MINIMUM SPECIFICATIONS FOR

2027 ENCHANTED MOUNTAINS ACTIVITIES GUIDE

FOR

CATTARAUGUS COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT, PLANNING AND TOURISM

Cattaraugus County Department of
Economic Development, Planning and Tourism
207 Rock City Street, Suite 200
Little Valley, NY 14755

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NOTICE TO BIDDERS

Sealed bids for the purchase of certain services for the Cattaraugus County Department of Economic Development, Planning and Tourism, according to specifications, will be received by the undersigned until **Thursday, November 19, 2026 at 10 a.m.**, at which time they will be publicly opened by the undersigned, under the direction of the Development & Agriculture Committee of the Cattaraugus County Legislature at the County Center, Little Valley, New York.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED AS FOLLOWS:

"PRINTING OF THE 2027 ENCHANTED MOUNTAINS ACTIVITIES GUIDE"
Any bid not clearly marked will not be considered.

Bidding sheets and instructions may be obtained at the Cattaraugus County Department of Economic Development, Planning and Tourism, 207 Rock City Street, Little Valley, NY 14755. Call Samantha Hayes at (716) 938-2307 or email at SLHayes@cattco.org.

All bids received are subject to all federal and state laws, rules and regulations.

A **NON-COLLUSIVE BIDDING CERTIFICATE** must accompany all bids**.** Any bid submitted without such certificate will not be accepted. Any bid not meeting **ALL** specifications will not be considered.

All bids should be sent or delivered to the office of the **Clerk of the Legislature, 303 Court Street, Little Valley, NY 14755.**

The County Legislature reserves the right to reject any or all bids, to waive any informality, and to accept the lowest responsible bid.

Kelly Reed
County Administrator
County Center – 303 Court Street
Little Valley, NY 14755

INSTRUCTIONS TO BIDDERS

1. BID FORM:
Bid shall be submitted on these Cattaraugus County bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

2. CHANGES:
Any change in wording or interlineations by a bidder of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

3. INFORMALITIES:
The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

4. BID TIME:
Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

5. INVESTIGATIONS:
The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6. BID ENVELOPE:
Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

7. NON-COLLUSIVE CERTIFICATION:
Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

8. CONTRACT AWARD:
Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

9. EXECUTORY CLAUSE:
This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid: It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefore no and liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

10. DELIVERY SCHEDULE:
Delivery must be made within the period of time set forth in specification. Delivery time is of the essence of the contract to be awarded pursuant to this bid. Failure to meet delivery schedule as per accepted bid may result in legal action by Cattaraugus County to recover damages.

11. PRICES:
Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in the specifications. "Tailgate Delivery" will not be accepted unless specified by the County

12. TRANSPORTATION CHARGES:
Collect transportation charges will not be paid by the County. All freight, cartage, rigging, postage or other transportation charges shall be prepaid.

13. TAXES:
No taxes are to be billed to the County. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or Sate law specifically levies such tax on purchases made by political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

14. COMPLIANCE WITH LAWS:
The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

15. CONTRACT ASSIGNMENTS:
The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

16. CASH DISCOUNT:
ANY CASH DISCOUNT, which is a part of a bid, will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. If this is unsatisfactory,

please quote net. The County will not pay any interest charges.

17. ALTERNATE ITEMS:
If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening. If so requested and as part of this bid the following information in duplicate:

(a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
(b) Descriptive literature of item offered, for evaluation.

18. ADDITIONAL INFORMATION:
Workmanship must meet with the approval of the department head involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion, may be rejected and shall be made good by the contractor at his own expense.

19. HOLD HARMLESS:
The successful bidder to whom the bid is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

20. BID VALIDITY:
This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom the bid has not been awarded may withdraw his by serving written notice of his intention to do so upon the Clerk of the County Legislature. Upon withdrawal of the bid pursuant to this paragraph, the County will forthwith return the bidder's security deposit.

21. CONTRACT INTEREST:
No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

22. OTHER CUSTOMERS:
Prices charged to Cattaraugus County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the County.

23. PRICE IS FIRM:
The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

24. BIDDER AFFIRMATION:
In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations, or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

25. INSURANCE:
The Successful Bidder shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(G)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The Successful Bidder shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the Successful Bidder prior to performing pursuant to this Agreement or receiving payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder with its bid submittal.**

26. STATE CONTRACTS:
The County reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the County to do so.

27. LITIGATION:
In the event any litigation shall arise from this contract, the laws of the State of New York shall control litigation, regardless of which party shall institute such action.

MINIMUM PRINTING SPECIFICATION FOR
2027 ENCHANTED MOUNTAINS ACTIVITIES GUIDE

General: If your printing company is interested in bidding on the 2027 ENCHANTED MOUNTAINS Activities Guide, with a fold out map, please review the following project description and minimum specifications sheets. ***Please note: There will be no need for prepress costs in this printing bid. All artwork will be delivered to the chosen printer as plate ready files set up to that printer's specifications. Final files will be supplied to printer's specs and ready to print. Printer must show one contract color proof before going to press.**

Cattaraugus County is planning to produce a multi-page travel guide, four colors throughout, with a foldout map. The guide must be printed in the United States. A 2026 copy of the guide can be sent to printer as a sample upon request.

If you have any questions regarding this invitation to bid, please contact Samantha Hayes at (716) 938-2307 or e-mail SLHayes@cattco.org.

Delivery Date Deadline: **Please include expected delivery date**

Quantity & Page Count: See next page

Size: 8 3/8"' x 10 7/8" Finished

Paper Stock: Please see Paper Options on next page.
Please supply paper sample with bid.

