

# LAKE GEORGE AREA

IN NEW YORK'S ADIRONDACKS  
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## AGENDA

WARREN COUNTY TOURISM DEPARTMENT

July 31, 2014

Committee Members:

E. Merlino, Chairman  
W. Kenny  
D. Dickinson  
R. Conover  
E. Wood  
R. Vanselow  
E. Frasier

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1. **COMMITTEE MEETING CALLED TO ORDER BY CHAIRMAN MERLINO**
2. **MOTION TO APPROVE May 29, 2014 MEETING MINUTES**
3. **RESOLUTION REQUESTS/ACTION ITEMS**
  - A. Printing Contract 2015 Warren County Travel Guide
  - B. Printing Contract 2015 Group Tour Planner
  - C. Printing Contract 2014-2015 Winter Activities Brochure
  - D. Authorize permission to apply to NYS for Tourism Promotion Matching Funds with amendment
4. **FOR YOUR INFORMATION – UPDATES**
  - A. Tourism Department – Kate Johnson
  - B. Group Tour – Tanya Brand
  - C. Creative – Peter Girard
5. **SALES/SPECIAL EVENT/CONVENTION REPORT**
  - A. Christina Curley, Lake George Regional Chamber of Commerce & CVB
6. **COUNCIL OF CHAMBERS UPDATE**
  - A. June 25, 2014 Supervisor Merlino and Tanya Brand
7. **OLD BUSINESS**
  - A. No Pending Items
8. **NEW BUSINESS**
  - A. Referral from Park Operations & Management: Gaslight Festival Space management/operational/ event funding needs
9. **ADJOURN**

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Tourism**

**DATE: 7/31/14**

- (a) Is this a Result of a Bid or Request for Proposal? **Yes**
- (b) Purpose of Contract: **to print 210,000 copies (52 pages + cover)  
2015 Warren County Travel Guide**
- (c) Name of Contractor: **Vanguard Printing, LLC**
- (d) Address of Contractor: **17 Hall Woods Road Ithaca, NY 14850**
- (e) Contractor's Contact Person and Telephone Number: **Tom Birch 607-351-9350**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **10/3/14**
- (h) Termination Date of Contract: **11/14/14**
- (i) Payment Provisions:
  - i) lump sum amount **\$47,021**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$47,021**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.6417 470; Contract; \$47,021****

Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

\*as listed in budget and LOGOS

**NAME AND ADDRESS OF BIDDERS**

BID NO: WC 46-14 ITEM(S): 2015 WARREN COUNTY TRAVEL GUIDE PRINTING DATE: JULY 24, 2012 TIME: 3:00 P.M.	Walsworth Publishing Company, Inc. Attn: Bryan Auerbury 306 N. Kansas Avenue Marceline, MO 64658 Ph: 660-376-3543 x3490 Fx: 660-258-2141	VanGuard Printing, LLC. Attn: Tom Birch 17 Hall Woods Road Ithaca, NY 14850 Ph: 607-351-9350 Fx: 607-273-0846	Kenyon Press, Inc. Attn: Paul DeMarco One Kenyon Press Drive Sherburne, NY 13460 Ph: 607-674-9066 Fx: 607-674-4952	The Offset House, Inc. Attn: Timothy Bird 89 Sand Hill Road Essex, VT 05451 Ph: 802-764-4013 Fx: 802-879-4865	Staples Contract & Commercial, Inc. Attn: Jeff Crump 500 Staples Drive Framingham, MA 01702 Ph: 402-898-6200 Fx: 402-898-6204
DESCRIPTION OF ITEM	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE
AWARDED TO:  JULIE A. PACYNA, PURCHASING AGENT	RESOLUTION NO. OF 2014				
200,000 COPIES FOR ALL 52-PAGES +COVER	\$45,726.00	\$45,308.00	\$46,904.00	\$49,285.00	\$57,240.00
200,000 COPIES FOR ALL 56-PAGES +COVER	\$46,504.00	\$47,486.00	\$49,348.00	\$51,430.00	\$59,753.68
210,000 COPIES FOR ALL 52-PAGES +COVER	\$47,362.00	\$47,021.00	\$49,054.00	\$51,370.00	\$59,566.32
210,000 COPIES FOR ALL 56-PAGES +COVER	\$48,216.00	\$49,308.00	\$51,430.00	\$53,630.00	\$62,206.52
Samples Included:	Yes	Yes	Yes	Yes	Yes
Comments:					

