Discuss and Possibly Approve a Procurement Contract for the Manufacturing and Delivery of
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## VII. COMMENTS

As the District has practiced in the past, the retired uniforms will be collected, packaged, and delivered to the National Ski Areas Association and work in cooperation with the Sharing Warmth Around The Globe (SWAG) program. The SWAG program collects retired uniforms and garments from ski resorts, shipping and distributing them outside of the United States to cold weather countries in order to provide individuals in need of warm clothing.

## 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.



Re:

Bid rec'd 3/3 @ 10:36 RZ

To: Ronnie Rector, Contracts Administrator, IVGID

Diamond Peak Ski Staff Outdoor Uniform Procurement

CIP #3499OE1205

From: Kim Stearns, Mountain Uniforms

Date: March 2, 2021

Enclosed for consideration is a bid for proposal for outdoor uniforms for delivery before November 15, 2021. Our bid meets or exceeds the specifications as we are quoting ALL seams sealed, not just "critical" seams sealed. We propose to use Brand Name fabric, Gelanots, branded by the fabric supplier itself. Other considerations:

-We are local company, founded and based in Incline Village 25 years ago. Our business was founded on and focuses on providing the best quality, custom outdoor uniforms to our clients.

-Shipping charges are zero. (The RFP asked for itemization)

-Samples and color swatches have been delivered to Diamond Peak Ski Resort.

-We can match your existing uniforms or offer a new / updated style in the same/similar color for a smooth transition, keeping your corporate colors so the customer can easily recognize staff. We have attached sketches of our Dolomite Jacket and Peak pants for consideration.

Thank you for your consideration, and don't hesitate to contact me with any questions or considerations.

Kimberly Stearns

Managing Director

Pacific Crest Uniform Company, dba Mountain Uniforms





#### SECTION 1 - REQUEST FOR PROPOSALS

The Incline Village General Improvement District (IVGID or District) dba Diamond Peak Ski Resort, is accepting proposals for uniform jackets and pants for use at Diamond Peak Ski Resort.

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 Ski Staff Outdoor Uniform Procurement

<u>Submission of samples in advance of bid opening is required.</u> 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 staff uniforms for use at Diamond Peak Ski Resort.
- b. The merchandise proposed shall be of new manufacture and the model in manufacturer's product line that best meets the intent of the enclosed Uniform Technical Specifications. The merchandise that may be purchased shall be utilized by Diamond Peak Ski Resort staff for Ski and Ride Centers, Mountain Operations, and Base Operations and worn while performing the daily requirements of the winter operation of the ski resort. These specifications are intended to set minimum acceptable standards for such merchandise.
- c. Additional Orders: 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.
- d. 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.
- 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

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

#### "Diamond Peak Ski Uniform Bid"

- 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 <a href="IVGID Public Works">IVGID Public Works</a>
  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. The vendor or an authorized agent must sign all Proposals.
- 5. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 6. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the Proposal opening time.
- 7. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
- 8. Prices must be stated in units specified.
- Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

#### C. DELIVERY INFORMATION:

 Shipping is FOB Destination and shall be itemized in the proposal. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort, 1220 Ski Way, Incline Village, Nevada, no later than <u>November 15</u>, 2021.





2. <u>Liquidated Damages</u>: Successful vendor and IVGID recognize that time is of the essence with this procurement and that the District will suffer financial loss if delivery of uniforms 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 uniforms are not received in time. Accordingly, instead of requiring any such proof, District and successful vendor agree that, as liquidated damages for delay (but not as a penalty), successful vendor shall pay District \$100 for each calendar day that expires after the time specified in Paragraph C.1, above, until the complete uniform order is delivered.

#### D. COMPLETE PROPOSAL PACKAGE:

- A complete Proposal shall include this document, pages 1 through 12, inclusive, together with the following:
  - a. Warranty information per Section 5 of this Proposal Package.
  - b. A list of references for a minimum of four (4) years of ski industry uniform manufacture and/or supply.
  - c. A guarantee to provide additional garments in the same style and colors, in unlimited quantities, for a minimum of two (2) years.
  - To aid in the proposal evaluation process, the proposal package submitted by vendor should also include product specifications, brochures, pictures and other supporting data for the merchandise proposed.
  - 3. Vendor is required to submit samples of its proposed product and fabric color swatches of matching requested pantone colors (or equivalent) to IVGID by end of business March 3, 2021, with pick-up on or after March 23, 2021. Delivery and pick-up of samples shall be at a mutually agreed time, coordinated through Diamond Peak Administrative Assistant, Stephanie Koehler at 775-832-2944 or email ssk@diamondPeak.com.
    - a. All samples submitted for evaluation shall be made available to Diamond Peak Ski Resort for a minimum of twenty (20) days to allow for a thorough evaluation. All samples shall be submitted, delivered, and picked up at Firm's own expense.
    - b. A minimum of one (1) sample of each bid item must be provided in size Large. Each sample item shall be conspicuously marked as to which bid item it represents and the name of the vendor providing the sample.
    - c. A minimum of one (1) fabric color swatch of each matching pantone color (or equivalent).
    - d. Sample sew outs of an embroidery logo (but not necessarily Diamond Peak Ski Resort's logo) representing the quality of embroidery that will be provided with the proposed product must be included on the samples provided for the Jacket.
    - e. Samples provided do not need to match the District's color requirements.

#### E. JOINDER PROVISION

Not applicable to this RFP.





- F. ADDITIONAL ORDERS: Additional orders that meet the successful vendor'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 Invitation and Proposal. For any additional orders, vendors shall guarantee their prices for a minimum of one (1) year from proposal award, exclusive of itemized shipping costs.

