

Item # 5-1A

**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 dba 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

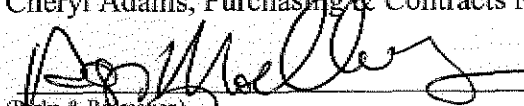
**Explanation of Impact:** Self-supporting program

**Funding Source:** Self-supporting program

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

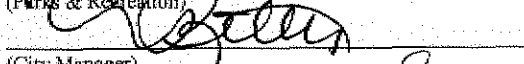
**Prepared By:** Cheryl Adams, Purchasing & Contracts Manager

**Reviewed By:**

  
(Parks & Recreation)

Date:

8/29/06

  
(City Manager)

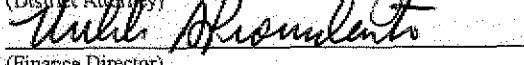
Date:

8-29-06

  
(District Attorney)

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.

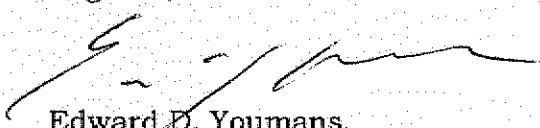
At this time our organization requests the following changes in rates, terms, or conditions from the 2005-06 agreement:

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)

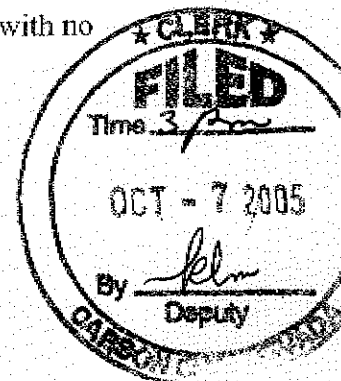
**Does This Action Require A Business Impact Statement:**       Yes  No

**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 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 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:** *Bob Medley* Date: 9/27/05  
(Parks & Recreation)  
*Bob Adams* Date: 9-27-05  
(City Manager)  
*Melanie Buback* Date: 9-27-05  
(District Attorney)  
*J. Muntz* Date: 9/27/05  
(Finance Director)

**Board Action Taken:**

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 6, 2005 approved the renewal of **CONTRACT No. 0203-130**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

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MARV TEIXEIRA, MAYOR

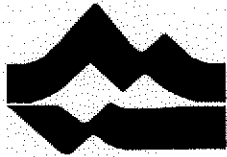
DATED this 6<sup>th</sup> day of October, 2005.

**ATTEST:**

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ALAN GLOVER, CLERK-RECORDER

DATED this 6<sup>th</sup> day of October, 2005.



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

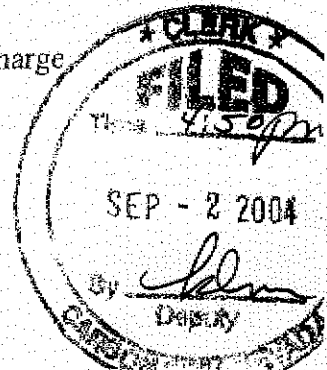
**Recommended Board Action:** I move to renew Contract No. 0203-130 Junior Ski & Snowboard - Facility to Incline Village GID dba Diamond Peak Resort for the 2005 Junior Ski & Snowboard Program with the same prices, terms & conditions as originally bid on June 11, 2003

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

**Fiscal Impact:** Self-supporting program

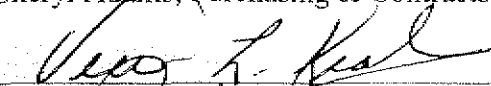
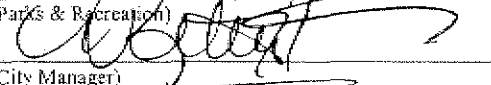

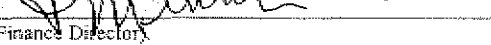
**Explanation of Impact:** Self-supporting program

**Funding Source:** Self-supporting program

**Supporting Material:** Letter 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)  
  
(City Manager)  
  
(District Attorney)  
  
(Finance Director)

Date:

8-24-04

for Scott (3)

Date:

8-24-04

Date:

8/24/04

Date:

8/24/04

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

Aye/Nay

2) \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

(Vote Recorded By)

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of September 2, 2004 approved the renewal of **CONTRACT No. 0203-130**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

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**RAY MASAYKO, MAYOR**

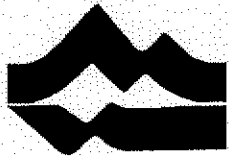
DATED this 2nd day of September, 2004.

**ATTEST:**

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**ALAN GLOVER, CLERK-RECORDER**

DATED this 2nd day of September, 2004.



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 Bandetin  
Carson Jr. Ski file

City of Carson City  
Request for Board Action

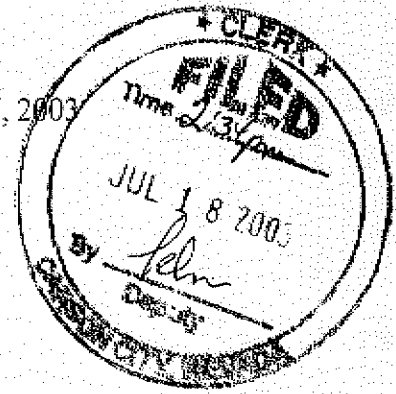
Date Submitted: July 8, 2003

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): *Stephen B. Katten* Date: 7/8/03  
Concurrence (CM): *[Signature]* Date: 7/8/03  
Concurrence (DA): *[Signature]* Date: 7/8/03  
Concurrence (Fin): *Jon M. [Signature]* Date: 7/8/03

Board Action Taken:

Motion: \_\_\_\_\_ 1) \_\_\_\_\_ Aye/Nay  
\_\_\_\_\_ 2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Vote Recorded By)

**City of Carson City  
Board of Supervisors**

**CONTRACT ACCEPTANCE AND EXECUTION:**

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of July 17, 2003 approved the acceptance of **CONTRACT No. 0203-130 Junior Ski & Snowboard - Facility**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

**CARSON CITY, NEVADA**

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**RAY MASAYKO, MAYOR**

DATED this 17th day of July, 2003.