NAME AND ADDRESS OF BIDDERS					
BID NO: WC 46-14 ITEM(S): 2015 WARREN COUNTY TRAVEL GUIDE PRINTING DATE: JULY 24, 2012 TIME: 3:00 P.M.	Ceruveco Company Attn: Russ Fisher 1991 Northampton Street Easton, PA 18042 Ph: 610-250-7309 Fx: 610-250-7202	McQuiddy Classic Printing Co. Attn: Bart King 711 Spence Lane Nashville, TN 37217 Ph: 615-742-7542	Quad/Graphics, Inc. Attn: Ed Sheehan N61 W23044 Harry's Way Sussex, WI 53089 Ph: 732-530-2847		
DESCRIPTION OF ITEM	BID PRICE	BID PRICE	BID PRICE		
200,000 COPIES FOR ALL 52-PAGES +COVER	\$56,535.00	\$66,125.00	\$71,079.28		
<del>200,000 COPIES FOR ALL 56-PAGES +COVER</del>	<del>\$60,102.00</del>	<del>\$68,026.00</del>	<del>\$75,282.19</del>		
210,000 COPIES FOR ALL 52-PAGES +COVER	\$58,530.00	\$69,118.00	\$74,248.10		
<del>210,000 COPIES FOR ALL 56-PAGES +COVER</del>	<del>\$62,924.00</del>	<del>\$71,760.00</del>	<del>\$76,559.56</del>		
Samples Included:	Yes	Yes	Yes		Yes
Comments:					

SPECIFICATION: WC 46-14

ITEM: WARREN COUNTY TRAVEL GUIDE PRINTING

DATE: JULY 24, 2014

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL.

SPECIFICATIONS

BID PROPOSAL

PROPOSAL OF: VANGUARD PRINTING, LLC  
COMPANY NAME

TO: Julie Pacyna, Purchasing Agent  
Warren County Human Services Building  
1340 State Route 9  
Lake George, New York 12845

The attached bid shall be delivered Not later than July 24, 2014, 3:00 p.m., with original signatures, to the above address. On outside of envelope please write "Travel Guide Printing Bid".

The undersigned has carefully examined the "Notice to Bidders" and the specifications and hereby proposes to deliver the following as per specifications.

2015 WARREN COUNTY TRAVEL GUIDE PRINTING - TOTAL BID PRICE (including shipping costs)

- 200,000 copies for 52-page inside and 4-page cover: \$ 45,308
- 200,000 copies for 56-page inside and 4-page cover: \$ 47,486
- 210,000 copies for 52-page inside and 4-page cover: \$ 47,021
- 210,000 copies for 56-page inside and 4-page cover: \$ 49,308

NOTE: Bids MUST be expressed in U.S. dollars and are to include all custom duties and charges, if applicable.

YOU MUST SUBMIT YOUR BID ON THIS BID FORM.

DO NOT FORGET TO INCLUDE YOUR DUMMIES WITH YOUR BID.

DUMMIES MUST REACH THE PURCHASING OFFICE BY THE BID DEADLINE.

DATE: 7/21/14 FEDERAL ID#: 20-5976547

NAME OF FIRM: VANGUARD PRINTING, LLC

BUSINESS ADDRESS: 17 HALL WOODS RD, 1 TIAORA NY 14850

SIGNATURE OF BIDDER: [Signature] TITLE: DIRECTOR REGIONAL SALES

NAME OF BIDDER (PRINTED): THOMAS BIRCH

EMAIL ADDRESS OF BIDDER: tbirch@vanguardprintingllc.com

TELEPHONE: 607-357-9350 FAX: 607-273-0840

The attached Bidder Certification, Iran Divestment Act and Corporate Resolution (if applicable) must be completed and signed and made a part of this bid proposal.

The vendor hereby certifies that there are no Federal or State taxes included in the bid price and that he/she is an authorized representative of the company submitting this bid.

SPECIFICATION: WC 46-14

ITEM: WARREN COUNTY TRAVEL GUIDE PRINTING

DATE: JULY 24, 2014

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL.

SPECIFICATIONS

CERTIFICATION

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 196, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (a) 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:
  - (1) 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;
  - (2) 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 competitor; and
  - (3) 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.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

VANGUARD PRINTING, LLC  
Individual Bidder

\_\_\_\_\_  
Co-Partnership

By [Signature]  
Partner  
Corporation

By \_\_\_\_\_  
President

SPECIFICATION: WC 46-14

ITEM: WARREN COUNTY TRAVEL GUIDE PRINTING

DATE: JULY 24, 2014

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL.

SPECIFICATIONS

CORPORATE RESOLUTION

RESOLVED that THOMAS BIRCH  
(Name)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:

WC 46 14 WARREN COUNTY TRAVEL GUIDE  
(Title of Project)

and to include in such Bid 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 of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_

VANGUARD PRINTING, LLC Corporation at a meeting of its Board of Directors held on the 21 Day of July, 2014, and is still in force and effective on this 3 Day of NOVEMBER, 2014.

by: [Signature]  
SECRETARY  
(Signature)

(SEAL OF CORPORATION)

SPECIFICATION: WC 46-14

ITEM: WARREN COUNTY TRAVEL GUIDE PRINTING

DATE: JULY 24, 2014

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING, 3<sup>RD</sup> FL.