#### H. EXCEPTIONS:

- 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 vendor at no-cost to the District, whether damage is observed at time of delivery or upon the unpacking of goods for distribution. District to notify successful vendor within 2 weeks of discovery of any damaged or faulty goods. Such notice shall be provided in writing.
- J. TERMS AND CONDITIONS: Vendors shall be aware of, and agree to abide by, the terms and conditions contained in this Invitation and 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 and joinder agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District and joinder agencies.

#### SECTION 3 PROPOSAL EVALUATION CHECKLIST

A. Proposals shall be reviewed for responsiveness by District staff on the following parameters:

9

Proposal conditions met

A

Conformance to the specifications

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Pricing - 1-year guarantee





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Additional Quantities - 2 year availability guarantee - 5 year guarantee

Va

Apparel Warranty (Section 5)

10

Defined written exceptions - No NO

## SECTION 4 UNIFORM TECHNICAL SPECIFICATIONS:

## A. GENERAL INFORMATION



The District requires durability and resistance to fading in these garments such that they will last at least four (4) ski seasons (500 days) in good appearance and working condition.

## B. CUSTOM COLORS REQUIRED

b

Custom colors are required: Jackets shall be composed of a primary color and secondary Pantone Black C accents.



Pants shall be of the primary color - Pantone Black C (or equivalent).

Y

Primary colors shall be Pantone 19-4052 TCX Classic Blue (or equivalent) or Pantone 16-0237 TC Foliage (or equivalent) as specified for each bid item description.



Approximately half of each size run will be primarily Pantone 19-4052 TCX (or equivalent) Classic Blue and the other half of each size run will be primarily Pantone 16-0237 TC Foliage(or equivalent). All will have Pantone Black C (or equivalent) accents



Photos of current uniforms are included as Exhibit A to this RFP. To see proposed style, or keep existing

#### C. APPAREL

## Jackets:



The jacket shall be tear-proof, include a close-woven fabric, be waterproof, include a breathable coating, and the critical seams shall be taped to prevent moisture leakage.



The waterproof rating must be at least 25,000 mm of water permeability (industry measurement) or greater. Breathability rating must be at least MP (Moisture Permeability) at 18,000 g/sm (grams per square meter) over 24 hours (industry measurement) or greater.



Three-color logos, as shown in Exhibit B, shall be embroidered on front left chest and back of jacket. The dimensions of the left chest logo shall be 2.25" in height and 2.5" wide. The logo on the back of the jacket shall be centered and dimensions shall be 7" in height x 8" wide.



The District will provide logo shape files to the successful bidder.



Jacket shall be equipped with a front full length YKK #5 reverse coil zipper.

□ Jacket shall be at least hip length







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Jacket shall include an underarm ventilation opening with a mesh lining

Jacket shall include a hood that is permanently attached.

D Jacket shall not include any insulation material.

Jacket shall include an interior lining as well as a snow skirt

Jacket shall include a storm flap over front zipper enclosure

Jacket shall have a brushed chin guard or equivalent.

Jacket shall include a clear vinyl name badge slot or badge tab attachment on right chest.

Jacket shall have a minimum of four (4) pockets: Hand warmer pockets at lower edge of jacket, one interior pocket, and one large exterior front pocket, suitable for a hand held radio. All pockets should include YKK reverse coil zipper enclosures.

Jackets proposed with a hook and loop (Velcro) system for storm flaps, sleeve cuffs and hood systems etc. shall be of a type that is durable and functional for the life of the apparel (approximately four (4) years).

Estimated quantity per size: 15 Extra Small, 40 Small, 100 Medium, 90 Large, 70 Extra Large (XL), 20 Extra Extra Large (XXL). Quantities are estimates, only.

#### Pants:

Pants shall be tear-proof, include a close-woven fabric, be waterproof, include a breathable coating, and the critical seams taped to prevent moisture leakage.

The waterproof rating must be at least 25,000 mm of water permeability (industry measurement) or greater. Breathability rating must be at least MP (Moisture Permeability) at 18,000 g/sm (grams per square meter) over 24 hours (industry measurement) or greater.

Pants shall include adjustable waist straps and belt loops.

Pants shall not include full length side zippers

4 Pants shall not include patch pockets.

Pants shall include an articulated knee construction.

Pants shall include an inside snow cuff with a gator hook. A Pants shall include a reinforced outer cuff on the pant leg.

D Pants shall include an inner thigh ventilation opening including mesh lining.

Pants shall include a minimum of three (3) pockets: Two (2) hand-warmer pockets in the front that are no less than 6" (six inches) deep, and a third pocket on a thigh.

Pants shall include a front zipper enclosure.

Pants shall include a reinforced seat

N





- 4
  - Pants shall include YKK reverse coil zipper enclosures for all openings including pockets and vents.
- Pants proposed with a hook and loop (Velcro) system for waist straps etc. shall be of a type that is durable and functional for the life of the apparel. (Approximately 4 (four) years).
- Estimated quantity per size: 15 Extra Small, 40 Small, 100 Medium, 90 Large, 70 Extra Large (XL), 20 Extra Extra Large (XXL). Quantities are estimates, only.

## 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 complete garments. 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 staff uniforms for the Diamond Peak Ski Resort meeting the specifications contained in this Request for Proposals.

