

LAKE GEORGE AREA

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AGENDA

WARREN COUNTY TOURISM DEPARTMENT

February 3, 2012

Committee Members:

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

1. **COMMITTEE MEETING CALLED TO ORDER BY CHAIRMAN MERLINO**
2. **MOTION TO APPROVE December 5, 2011 MEETING MINUTES**
3. **WELCOME NEW SUPERVISOR'S & RETURNING SUPERVISORS SERVING ON THE TOURISM COMMITTEE**
4. **RESOLUTION REQUESTS/ACTION ITEMS**
 - A. Resolution Request – Printing 2012 Summer Rates, Dates & Events Brochure
 - B. Transfer of Funds to cover EPO Co-Pay
 - C. Resolution Request - Ratify signature Kate Johnson
 - D. Resolution Request - enter into and execute agreements with various vendors or contractors regarding services required from time to time by the Warren County Tourism Dept, provided any one of the such agreements does not exceed \$2,000.
5. **FOR YOUR INFORMATION – UPDATES**
 - A. Tourism Department – Kate Johnson
 - B. Group Tour – Tanya Brand
 - C. Creative – Peter Girard
6. **SALES/SPECIAL EVENT/CONVENTION REPORT**
 - A. Michael Consuelo, Lake George Regional Chamber of Commerce & CVB
7. **COUNCIL OF CHAMBERS UPDATE**
 - A. No meeting in January
8. **OLD BUSINESS**
 - A. No Pending Items
9. **NEW BUSINESS**
 - A. Feedback/comments/insight/observation on your local tourism industry
 1. Supervisor Strainer, Queensbury
10. **ADJOURN**

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Tourism

DATE: 2/3/12

(a) Is this a Result of a Bid or Request for Proposal? Yes

(b) Purpose of Contract: Printing of the 2012 Rates & Dates and Events Brochure

(c) Name of Contractor: Benchmark Printing, Inc.

(d) Address of Contractor: PO Box 1031 Schenectady, New York 12301

(e) Contractor's Contact Person and Telephone Number: _____
Carl Roser (518) 393-1361

(f) Has or will the Contract be provided, if so, please attach: no

(g) Commencement Date of Contract: February 22, 2012

(h) Termination Date of Contract: March 30, 2012

(i) Payment Provisions: i) lump sum amount \$11,504.00

ii) hourly rate amount N/A

iii) Total amount not to exceed \$11,504.00

iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project etc. _____)

Upon completion of the project

(j) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: A.6417 470 (contract) \$11,504.00

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 January 25, 2012 3:00 PM

Item: 2012 Rates & Dates and Events Brochure – Budget 7,500

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?
<p style="text-align: center;">Vendor #1 Benchmark Printing, Inc. Carl Roser PO Box 1031 Schenectady, NY 12301 518-393-1361 Cell 522-1453</p>	Sample	<p style="text-align: right;"><u>105,000</u></p> <p style="text-align: right;"><u>\$11,504.00</u></p>
<p style="text-align: center;">Vendor #2 Brigar Express Solutions Inc. Jack Casson 5 Sand Creek Road Albany, New York 12205 518-438-7817</p>	Sample	<p style="text-align: right;"><u>105,000</u></p> <p style="text-align: right;">\$12,150.00</p>
<p style="text-align: center;">Vendor #3 Offset House Tim Bird PO Box 8329 Essex, VT 05451-8329 802-764-4013</p>	Sample	<p style="text-align: right;"><u>105,000</u></p> <p style="text-align: right;">\$13,842.00</p>
<p style="text-align: center;">Vendor #4 Transcontinental Printing Quebec Mario Lachance 2850 Jean Perrin Street Quebec, Quebec G2C 2C8 418-840-5000</p>	Sample	<p style="text-align: right;"><u>105,000</u></p> <p style="text-align: right;">\$15,646.00</p>
<p style="text-align: center;">Vendor #5 Upstate Printing Deanna Canfield 319 Corinth Road, Suite 3 Queensbury, NY 12804 518-798-8900</p>		<p style="text-align: right;"><u>105,000</u></p> <p style="text-align: center;">no bid</p>
<p style="text-align: center;">Vendor #6 Amsterdam Printing Bob Brennan 428 Corinth Road Queensbury, NY 12804 518-955-3024</p>		<p style="text-align: right;"><u>105,000</u></p> <p style="text-align: center;">no bid</p>

REQUEST FOR WRITTEN PROPOSAL
THIS IS AN INQUIRY, NOT AN ORDER. PLEASE QUOTE PROMPTLY

TO: (VENDOR/ADDRESS)

Benchmark Printing, Inc.
Attn: Carl Roser
PO Box 1031
Schenectady, NY 12301

FROM: WARREN COUNTY

(Dept. address)

Warren County Tourism
1340 State Route 9
Lake George, NY 12845

PLEASE QUOTE US PRICES ON ITEMS BELOW. NOTE DELIVERY REQUIREMENTS AND STATE FIRM DATE.