SPECIFICATIONS

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

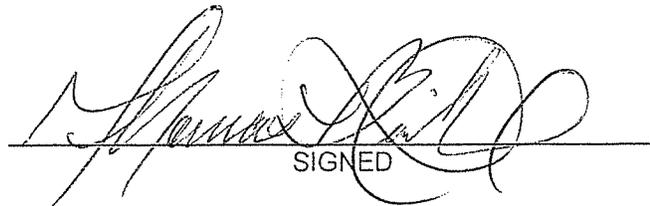
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, THOMAS BIRCH, being duly sworn, deposes and says that he/she is the DIRECTOR OF REGIONAL SALES of the VAUGLIARD PRINTING, LLC

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

  
SIGNED

SWORN to before me this

21 day of July

2014

Notary Public: Dianne M Burke

DIANNE M BURKE  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BU6285453  
Qualified in Tompkins County  
My Commission Expires July 08, 2017

WARREN COUNTY PURCHASING DEPARTMENT

1340 STATE ROUTE 9  
LAKE GEORGE, NY 12845  
Telephone: (518) 761-6538  
Fax: (518) 761-6395



Julie A. Pacyna, Purchasing Agent  
Jason M. Shpur, Deputy Purchasing Agent  
Danielle M. Parker, Purchasing Assistant

MEMO

TO: All Prospective Bidders  
FROM: Jason M. Shpur, Deputy Purchasing Agent  
DATE: July 8, 2014  
SUBJECT: ADDENDUM #1: WC 46-14 - 2015 WARREN COUNTY TRAVEL GUIDE PRINTING

Please sign and return the following to our office with your proposal:

I, THOMAS BIRCH, of  
VANGUARD PRINTING, LLC (Company) have received the following  
addendum and will include it with the above quote.

**Addendum #1:**

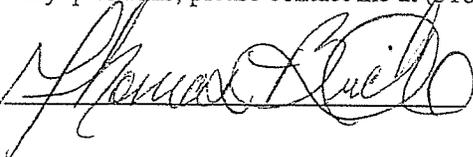
The following change shall be included as part of the above referenced specifications.

The specifications for the Warren County Travel Guide COVER have been changed to 100 lb. Gloss Text, #3 Grade.

The INSIDE specifications remain the same.

All other terms and conditions of the bid shall remain the same.

If you have any questions, please contact me at (518) 761-6531 or [shpurj@warrencountyny.gov](mailto:shpurj@warrencountyny.gov)

Signature: 

Date: July 15 2014

# ***RESOLUTION REQUEST FORM NO. 3***

## ***Request for New Contract***

**DEPARTMENT NAME: Tourism**

**DATE: 7/31/14**

- (a) Is this a Result of a Bid or Request for Proposal? **Yes**
- (b) Purpose of Contract: **to print 3,000 copies (24 pages + cover)  
2015 Warren County Group Travel Planner**
- (c) Name of Contractor: **Fort Orange Press**
- (d) Address of Contractor: **11 Sand Creek Road Albany, NY 12205**
- (e) Contractor's Contact Person and Telephone Number:  
**Gregory S. Desidoro 518-489-3233**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **9/26/14**
- (h) Termination Date of Contract: **10/31/14**
- (i) Payment Provisions:
  - i) lump sum amount **\$2,630**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$2,630**
  - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\* and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and Amount: **A.6417 470; Contract; \$2,630****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

**WARREN COUNTY PURCHASING**

**WRITTEN/FAX PROPOSAL SUMMARY**

**PLEASE SUMMARIZE ACQUIRED WRITTEN PROPOSALS *ON THIS FORM***

(Purchasing Department MAY request back-up at any time.)

**PUBLIC WORKS \$2,001.00 - \$7,000.00**

**PUBLIC WORKS \$7,001.00 - \$13,000.00**

Department Tourism Date July<sup>24</sup>, 2014 3:00 PM

Item: Group Travel Planner 2015 - 3,000 copies (Budget = \$4,000)

Please print or type and submit with Purchase Order.

Public Works: Remember to include *prevailing wage rates* wherever applicable.

Vendor Name, Vendor rep, Phone #, City INSURANCE?	# Days Price held? References? Available when?	Price? Any Other Costs? Equipment? Warranty?		
✓ Vendor # 1 Benchmark Printing, Inc. Carl Roser PO Box 1031 Schenectady, NY 12301 518-393-1361		<u>20</u> 2944	<u>24</u> 3087	<u>28</u> 3454
✓ Vendor #2 Courier Printing Corp. Stacey Hanrahan 24 Laurel Bank Ave. Deposit, NY 13754		<u>20</u> 2993	<u>24</u> 3173	<u>28</u> 3051
✓ Vendor #3 Fort Orange Press 11 Sand Creek Road Albany, NY 12205		<u>20</u> 2596	<u>24</u> 2630	<u>28</u> 3096
✓ Vendor #4 Graphic Images, Inc. Leigh Danenberg 561 Boston Post Road Milford, CT 06460		<u>20</u> 2800	<u>24</u> 3100	<u>28</u> 3500
Vendor #5 TransContinental Printing Mario LaChance 2850 Jean Perrin St. Quebec, QC G2C 2C8	no bid	<u>20</u> <del>          </del>	<u>24</u> <del>          </del>	<u>28</u> <del>          </del>
✓ Vendor # 6 Vanguard Printing Attn: Tom Birch 11 Hall Woods Rd Ithaca, NY 14850		<u>20</u> 3566.30	<u>24</u> 3836.04	<u>28</u> 4499.14