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	Estimated Quantity	Unit Price	Total Price	Minimum Additional Order Quantity		
Jackets (Dolomite)	335	\$ 166.00	\$ \$55,610.00	20		
Pants (Peak style)	335	\$ 110.00	\$ 36,850	no minimun		
Shipping FOB Destination			\$			
TOTAL BID IN NUMBERS:	\$ 92,460.00	\$ 92,460.00				
TOTAL BID IN WORDS:	Ninety-two thousand, four hundred and sixty dollars					

Exceptions:	We will provide exactly what is asked for, no exceptions - see attached sheet for
12200000 (1120001 1120000 11200 1120 112	specific fabric brand used for comparison to other fabrics and jacket and pant construction
koppyrida verificija kidast erpis titi kontra e la novovejnja ih lemma popul a novovejnja se verikija plani	
enteretimet visu ar ar santa si nes finan pi vartes filipa e more mara a promos	
Firm Name:	Pacific Crest Uniform Company, dba Mountain Uniforms
Signature of	Vendor: William (
Date:	MARCH 2, 2021
Title:	Managing Director





## SECTION 7 DISCLOSURE OF PRINCIPALS

## PRINT OR TYPE:

Firm Name	e: Pacific Crest Uniform	n Company, dba Mountain Uniforms	
Address:	Physical: 800 Southwe	ood Bivd, #101-102	
City, St, Zi	p: Incline Village, NV 8	9451 (Mailing: Box 1847, Crystal Bay,	, NV 89402)
Date Busin	ness Started: Nove	ember 1996	
Principal A	ddress of Company:	800 Southwood Blvd #101-102, Inclin	e Village, NV 89451
NAME	S OF OFFICERS, ME	MBERS, OR OWNERS OF CO	NCERN, PARTNERSHIP
Name:	Kim E. Stearns	Official Capacity:	President / Managing Director
Address:			
Name:		Official Capacity:	
Address:			
Name:	700	Official Capacity:	
Address:			
	Add	an additional sheet if necessary	V.





## SIZE AND PLACEMENT (BLUE)









Exhibit A
Photos of Current Diamond Peak Uniforms



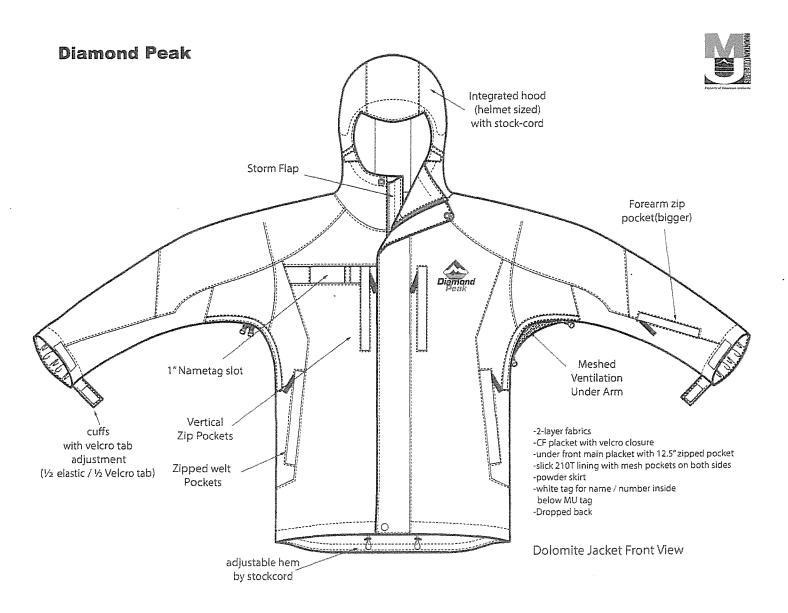
Exhibit B Jacket Logos Size & Placement (Green)





34990E1205

Diamond Peak Ski Staff Outdoor Uniform Procurement

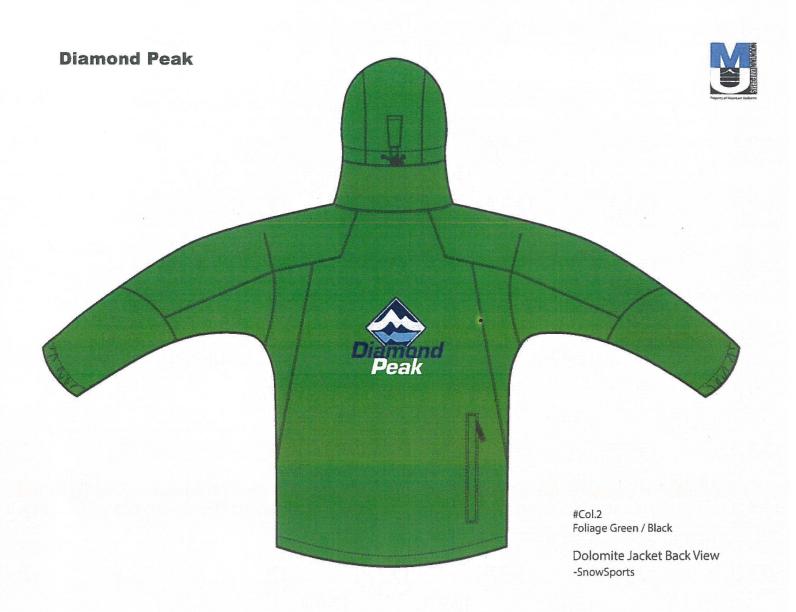






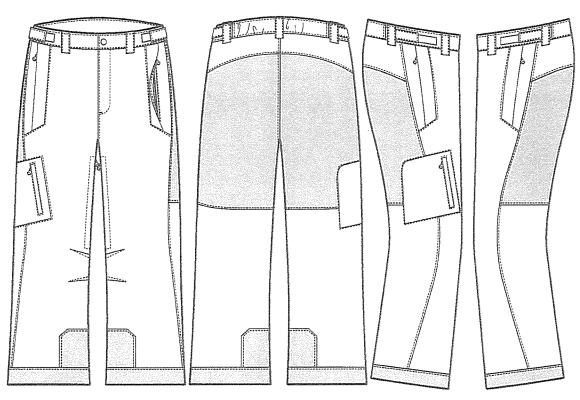






## **Diamond Peak**Peak Pants





- -2 layer fabric,Lined shell,210T lining
- -Handwarmer pockets deeper
- -Articulated side seam and knee
- -Internal boot cuffs
- -LU79 fabric at bottom cuffs /scuff guards / butt panel
- -Meshed vents on inside thigh

