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# CITY OF SACRAMENTO

CITY MANAGER'S OFFICE  
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## DEPARTMENT OF COMMUNITY SERVICES

3520 FIFTH AVENUE  
(916) 449-5200

SACRAMENTO, CA 95817

November 26, 1980

CROCKER ART MUSEUM DIVISION  
GOLF DIVISION  
METROPOLITAN ARTS DIVISION  
MUSEUM AND HISTORY DIVISION  
RECREATION DIVISION  
PARKS DIVISION  
ZOO DIVISION

SOLON WISHAM, JR.  
DIRECTOR

City Council  
Sacramento, California

Honorable Members in Session:

SUBJECT: Vending Machine Concession at the Sacramento Boat Harbor

### SUMMARY

This report recommends that the City Council call for bids for the vending machine concession at the Sacramento Boat Harbor.

### BACKGROUND INFORMATION

A vending machine concession contract is necessary to provide vending machine service.

The current contract is for three (3) years and commenced on March 1, 1978 and expires February 28, 1981. Bid specifications have been prepared and attached to an appropriate resolution.

### FINANCIAL DATA

The City receives a quarterly payment in an amount calculated according to a schedule of commissions for various items. This varies from \$35 to \$153 quarterly.

### RECOMMENDATION

It is recommended that the City Council, by resolution, call for bids pursuant to the provisions of Chapter 12, Article III of the City Code.

Respectfully submitted,

*Solon Wisham, Jr.*

SOLON WISHAM, JR.  
Director of Community Services

Recommendation Approved:

*Walter J. Slive*  
WALTER J. SLIVE, City Manager

SW:ket  
Attachment

**APPROVED**  
BY THE CITY COUNCIL

December 9, 1980  
District 1

**DEC 9 1980**

OFFICE OF THE  
CITY CLERK

**RESOLUTION NO. 80-801**

Adopted by The Sacramento City Council on date of

*12-9-80*

RESOLUTION CALLING FOR SEALED OFFERS OR BIDS  
RELATING TO THE VENDING MACHINE CONCESSION AT  
THE SACRAMENTO BOAT HARBOR OFFICE

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

1. The Sacramento City Council hereby invites and calls for sealed offers or bids for the Vending Machine Concession at the Sacramento Boat Harbor Office in accordance with the specifications entitled "Invitation to Bid for the Vending Machine Concession at the Sacramento Boat Harbor in Miller Park." Copies of the specifications are available in the office of the City Clerk, Room 203, City Hall, 915 I Street, Sacramento, California 95814. Sealed offers or bids shall be submitted to the City Clerk no later than 10:00 a.m. January 6, 1981.

2. The offers or bids will be opened on January 6, 1981, at the office of the City Clerk, Room 203, City Hall, 915 I Street, Sacramento, California, at 10:15 a.m. or as soon thereafter as practicable.

3. The City Clerk shall publish this Resolution in the official newspaper of the City once a week for two consecutive weeks.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