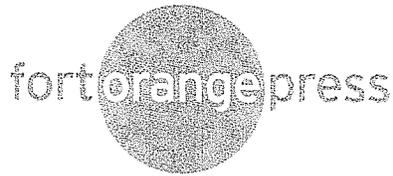
✓ Vendor # 7  
Offset House  
Attn: Tim Bird  
PO Box 8329  
Essex, VT 05451-8329

20

24

28

3009- 4058- 4796-



7.21.14

Quotation # 138454

Warren County Municipal Center  
Tourism Department  
1340 State Route 9  
Lake George, NY 12845  
Attn: Tanya Brand

Dear Tanya,

Thank you for the opportunity to submit a proposal for your upcoming 2014 Tour Planner, per the following specifications.

Title: 2014 Warren County Tour Planner  
Quantity: 3000  
Pages: 20 Page + Cover 24 Page + Cover Or 28 Page + Cover  
Stock: 60# Flo Coated Text + 80# Flo Gloss Cover (FSC)  
Size: Flat 11 X 17  
Finished 8.5 X 11  
Ink: 4CP 4/4 Full Bleed (Soy Based Inks)  
File: From Supplied File  
Proof: Hi-Res Color and Digital Blue  
Finish: Saddle-Stitch  
Schedule: As Per Bid Specification  
Delivery: FOB Lake George NY 12845-9803

Quantity/ Price	3000
20 Page + Cover	\$2596.00
24 Page + Cover	\$2630.00
28 Page + Cover	\$3096.00

The proposal is based on the above specifications that conforms to the layout or specifications you provided. Please let me know if you have any questions or concerns as you review.

Greg Desidoro

2015 WARREN COUNTY GROUP TRAVEL PLANNER – PRINTING

REQUEST FOR QUOTATION

REPLY DATE: JULY 24, 2014                      TIME: 3:00 PM TOURISM DEPT. MUNICIPAL CENTER

ON OUTSIDE OF RESPONSE ENVELOPE WRITE "GROUP TRAVEL PLANNER BID ENCLOSED"

DETAILED SPECIFICATIONS

A copy of the 2014 Group Travel Planner is Enclosed for Reference Purposes Only.

ITEM:                      PRINTING of 2015 Group Travel Planner

QUANTITY:      3,000: Quote covers with 20, 24, and 28 inside pages

DUE DATES:

September 26, 2014:    Materials uploaded to ftp site of successful bidder.

October 1, 2014      :    4-color covers and color proof copies of each page prepared by printer delivered  
to Warren County Tourism Department.

October 6, 2014      :    Proofs returned to printer.

October 27, 2014     :    Finished books delivered to Warren County Tourism Department.

INK: All inside pages of 2015 planner to be printed in full color, bleed.

Cover: inside and outside, 4-color, bleed.

Finished size:    8 ½" x 11", saddle stitched.

PAPER: COVER: 80 lb. Gloss cover or equivalent (All samples MUST BE INCLUDED WITH YOUR PROPOSALS AND LABELED ACCORDINGLY.)

INSIDE – 60 lb. Gloss Test, #3 grade (All samples MUST BE INCLUDED WITH YOUR PROPOSAL AND LABELED ACCORDINGLY.)

PAPER SAMPLES AND WORKING DUMMIES MUST BE INCLUDED WITH PROPOSAL AND MUST BE LABELED. (COVERS PLUS 20, 24, AND 28 INSIDE PAGES), 3 SAMPLES IN ALL.

PACKAGING: Package in marked cartons weighing maximum 20 pounds each. Package same number of pieces per carton. Cartons to be labeled.

DELIVERY: Delivery shall be included with proposal price. Delivery FOB destination freight prepaid, Warren County Municipal Center 1340 State Route 9 Lake George, NY 12845

**TWO DAYS NOTICE OF DELIVERY DATE AND TIME MUST BE GIVEN TO SUE TUCKER OF THE TOURISM DEPT BY CALLING 518- 761-6366. Boxes to be hand unloaded from truck and to include inside delivery. Delivery to be made between 8:00 AM and 1:00 PM only. Engine must be turned off.**

**PENALTY: \$250.00 per business day beyond deadline.** All discs, pre-press work etc. are property of Warren County and must be returned upon completion of printing and delivery. Payment cannot be made until returned.