- -clip on the front of the boot cuff to hook on a boot ( Add 1" around the bottom circumference of the pant leg so it's easier to go over the boot )
- -Side zip cargo pocket on right leg
- -Elastic waist at back , Adjustable velcro tab at sides goes inside waist-band
- -Curved butt panel to fit body line

**Diamond Peak**Peak Pants





Col. Black





## Mountain Uniforms Customer Reference Contacts:

- -Granby Ranch, CO, Roxanne Hoover, Director of Human Resources ph. 970-557-4100
- -Massanutten, VA, Paul Crenshaw, Learning Center Manager -- ph. 540-289-4923
- -Mountain High, CA John McColly, Marketing Director ph. 760-249-5808
- -Cannon Mountain Resort, NH, John DeVivo, GM and Irv Fountain Ski School Director Ph. 603-823-8800
- -Brad Wilson, Bogus Basin, ID, GM Ph. 208-332-5129

Below is a more extensive, but also partial list, as MU has uniforms works with 400+ groups). Some resorts work with us to coordinate the image of their whole resort, while others buy for key departments in both custom and standard items on new and repeat orders.

Alpine Valley, MI Alpine Valley, WI

Alta, UT

Adaptive Sports, NH Angel Fire, NM

Ability Plus at Mt. Snow, VT Apex Mountain Resort, Canada

Arizona Snowbowl, AZ Big Bear / Snow Summit, CA

Bear Valley, CA

Bart J Ruggiere Adaptive, CT

Blue Knob, PA
Bristol Mt., NY
Bromley, VT
Bryce, VA
Cannon, NH
Cascade, WI
Catamount, NY
Chestnut, IL

Crystal Mountain, MI Bear Valley, CA

Beaver Valley Ski Patrol, Canada Belleayre Mtn Ski Center, NY

Berkshire East, MA Big White, Canada Bittersweet, MI Blue Mountain, Canada

Blue Knob, PA Bogus Basin, ID Bolton Valley, VT Boyne Highlands Resort, MI

Bradford Ski Area, MA Bretton Woods Ski Resort, NH

Bryce Resort, VA
Buffalo Ski Club, NY
Cascade Mountain, WI
Como Park Ski Center, MN
Canadian National Ski Patrol

Chestnut Mountain Resort, IL

Copper Mountain, CO

Crystal Mountain, WI Devils Head Resort, WI Diamond Peak, NV Elan Sports, USA Elk Mountain, PA Eskimo Ski Club, CO

Giants Ridge, MN Grand Geneva, WI Granite Peak, WI Granby Ranch, CO

Gunstock Mountain Resort, NH Granlibakken Resort, CA Doppelmayr, USA Hidden Valley, PA Hidden Vallay,, MI Holiday Valley NY Holimont Ski Area, NY Hyland Hills, MN

Ignite Adaptive Sports, CO June Mountain, CA Kissing Bridge Ski Area, NY Liberty Mountain, PA

Massanutten, VA
Montage Mountain, PA
Mount Abram, ME
Mount Snow, VT
Mount Sunapee, NH
Mountain High, CA
Mt. Ashland, OR

Mt. Shasta, CA
Mt. Holly, MI
Mt. Rose, NV
Nashoba Valley, MA
Otis Ridge, MA
Pats Peak, NH
Powderhorn, CO
Pebble Creek, ID

Perfect North Slopes Patrol, IN Perisher Ski Patrol, Australia

Pine Knob, MI

Powder Ridge, MN Phoenix Adaptive, NY

Roundtop Mountain Resort, PA Rockefeller Square Ice Rink, NY

Seven Springs, PA Schweitzer, ID

Solitude Mountain , UT Sunburst Ski Area, WI Ski Bluewood, WA Ski Butternut, MA Ski Bradford, MA Snowstar Ski Club, WI Snowy Range, WY Ski Snowstar, IL Snow Valley, CA Snowy Range, WY Spirit Mountain, MIN Ski Meisters, CO

Stowe Mountain Resort, VT

Steamboat, CO

Steamboat STARS Adaptive, CO

Sugarloaf, ME

Sunshine Village, Canada Shymbulak, Kazakhstan

Sundown, IA Sunburst, WI Taos, NM

Terry Peak Ski Area, SD Thunder Ridge, NY ULLR Snow Sports, WA Viamonde, Switzerland Waterville Valley, NH Wachusett Mountain, MA Wild Mountain, MN

Whitetail Mountain Resort, PA

Willamette Pass, OR Winterplace, WV Wisp Resort, MD Yawgoo Valley, RI

University Maine, Farmington Ski Team



## **Project Summary**

3499OE1205 **Project Number:** 

Title: Replace Staff Uniforms

G - Equipment & Software

Project Type: Division:

99 - General Administration - Ski

**Budget Year:** 

**Finance Option:** 

Asset Type:

OE - Office Equipment

Active:

Yes

#### **Project Description**

Diamond Peak staff uniforms consist of a Jacket, Pants and a Mid-layer Jacket. Quantities include up to 335 sets, plus additional Mid-layers. Each individual piece to include Diamond Peak logo. Specification to include adequate tear proof, waterproofing and general durability to remain in service for 4 consecutive years. The supplier of the uniforms shall provide assurance of availability of replacements within the proposal.

#### **Project Internal Staff**

Mountain and Operations staff will oversee the staff uniform procurement.

