

Item # 4-5B

**City of Carson City
Agenda Report**

Date Submitted: August 28, 2007

Agenda Date Requested: September 6, 2007

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2008 Junior Ski & Snowboard Program with the same terms & conditions as originally bid on June 11, 2003 and fees of \$18 per chaperone, \$18 per junior instructor, and \$22 per participant

Staff Summary: Bid No. 0203-130 contained the option to renew for four (4) additional one (1) year periods subject to negotiation and this will be for the final renewal period.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2008 Junior Ski & Snowboard Program with the same terms & conditions as originally bid on June 11, 2003 and fees of \$18 per chaperone, \$18 per junior instructor, and \$22 per participant

Explanation for Recommended Board Action: On July 17, 2003 the Board of Supervisors approved the award of Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 and pursuant to the Board's findings that it is in the public's best interest to accept the bid exceptions for the 2004 Junior Ski & Snowboard Program.

On September 2, 2004 the Board of Supervisors renewed Contract No. 0203-130 for the 2005 Junior Ski & Snowboard Program, on October 6, 2005 the Board renewed the contract for the 2006 Season, and on September 7, 2006 the Board renewed the contract for the 2007 Season.

Edward D. Youmans, Ski Resort Manager for Incline Village General Improvement District dba Diamond Peak Ski Resort, has provided a letter requesting the contract be renewed with no changes in terms & conditions and the following prices.

2008 Junior Ski & Snowboard Program daily rates will be:

Regular Instructors - no charge
Chaperones - \$18.00
Tiny Tois (4 to 8 year old children of the chaperones and/or instructors) - no charge
Junior Instructors - \$18.00
Participants - \$22.00

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: Self-supporting program

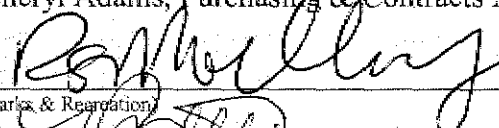
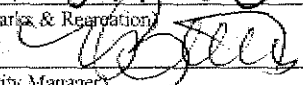


Explanation of Impact: Self-supporting program

Funding Source: Self-supporting program

Supporting Material: Letter from Incline Village General Improvement District and Agenda Report dated 9/7/06

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

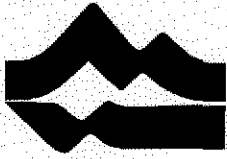
Reviewed By:

 Date: 8/28/07
(Parks & Recreation)
 Date: 8-28-07
(City Manager)
 Date: 8-28-07
(District Attorney)
 Date: 8/28/07
(Finance Director)

Board Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____

(Vote Recorded By)



Incline Village General Improvement District

Cheryl Adams
Carson City Purchasing and Contracts
201 North Carson St. Suite 11
Carson City, Nevada 89701

20 July 2007

Re: **Diamond Peak Ski Resort - Jr. Ski Club Contract Renewal**
No requested changes for 2007-08

Dear Cheryl:

This letter serves to communicate the desire of the Incline Village General Improvement District (IVGID), d.b.a. Diamond Peak Ski Resort, to renew our existing (2006-07) agreement for conduct of the Carson City Jr. Ski Program through the 2007-08 ski season.

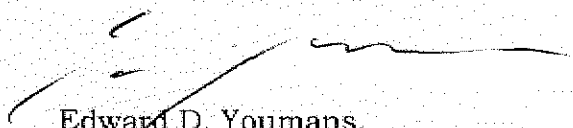
At this time our organization requests the no changes in rates, terms, or conditions from the 2006-07 agreement:

Regular Instructors - no charge
Chaperones - **\$18.00**
Tiny Tots (4 to 8 year old children of the chaperones and/or
Instructors) - no charge
Junior Instructors - **\$18.00**
Participants - **\$22.00**

We look forward to another great ski season with your group.

If you have any questions or concerns relating to this matter, please feel free to contact me

Regards,


Edward D. Youmans.
Diamond Peak General Manager

cc: Milena Regos
Mike Bandelin
Carson Jr. Ski file

**City of Carson City
Agenda Report**

Date Submitted: August 29, 2006

Agenda Date Requested: September 7, 2006

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2007 Junior Ski & Snowboard Program with the same terms & conditions as originally bid on June 11, 2003 and fees of \$18 per chaperone, \$18 per junior instructor, and \$22 per participant

Staff Summary: Bid #0203-130 contained the option to renew for four (4) additional one (1) year periods subject to negotiation and this will be for the third renewal period.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

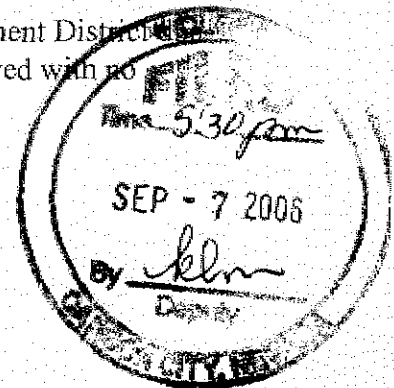
Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2007 Junior Ski & Snowboard Program with the same terms & conditions as originally bid on June 11, 2003 and fees of \$18 per chaperone, \$18 per junior instructor, and \$22 per participant

Explanation for Recommended Board Action: On July 17, 2003 the Board of Supervisors approved the award of Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 and pursuant to the Board's findings that it is in the public's best interest to accept the bid exceptions for the 2004 Junior Ski & Snowboard Program.

On September 2, 2004 the Board of Supervisors renewed Contract No. 0203-130 for the 2005 Junior Ski & Snowboard Program and on October 6, 2005 the Board renewed the contract for the 2006 Season.

Edward D. Youmans, Ski Resort Manager for Incline Village General Improvement District Diamond Peak Ski Resort, has provided a letter requesting the contract be renewed with no changes in terms & conditions and the following prices.



2007 Junior Ski & Snowboard Program daily rates will be:

Regular Instructors - no charge

Chaperones - \$18.00

Tiny Tots (4 to 8 year old children of the chaperones and/or instructors) - no charge

Junior Instructors - \$18.00

Participants - \$22.00

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: Self-supporting program

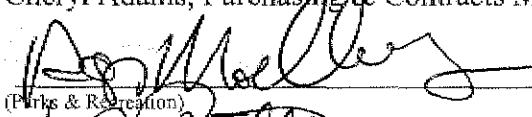
Explanation of Impact: Self-supporting program

Funding Source: Self-supporting program

Supporting Material: Letter from Incline Village General Improvement District and Agenda Report dated 10/6/05

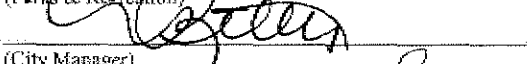
Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:



(Parks & Recreation)

Date: 8/29/06




(City Manager)

Date: 8-29-06



(District Authority)

Date: 8-29-06



(Finance Director)

Date: 8-29-06

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Incline Village General Improvement District

Cheryl Adams
Carson City Purchasing and Contracts
201 North Carson St. Suite 11
Carson City, Nevada 89701

4 August 2006

Re: **Diamond Peak Ski Resort - Jr. Ski Club Contract Renewal**
Requested changes for 2006-07

Dear Cheryl:

This letter serves to communicate the desire of the Incline Village General Improvement District (IVGID), d.b.a. Diamond Peak Ski Resort, to renew our existing (2005-06) agreement for conduct of the Carson City Jr. Ski Program through the 2006-07 ski season.