**AWARD:** Based on lowest proposal price as well as samples given, meeting paper weight in specifications provided.

**QUESTIONS:** Any questions relative to these specifications shall be made to Tanya Brand, 518-761-6575.

## ***RESOLUTION REQUEST FORM NO. 3***

### ***Request for New Contract***

**DEPARTMENT NAME: Tourism**

**DATE: 7/31/14**

- (a) Is this a Result of a Bid or Request for Proposal? **Yes**
- (b) Purpose of Contract: **to print 60,000 copies 2014/2015  
Winter Events Brochure**
- (c) Name of Contractor: **Vanguard Printing, LLC**
- (d) Address of Contractor: **17 Hall Woods Road Ithaca, NY 14850**
- (e) Contractor's Contact Person and Telephone Number: **Tom Birch 607-330-7148**
- (f) Has or will the Contract be provided, if so, please attach: **No**
- (g) Commencement Date of Contract: **8/26/14**
- (h) Termination Date of Contract: **9/30/14**
- (i) Payment Provisions:
  - i) lump sum amount **\$3,667.45**
  - ii) hourly rate amount
  - iii) total amount not to exceed **\$3,667.45**
  - iv) how will payments be made (i.e. monthly, quarterly,  
upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title\*  
and Amount: **OR Capital Project OR Capital Reserve Project Number, Title, and  
Amount: **A.6417 470; Contract; \$3,667.45****

**Sample: A.1010 470 Legislative Board – Contract \$xx.xx  
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx**

\*as listed in budget and LOGOS

**WARREN COUNTY PURCHASING**

**WRITTEN/FAX PROPOSAL SUMMARY**

**PLEASE SUMMARIZE ACQUIRED WRITTEN PROPOSALS ON THIS FORM**

(Purchasing Department MAY request back-up at any time.)

PUBLIC WORKS \$2,001.00 - \$7,000.00

PUBLIC WORKS \$7,001.00 - \$13,000.00

Department	Tourism	Date	7/24/14 3:00 PM
Item:	2014/2015 WINTER EVENTS BROCHURE		Budget: 4,969

Please print or type and submit with Purchase Order.  
 Public Works: Remember to include *prevailing wage rates* wherever applicable.

Vendor Name, Vendor rep, Phone #, City INSURANCE?	# Days Price held? References? Available when?	Price? Any Other Costs? Equipment? Warranty?												
✓ Vendor # 1 Benchmark Printing, Inc. PO Box 1031 Schenectady, NY 12308 Attn: Carl Roser 518-393-1361		<table> <tr> <td><u>55,000</u></td> <td><u>60,000</u></td> <td><u>65,000</u></td> </tr> <tr> <td>3514-</td> <td>3750-</td> <td>3900-</td> </tr> </table>	<u>55,000</u>	<u>60,000</u>	<u>65,000</u>	3514-	3750-	3900-						
<u>55,000</u>	<u>60,000</u>	<u>65,000</u>												
3514-	3750-	3900-												
✓ Vendor #2 Digital Xpress 5 Sand Creek Rd. Albany, NY 12205 Attn: Jack Casson 518-438-7817		<table> <tr> <td><u>55,000</u></td> <td><u>60,000</u></td> <td><u>65,000</u></td> </tr> <tr> <td>5,294-</td> <td>5722-</td> <td>6149-</td> </tr> </table>	<u>55,000</u>	<u>60,000</u>	<u>65,000</u>	5,294-	5722-	6149-						
<u>55,000</u>	<u>60,000</u>	<u>65,000</u>												
5,294-	5722-	6149-												
✓ Vendor #3 Offset House PO Box 8329 Essex, VT 05451-8329 Attn: Tim Bird fax 802-879-4865 802-878-4440		<table> <tr> <td><u>55,000</u></td> <td><u>60,000</u></td> <td><u>65,000</u></td> </tr> <tr> <td>3691-</td> <td>4021-</td> <td>4199-</td> </tr> </table>	<u>55,000</u>	<u>60,000</u>	<u>65,000</u>	3691-	4021-	4199-						
<u>55,000</u>	<u>60,000</u>	<u>65,000</u>												
3691-	4021-	4199-												
✓ Vendor # 4 Fort Orange Press 11 Sand Creek Road Albany, NY 12205 Attn: Daniela Corvalan 518-489-3233		<table> <tr> <td><u>55,000</u></td> <td><u>60,000</u></td> <td><u>65,000</u></td> </tr> <tr> <td>3915-</td> <td>4220-</td> <td>4474-</td> </tr> </table>	<u>55,000</u>	<u>60,000</u>	<u>65,000</u>	3915-	4220-	4474-						
<u>55,000</u>	<u>60,000</u>	<u>65,000</u>												
3915-	4220-	4474-												
✓ Vendor #5 Kenyon Press 1 Kenyon Press Drive Sherburne, NY 13460 Attn: Paul DeMarco 607-674-9066 x245		<table> <tr> <td><u>55,000</u></td> <td><u>60,000</u></td> <td><u>65,000</u></td> </tr> <tr> <td>3781-</td> <td>402-</td> <td>4287-</td> </tr> </table>	<u>55,000</u>	<u>60,000</u>	<u>65,000</u>	3781-	402-	4287-						
<u>55,000</u>	<u>60,000</u>	<u>65,000</u>												
3781-	402-	4287-												
✓ Vendor #6 Vanguard Printing Attn: Tom Birch 11 Hall Woods Rd Ithaca, NY 14850 607-330-7148		<table> <tr> <td><u>55,000</u></td> <td><u>60,000</u></td> <td><u>65,000</u></td> </tr> <tr> <td>2747.43</td> <td>2952.45</td> <td>3137.67</td> </tr> <tr> <td>657.-</td> <td>715.-</td> <td>766.-</td> </tr> <tr> <td><u>3404.43</u></td> <td><u>3667.45</u></td> <td><u>3903</u></td> </tr> </table>	<u>55,000</u>	<u>60,000</u>	<u>65,000</u>	2747.43	2952.45	3137.67	657.-	715.-	766.-	<u>3404.43</u>	<u>3667.45</u>	<u>3903</u>
<u>55,000</u>	<u>60,000</u>	<u>65,000</u>												
2747.43	2952.45	3137.67												
657.-	715.-	766.-												
<u>3404.43</u>	<u>3667.45</u>	<u>3903</u>												