#### **Project Justification**

Diamond Peak has been on a 4 year replacement cycle of staff uniforms for many years and have proved that due to wear and tear, durability, fading, deterioration of water resistance and appearance a 4 year replacement cycle is justified. The general purpose of this project is to improve our facilities through required maintenance and replacement improvements that directly or indirectly reflect on our staff and guest's experience. This project is designed to maintain the value of the Diamond Peak Ski Resort asset and customer service.

Forecast					
Budget Year		<b>Total Expense</b>	Total Revenue	Difference	
2021					
Uniforms		135,000	0	135,000	
	Year Total	135,000	• 0	135,000	
2026					
Uniforms	rear I	155,000	0	155,000	
	Year Total	155,000	0	155,000	
2030					
Uniforms	***	175,000	0	175,000	
	Year Total	175,000	0	175,000	
		465,000	0	465,000	
Year Identifie	d Star	rt Date	Est. Complet	ion Date	Manager
2012	Jul '	, 2020	Jun 30, 2	021	Ski Resort General Manager



## INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

# PURCHASE ORDER

P.O. NUMBER	DATE
21-0185	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
2061		Incline Village GID
Mountain Uniform Co.		893 Southwood Blvd.
623 Tumbleweed Circle	is Not an Approv	Incline Village, NV 89451
Incline Village, NV 89451	775-832-1100	ap@ivgid.org

LINE NO.	QUANTITY	UOM	ITEM AND DESCRIPTION	UNIT COST	EXTENDED COST	GL Coding
1	1.00		Manufacturing and Delivery of Diamond Peak Staff Outdoor Uniforms; 2020/2021 Capital Improvement Project #3499OE1205	\$92,460.00	\$92,460.00	540-00-000-8120 Project #: 34990E1205

		TOTAL	\$ 92,460.00
Comments			
USER ID	Mike Bandelin		

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 **Pacific Crest Uniform Company, dba Mountain Uniforms**, a Nevada Corporation, with its principal place of business at 800 Southwood Boulevard, Ste. 101-102 in Incline Village, Nevada ("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.

Unless expressly provided otherwise, all prices and fees specified in Exhibit A, attached Α. 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 specifically agreed to in writing by District's representative. Compensation shall be as indicated in Exhibit A, with a total amount of Ninety-Two Thousand Four Hundred Sixty Dollars (\$92,460.00), 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 \$100.00 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
  - 3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.
- D. Upon termination pursuant to Section 16 B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7 C.

#### Section 17 - Miscellaneous Provisions.

- Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.
- **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.
- **D.** <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.** <u>Governing Law.</u> 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.** <u>No Third Party Beneficiaries</u>. 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</u>: Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- **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.	Contractor: PACIFIC CREST UNIFORM COMPANY, DBA MOUNTAIN UNIFORMS	
Agreed to:	Agreed to:	
By:	Ву:	
Indra Winquest IVGID General Manager	Signature of Authorized Agent	
-	Print or Type Name and Title	
Date Approve as to Form:	Date	
Joshua Nelson	If Contractor is a corporation, attach evidence	
District General Counsel	of authority to sign.	
Date		
Owner's address for giving notice: <b>INCLINE VILLAGE G. I. D.</b> 893 Southwood Boulevard	Contractor's address for giving notice: PACIFIC CREST UNIFORM COMPANY, DBA MOUNTAIN UNIFORMS	
Incline Village, Nevada 89451 775-832-1267- Engineering Div. Phone	800 Southwood, #101-102 Incline Village, Nevada 89451 Mailing: PO Box 1847	

Crystal Bay, Nevada 89402





#### SECTION 1 - REQUEST FOR PROPOSALS

The Incline Village General Improvement District (IVGID or District) dba Diamond Peak Ski Resort, is accepting proposals for uniform jackets and pants for use at Diamond Peak Ski Resort.

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 Ski Staff Outdoor Uniform Procurement

<u>Submission of samples in advance of bid opening is required.</u> 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 staff uniforms for use at Diamond Peak Ski Resort.
- b. The merchandise proposed shall be of new manufacture and the model in manufacturer's product line that best meets the intent of the enclosed Uniform Technical Specifications. The merchandise that may be purchased shall be utilized by Diamond Peak Ski Resort staff for Ski and Ride Centers, Mountain Operations, and Base Operations and worn while performing the daily requirements of the winter operation of the ski resort. These specifications are intended to set minimum acceptable standards for such merchandise.
- c. Additional Orders: 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.
- d. 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</u> the Buyer.

#### B. SUBMISSION OF PROPOSALS

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

#### "Diamond Peak Ski Uniform Bid"

- 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 <a href="IVGID Public Works">IVGID Public Works</a> <a href="Department">Department</a>, 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. The vendor or an authorized agent must sign all Proposals.
- 5. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 6. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the Proposal opening time.
- 7. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
- 8. Prices must be stated in units specified.
- 9. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

#### C. DELIVERY INFORMATION:

 Shipping is FOB Destination and shall be itemized in the proposal. Merchandise purchased shall be delivered to the Diamond Peak Ski Resort, 1220 Ski Way, Incline Village, Nevada, no later than <u>November 15, 2021</u>.





2. Liquidated Damages: Successful vendor and IVGID recognize that time is of the essence with this procurement and that the District will suffer financial loss if delivery of uniforms 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 uniforms are not received in time. Accordingly, instead of requiring any such proof, District and successful vendor agree that, as liquidated damages for delay (but not as a penalty). successful vendor shall pay District \$100 for each calendar day that expires after the time specified in Paragraph C.1, above, until the complete uniform order is delivered.