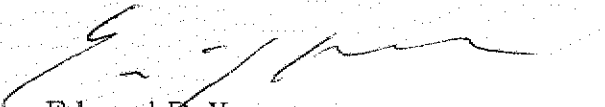
At this time our organization requests the following changes in rates, terms, or conditions from the 2005-06 agreement:

Regular Instructors - no charge
Chaperones - **\$18.00** - up one dollar from \$17.00
Tiny Tots (4 to 8 year old children of the chaperones and/or
Instructors) - no charge
Junior Instructors - **\$18.00** - up one dollar from \$17.00
Participants - **\$22.00** - up two dollars from \$20.00

We look forward to another great ski season with your group.

If you have any questions or concerns relating to this matter, please feel free to contact me

Regards,


Edward D. Youmans,
Diamond Peak General Manager

cc: Milena Regos
Mike Bandelin
Carson Jr. Ski file

**City of Carson City
Agenda Report**

Date Submitted: September 27, 2005

Agenda Date Requested: October 6, 2005

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2006 Junior Ski & Snowboard Program with the same terms & conditions as originally bid on June 11, 2003 and fees of \$17 per chaperone, \$17 per junior instructor, and \$20 per participant

Staff Summary: Bid #0203-130 contained the option to renew for four (4) additional one (1) year periods subject to negotiation and this will be for the second renewal period.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

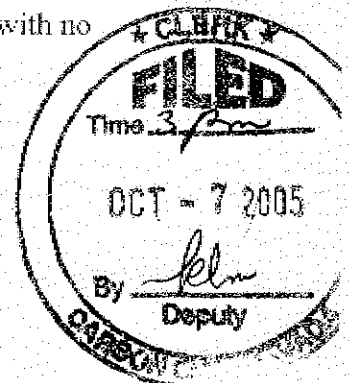
Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2006 Junior Ski & Snowboard Program with the same terms & conditions as originally bid on June 11, 2003 and fees of \$17 per chaperone, \$17 per junior instructor, and \$20 per participant

Explanation for Recommended Board Action: On July 17, 2003 the Board of Supervisors approved the award of Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 and pursuant to the Board's findings that it is in the public's best interest to accept the bid exceptions for the 2004 Junior Ski & Snowboard Program.

On September 2, 2004 the Board of Supervisors renewed Contract No. 0203-130 for the 2005 Junior Ski & Snowboard Program.

Edward D. Youmans, Ski Resort Manager for Incline Village General Improvement District dba Diamond Peak Ski Resort, has provided a letter requesting the contract be renewed with no changes in terms & conditions and the following prices.



2006 Junior Ski & Snowboard Program daily rates will be:

Regular Instructors - no charge

Chaperones - \$17.00

Tiny Tots (4 to 8 year old children of the chaperones and/or instructors) - no charge

Junior Instructors - \$17.00

Participants - \$20.00

Applicable Statue, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: Self-supporting program

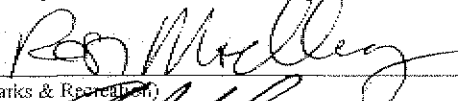
Explanation of Impact: Self-supporting program

Funding Source: Self-supporting program

Supporting Material: Letter from Incline Village General Improvement District, Agenda Report dated 9/2/04, and Request for Board Action dated 7/17/03

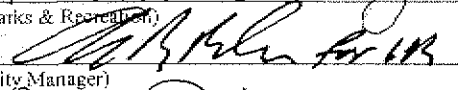
Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:


(Parks & Recreation)

Date:

9/27/05


(City Manager)

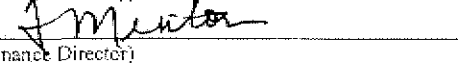
Date:

9-27-05


(District Attorney)

Date:

9-27-05


(Finance Director)

Date:

9/27/05

Board Action Taken:

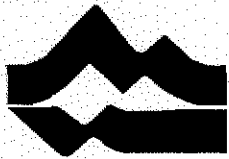
Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Incline Village General Improvement District

Cheryl Adams
Carson City Purchasing and Contracts
201 North Carson St. Suite 11
Carson City, Nevada 89701

17 August 2005

Re: **Diamond Peak Ski Resort - Jr. Ski Club Contract Renewal**
Change of rates

Dear Cheryl:

This letter serves to communicate the desire of the Incline Village General Improvement District (IVGID), d.b.a. Diamond Peak Ski Resort, to renew our existing agreement for conduct of the Carson City Jr. Ski Program through the 2005-06 ski season.

At this time our organization requests the following change in rates, terms, or conditions from the previous agreement:

Rates:

Regular instructors	no charge
Chaperones	\$17.00
Tiny Tots (4-8 yr old children of chaper and/or instr)	no charge
Junior Instructors	\$17.00
Participants	\$20.00

We look forward to another great ski season with your group.

If you have any questions or concerns relating to this matter, please feel free to contact me

Regards,

Edward D. Youmans
Ski Resort Manager

cc: Milena Regos
Mike Bandelin
Carson Jr. Ski file

**City of Carson City
Agenda Report**

Date Submitted: August 24, 2004

Agenda Date Requested: September 2, 2004

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2005 Junior Ski & Snowboard Program with the same prices, terms & conditions as originally bid on June 11, 2003

Staff Summary: Bid #0203-130 contained the option to renew for four (4) additional one (1) year periods subject to negotiation and this will be for the first renewal period.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2005 Junior Ski & Snowboard Program with the same prices, terms & conditions as originally bid on June 11, 2003

Explanation for Recommended Board Action: On July 17, 2003 the Board of Supervisors approved the award of Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 and pursuant to the Board's findings that it is in the public's best interest to accept the bid exceptions for the 2004 Junior Ski & Snowboard Program.

Edward D. Youmans, Ski Resort Manager for Incline Village General Improvement District dba Diamond Peak Ski Resort, has provided a letter requesting the contract be renewed with no changes in prices, terms & conditions.

2005 Junior Ski & Snowboard Program daily rates will be:

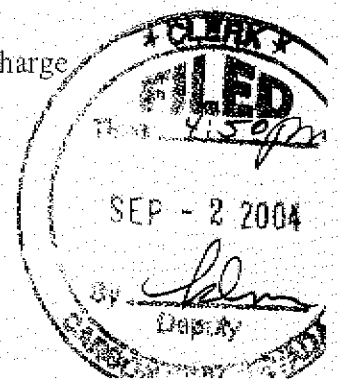
Regular Instructors - no charge

Chaperones - \$15.00

Tiny Tots (4 to 8 year old children of the chaperones and/or instructors) - no charge

Junior Instructors - \$15.00

Participants - \$18.00



Applicable Statute, Code, Policy, Rule or Regulation: N.R.S. Chapter 332 Purchasing: Local Governments.