Handwritten summary box containing totals for Vendor #6: 3404.43, 3667.45, 3903.



Estimate: TM-36239

Julie Pacyna  
Warren County  
1340 State Route 9  
Lake George, NY 12845

July 23, 2014  
Tom Birch - Sales Representative  
**PRINTING PROPOSAL**  
SUBJECT TO THE TERMS AND CONDITIONS  
EXPLAINED ON PAGE 3 OF THIS DOCUMENT

Phone: 518-761-6538  
Fax:

We are pleased to submit the following quote as requested, based on the specifications provided.

**Description:**

**Title:** Winter Events Brochure 2014-2015

**Quantity:** 55000 - 60000 - 65000

**Pages:** 6pp/3 panel Roll Fold Brochure

**Size:** 8.5 x 10.875

**Stock:** 60# Text #3 Gloss

**Note:** Surplus tonnage resulting from changes in quantity or specifications will be invoiced.

**Inks:** 4cp / 4cp,

**Note:** All ink based on medium ink coverage.

**Proofs:** One set of High-res digital contract color proofs and One set of Low-res digital proofs in book form for all pages

**Binding:** Trim and fold

**Packaging:** Shrinkwrap in bundles of 100, pack in "CW" Carton not to exceed 20 lbs, on skids

**Freight Charge Listed on Page 2 of Quote Letter.**

**Note:** Customer to supply PDF files with all elements in position. Note that if files are provided other than PDF, additional charges will apply at \$4.50/color/page. Author alterations, \$120 minimum.

Quantity	55,000	60,000	65,000
Price	\$2,747.43	\$2,952.45	\$3,137.67
Price per Additional 1000	\$38.21	\$38.45	\$38.34

Please refer to page 2 for additional charges.

**Over/Under Allowances:**

Up to 9,999 copies - 5% of print order

10,000 to 24,999 copies - 4% of print order

25,000 to 49,999 copies - 3% of print order

50,000 to 99,999 copies - 2% of print order

100,000 to 500,000 copies - 1% of print order

Over 500,000 copies - 1/2% of print order

**Note:** If you specify no overrun, the Under Allowance will be twice the Over Allowance specified above.

**Additional:**

Estimated freight requiring inside delivery with liftgate Lake George, NY 12845

Because of substantial fluctuations in freight costs caused by rising fuel costs freight will be re-quoted at the time of shipment. The pricing above is solely a current spot price used for estimating purposes and may or may not be valid at time of shipment.

55M \$657

60M \$715

65M \$766

Because of substantial fluctuations in freight costs caused by rising fuel costs freight will be re-quoted at the time of shipment. The pricing above is solely a current spot price used for estimating purposes and may or may not be valid at time of shipment.

**Prices:**

All paper prices are based on current cost and availability. Prices at the time of shipment from the mill will prevail. The labor and overhead portion of this quotation are valid for 30 days from the date of issue. Upon acceptance, the manufacturing pricing will be in effect for one year from the date of acceptance.

**Terms of payment:**

Net 30 days regardless of release dates, subject to credit approval. The prices presented are cash prices and as per the attached Terms and Conditions payment is due in cash (check). Any cost incurred by Vanguard Printing LLC to process payments other than cash will be added to Customer's printing invoice or billed separately.