#### D. COMPLETE PROPOSAL PACKAGE:



1. A complete Proposal shall include this document, pages 1 through 12, inclusive, together with the following:

- a. Warranty information per Section 5 of this Proposal Package.
- b. A list of references for a minimum of four (4) years of ski industry uniform manufacture and/or supply.
- c. A guarantee to provide additional garments in the same style and colors, in unlimited quantities, for a minimum of two (2) years.
- 2. To aid in the proposal evaluation process, the proposal package submitted by vendor should also include product specifications, brochures, pictures and other supporting data for the merchandise proposed.
- 3. Vendor is required to submit samples of its proposed product and fabric color swatches of matching requested pantone colors (or equivalent) to IVGID by end of business March 3, 2021, with pick-up on or after March 23, 2021. Delivery and pickup of samples shall be at a mutually agreed time, coordinated through Diamond Peak Administrative Assistant, Stephanie Koehler at 775-832-2944 or email ssk@diamondPeak.com.
  - a. All samples submitted for evaluation shall be made available to Diamond Peak Ski Resort for a minimum of twenty (20) days to allow for a thorough evaluation. All samples shall be submitted, delivered, and picked up at Firm's own expense.
  - b. A minimum of one (1) sample of each bid item must be provided in size Large. Each sample item shall be conspicuously marked as to which bid item it represents and the name of the vendor providing the sample.
  - c. A minimum of one (1) fabric color swatch of each matching pantone color (or equivalent).
  - d. Sample sew outs of an embroidery logo (but not necessarily Diamond Peak Ski Resort's logo) representing the quality of embroidery that will be provided with the proposed product must be included on the samples provided for the Jacket.
  - e. Samples provided do not need to match the District's color requirements.

#### E. JOINDER PROVISION

Not applicable to this RFP.





- F. ADDITIONAL ORDERS: Additional orders that meet the successful vendor'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 Invitation and Proposal. For any additional orders, vendors shall guarantee their prices for a minimum of one (1) year from proposal award, exclusive of itemized shipping costs.

#### H. EXCEPTIONS:

- 1. Proposals shall note any and all exceptions to the specifications and/or the terms and conditions that are contained herein.
- 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 all requirements.
- I. DAMAGED GOODS: Damaged goods shall be replaced by the successful vendor at no cost to the District, whether damage is observed at time of delivery or upon the unpacking of goods for distribution. District to notify successful vendor within 2 weeks of discovery of any damaged or faulty goods. Such notice shall be provided in writing.
- J. TERMS AND CONDITIONS: Vendors shall be aware of, and agree to abide by, the terms and conditions contained in this Invitation and 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 and joinder agencies shall reserve the right to accept or reject any or all resultant proposal response, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District and joinder agencies.

#### 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



Pricing – 1-year guarantee





Vo

Additional Quantities - 2 year availability guarantee - 5 year guarantee

Va

Apparel Warranty (Section 5)

10

Defined written exceptions - No No

### SECTION 4 UNIFORM TECHNICAL SPECIFICATIONS:

#### A. GENERAL INFORMATION



The District requires durability and resistance to fading in these garments such that they will last at least four (4) ski seasons (500 days) in good appearance and working condition.

#### B. CUSTOM COLORS REQUIRED

P

Custom colors are required: Jackets shall be composed of a primary color and secondary Pantone Black C accents.



Pants shall be of the primary color - Pantone Black C (or equivalent).

M

Primary colors shall be Pantone 19-4052 TCX Classic Blue (or equivalent) or Pantone 16-0237 TC Foliage (or equivalent) as specified for each bid item description.



Approximately half of each size run will be primarily Pantone 19-4052 TCX (or equivalent) Classic Blue and the other half of each size run will be primarily Pantone 16-0237 TC Foliage(or equivalent). All will have Pantone Black C (or equivalent) accents



Photos of current uniforms are included as Exhibit A to this RFP. To see proposed style, or keep existing

### C. APPAREL

#### Jackets:



The jacket shall be tear-proof, include a close-woven fabric, be waterproof, include a breathable coating, and the critical seams shall be taped to prevent moisture leakage.



The waterproof rating must be at least 25,000 mm of water permeability (industry measurement) or greater. Breathability rating must be at least MP (Moisture Permeability) at 18,000 g/sm (grams per square meter) over 24 hours (industry measurement) or greater.



Three-color logos, as shown in Exhibit B, shall be embroidered on front left chest and back of jacket. The dimensions of the left chest logo shall be 2.25" in height and 2.5" wide. The logo on the back of the jacket shall be centered and dimensions shall be 7" in height x 8" wide.



The District will provide logo shape files to the successful bidder.



Jacket shall be equipped with a front full length YKK #5 reverse coil zipper.

Jacket shall be at least hip length







Jacket shall include an underarm ventilation opening with a mesh lining

Jacket shall include a hood that is permanently attached.

Jacket shall not include any insulation material.

Jacket shall include an interior lining as well as a snow skirt

Jacket shall include a storm flap over front zipper enclosure

Jacket shall have a brushed chin guard or equivalent.

Jacket shall include a clear vinyl name badge slot or badge tab attachment on right chest.

Jacket shall have a minimum of four (4) pockets: Hand warmer pockets at lower edge of jacket, one interior pocket, and one large exterior front pocket, suitable for a hand held radio. All pockets should include YKK reverse coil zipper enclosures.

Jackets proposed with a hook and loop (Velcro) system for storm flaps, sleeve cuffs and hood systems etc. shall be of a type that is durable and functional for the life of the apparel (approximately four (4) years).

Estimated quantity per size: 15 Extra Small, 40 Small, 100 Medium, 90 Large, 70 Extra Large (XL), 20 Extra Extra Large (XXL). Quantities are estimates, only.

#### Pants:

V

Pants shall be tear-proof, include a close-woven fabric, be waterproof, include a breathable coating, and the critical seams taped to prevent moisture leakage.