**APPROVED**  
BY THE CITY COUNCIL

**DEC 9 1980**

OFFICE OF THE  
CITY CLERK

INVITATION TO BID FOR THE VENDING MACHINE CONCESSION  
AT THE SACRAMENTO BOAT HARBOR IN MILLER PARK

1. Offers or bids for the Vending Machine Concession at the Sacramento Boat Harbor in Miller Park shall be submitted in accordance with these specifications.
2. Exhibit 1, attached hereto and incorporated herein by reference, sets forth the basic form which the City proposes to use in granting the contract proposed to be entered into between the City and Concessionaire.
3. The City desires to grant a Vending Machine Concession Contract at the Sacramento Boat Harbor in Miller Park in accordance with Chapter 12, Article III of the Sacramento City Code.
4. Exhibit A, attached hereto and incorporated herein by reference, sets forth the items, prices, and services authorized by the Director of Community Services until and unless changed pursuant to written authorization of the Director of Community Services.
5. The term of the contract shall commence on March 1, 1981, and terminate on February 29, 1984.
6. The offer or bid shall be submitted in letter form and shall designate the percentage of gross receipts to be paid to the City of Sacramento for the contract in accordance with the schedule in Exhibit A of the proposed contract. The offer or bid may also include such other information relating to the offeror's or bidder's qualifications and experience which the bidder deems appropriate. The City Council reserves complete discretion in the award or refusal to award said concession.
7. Offers or bids shall be submitted at the time and in accordance with the resolution set forth in Exhibit 2, attached hereto and incorporated herein by reference.
8. Information relative to the financial experience of the present contract is set forth in Exhibit 3.
9. If the City Council deems that the acceptance of any bids is not in the best interests of the City, it may reject all bids and call for new bids or proceed as provided in Section 12.62 of the City Code.

CONTRACT FOR  
VENDING MACHINE CONCESSION AT  
SACRAMENTO BOAT HARBOR

The agreement is made this \_\_\_\_\_ day of \_\_\_\_\_,  
between the City of Sacramento (hereafter City), and \_\_\_\_\_  
\_\_\_\_\_ (hereafter licensee).

1. Subject to the conditions and terms hereafter set forth, the City grants licensee the exclusive right to maintain vending machines at the Sacramento Boat Harbor Office in Miller Park (hereafter Premises), for the period beginning March 1, 1981 and ending February 29, 1984.

2. The licensee shall use the premises only for the operation of the automatic vending machines listed on Exhibit "A", and for no other purpose without the prior written consent of the Director of Community Services. The licensee shall comply with all ordinances, statutes, rules and regulations applicable to the conduct or operation of its activities under this agreement.

3. Licensee shall install and maintain in good condition the vending machines described in the schedule which is attached hereto, marked Exhibit "A", and incorporated by this reference as if set forth in full at this place. Licensee shall comply with all requirements of Exhibit "A" including, but not limited to, the dates of operation, service requirements, number and types of machines, and merchandise size and price.

4. Licensee shall make quarterly payments to the Department of Finance of the City, in an amount calculated according to the

schedule of commissions set forth in Exhibit "A", and the gross receipts from the operation of the vending machines for that quarter.

5. Upon termination or expiration of this agreement, licensee shall remove all of the facilities which it installs or constructs on the Premises at its own expense, and shall return the Premises in the same condition as they were before their use by licensee. Prior to commencing operation, at the option of the City, licensee shall post a deposit or a bond, in form and content acceptable to City, in the amount of \$500.00, to guarantee the restoration of the Premises. In the event licensee posts a cash deposit, City may comingle said deposit with its other funds, shall not pay interest thereon, and in no event shall be construed to be in any fiduciary capacity in respect to said deposit.

6. Licensee shall not install any of the facilities permitted under Paragraph 3 without the prior approval by the Health Department, the Fire Department, the Building Inspection Department, and other regulatory agencies. Licensee shall not erect any sign upon City property without the prior consent of the Director of Community Services.

7. Licensee shall retain title to all equipment installed.

8. During the term of this agreement, the licensee shall maintain in full force and effect at his own cost and expense Comprehensive General Liability Insurance to include products and completed operations and broad form property damage liability. The amount of the policy shall be no less than \$300,000 single limit per occurrence, issued by an admitted insurer or insurers

as defined by the California Insurance Code, providing that the City of Sacramento, its officers, employees and agents are to be named insureds under the policy, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance effected by the City or other named insured will be called on to contribute to a loss covered thereunder.

The licensee shall have the City's standard Certificate of Insurance completed and filed with the City's Department of Finance within fifteen (15) days of the execution of this contract and prior to engaging in any operation or activity set forth in this contract. Said policy shall prohibit cancellation, change in coverage, or expiration by the insurance company or the insured during the term of this contract, without thirty (30) days written notice to the City prior to the effective date of such cancellation or change in coverage.