Fiscal Impact: Self-supporting program


Explanation of Impact: Self-supporting program

Funding Source: Self-supporting program

Supporting Material: Letter dated 8/6/04 from Incline Village General Improvement District and Request for Board Action dated 7/17/03

Prepared By: Cheryl Adams, Purchasing & Contracts Manager


Reviewed By:


(Parks & Recreation)

Date:

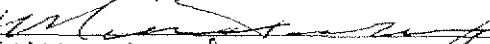
8-24-04

for Scott B


(City Manager)

Date:

8-24-04


(District Attorney)

Date:

8/24/04


(Finance Director)

Date:

8/24/04

Board Action Taken:

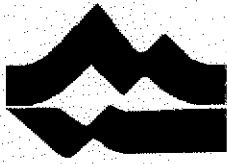
Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)



Incline Village General Improvement District

Cheryl Adams
Carson City Purchasing and Contracts
201 North Carson St. Suite 11
Carson City, Nevada 89701

6 August 2004

Re: **Diamond Peak Ski Resort – Jr. Ski Club Contract Renewal**
Continuance of 2003-04 rates, terms, and conditions

Dear Cheryl:

This letter serves to communicate the desire of the Incline Village General Improvement District (IVGID), d.b.a. Diamond Peak Ski Resort, to renew our existing (2003-04) agreement for conduct of the Carson City Jr. Ski Program through the 2004-05 ski season.

At this time our organization requests no change in rates, terms, or conditions from the 2003-04 agreement.

We look forward to another great ski season with your group.

If you have any questions or concerns relating to this matter, please feel free to contact me

Regards,

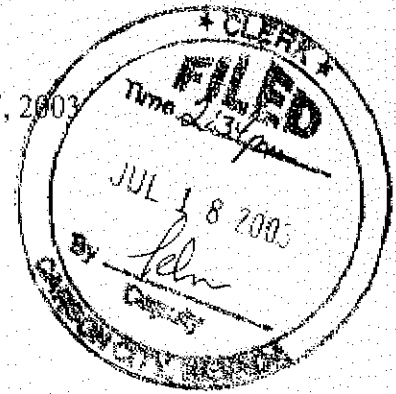
Edward D. Youmans.
Ski Resort Manager

cc: Milena Regos
Mike Bandelin
Carson Jr. Ski file

City of Carson City
Request for Board Action

Date Submitted: July 8, 2003

Agenda Date Requested: July 17, 2003



To: Mayor and Supervisors

From: Purchasing & Contracts

Time Requested: Consent Agenda

Subject Title: ACTION TO APPROVE THE AWARD OF CONTRACT NO. 0203-130 JUNIOR SKI & SNOWBOARD - FACILITY TO INCLINE VILLAGE GID DBA DIAMOND PEAK RESORT AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PURSUANT TO N.R.S. CHAPTER 332 AND PURSUANT TO THE BOARD'S FINDINGS THAT IT IS IN THE PUBLIC'S BEST INTEREST TO ACCEPT THE BID EXCEPTIONS FOR THE 2004 JUNIOR SKI & SNOWBOARD PROGRAM WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE (1) YEAR PERIODS SUBJECT TO NEGOTIATION

Type of Action Requested: (check One)

Resolution

Ordinance

Formal Action/Motion

Other (Specify)

Does this action require a Business Impact Statement: () Yes (X) No

Recommended Board Action: I move to approve the award of Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332 and pursuant to the Board's findings that it is in the public's best interest to accept the bid exceptions for the 2004 Junior Ski & Snowboard Program with the option to renew for four (4) additional one (1) year periods subject to negotiation

Discussion:

Three (3) *NOTICE TO BIDDERS* were mailed on April 21, 2003 and the *NOTICE TO BIDDERS* was published in the Nevada Appeal on May 4, 2003.

The bids were opened at approximately 2:30 p.m. on June 11, 2003 at 201 North Carson Street, Carson City, Nevada 89701. Present during the bid opening was Cheryl Adams, Purchasing & Contracts Manager.

Proposals were received from three (3) bidders: Incline Village GID dba Diamond Peak Ski Resort, 1210 Ski Way, Incline Village, NV 89451 775-832-1177 FAX 775-832-1281; Sky Tavern Junior Ski Program, Inc., PO Box 1709, Reno, NV 89505-1709 775-323-5125 FAX 775-323-4864; and Mt. Rose Development Corporation dba Mt. Rose - Sky Tahoe, 22222 Mt. Rose Highway, Reno, NV 89511 775-849-0704 FAX 775-849-9080. Please refer to the *BID TABULATION* for specifics.

City of Carson City
Request for Board Action

Proposals were reviewed for conformance to the terms and conditions, specifications, and price. Staff recommends award to Incline Village GID dba Diamond Peak Ski Resort as the lowest responsive and responsible bidder pursuant to N.R.S. Chapter 332..

2004 Junior Ski & Snowboard Program daily rates will be:

Regular Instructors - no charge

Chaperones - \$15.00

Tiny Tots (4 to 8 year old children of the chaperones and/or instructors) - no charge

Junior Instructors - \$15.00

Participants - \$18.00

Fiscal Impact: Self-supporting program

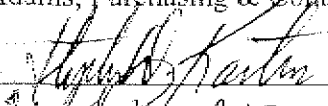
Explanation of Impact: Self-supporting program

Funding Source: Self-supporting program

Alternatives: Award contract to a different bidder or do not award contract.

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

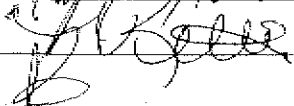
Reviewed By (P&R):



Date:

7/8/03

Concurrence (CM):



Date:

7/8/03

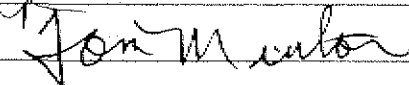
Concurrence (DA):



Date:

7/8/03

Concurrence (Fin):



Date:

7/8/03

Board Action Taken:

Motion:

1)

2)

Aye/Nay

(Vote Recorded By)