If you have any questions or need additional information, please feel free to call. Thank you for the opportunity to serve you.  
Sincerely,

*Tom Birch*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

*This quote will not be accepted by Vanguard Printing if signed by anyone other than the addressee.*

Warren County

1340 State Route 9  
Lake George, NY 12845

Estimate: TM-36239

Vanguard Printing, LLC  
TERMS AND CONDITIONS - Revised 10/6/07

ALL PRICING is based upon availability and current cost of paper. Price at time of delivery from mill will prevail. Delivery schedule to be mutually agreed upon. THE ATTACHED PRINTING PROPOSAL (PROPOSAL) IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE.

OUR ACCEPTANCE is limited to the terms and conditions appearing on both pages of this document. Any acknowledgement or acceptance which contains terms, conditions, specifications, or warranties which are in addition to or inconsistent with these terms and conditions and the PROPOSAL (which additions and/or inconsistencies are hereby specifically objected to) will be considered a counter-offer and will not be binding unless agreed to in a separate writing by the Printer. A PROPOSAL not accepted within thirty (30) days from the date of issue is subject to review. Accepted PROPOSALS cannot be cancelled except upon terms that will compensate Printer against loss, which in no event will be less than ten percent (10%) of the price stated on the front side of this Proposal. Printer reserves the right to reject any accepted PROPOSAL within five (5) days after receipt of complete copy and specifications, without liability.

EXPERIMENTAL WORK performed at Customer's request such as sketches, drawings, composition, plates, presswork and materials will be charged for at current rates and may not be used without the consent of the Printer.

PREPARATORY WORK: Sketches, copy, dummies and all preparatory work created or furnished by the Printer, shall remain its exclusive property and no use of same shall be made, nor any ideas obtained there from be used, except upon compensation to be determined by the Printer in its sole discretion.

FILES: Estimates are based on receipt of certified PDF digital files. The condition of the files that deviate from this standard are subject to review and additional costs due such deviations shall be charged to the Customer.

PREPARATORY MATERIALS: Artwork, type, plates, negatives, positives and other items when supplied by the Printer shall remain its exclusive property unless otherwise agreed in writing.

ALTERATIONS: Alterations represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request.

PROOFS: shall be submitted with original copy. Corrections are to be made on the "master set" and returned marked "O.K." or "O.K. ith corrections" and signed by Customer. If revised proofs are desired, request must be made when proofs are returned. Printer regrets any errors that may occur through production undetected, but cannot be held responsible for errors if the work is printed per Customer's O.K. or if changes are communicated verbally. Printer shall not be responsible for errors if the Customer has not ordered or has refused to accept proofs or has failed to return proofs with indication of changes, or has instructed Printer to proceed without submission of proofs. This Proposal does not include proofreading, and the Printer is not responsible for any loss incurred by reason of errors.

COLOR PROOFING: Because of differences in equipment, paper, inks and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute acceptable delivery. Special inks and proofing stocks will be forwarded to Customer's suppliers upon request at current rates.

OVERRUNS OR UNDERRUNS: Overrun and underrun allowances are presented on the PROPOSAL and the agreed upon allowances shall constitute acceptable delivery. Printer will bill for actual quantity delivered within this tolerance. If Customer requires guaranteed "no less than" delivery, the percentage tolerance of overage must be doubled.

CUSTOMER'S PROPERTY: The Printer will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the Customer, while such property is in the Printer's possession. Printer's liability for such property shall not exceed the amount recoverable from such insurance.

DELIVERY: Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. local Customer's place of business, or F.O.B. Printer's platform for out-of-town Customer's. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Charges related to delivery from Customer to Printer, or from Customer's supplier to Printer are not included in any quotations unless specified. Special priority pickup or delivery service will be provided at current rates upon Customer's request. Materials delivered from Customer or its suppliers are verified with delivery ticket as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and Printer cannot accept liability for shortage based on Supplier's tickets. Title for finished work shall pass to the Customer upon delivery, to carrier at shipping point, or upon mailing of invoices for finished work, whichever occurs first.

PRODUCTION SCHEDULES: Production schedules will be established and adhered to by Customer and Printer, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, action of government or civil authority and acts of God or other causes beyond the control of Customer or Printer. Where production schedules are not adhered to by Customer, final delivery date will be established by Printer at its sole discretion. Printer may terminate its production without liability in the event the Customer ceased to conduct business operations, becomes insolvent, or is subject to any bankruptcy or insolvency proceedings. In the event of a bankruptcy proceeding by the Customer, these Terms and Conditions along with the PROPOSAL shall be considered an executory contract, and Printer may suspend performance unless and until Terms and Conditions along with the PROPOSAL is assumed by the trustee.

CUSTOMER FURNISHED MATERIALS: Paper stock, camera copy, film, color separations and other furnished materials shall be manufactured, packed and delivered to Printer's specifications. Additional cost due to delays or impaired production caused by specification deficiencies shall be charged to the Customer.