The waterproof rating must be at least 25,000 mm of water permeability (industry measurement) or greater. Breathability rating must be at least MP (Moisture Permeability) at 18,000 g/sm (grams per square meter) over 24 hours (industry measurement) or greater.

Pants shall include adjustable waist straps and belt loops.

Pants shall not include full length side zippers

Pants shall not include patch pockets.

✓ Pants shall include an articulated knee construction.✓ Pants shall include an inside snow cuff with a gator hook.

Pants shall include a reinforced outer cuff on the pant leg.

Pants shall include an inner thigh ventilation opening including mesh lining.

Pants shall include a minimum of three (3) pockets: Two (2) hand-warmer pockets in the front that are no less than 6" (six inches) deep, and a third pocket on a thigh.

Pants shall include a front zipper enclosure.

Pants shall include a reinforced seat





- 1
- Pants shall include YKK reverse coil zipper enclosures for all openings including pockets and vents.
- Pants proposed with a hook and loop (Velcro) system for waist straps etc. shall be of a type that is durable and functional for the life of the apparel. (Approximately 4 (four) years).
- □ Estimated quantity per size: 15 Extra Small, 40 Small, 100 Medium, 90 Large, 70 Extra Large (XL), 20 Extra Extra Large (XXL). Quantities are estimates, only.

### 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 complete garments. 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 staff uniforms for the Diamond Peak Ski Resort meeting the specifications contained in this Request for Proposals.

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	Estimated Quantity	Unit Price	Total Price	Minimum Additional Order Quantity
Jackets (Dolomite)	335	\$ 166.00	\$ \$55,610.00	20
Pants (Peak style	335	\$ 110.00	\$ 36,850	no minimun
Shipping FOB Destination		\$		
TOTAL BID IN NUMBE	RS: \$ 92,460.00	\$ 92,460.00		
TOTAL BID IN WORDS	S: Ninety-two tho	Ninety-two thousand, four hundred and sixty dollars		
	,			

Exceptions:	exceptions: We will provide exactly what is asked for, no exceptions - see attached sheet for		
	specific fabric brand used for comparison to other fabrics and jacket and pant construction		
	X - X		
Firm Name:	Pacific Crest Uniform Company, dba Mountain Uniforms		
200			
Signature o	Vendor:		
Date:	MARCH 2, 2021		
Title:	Managing Director		





## SECTION 7 DISCLOSURE OF PRINCIPALS

## PRINT OR TYPE:

Firm Name	Pacific Crest Uniform Company, dba Mountain Uniforms			
Address:	Physical: 800 Southwood Blvd, #101-102			
City, St, Zip	Incline Village, NV 89451 (Mailing: Box 1847, Crystal Bay, NV 89402)			
Date Busin	ess Started: November 1996			
Principal Ad	ddress of Company: 800 Southwood Blvd #101-102, Incline Village, NV 89451			
NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP				
Name:	Kim E. Stearns Official Capacity: President / Managing Director			
Address:	TI			
Name:	Official Capacity:			
A .1.1				
▶ Bartininahonina				
	Official Capacity:			
Address:				
Add an additional sheet if necessary.				





## SIZE AND PLACEMENT (BLUE)



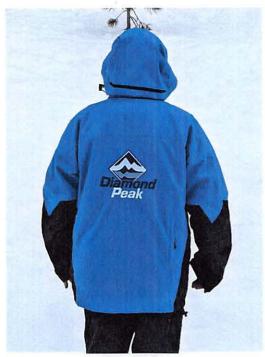




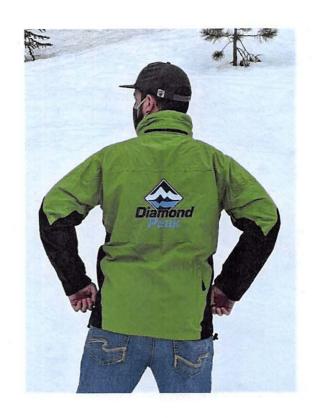


Exhibit A
Photos of Current Diamond Peak Uniforms

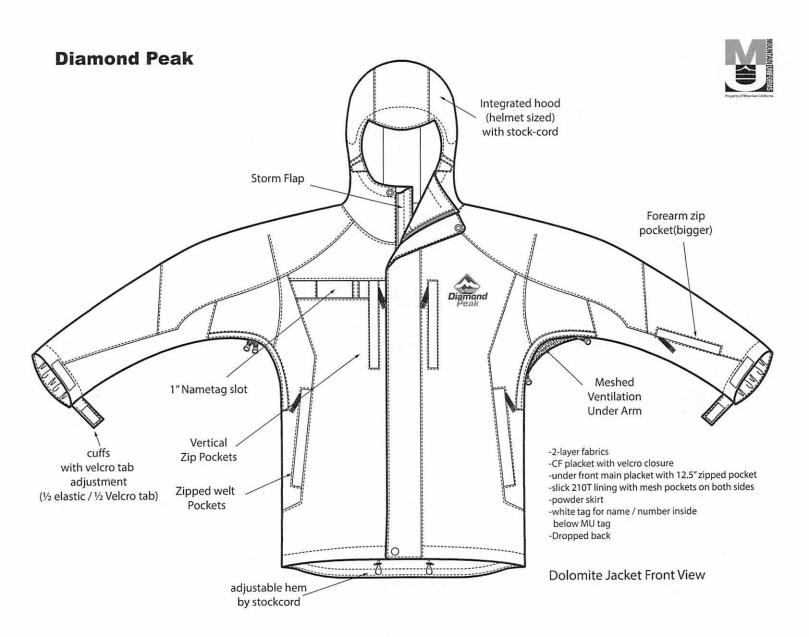


Exhibit B Jacket Logos Size & Placement (Green)