BID TABULATION REPORT FROM CARSON CITY PURCHASING & CONTRACTS

775-887-2027 extension 1100

REQUEST FOR BID No. 0203-130 Junior Ski & Snowboard - Facility

DATE OF OPENING: June 11, 2003

TIME OF OPENING: 2:30 pm

ATTENDEES: Cheryl Adams, Purchasing & Contracts Manager

Description	Diamond Peak Ski Resort	Sky Tavern Junior Ski Program, Inc.	Mt. Rose-Ski Tahoe
Bidder submitted 1 original BID RESPONSE y/n	yes	yes	yes
Bidder submitted 3 copies of BID RESPONSE y/n	yes	yes	yes
Bidder Information provided y/n	yes	yes	yes
Business License information provided y/n	yes	yes	yes
Disclosure of Principals provided y/n	yes	yes	yes
Bidder has read the SPECIFICATIONS and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this REQUEST FOR BID ? y/n	yes	yes	yes
Bidder agrees that depending on weather and snow conditions, the starting date for the Junior Ski & Snowboard Program will be January 11, 2004. y/n	yes	yes	yes
Bidder agrees that the determination if weather and snow conditions are suitable will be made jointly by the Junior Ski & Snowboard Program and the Facility. y/n	yes	no	yes

Description	Diamond Peak Ski Resort	Sky Tavern Junior Ski Program, Inc.	Mt. Rose-Ski Tahoe
Bidder agrees that depending on weather and snow conditions, the Junior Ski & Snowboard Program will be conducted at the Facility on seven (7) Sundays excluding the Sunday before Martin Luther King, Jr. Day and the Sunday before Presidents Day. y/n	Edward Youmans FAX #832-1281	Terry Bell FAX #323-4864	Murray Blaney FAX #849-9080
Bidder agrees that the determination if weather and snow conditions are suitable will be made jointly by the Junior Ski & Snowboard Program and the Facility. y/n	yes	no	yes
Bidder agrees that Carson City SHALL NOT be obligated in any way whatsoever implied or otherwise to a definite number of participants. y/n	yes	yes	yes
Bidder agrees that the Facility shall provide a parking area for the Junior Ski & Snowboard Program buses where participants do not have to walk across the parking lot. y/n	yes	yes	yes
Bidder agrees that the Facility shall provide a rest and lunch area for the Junior Ski & Snowboard participants and volunteer staff. y/n	yes	yes	yes
Bidder agrees that the Facility shall provide a staging area with signs designating the class levels for both skiers and snowboarders. y/n	yes	yes	yes
Bidder agrees that the Facility's staff shall meet with Junior Ski & Snowboard Program volunteer instructors each Program Day to discuss problems, provide suggestions, and provide instructional videos and other information regarding instruction and class handling techniques, etc. y/n	yes	yes	yes

Description	Diamond Peak Ski Resort	Sky Tavern Junior Ski Program, Inc.	Mt. Rose-Ski Tahoe
Bidder agrees that the participants and volunteer staff of the Junior Ski & Snowboard Program shall arrive at the Facility at approximately 8:00 a.m. and shall depart from the Facility at approximately 4:00 p.m. y/n	Edward Youmans FAX #832-1281	Terry Bell FAX #323-4864	Murray Blaney FAX #849-9080
Bidder agrees that the Facility shall provide an area for Junior Ski & Snowboard Program instructors to meet and sign-in from 8:00 a.m. to 9:30 a.m. y/n	yes	yes	yes
Bidder agrees that the Facility shall provide a place for a Junior Ski & Snowboard Program staff member to sit and be available to participants who have problems or need their ID card punched. y/n	yes	yes	yes
Bidder agrees that should the representative of the Facility disagree with the information provided on the receipt, the representative of the Junior Ski & Snowboard Program and the representative of the Facility shall jointly count the returned tickets. y/n	yes	no	yes
Bidder agrees that the representative of the Junior Ski & Snowboard Program and the representative of the Facility shall sign each sign and date the receipt indicating agreement of the number of participants and volunteers. y/n	yes	no	yes
Bidder agrees that at least ninety (90) days prior to the Junior Ski & Snowboard Program starting date, the Facility shall provide the required information regarding the Program and Alternate Program Director in writing to Barbara Singer, Recreation Superintendent. y/n	yes	yes	yes

Description	Diamond Peak Ski Resort	Sky Tavern Junior Ski Program, Inc.	Mt. Rose-Ski Tahoe
Bidder agrees that the Facility shall give at least five (5) calendar days written notice of any change of the Program Director and/or the Alternate Program Director to Barbara Singer, Recreation Superintendent. y/n	Edward Youmans FAX #832-1281	Terry Bell FAX #323-4864	Murray Blaney FAX #849-9080
Bidder agrees that the Facility's Program Director and/or Alternate Program Director shall be at the Facility to provide assistance for the Junior Ski & Snowboard Program from 8:00 a.m. through 4:00 p.m. each Sunday. y/n	yes	yes	yes
Bidder agrees that the Facility shall provide a manned First Aid Station and those services and supplies shall be provided to the Junior Ski & Snowboard Program at no charge. y/n	yes	yes	yes
Bidder agrees that should a problem occur at the First Aid Station, a member of the Ski Patrol Staff and/or Alternate Program Director shall be available to provide assistance. y/n	yes	yes	yes
Bidder agrees that the Junior Ski & Snowboard Program staff will act as liaison between the First Aid Station and the injured participant's parents. y/n	yes	no	yes
Bidder agrees that at least sixty (60) days prior to the Junior Ski & Snowboard Program starting date, the Facility's Program Director and/or Alternate Program Director shall meet with Recreation Division staff to develop operating procedures for the Junior Ski & Snowboard Program and assist in preparing clinic materials. y/n	yes	no	yes

Description	Diamond Peak Ski Resort Edward Youmans FAX #832-1281	Sky Tavern Junior Ski Program, Inc. Terry Bell FAX #323-4864	Mt. Rose-Ski Tahoe Murray Blaney FAX #849-9080
Bidder agrees that at least thirty (30) days prior to the Junior Ski & Snowboard Program starting date providing there is sufficient snow, the Facility's professional instructors shall provide three (3) pre-season training sessions (one (1) training session shall be held in Carson City (dry land), and two (2) all day training sessions shall be held at the Facility) for Junior Ski & Snowboard program volunteer instructors. y/n	yes	yes	yes
Bidder agrees that prior to the Junior Ski & Snowboard Program starting date, the Facility's professional instructors shall evaluate all of the Junior Ski & Snowboard Program volunteer instructors to establish their level of teaching ability. y/n	yes	yes	yes
Bidder agrees that the Facility shall provide this evaluation in writing to Barbara Singer, Recreation Superintendent. y/n	yes	yes	yes
Bidder agrees that the Facility shall have two (2) Family Fun Day Events as a fund raiser for the Junior Ski & Snowboard Program. y/n	yes	no	yes
Description provide of activities Bidder will offer at the family fund y events. y/n	Discounted Tickets. There may be other activities but it is too early in the summer to commit to specific events at this time.	See exception summary	hand timed slalom - match-win format; barrel-obstacle course race; treasurer hunt; all events will be on the lower mountain
Bidder agrees that the Junior Ski & Snowboard Program shall receive five dollars (\$5.00) per ticket sold. y/n	yes	no	yes