TERMS: Payment shall be net cash thirty (30) days from date of invoice unless otherwise agreed upon in writing. Payment for related freight costs are due upon receipt. Printer may declare all unpaid balances immediately due and owing upon Customer's failure to make payment upon this or any other Agreement. Customer shall make written claims for defects, damages or shortages within thirty (30) days after delivery. Failure to make such claims within the stated period shall constitute irrevocable acceptance, and an admission that Customer has fully inspected the goods, and that the goods fully comply with all terms, conditions, and specifications. In all Cases, Printer's liability shall be limited to the stated selling price of any defective goods, and shall in no event include incidental, special or consequential damages, including profits (or profits lost). All amounts remaining unpaid shall be subject to interest at the rate of eighteen percent (18%) per annum from the date payment is due. As security for payment of any sums due or to become due under the terms of this or any other agreement, the Printer shall have the right, if necessary, to retain possession of an shall have a lien on all Customer property in Printer's possession, including work in process, finished work, and Customer supplied materials. The extension of credit or the acceptance of notes, trade acceptances or guarantees of payment shall not affect such security interest or lien. The Customer shall be responsible for all costs, expenses and attorney's fees incurred by Printer in enforcing its rights under these Terms and Conditions along with the PROPOSAL.

INDEMNIFICATION: The Customer may not assign its rights or delegate its duties under these Terms and Conditions along with the PROPOSAL, and any attempted assignment or delegation shall be void.

WAIVER: No waiver by Printer of any of the terms of these Terms and Conditions along with the PROPOSAL shall operate to relieve Customer from responsibility for any prior or subsequent breach under this Agreement. Printer's failure to insist upon strict performance shall not constitute a waiver of any terms of these Terms and Conditions along with the PROPOSAL.

SET-OFF: Customer waives its right of set-off of any amount owing at any time from Customer to Printer, against any amount payable at any time from Printer to Customer.

APPLICABLE LAW/VENUE: Unless otherwise agreed in writing these terms and conditions contained herein shall be governed by the laws of New York State, except its conflict of laws rules shall not be used to apply the law of some other jurisdiction. Any disputes or claims arising under this Agreement shall only be venued in a court having competent jurisdiction located in Tompkins County, New York, and the Customer hereby consents to jurisdiction of such court, and waives any and all objections thereto. Customer hereby waives its rights to a trial by jury. Customer agrees and consents that service of process upon it for all purposes may be effected by mailing a copy thereof by registered or certified mail, postage prepaid, to Customer at the address set forth herein, or at such other address of which he Printer shall have received prior written notice.

# **RESOLUTION REQUEST FORM NO. 20**

## **MISCELLANEOUS**

***\*Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.  
Please attach any backup information available and be as detailed as possible.***

**DEPARTMENT NAME:** Tourism

**DATE:**

- (a) Purpose of Request: **to authorize submission to NYS Dept. of Economic Development for Matching Funds for tourism promotion**
- (b) Details: **See attached; change to ongoing**
- (c) Previous Resolution Number: ~~479~~ **447** of 2012 **3**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title\* and Amount:

**Sample: A.8021 470 Planning & Community Development – Contract**

\* as listed in budget and LOGOS

447

# Warren County Board of Supervisors

RESOLUTION NO. 479 OF 2012

2013

Resolution introduced by Supervisors Merlino, Kenny, Dickinson, Strainer, Conover, Wood and Vanselow

**AUTHORIZING APPLICATION TO EMPIRE STATE DEVELOPMENT FOR  
MATCHING FUNDS FOR PROMOTION OF TOURISM**

WHEREAS, Empire State Development is empowered to approve applications from local governments for matching funds to be used for promoting tourism therein, and

WHEREAS, the Warren County Tourism Director and Tourism Committee, have recommended that an application for such funds be submitted to Empire State Development for matching funds up to the amount appropriated therefore within the New York State budget, now, therefore, be it

RESOLVED, that the Warren County Tourism Director be, and hereby is, authorized and directed to submit an application to Empire State Development, Tourism Matching Funds Program, N.Y.S. Division of Tourism, 625 Broadway, Albany, New York 12245, Attn: Matching Funds Program Director, for matching funds up to the amount appropriated therefore within the New York State budget, to be used for the promotion of tourism in Warren County, *on a yearly basis, without further need of resolution* and be it further

RESOLVED, that said Catherine Johnson, Tourism Director, is hereby named Project Director in relation thereto, and be it further

RESOLVED, that the Warren County Board of Supervisors hereby certifies to Empire State Development that both the County of Warren and the Tourism Department hereof have been in existence for more than three (3) years, and be it further

RESOLVED, that upon notification by Empire State Development of the award of such grant, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute and deliver such grant agreement and any other forms as may be required for the acceptance of said funds, in the form approved by the County Attorney.