3499OE1205









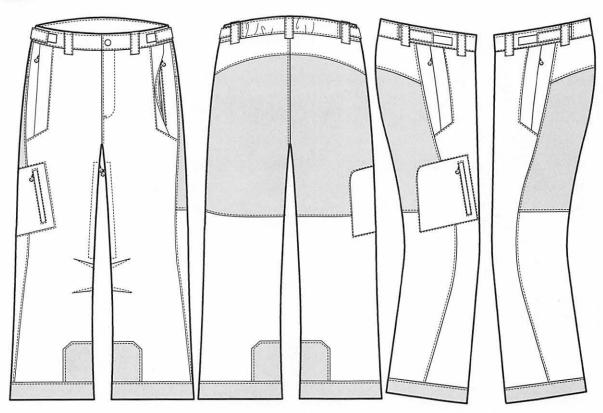




# **Diamond Peak**

## **Peak Pants**





- -2 layer fabric, Lined shell, 210T lining
- -Handwarmer pockets deeper
- -Articulated side seam and knee
- -Internal boot cuffs
- -LU79 fabric at bottom cuffs /scuff guards / butt panel
- -Meshed vents on inside thigh

- -clip on the front of the boot cuff to hook on a boot ( Add 1" around the bottom circumference of the pant leg so it's easier to go over the boot )
- -Side zip cargo pocket on right leg
- -Elastic waist at back, Adjustable velcro tab at sides goes inside waist-band
- -Curved butt panel to fit body line

# **Diamond Peak** Peak Pants





Col. Black





### Mountain Uniforms Customer Reference Contacts:

- -Granby Ranch, CO, Roxanne Hoover, Director of Human Resources ph. 970-557-4100
- -Massanutten, VA, Paul Crenshaw, Learning Center Manager ph. 540-289-4923
- -Mountain High, CA John McColly, Marketing Director ph. 760-249-5808
- -Cannon Mountain Resort, NH, John DeVivo, GM and Irv Fountain Ski School Director Ph. 603-823-8800
- -Brad Wilson, Bogus Basin, ID, GM Ph. 208-332-5129

Below is a more extensive, but also partial list, as MU has uniforms works with 400+ groups). Some resorts work with us to coordinate the image of their whole resort, while others buy for key departments in both custom and standard items on new and repeat orders.

Alpine Valley, MI Alpine Valley, WI

Alta, UT

Adaptive Sports, NH Angel Fire, NM

Ability Plus at Mt. Snow, VT Apex Mountain Resort, Canada

Arizona Snowbowl, AZ Big Bear / Snow Summit, CA

Bear Valley, CA

Bart J Ruggiere Adaptive, CT

Blue Knob, PA
Bristol Mt., NY
Bromley, VT
Bryce, VA
Cannon, NH
Cascade, WI
Catamount, NY
Chestnut, IL

Crystal Mountain, MI

Bear Valley, CA

Beaver Valley Ski Patrol, Canada Belleayre Mtn Ski Center, NY Berkshire East, MA

Big White, Canada Bittersweet, MI Blue Mountain, Canada

Blue Knob, PA Bogus Basin, ID Bolton Valley, VT

Boyne Highlands Resort, MI Bradford Ski Area, MA Bretton Woods Ski Resort, NH

Bryce Resort, VA
Buffalo Ski Club, NY
Cascade Mountain, WI
Como Park Ski Center, MN
Canadian National Ski Patrol
Chestnut Mountain Resort, IL

Copper Mountain, CO

Crystal Mountain, WI Devils Head Resort, WI Diamond Peak, NV Elan Sports, USA Elk Mountain, PA Eskimo Ski Club, CO Giants Ridge, MN Grand Geneva, WI Granite Peak, WI

Granby Ranch, CO Gunstock Mountain Resort, NH Granlibakken Resort, CA

Doppelmayr, USA Hidden Valley, PA Hidden Vallay,, MI Holiday Valley NY Holimont Ski Area, NY Hyland Hills, MN

Ignite Adaptive Sports, CO June Mountain, CA

Kissing Bridge Ski Area, NY Liberty Mountain, PA Massanutten, VA

Montage Mountain, PA Mount Abram, ME Mount Snow, VT

Mount Sunapee, NH Mountain High, CA Mt. Ashland, OR Mt. Shasta, CA Mt. Holly, MI

Mt. Rose, NV Nashoba Valley, MA Otis Ridge, MA Pats Peak, NH Powderhorn, CO

Pebble Creek, ID Perfect North Slopes Patrol, IN Perisher Ski Patrol, Australia

Pine Knob, MI

Powder Ridge, MN Phoenix Adaptive, NY

Roundtop Mountain Resort, PA Rockefeller Square Ice Rink, NY

Seven Springs, PA Schweitzer, ID

Solitude Mountain, UT Sunburst Ski Area, WI Ski Bluewood, WA Ski Butternut, MA Ski Bradford, MA Snowstar Ski Club, WI Snowy Range, WY Ski Snowstar, IL Snow Valley, CA Snowy Range, WY Spirit Mountain, MN

Stowe Mountain Resort, VT

Steamboat, CO

Ski Meisters, CO

Steamboat STARS Adaptive, CO

Sugarloaf, ME

Sunshine Village, Canada Shymbulak, Kazakhstan

Sundown, IA Sunburst, WI Taos, NM

Terry Peak Ski Area, SD Thunder Ridge, NY ULLR Snow Sports, WA Viamonde, Switzerland Waterville Valley, NH Wachusett Mountain, MA Wild Mountain, MN

Whitetail Mountain Resort, PA

Willamette Pass, OR Winterplace, WV Wisp Resort, MD Yawgoo Valley, RI

University Maine, Farmington Ski Team