DATE: 1/4/12

REPLY DUE DATE: 1/25/12 3pm

DELIVERY REQUIRED BY: 3/21/12 -
Warren County
And Drop ship
locations

ADDRESS REPLY TO THE ATTENTION OF: "BID ENCLOSED R&D"

Specifications for the following:

SUMMER 2012 RATES, DATES & EVENTS BROCHURE

Option 1: Qty: 105,000
Stock: 60# coated stock. Must supply paper sample with price proposal.
Size: 3 - 11" X 17" panels, folded, saddle stitched. fold finished to 8.5" X 11" *12 pg SC*
Ink: 4-color, bleeds throughout

Project to successful printer from Warren County Tourism Dept. 2/22/12. Warren County will upload final design to ftp site OR send pdf to printer via email (send it global). Indesign files. Color proofing system and one set of folded proofs produced by printer to be furnished to Tourism Dept. 5 business days after receipt of project. Upon approval of proofs by Tourism Dept., printer to proceed with job. **Printer to shrink-wrap brochures in quantities of 50. Bulk in small cartons, weight not to exceed 20 lbs. maximum per carton. All cartons to be labeled with quantity of contents.** Price to include all delivery charges. **No overages permitted.** Discs, proofs, etc. property of Warren County & must be returned at completion of project & prior to payment of printer.

Inside Delivery: Finished brochures delivered to 9 drop ship locations (inside delivery). Balance (69,700) to Warren Cty. **All locations must receive 2 business day notice of March 22 delivery.**

1. Binghamton Gateway Info. Ctr.: Route 81 North, Kirkwood, NY 13795. 607-775-0156. Attn: Patty Weist. **2,900**

COPIES

2. Clifton Park Info. Ctr. I-87 northbound, exit 9, Clifton Park, NY 12065. 518-371-3763. Fri or Sat delivery. Attn: Verna. **6,600 COPIES**

3. Travel Plaza Info. Ctr. New York State Thruway, Milepost 65N, Plattekill, NY 12568. 845-246-8733. Mon or Fri delivery. Attn: Charlie. **11,000 COPIES**

4. Travel Plaza Info. Ctr. New York State Thruway, Milepost 33N, Sloatsburg, NY 10974. 845-753-5776. 2nd floor, Info Center. Attn: Ann. **2,000 COPIES**

5. Travel Plaza Info. Ctr. New York State Thruway, Milepost 127N&S, New Baltimore, NY 12124. Attn: Charlie. **2,800 COPIES**

6. High Peaks Rest Area: Southbound I-87 mile marker 100, North Hudson, NY 12855 **3,000 COPIES**

7. High Peaks Rest Area: Northbound I-87 mile marker 99, North Hudson, NY 12855 **2,500 COPIES**

8. Whitney Point Rest Area: c/o NYS DOT: Route 81S, mile marker 33, Whitney Point, NY 13862 **2,500 COPIES**

9. Gateway Info. Ctr.: I-87 southbound between exits 40 & 41, West Chazy, NY 12992 **2,000 COPIES**

All deliveries to be complete by March 21, 2012.

Balance brochures delivered to Warren County Tourism by March 21, 2012, call Sue Tucker 518-761-6366, minimum 2 days prior to delivery. \$250/business day penalty past delivery deadline.

INDICATE "BID ENCLOSED"-NO FAXES-PAPER SAMPLES MUST BE ENCLOSED

VENDOR PLEASE COMPLETE THIS INFORMATION:

DATE DELIVERY PROMISED:

TERMS:

F.O.B. POINT: *Above*
DATE OF QUOTATION: *1/24/12*

Carl J Roser

SIGNATURE

105,000: \$ *11,504*

Quote # *102457*

77944

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

FROM: TOURISM
Name of Department

SIGNED: **DATE:** 2/3/12

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A. 6417410	Office Supplies	A.6417 862	EPO Co-Pay	\$500

Please state reason for transfers requested: New code set up by Treasurer's Office to pay for differences in copays between CDPHP and Blue Shield plans.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Fund			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

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: February 3, 2012

(a) Purpose of Request: To ratify the signature of Kate Johnson, Director of Tourism on the agreement with CTM Media Group, Inc. dated 1/11/12 for brochure Distribution at Palisades Mall in West Nyack, NY

(b) Details: Cost is \$2080.00, to be taken from A.6417 481 Tourism - Promotion.

(c) Previous Resolution Number: none



RIGHT MEDIA. RIGHT RESULTS.