Description	Diamond Peak Ski Resort	Sky Tavern Junior Ski Program, Inc.	Mt. Rose-Ski Tahoe
Bidder agrees that the Facility shall forward the check made out to Carson City within thirty (30) days of each event to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701. y/n	Edward Youmans FAX #832-1281	Terry Bell FAX #323-4864	Murray Blaney FAX #849-9080
State the ticket price to be charged for the family fund day events including the \$5.00 to be paid the Junior Ski & Snowboard program.	\$17.00	See exception summary	Adult \$39 Teen \$31 Child \$7
Bidder agrees that at least thirty (30) days prior to each event, the Facility shall forward a copy of the advertisement to be placed in the Nevada Appeal to Barbara Singer, Recreation Superintendent, for approval. y/n	yes	no	yes
Bidder agrees that the Facility shall pay for the cost to have this advertisement placed in the Nevada Appeal one time at least fourteen (14) days prior to event. y/n	yes	no	yes
Bidder agrees that the Facility shall provide one (1) free ski day for each Junior Ski & Snowboard Program volunteer. y/n	yes	yes	yes
Bidder agrees that the Facility shall provide complimentary tickets for regular instructors. y/n	yes	no	yes
Bidder agrees that the Facility shall provide one (1) professional instructor per eight (8) advanced participants. y/n	yes	no	yes

Description	Diamond Peak Ski Resort	Sky Tavern Junior Ski Program, Inc.	Mt. Rose-Ski Tahoe
Description of Facility's snow making equipment provided. y/n If none, state none.	Edward Youmans FAX #832-1281	Terry Bell FAX #323-4864	Murray Blaney FAX #849-9080
150 snowguns, more than 250 hydrant locations covering more than 75% of developed resort terrain	none	8 Lenko fan snowmakers, snowmaking capacity of \$1,200 GPM, 20% of mountain has snowmaking	
Bidder shall provide rates for the following:			
Chaperones Unit Price written in words y/n	\$15.00	\$60.00	\$37
Tiny Tots (4 to 8 year old children of the chaperones and/or instructors) Unit Price written in words y/n	\$0.00	\$75.00 - please see definition of "under six program"	\$55 - includes lift, lesson, equipment, & helmet
Junior instructors Unit Price written in words y/n	\$15.00	\$60.00	\$27.00
Participants Unit Price written in words y/n	\$18.00	\$75.00	\$35.00
Bidder agrees that the Facility shall mail an itemized invoice which shows the agreed upon number of Chaperones, Tiny Tots, Junior Instructors, and Participants multiplied by the applicable rate with a grand total to Barbara Singer, Recreation Superintendent, within fourteen (14) days of usage by the Junior Ski & Snowboard Program. y/n	yes	yes	yes

Description	Diamond Peak Ski Resort	Sky Tavern Junior Ski Program, Inc.	Mt. Rose-Ski Tahoe
Bidder agrees that the CONTRACT TERM shall be for one (1) year from date of award by the Board of Supervisors. y/n	Edward Youmans FAX #832-1281	Terry Bell FAX #323-4864	Murray Blaney FAX #849-9080
Bidder agrees that Carson City shall have the right to renew the Contract, for four (4) additional years, subject to negotiation. y/n	yes	yes	yes
Bidder agrees to be available to begin negotiations with Carson City on May 1, 2004 and that negotiations shall be completed no later than August 1, 2004 for the 2005 Junior Ski & Snowboard Program. y/n	no	yes	yes
For year 2 and year 3 renewal periods, Bidder agrees to be available to begin negotiations with Carson City on May 1 st and that negotiations shall be completed no later than August 1 st . y/n	no	yes	yes
Bidder agrees that should he fail to perform the service(s) bid in accordance with this REQUEST FOR BID , the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law. y/n	yes	no	yes
Bidder agrees that in the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies. y/n	yes	no	yes

Description	Diamond Peak Ski Resort Edward Youmans FAX #832-1281	Sky Tavern Junior Ski Program, Inc. Terry Bell FAX #323-4864	Mt. Rose-Ski Tahoe Murray Blaney FAX #849-9080
Bidder agrees that if necessity requires the use of materials or supplies not conforming to the <u>SPECIFICATIONS</u> , they may be accepted and payment shall be made at a proper adjustment in price. y/n	yes	no	yes
Bidder has read and agrees to abide by the <u>TERMS AND CONDITIONS</u> of this <u>REQUEST FOR BID</u> . y/n	yes	yes - subject to exception summary	yes
Bidder agrees to provide a certificate of general liability insurance containing limits of not less than One Million Dollars (\$1,000,000) naming Carson City as an additional insured and certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. y/n	no	yes	yes
Bidder agree to provide a certificate of workers' compensation insurance listing Carson City as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. y/n	no	yes	yes
<u>BID RESPONSE</u> signed & notarized y/n	yes	yes	yes
Exceptions taken y/n	yes*	yes**	yes***
Bidder initialed & dated each page of <u>BID RESPONSE</u> y/n	yes	yes	yes
*** End Of Document ***			

***Exceptions for Diamond Peak Ski Incline**

53.2 Bidder agrees to be available to begin negotiations on July 1, 2004 and that negotiations shall be completed no later than September

1, 2004.

53.3 Same date changes as 53.2

58 We can provide a copy of our general liability policy covering all users at the resort, however, we do not name individual users as additionally insured

59 We will not be employing any employee of Carson City therefore none will be covered by our workers compensation insurance.

****Exceptions for Sky Tavern Junior Ski Program, Inc.**

52.1.1 Determination if weather and snow conditions are suitable will be made by Sky Tavern Mountain Manager and the Sky Tavern Daily Director per our GO/NO-GO policy (see attachment 1A). Carson City Junior Ski & Snowboard Program personnel will be added to our notification list and called prior to 6:00 am on program days.

52.2 Facility will provide an 8 day program for eight (8) consecutive Sundays. No excluded weekends: snow and weather permitting.

52.2.1 Determination if weather and snow conditions are suitable will be made by Sky Tavern Mountain Manager and the Sky Tavern Daily Director per our GO/NO-GO policy (see attachment 1A). Carson City Junior Ski & Snowboard Program personnel will be added to our notification list and called prior to 6:00 am on program days.

52.11 Program participants will be issued a photo identification badge prior to the program start date and fee per participant will include all 8 program days. Therefore, no daily tickets need to be issued.

52.14.2 Sky Tavern Patrol will report directly to injured participant's parents due to medical confidentiality. All injuries will be handled by Sky Tavern policy (see attachment 2A). Please note that REMSA determines whether or not participant meets the Trauma Criteria and must be transported to a Trauma Center (Washoe Medical Center is currently the authorized Regional Trauma Center).

52.15 Operating Procedures are established per the Sky Tavern Policies and Procedures Manual. Any additional operating procedures can be developed as needed by the Facility's Executive Director and Recreation Division staff. All ski and snowboard instruction is consistent with PSIA (Professional Ski Instructors of America) and AASI (American Association of Snowboard Instructors). All teaching materials must be consistent with PSIA and AASI standards. Written materials and teaching aids will be made available to all Carson City Junior Ski & Snowboard Program instructors.