Foldout Map Insert for the middle of the Enchanted Mountains Activities Guide: 20" x 27;" Production size (with bleed) 20.25" W x 27.25" H. Folded in half, then half again, then half a third time to fold down to 6.6875" x 9.8125;" 70lb. gloss text, 4/4 color, trimmed and stitched in the center of the guide to be easily removed without ruining the integrity of both the guide and map insert.

Print: Four-color process and bleeds on all four sides throughout, spot, in-line gloss varnish on cover.

Binding: Fold, gather, saddle stitch, and trim to size – guide should be collated with map in center, interior and then cover.

Remarks: Blue line and match prints to be included.

Packaging: Pack in cartons **not to weigh more than 20 pounds, each carton should be LABELED with "2027 ENCHANTED MOUNTAINS ACTIVITIES GUIDE" and quantity of guides in the carton**. **Cartons must be packed to fit, no filler paper in top of carton**.

FOB: Cattaraugus County (zip code 14755) and 7 locations **(to zip codes 14131; 14468; 14701; 13607; 16652; 14094, 17545)** at no additional cost. **Bid to include delivery**. **Delivery is to arrive at our location (14755) between 9 a.m. and Noon.** A document describing the distribution instructions and amounts for each location can be obtained by printer, prior to bid, by emailing SLHayes@cattco.org.

Material Furnished by County: *Please note: There will be no need for prepress costs in this printing bid. All artwork will be delivered to the chosen printer as plate ready files set up to that printer's specifications. Files will be approved and ready to print. Printer must show one contract color proof before going to press.

BID SHEET

DELIVERY DATE: 2027 Enchanted Mountains Activities Guides will be delivered to distribution sites by agreed upon date. **Delivery cost is included in bid amount**. Liquidated damages of $50.00 charge per day will occur for each day that first shipment of guides are not delivered after agreed upon date.

2027 Enchanted Mountains Activities Guides will be 8 3/8" x 10 7/8", four-color; folded; gathered; saddle stitched; and trimmed to size. Options are for 56 pages including covers but not including inside map. Paper will be cover – 100# gloss text, #3 or #4 (please specify); inside pages - 45# gloss text, #3 or #4 (please specify).

Packed in cartons not to exceed a weight of 20 pounds, LABELED "2027 ENCHANTED MOUNTAINS ACTIVITIES GUIDE" with the quantity inside the box listed.

QUANTITY

GUIDE:

90,000 $_____ 100,000 $_____ 110,000 $_____

MAP MEASUREMENTS BELOW: is the amount that will be ADDED to the prices above according to the appropriate quantities.

Foldout Map Insert for the middle of the Enchanted Mountains Activities Guide: 20" x 27;" Production size (with bleed) 20.25" W x 27.25" H. Folded in half, then half again, then half a third time to fold down to 6.6875" x 9.8125;" 70lb. gloss text, 4/4 color, trimmed and stitched in the center of the guide to be easily removed without ruining the integrity of both the guide and map insert.

90,000 $_____ 100,000 $_____ 110,000 $_____

EXPECTED DELIVERY DATE: _____

_____ _____
NAME OF FIRM SIGNATURE

PRINT/TYPE NAME_____

_____ _____ _____
ADDRESS PHONE DATE

IF PAYMENT TO BE MADE TO OTHER THAN THE ABOVE NAMED COMPANY, PLEASE FILL IN COMPANY NAME AND ADDRESS HERE.

_____ _____
(NAME OF FIRM) (ADDRESS)

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and

No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(For use of individual bidder)
IN WITNESS WHEREOF, I _____, doing business under the style and name of _____at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this _____day of _____, 20____.

_____
Partnership Name

d/b/a_____

(For use of partnership bidder)
IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at _____on this _____day of _____20_____, by _____, one of the partners or co-partners of the partnership composed of _____and _____ doing business under the style, partnership, and firm name of _____ at _____.

_____
Partnership Name

By _____
Co-Partner

(For use of corporate bidder)
RESOLVED, that _____(name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ _____and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies, or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on _____day of _____, 20_____. Dated at _____ on this _____day of _____, 20 _____.

(SEAL OF THE CORPORATION) Secretary _____

Name of Bidder _____
By (Title) _____

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

PRINCIPAL OFFICE:
Street _____
City, State, Zip _____
Area Code _____Telephone _____

LOCAL OFFICE:
Street _____
City, State, Zip _____
Area Code _____ Telephone _____

CONTRACT TO BE SENT TO: Principal Office _____ Local Office _____

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York: Yes _____ No _____ Not Applicable _____)

TRADE NAMES: _____

NAMES AND ADDRESS OF PARTNERS:

_____

_____

_____

NAME, TITLE AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

Name : _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

BID FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE, LITTLE VALLEY, New York.

TO: Cattaraugus County Legislature, Little Valley, New York, hereinafter called the County.

The undersigned, desiring to interpose a bid to provide services for the Printing of the 2027 ENCHANTED MOUNTAINS Travel Guide with map insert, for Cattaraugus County Department of Economic Development, Planning and Tourism, does hereby accept all terms, conditions, and agreements contained and set forth in the Notice to Bidders, Instructions to Bidders, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take full payment therefore the bid prices set forth on the preceding specifications sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him, then the County may at its option, determine that the bidder has abandoned his right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

_____

_____

_____

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

_____

_____

_____

Authorized Signature and Title:

_____
Signature

_____
Title

_____
Date