January 11, 2012

Kate Johnson
Warren County Tourism
1340 State Route 9
Lake George, NY 12845
USA
Phone: (518) 761-6575
Fax:

CTM ID: WARRENCO0001

Contract #: 0000134491

Darrell Adler
P.O. #: 0

CTM MEDIA GROUP, INC ("CTM") agrees to distribute CLIENT'S (identified in the address block above) brochures to locations in the specified market sector(s), and/or place CLIENT'S ad in the specified publication(s), and/or perform the below stated Mobile Media Contracted Services for the length of this contract.

Contract Period: 01-15-2012 to 01-14-2013

Payment Schedule: Monthly in advance

Product Name	Brochure Name	Contract Period
Fuel Surcharge (OTHER)	RATE FIXED @ 4%	01-15-2012 to 01-14-2013
Premium Display: Palisades Mall (MAGAZINE)	LAKE GEORGE REGION	01-15-2012 to 01-14-2013
Total:		\$2,080.00

Contract rates are subject to all applicable taxes

CTM and the CLIENT agrees to the terms and conditions of the CTM MEDIA GROUP open account agreement as outlined on the next page of this contract.

Please sign below and return a copy of this contract to your CTM representative & retain a copy for your files. Thank you.

Client Signature:

Approved by CTM:

Kate Johnson
Kate Johnson (Jan 11, 2012)

Steven Guarnini
Steven Guarnini (Jan 11, 2012)

The undersigned is authorized to contract for the above stated company



RIGHT MEDIA. RIGHT RESULTS.

BROCHURE DISTRIBUTION TERMS AND CONDITIONS

General Terms & Conditions of Contract

1. All invoices are payable within 30 days of invoice date unless otherwise specified herein. If unpaid, a late charge of 1.5% per month or 18% annually will be added to the unpaid balance, and accrue monthly thereafter until paid. All legal fees, court costs and reasonable collection costs will be paid for by Client in case of default on the terms of this contract.
2. If CTM is unable to perform the services outlined in this contract, any payment received in advance will be refunded to Client less adjustment to the actual earned rate.
3. CTM reserves the right to exclude any advertisement if, after receipt of Client's material, CTM determines in its discretion that the advertisement is inappropriate or inconsistent with CTM's standards or policies.
4. All CTM contracts are subject to a variable Fuel Surcharge. The Surcharge is calculated and added to each invoice. The percentage is set quarterly based upon fluctuations in the National Department of Energy diesel fuel index.

Brochure Display Space Terms & Conditions

5. CTM agrees, during the dates specified in the contract, to reserve one (1) slot (of the specified size) in each owned physical display stand located in the specified "Market Sectors" for the purpose of displaying Client's brochure; to distribute and display Client's physical brochures to selected locations in the specified "Market Sectors"; and to fill each reserved slot on a service schedule determined by CTM. Client will be responsible for supplying CTM with adequate quantities of brochures, and for arranging pre-paid shipment and unloading to CTM warehouse(s). The acceptance of brochures may be subject to approval by the owners, managers, or employees of certain distribution locations. Terms of the contract will not be affected by a shortage or inadequate supply of brochures, non-acceptance of brochures at distribution locations, or the number of locations in each "Market Sector" which may vary from time to time.
6. Brochures remain the property of Client and are not insured by CTM for loss or damage. CTM will not be held responsible for any damage or loss of brochures, nor any claims arising from Client's brochures, their contents, or any claims made therein. CTM is not obligated to return any Client brochures remaining in CTM's inventory at the end of the contract term.

Right Cards™ Terms & Conditions

7. All deposits for the printing of Right Cards™ are non-refundable. CTM retains all rights to Right Cards™ or any other form of mini brochures, printing of mini brochures and any artwork and custom design that are created for Client. Upon the completion of this contract, any remaining Right Cards™ remain the property of CTM.

Publication Display Ads Terms & Conditions

8. All artwork must be supplied as a high resolution .pdf, .jpg, .tiff or .eps file. Quark, InDesign, Illustrator and layered .psd files are also accepted. All fonts must be converted to outlines. All artwork must be saved at 300 dpi at final size (100%). Please send art to: design@ctmmedia.com.