52.18 The Sky Tavern Junior Ski Program, Inc. is a non-profit organization and has its own fund-raising responsibilities to keep its program viable and does not conduct fund raising other than for its own purposes. However, the Sky Tavern facility is available for special

events on a contract basis, such as for a fund raising ski and snowboard day for the Carson City Junior Ski & Snowboard Program. Please contact Terry Bell, Executive Director for Special Event Contract Information (323-5125).

52.18.1 See above explanation

52.18.2 See above explanation

52.18.2.1 See above explanation

52.18.3 See above explanation

52.18.4 See above explanation

52.18.4.1 See above explanation

52.20 Fees per each participant type will be charged per page 38 of the BID RESPONSE. All volunteers and their children are permitted to sky or snowboard at Sky Tavern on their non-assigned day per the attached policy (see attachment 3A), thus allowing each volunteer up to 16 regular program days.

52.21 Facility shall provide an advanced veteran instructor per ten (10) advanced participants for sky students. The Carson City Junior Ski and Snowboard Program will provide snowboard instructors at a ration of 1:10 (1 snowboard instructor per 10 students) for the snowboard students enrolled from Carson City.

52.23.2 Program fees will be charged for a 8-week program per participant according to the fees listed on page 38 of the BID RESPONSE. No daily fees will apply. Facility shall provide a listing of all Carson City participants to Barbara Singer, Recreation Superintendent.

54 See Sky Tavern Refund Policy attached

55 The Sky Tavern Junior Ski Program, Inc. is a non-profit organization and does not have the resources to pay for "alternatives".

56 No adjustments in price shall be made except per the Refund Policy attached (see attachment 6A).

57 Except as noted in the Exception Summary

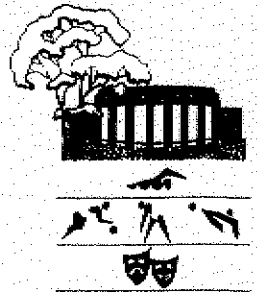
*****Exceptions for Mt. Rose - Ski Tahoe**

52.18 Mt. Rose-Ski Tahoe will hold one (1) Family Fun Day event as a fundraiser for the Junior Ski & Snowboard Program. The event will be held on the final Sunday operating day of the program. The Family Fun Day ticket rate will be available to Carson City and immediate surrounds residents via the Mt. Rose Guest Services Office. Proof of address will be required.

Discover Us....

The Benefits are Endless!

Carson City Recreation Division
851 East William Street
Carson City, Nevada 89701



To: Cheryl Adams
From: Barbara Singer ^{BS}
Subject: Facility Contract for Jr. Ski/Snowboard Program
Date: June 19, 2003

After reviewing all of the bid documents with John Meder and George Hamilton, who are in charge of the Junior Ski/Snowboard program, we have come to the conclusion that we would like to return to Diamond Peak. We do not see a problem with any of the exceptions that Diamond Peak listed. Beginning negotiations on July 1, 2004 and completing them no later than September 1, 2004 for the next years program will still give us time to do the planning. We have discussed the workers compensation and the liability policy issues with the risk manager and he has agreed to the exceptions.

We did not choose Sky Tavern for the following reasons:

1. We want to stay in control of our program; we would have to follow their procedure manuals
2. We would not have any say as to the "go/ no go."
3. They would do all the registration for the program.
4. We would not be allowed in the first aide room to contact Carson City participant's parents.
5. No snow making equipment
6. We would have to find advanced snow board instructors

If you require any further information do not hesitate to contact me. Thank you for your help with the Junior Ski/Snowboard program.



June 5, 2003



Administrative Services

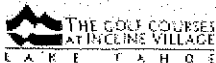
893 Southwood Blvd.
Incline Village
Nevada 89451-9425
775•832•1100
FAX: 775•832•1132
www.ivgid.org

Parks & Recreation Department

980 Incline Way
Incline Village
Nevada 89451-9527
775•832•1310
FAX: 775•832•1380
www.ivgid.org

Utilities

Department
1220 Sweetwater Rd.
Incline Village
Nevada 89451-9214
775•832•1203
FAX: 775•832•1260
www.ivgid.org



Golf Courses

955 Fairway Blvd.
Incline Village
Nevada 89451-9006
775•832•1143
FAX: 775•832•1141
www.golfincline.com



Ski Resort

1210 Ski Way
Incline Village
Nevada 89451-9204
775•832•1177
FAX: 775•832•1281
www.diamondpeak.com

**Incline Village G. I. D.
dba Diamond Peak Ski Resort**

1210 Ski Way
Incline Village, Nevada 89450
Phone Number 775-832-1177
FAX Number 775-832-1281

PROPOSAL

**In Response to
Request for Bid #0203-130
Junior Ski & Snowboard - Facility**

ORIGINAL

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

94 6/4/03

49 BIDDER INFORMATION:

Company Name: Incline Village GID dba Diamond Peak Ski Resort

Federal ID No.: 88-760004-K

Mailing Address: 1210 Ski Way

City, State, Zip Code: Incline Village, NV 89451

Complete Telephone Number: (775) 832-1177

Complete Fax Number: (775) 832-1281

Contact Person/Title: Edward Youmans

Mailing Address: 1210 Ski Way

City, State, Zip Code: Incline Village, NV 89451

Complete Telephone Number: (775) 832-1129

Complete Fax Number: (775) 832-1281

E-mail Address: ed_youmans@ivgid.org

50 Carson City Municipal Code Section 4.04.010 requires that any business operating within Carson City is required to be in possession of a valid Carson City business license. Be advised that upon award of a contract by Carson City, you must either have a current business license or an exemption letter from the Carson City Treasurer's Office before commencing business. However, possession of said license is not a prerequisite for bidding.

50.1 If Bidder has a valid Carson City Business License, please provide number:

50.2 Bidder does not have a valid Carson City Business License. Bidder contacted a representative of the Treasurer's Office Business License Division at 775-887-2092 and has been informed that Bidder does need a Carson City Business License for this **REQUEST FOR BID**. Bidder certifies that he will obtain a Carson City Business License if awarded this **REQUEST FOR BID**.

Signature _____

Date _____

50.3 Bidder does not have a valid Carson City Business License. Bidder certifies that he has spoken to Kevin a representative of the Treasurer's Office Business License Division at 775-887-2092 and has been informed that Bidder does not need a Carson City Business License for this **REQUEST FOR BID**.