**ATTEST:**

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**ALAN GLOVER, CLERK-RECORDER**

DATED this 17th day of July, 2003.

# 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 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 submitted 1 original <b>BID RESPONSE</b> y/n	yes	yes	yes
Bidder submitted 3 copies of <b>BID RESPONSE</b> 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 <b>SPECIFICATIONS</b> and certifies that the product(s) and/or service(s) proposed meets or exceeds the requirements of this <b>REQUEST FOR BID?</b> 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 turn 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

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

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  150 snowguns, more than 250 hydrant locations covering more than 75% of developed resort terrain	Terry Bell FAX #323-4864  none	Murray Blaney FAX #849-9080  8 Lenko fan snowmakers; snowmaking capacity of \$1,200 GPM; 20% of mountain has snowmaking
<b>Bidder shall provide rates for the following:</b>			
<b>Chaperones</b>	\$15.00	\$60.00	\$37
Unit Price written in words y/n	yes	yes	yes
<b>Tiny Tots (4 to 8 year old children of the chaperones and/or instructors)</b>	\$0.00	\$75.00 - please see definition of "under six program"	\$55 - includes lift, lesson, equipment, & helmet
Unit Price written in words y/n	yes	yes	yes
<b>Junior instructors</b>	\$15.00	\$60.00	\$27.00
Unit Price written in words y/n	yes	yes	yes
<b>Participants</b>	\$18.00	\$75.00	\$35.00
Unit Price written in words y/n	yes	yes	yes
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	no	yes

Description	Diamond Peak Ski Resort	Sky Tavern Junior Ski Program, Inc.	Mt. Rose-Ski Tahoe
Bidder agrees that the <b>CONTRACT TERM</b> 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 <sup>st</sup> and that negotiations shall be completed no later than August 1 <sup>st</sup> . y/n	no	yes	yes
Bidder agrees that should he fail to perform the service(s) bid in accordance with this <b>REQUEST FOR BID</b> , 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 remedies 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 PSA (Professional Ski Instructors of America) and AASI (American Association of Snowboard Instructors). All teaching materials must be consistent with PSA 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**

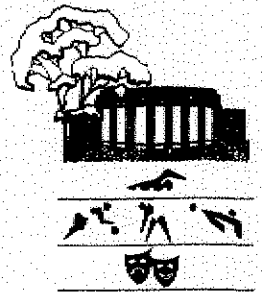
52.18 Mt. Rose-Ski Tahoe will hold one (1) Family Fun Day event as a fundraiser for the Junior Ski & Snowboard Program. The event will be held on the final Sunday operating day of the program. The Family Fun Day ticket rate will be available to Carson City and immediate surrounds residents via the Mt.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

# Discover U....

## The Benefits are Endless!

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



To: Cheryl Adams  
From: Barbara Singer <sup>BS</sup>  
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.



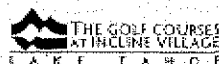
June 5, 2003



**Administrative Services**  
893 Southwood Blvd.  
Incline Village  
Nevada 89451-9425  
775•832•1100  
FAX: 775•832•1122  
[www.ivgid.org](http://www.ivgid.org)

**Parks & Recreation Department**  
986 Incline Way  
Incline Village  
Nevada 89451-9527  
775•832•1310  
FAX: 775•832•1380  
[www.ivgid.org](http://www.ivgid.org)

**Utilities Department**  
1220 Sweetwater Rd.  
Incline Village  
Nevada 89451-9214  
775•832•1203  
FAX: 775•832•1260  
[www.ivgid.org](http://www.ivgid.org)



**Golf Courses**  
955 Fairway Blvd.  
Incline Village  
Nevada 89451-9006  
775•832•1143  
FAX: 775•832•1141  
[www.golfincline.com](http://www.golfincline.com)



**Ski Resort**  
1210 Ski Way  
Incline Village  
Nevada 89451-9204  
775•832•1177  
FAX: 775•832•1281  
[www.diamondpeak.com](http://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

*gy 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 *[Signature]*

Date 6/4/03

# CARSON CITY PURCHASING & CONTRACTS

## BID RESPONSE

Bidder's initials & date

SL 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

E.Y. 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

GL 6/11/03

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

SS 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

SC  
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 1<sup>st</sup> and that negotiations shall be completed no later than August 1<sup>st</sup>. 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

SC 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

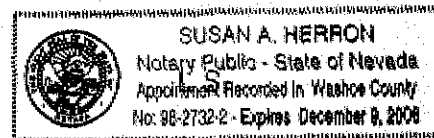
[Signature]  
(Signature of Bidder)  
DATED this 4<sup>th</sup> day of June, 2003.

**ATTEST:**

On this 4<sup>th</sup> 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 \*\*\***