Other Terms

9. CTM may assign its rights. This Agreement is not assignable by Client without CTM's prior written consent. This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws provisions. Client hereby agrees to the exclusive jurisdiction of the courts of the State of New York sitting in New York County or the United States federal courts sitting in the Southern District of New York, in connection with any action brought by it, and expressly submits to nonexclusive personal jurisdiction of (and waives any objection against laying of venue in) any such court in connection with any suit by CTM.
10. CTM DISCLAIMS ANY AND ALL WARRANTIES CONCERNING CTM'S SERVICES AND TECHNOLOGY, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, SATISFACTORY QUALITY, OR ACCURACY. WITHOUT LIMITING THE FOREGOING, CTM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
11. UNDER NO CIRCUMSTANCES WILL CTM BE LIABLE TO CLIENT IN ANY MANNER, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY, FOR ANY LOSS OF PROFITS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT. THIS LIABILITY LIMITATION APPLIES EVEN IF CTM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, ANTICIPATED PROFITS OR LOST BUSINESS. CTM'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT TO CTM UNDER THE CONTRACT TO WHICH THIS AGREEMENT RELATES.
12. This is the entire agreement among the Parties with respect to the transactions described herein, and supersedes all prior agreements, written or oral, with respect thereto. If any provision of this Agreement shall be declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect. Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

CTM Contact Information:

Darrell Adler
Media Consultant
Phone: (203) 323-5161
Fax: (203) 325-9412
Email: dadler@ctmmedia.com

CTM Media Group
11 Largo Drive South
Stamford, CT 06907
USA



CTM Contract For Warren County Tourism | 0000134491

EchoSign Document History

January 11, 2012

Created:	January 11, 2012
By:	Darrell Adler (dadler@ctmmedia.com)
Status:	SIGNED
Transaction ID:	KDDSN3Q7I6W6XV

"CTM Contract For Warren County Tourism | 0000134491" History

-  Document created by Darrell Adler (dadler@ctmmedia.com)
January 11, 2012 - 2:29 PM EST - 173.220.225.234
-  Document emailed to kate johnson (johnsonk@co.warren.ny.us) for signature
January 11, 2012 - 2:30 PM EST
-  Document viewed by kate johnson (johnsonk@co.warren.ny.us)
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-  Document esigned by kate johnson (johnsonk@co.warren.ny.us)
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-  Document emailed to Steven Guerrini (sguerrini@ctmmedia.com) for signature
January 11, 2012 - 4:01 PM EST
-  Document viewed by Steven Guerrini (sguerrini@ctmmedia.com)
January 11, 2012 - 4:46 PM EST - 207.228.237.151
-  Document esigned by Steven Guerrini (sguerrini@ctmmedia.com)
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-  Signed document emailed to all eligible parties
January 11, 2012 - 4:48 PM EST



EchoSign
Document Exchange

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: February 3, 2012

(a) Purpose of Request: To authorize the Director of
Tourism to enter into and execute agreements with
various vendors or contractors for services required,
not to exceed \$2000 per agreement.

(b) Details: Per attached.

(c) Previous Resolution Number: _____

**AUTHORIZING CHAIRMAN AND WARREN COUNTY TOURISM DIRECTOR TO
ENTER INTO AND EXECUTE AGREEMENTS WITH VARIOUS VENDORS OR
CONTRACTORS REGARDING SERVICES REQUIRED, FROM TIME TO TIME, BY
THE WARREN COUNTY TOURISM OFFICE, SUBJECT TO CERTAIN CONDITIONS
- TOURISM**

WHEREAS, in the regular course of performing its customary and usual governmental functions or performing functions assigned to it by the Board of Supervisors, the Tourism Department utilizes minor routine and/or emergency services of a number of vendors or contractors for services such as, but not limited to travel brochure distribution ,~~ete.~~, and

WHEREAS, the Warren County Tourism Director budgets for these types of services which generally range in costs from a few hundred dollars to a few thousand dollars, and

WHEREAS, the Warren County Tourism Director is requesting that he be allowed to enter into and execute agreements with various vendors or contractors regarding services required from time to time by the Warren County Tourism Department, provided any one of the such agreements does not exceed Two Thousand Dollars (\$2,000), and

WHEREAS, the aforesaid services are not usually something that would be done in house by Tourism Department or Department of Public Works employees and approval of these agreements by the Board of Supervisors appears to be routine and ministerial due to the obvious need for the same, and

WHEREAS, the budget process provides an opportunity for adequate review and approval of these types of services and expenses associated with the same and the Board of Supervisors desires to avoid needless additional paperwork and resolutions concerning agreements for the aforesaid services, now, therefore, be it

RESOLVED, that, until such time as this resolution is repealed, the Chairman of the Board of Supervisors or the Warren County Tourism Director, and hereby are, authorized, from

time to time and without the need for additional separate resolutions, to enter into and execute agreements on behalf of Warren County with various vendors or contractors with regard to governmental work activities or services within the budget of the Warren County Tourism Department, subject to the following conditions:(1) any agreement may not individually exceed the aggregate amount of Two Thousand Dollars (\$2,000) in any fiscal year; (2) the services must have been budgeted for; there must be budgeted funds available to pay for the same, and purchase orders and/or computer data entries required by the County's accounting software must occur; (3) the established Purchasing Policy must still be followed (with the exception of the need to acquire resolutions); and (4) any required agreements must be approved by the Warren County Tourism Director and in a form approved by the County Attorney.