Signature _____

Date 6/4/03

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

EG 6/4/03

51 DISCLOSURE OF PRINCIPALS:

51.1 Individual and/or Partnership:

Owner 1) Name: Incline Village GID
Address: 893 Southwood Blvd.
City, State, Zip Code: Incline Village, NV 89451
Complete Telephone Number: (775) 832-1100

Owner 2) Name: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

Other 1) Title: _____
Name: _____

Other 2) Title: _____
Name: _____

51.2 Corporation:

State in which Company is Incorporated: n/a
Date Incorporated: _____
Name of Corporation: _____
Address: _____
City, State, Zip Code: _____
Complete Telephone Number: _____

President's Name: _____

Vice-President's Name: _____

Other 1) Name: _____
Title: _____

Other 2) Name: _____
Title: _____

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's Initials & date

EG 6/4/03

If Bidder responds NO to any of the following questions, Bidder must use the EXCEPTION SUMMARY document to record any deviations, modifications, and/or alternates proposed to this REQUEST FOR BID. Failure to do so may be justification for rejection of the BID RESPONSE. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the EXCEPTION SUMMARY shall be interpreted to convey that the Bidder will perform in the manner described and/or specified in this REQUEST FOR BID.

- 52 Bidder has read the SPECIFICATIONS and certifies that the service(s) proposed meets or exceeds the requirements of this REQUEST FOR BID? Yes No
- 52.1 Bidder agrees that depending on weather and snow conditions, the starting date for the Junior Ski & Snowboard Program will be January 11, 2004. Yes No
- 52.1.1 Bidder agrees that the determination if weather and snow conditions are suitable will be made jointly by the Junior Ski & Snowboard Program and the Facility. Yes No
- 52.2 Bidder agrees that depending on weather and snow conditions, the Junior Ski & Snowboard Program will be conducted at the Facility on seven (7) Sundays excluding the Sunday before Martin Luther King, Jr. Day and the Sunday before Presidents Day. Yes No
- 52.2.1 Bidder agrees that the determination if weather and snow conditions are suitable will be made jointly by the Junior Ski & Snowboard Program and the Facility. Yes No
- 52.3 Bidder agrees that Carson City SHALL NOT be obligated in any way whatsoever implied or otherwise to a definite number of participants. Yes No
- 52.4 Bidder agrees that the Facility shall provide a parking area for the Junior Ski & Snowboard Program buses where participants do not have to walk across the parking lot. Yes No
- 52.5 Bidder agrees that the Facility shall provide a rest and lunch area for the Junior Ski & Snowboard participants and volunteer staff. Yes No
- 52.6 Bidder agrees that the Facility shall provide a staging area with signs designating the class levels for both skiers and snowboarders. Yes No

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

SL 6/4/03

- 52.7 Bidder agrees that the Facility's staff shall meet with Junior Ski & Snowboard Program volunteer instructors each Program Day to discuss problems, provide suggestions, and provide instructional videos and other information regarding instruction and class handling techniques, etc. Yes No
- 52.8 Bidder agrees that the participants and volunteer staff of the Junior Ski & Snowboard Program shall arrive at the Facility at approximately 8:00 a.m. and shall depart from the Facility at approximately 4:00 p.m. Yes No
- 52.9 Bidder agrees that the Facility shall provide an area for Junior Ski & Snowboard Program instructors to meet and sign-in from 8:00 a.m. to 9:30 a.m. Yes No
- 52.10 Bidder agrees that the Facility shall provide a place for a Junior Ski & Snowboard Program staff member to sit and be available to participants who have problems or need their ID card punched. Yes No
- 52.11 Bidder agrees that should the representative of the Facility disagree with the information provided on the receipt, the representative of the Junior Ski & Snowboard Program and the representative of the Facility shall jointly count the returned tickets. Yes No
- 52.11.1 Bidder agrees that the representative of the Junior Ski & Snowboard Program and the representative of the Facility shall then each sign and date the receipt indicating agreement of the number of participants and volunteers. Yes No
- 52.12 Bidder agrees that at least ninety (90) days prior to the Junior Ski & Snowboard Program starting date, the Facility shall provide the required information regarding the Program and Alternate Program Director in writing to Barbara Singer, Recreation Superintendent. Yes No.
- 52.12.1 Bidder agrees that the Facility shall give at least five (5) calendar days written notice of any change of the Program Director and/or the Alternate Program Director to Barbara Singer, Recreation Superintendent. Yes No
- 52.13 Bidder agrees that the Facility's Program Director and/or Alternate Program Director shall be at the Facility to provide assistance for the Junior Ski & Snowboard Program from 8:00 a.m. through 4:00 p.m. each Sunday. Yes No

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's Initials & date

SL 6/4/03

- 52.14 Bidder agrees that the Facility shall provide a manned First Aid Station and those services and supplies shall be provided to the Junior Ski & Snowboard Program at no charge. Yes No
- 52.14.1 Bidder agrees that should a problem occur at the First Aid Station, a member of the Ski Patrol Staff and/or Alternate Program Director shall be available to provide assistance. Yes No
- 52.14.2 Bidder agrees that the Junior Ski & Snowboard Program staff will act as liaison between the First Aid Station and the injured participant's parents. Yes No
- 52.15 Bidder agrees that at least sixty (60) days prior to the Junior Ski & Snowboard Program starting date, the Facility's Program Director and/or Alternate Program Director shall meet with Recreation Division staff to develop operating procedures for the Junior Ski & Snowboard Program and assist in preparing clinic materials. Yes No
- 52.16 Bidder agrees that at least thirty (30) days prior to the Junior Ski & Snowboard Program starting date providing there is sufficient snow, the Facility's professional instructors shall provide three (3) pre-season training sessions (one (1) training session shall be held in Carson City (dry land), and two (2) all day training sessions shall be held at the Facility) for Junior Ski & Snowboard Program volunteer instructors. Yes No
- 52.17 Bidder agrees that prior to the Junior Ski & Snowboard Program starting date, the Facility's professional instructors shall evaluate all of the Junior Ski & Snowboard Program volunteer instructors to establish their level of teaching ability. Yes No
- 52.17.1 Bidder agrees that the Facility shall provide this evaluation in writing to Barbara Singer, Recreation Superintendent. Yes No
- 52.18 Bidder agrees that the Facility shall have two (2) Family Fun Day Events as a fund raiser for the Junior Ski & Snowboard Program. Yes No

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

fy 6/4/03

52.18.1 Describe what activities you will offer at the family fund day events (if more space is needed, please attached additional sheets and label them Exhibit 52.18):

Discounted Tickets. There may be other activities but
it is too early in the summer to commit to specific
events at this time

52.18.2 Bidder agrees that the Junior Ski & Snowboard Program shall receive five dollars (\$5.00) per ticket sold. Yes No

52.18.2.1 Bidder agrees that the Facility shall forward the check made out to Carson City within thirty (30) days of each event to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, NV 89701. Yes No

52.18.3 State the ticket price to be charged for the family fund day events including the \$5.00 to be paid the Junior Ski & Snowboard Program:

\$17.00

52.18.4 Bidder agrees that at least thirty (30) days prior to each event, the Facility shall forward a copy of the advertisement to be placed in the Nevada Appeal to Barbara Singer, Recreation Superintendent, for approval. Yes No