9. Licensee shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all claims, loss, damage, injury, costs of liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this license or the occupation of the premises herein permitted to be used by the licensee, its agents, or employees.

10. The City shall have the privilege of inspecting the Premises covered by this agreement at all times.

11. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to licensee be granted in

turn to any person without the prior written consent of the Director of Community Services.

12. The City may terminate this agreement and be relieved of any further performance at any time if licensee fails to perform any covenant herein contained at the time and in the manner provided, including, but not limited to failure to provide wholesome products. This right shall be cumulative to any other legal or equitable right or remedy. No waiver by City of any breach of any term or condition of this agreement shall be deemed to waive any subsequent breach of the same or other term or condition of this agreement. No permission to assign this agreement shall operate to be consent to any subsequent assignment. Termination shall be effective upon the date of Notice of Termination.

13. In the performance of this agreement, licensee and agents and employees of licensee are acting in an independent capacity and not as officers or employees or agents of the City. No joint venture, partnership or association of any type or kind is formed by this agreement.

14. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed, or amended, by mutual consent of the parties.

15. No alteration or variation of the terms of this agreement shall be valid unless the same is made in writing and signed by the parties.

16. Time and strict punctual performance is of the essence of each provision of this agreement. The provisions of this agreement shall extend to and be binding upon and inure to the

benefit of the heirs, executors, administrators, successors and assigns of the parties.

17. All payment by licensee to City shall be made payable to:

Name: City of Sacramento  
Address: City Hall, 915 "I" Street  
City: Sacramento, California 95814  
Attention: Department of Finance

18. Licensee shall submit quarterly a statement verified as true and correct under penalty of perjury by a manager, corporate officer, or proprietor. The statement shall indicate the gross receipts from the facilities for the period covered, and set forth the percentages, commissions, and the amounts remitted under Paragraph 17.

19. All communications relating to this agreement shall be sent by first class mail and addressed as follows:

Licensee City of Sacramento  
Department of Community Services  
3520 Fifth Avenue  
Sacramento, CA 95817

City of Sacramento

BY \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

BY \_\_\_\_\_  
Licensee



VENDING MACHINE CONTRACT  
CITY OF SACRAMENTO  
SACRAMENTO BOAT HARBOR OFFICE

1. Dates of Operation

The vending machines will be in operation three hundred and sixty-five (365) days per year.

2. Service Requirements

The vending machines will be serviced and supplied with merchandise on a regular weekly basis and on an on-call basis in the event of trouble with the machines.

3. Number of Machines

There will be one (1) machine of each type installed in the Sacramento Boat Harbor Office.

4.

<u>Item</u>	<u>Selections</u>	<u>Sales Price</u>	<u>Commission</u>
(a) Cigarettes	10	\$0.75	_____ of gross
(b) Candy, gum, mints	10	\$0.25	_____ of gross
(c) Cold drinks, can 12 oz.	6	\$0.35	_____ of gross
(d) Hot drinks, cup 6½ oz.	5	\$0.25	_____ of gross

1. Existing Schedule of Commissions

<u>Item</u>	<u>Commission</u>
(a) Cigarettes	3% of gross
(b) Candy, gum, mints	4% of gross
(c) Cold drinks, can, 12 oz.	20% of gross
(d) Hot drinks, cup, 6½ oz.	5% of gross

2. Financial Experience

<u>Year</u>	<u>Quarter</u>	<u>City Commission Quarterly</u>
1978	1st	\$ 35.18
	2nd	106.43
	3rd	124.62
	4th	69.61
		<hr/>
		\$335.84
1979	1st	\$ 50.53
	2nd	91.21
	3rd	98.42
	4th	53.20
		<hr/>
		\$293.36
1980	1st	\$ 30.47
	2nd	98.09
	3rd	152.79
		<hr/>
		\$281.35