52.18.4.1 Bidder agrees that the Facility shall pay for the cost to have this advertisement placed in the Nevada Appeal one time at least fourteen (14) days prior to event. Yes No

52.19 Bidder agrees that the Facility shall provide one (1) free ski day for each Junior Ski & Snowboard Program volunteer. Yes No

52.20 Bidder agrees that the Facility shall provide complimentary tickets for regular instructors. Yes No

52.21 Bidder agrees that the Facility shall provide one (1) professional instructor per eight (8) advanced participants. Yes No

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

JS 6/4/03

52.22 Describe Facility's snow making equipment. If none, state none.
150 snowguns, more than 250 hydrant locations covering
more than 75% of developed resort terrain

52.23 **Bidder shall provide rates for the following:**

52.23.1 Chaperones

52.23.1.1 State **UNIT PRICE** in figures:
\$ 15.00

52.23.1.2 State **UNIT PRICE** in words:
Fifteen Dollars

52.23.2 Tiny Tots (4 to 8 year old children of the chaperones and/or instructors)

52.23.2.1 State **UNIT PRICE** in figures:
\$ 0.00

52.23.2.2 State **UNIT PRICE** in words:
no charge

52.23.3 Junior instructors

52.23.3.1 State **UNIT PRICE** in figures:
\$ 15.00

52.23.3.2 State **UNIT PRICE** in words:
Fifteen Dollars

52.23.4 Participants

52.23.4.1 State **UNIT PRICE** in figures:
\$ 18.00

52.23.4.2 State **UNIT PRICE** in words:
Eighteen Dollars

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

JS 6/4/03

- 52.24 Bidder agrees that the Facility shall mail an itemized invoice which shows the agreed upon number of Chaperones, Tiny Tots, Junior instructors, and Participants multiplied by the applicable rate with a grand total to Barbara Singer, Recreation Superintendent, within fourteen (14) days of usage by the Junior Ski & Snowboard Program. Yes
 No
- 53 Bidder agrees that the **CONTRACT TERM** shall be for one (1) years from date of award by the Board of Supervisors. Yes No
- 53.1 Bidder agrees that Carson City shall have the right to renew the Contract, for four (4) additional years, subject to negotiation. Yes No
- 53.2 Bidder agrees to be available to begin negotiations with Carson City on May 1, 2004 and that negotiations shall be completed no later than August 1, 2004 for the 2005 Junior Ski & Snowboard Program. Yes No
- 53.3 For year 2 and year 3 renewal periods, Bidder agrees to be available to begin negotiations with Carson City on May 1st and that negotiations shall be completed no later than August 1st. Yes No
- 54 Bidder agrees that should he fail to perform the service(s) bid in accordance with this **REQUEST FOR BID**, the City may declare the Bidder in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law. Yes No
- 55 Bidder agrees that in the event of default by the Bidder, Carson City may, at its option, pursue one or all of the following alternatives including: procure the service(s) from another source and hold the defaulting Bidder responsible for an excess cost occasioned thereby, assess a penalty of 5% of the total awarded bid amount, commence with Surety and/or Performance Bond proceedings, debar the defaulting Bidder for not less than one year, or pursue other applicable legal remedies. Yes No
- 56 Bidder agrees that if necessity requires the use of materials or supplies not conforming to the **SPECIFICATIONS**, they may be accepted and payment shall be made at a proper adjustment in price. Yes No
- 57 Bidder has read and agrees to abide by the **TERMS AND CONDITIONS** of this **REQUEST FOR BID**. Yes No

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

LL 6/4/03

58 Bidder agrees to provide a certificate of general liability insurance containing limits of not less than One Million Dollars (\$1,000,000) naming Carson City as an additional insured and certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. Yes No

59 Bidder agree to provide a certificate of workers' compensation insurance listing Carson City as a certificate holder within ten (10) days of award by the Board of Supervisors. Certificate shall be furnished to Carson City Purchasing & Contracts, 201 North Carson Street Suite 11, Carson City, Nevada 89701. Yes No

CARSON CITY PURCHASING & CONTRACTS
BID RESPONSE

Bidder's initials & date 4/6/03

60 ACKNOWLEDGMENT AND EXECUTION:

STATE OF Nevada)
) SS
COUNTY OF Washoe)

I, Edward Youmans (Name of party signing this **BID RESPONSE**),
being first duly sworn, do depose and say: That I am the Bidder, or the authorized agent of the
Bidder, from whom the aforesaid described service(s) is to be provided; that I have read and
agree to abide by this **REQUEST FOR BID** which includes the following documents:
NOTICE TO BIDDERS, SPECIFICATIONS, TERMS AND CONDITIONS, and BID
RESPONSE.

BIDDER:
Printed Name of Bidder: Edward Youmans
Title: Ski Resort Manager
Firm: Incline Village GID dba Diamond Peak Ski Resort
Address: 1210 Ski Way
City: Incline Village,
State / Zip Code: NV 89451
Telephone Number: (775) 832-1177
Fax Number: (775) 832-1281
E-mail address: ed_youmans@ivgid.org

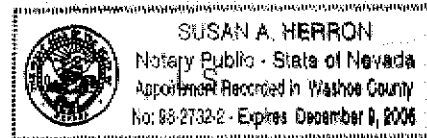
[Signature]
(Signature of Bidder)
DATED this 4th day of June, 2003.

ATTEST:

On this 4th day of June, in the year 2003, before me, Susan A. Herron /
Notary Public, personally appeared Edward Youmans
personally known to me or proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to this instrument, and acknowledged that he (she) executed it.

WITNESS my hand and official seal.

[Signature]
Notary's Signature
My Commission Expires: 12/9/2006



Washoe County Notary Public for the State of Nevada

CARSON CITY PURCHASING & CONTRACTS

BID RESPONSE

Bidder's initials & date

94 6/4/03

61 EXCEPTION SUMMARY INSTRUCTIONS:

61.1 Use this document to record any deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**. Failure to do so may be justification for rejection of the **BID RESPONSE**. Bidder must indicate the title of document from the top of the page, the page number from the bottom of the page, the item number corresponding to the item, and a detailed description of the deviation, modification, and/or alternate. Failure to note deviations, modifications, and/or alternates on the **EXCEPTION SUMMARY** shall be interpreted to convey that the Bidder will perform in the manner described and/or specified in this **REQUEST FOR BID**.

61.2 If additional space is required, use company letterhead and mark as "Exhibit 61.2".

61.3 If there are no deviations, modifications, and/or alternates proposed to this **REQUEST FOR BID**, write "None".

53.2 Bidder agrees to be available to begin negotiations on July 1, 2004 and that negotiations shall be completed no later than September 1, 2004.

53.3 Same date changes as 53.2

58 We can provide a copy of our general liability policy covering all users at the resort. However, we do not name individual users as additionally insured.

59 We will not be employing any employee of Carson City therefore none will be covered by our workers compensation insurance.

*** END OF BID RESPONSE ***