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COMMUNITY/CONVENTION CENTER

CITY OF SACRAMENTO
SAM J. BURNS, GENERAL MANAGER

June 10, 1980

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Standard Terminal Operators Agreement
(Computerized Ticket Outlet, Community Center Box Office)

SUMMARY

To better serve the ticket-buying public in the City and County of Sacramento and to generate more revenue for the City of Sacramento, the Community Center Administration is proposing that computerized ticket outlet terminals be installed in the Community Center Box Office.

BACKGROUND INFORMATION

When the Community Center opened in 1974 the Community Center Administration recommended that all tickets be handled by the City of Sacramento through the Community Center Box Office. This recommendation was for the convenience of customers, as well as for the protection of all revenue generated within the Community Center Box Office. The longer the Box Office was open and the more accessible it became to the buying public, more and more demands were made that the Community Center Box Office handle computerized tickets for events other than those promoted and produced at the Community Center. In 1977, the Community Center Box Office began handling tickets for a limited number of events produced outside the Community Center. In the last two years, the buying public has continuously made inquiries about our box office handling tickets for activities other than those happening in Sacramento County. Upon investigation, the two recognized computer ticket firms, TICKETRON and BASS, were both very interested in placing computer outlets in our box office for all their events. In that TICKETRON and BASS already handle tickets for events that are scheduled in the Community Center, it was the next logical step that we move towards installing one of the outlets in our Box Office.

Again, this provides not only more convenience for the citizens, but also allows new avenues to generate more income for the Community Center Box Office.

APPROVED
BY THE CITY COUNCIL

JUN 17 1980

City Clerk
Bids
7-1-80

SACRAMENTO, CALIFORNIA 95814 • (916) 449-5291

OFFICE OF THE
CITY CLERK



June 10, 1980

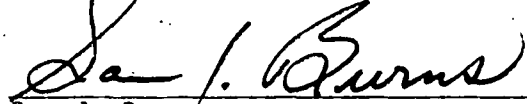
FINANCIAL DATA

There is absolutely no financial outlay by the City of Sacramento. Under our present operation there would be no increase in staff, and at this time it would be difficult to predict the revenue generated for the City of Sacramento, although we are confident it would be substantial.

RECOMMENDATION

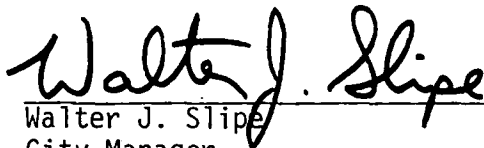
It is recommended that the City Council approve the attached bid specifications and that the City Clerk put out to bid, on a non-exclusive basis, the right for computerized ticket companies to install their equipment in the Community Center Box Office.

Respectfully submitted,



Sam J. Burns
Community Center General Manager

Recommendation approved:



Walter J. Slipe
City Manager

SJB/bjk
Attachment

June 17, 1980

Bidding and Specification Sheet

(For computer system for the sale and issuance of tickets by means of a terminal at the main Community/Convention Center Box Office.)

Award:

Award will be non-exclusive concession for the sale of tickets for events outside the purview of the Sacramento Community/Convention Center that may be desirable to the citizens of Sacramento.

The successful bidder must show ability to offer tickets to all desirable events, such as State Park system reservations, Yosemite National Park reservations, concerts, plays, sporting events, and special attractions.

Qualification:

Each bidder must be licensed, insured, and bonded to do business. Each bid should also include a brief summary of their business experience.

General Provisions:

The attached general provisions and agreement are made a part of this proposal. (See Exhibit A.)

Payment:

The bidder agrees to allow the City to retain a service charge for each ticket sold in a mutually agreed amount for each attraction ticket sold and the City agrees to remit for all ticket sales in accordance with the terms of the agreement.

Equipment:

Bidder shall, at its sole cost and expense, furnish all equipment, materials, and supplies which may be required for the City to operate pursuant to the agreement. All maintenance required from time to time shall be the responsibility of the bidder.

Length of Agreement:

The term of this contract shall be for twelve (12) months. The contract may be renewed on the same terms and conditions on a year-to-year basis after the initial term with the mutual consent of both parties.

NOTICE TO CONTRACTOR

Sealed bids shall be received by the City Clerk of the City of Sacramento at Room 203, City Hall, located at 915 I Street, up to the hour of 10:00AM on July 1, 1980, and opened at 10:15AM on said date in the Council Chambers at City Hall, for the establishment and maintenance of a concession at the Sacramento Community/Convention Center for the sale and issuance of tickets for events held at locations other than the Community/Convention Center which may be of interest to the citizens of Sacramento. Integral parts of the concession shall be the installation and maintenance of a computer terminal at the Community/Convention Center and the training of Community/Convention Center personnel for the operation of the terminal. As terminal operator, the City will retain a portion of the service charge collected on each ticket sold. The remainder of the service charges and the full purchase price of the ticket shall be remitted by the City to the concessionaire at specified intervals.

Bids shall be submitted by completing the information in the Agreement form (Exhibit A) furnished by the City or by submitting an equally favorable agreement. If an equally favorable agreement is proposed by the bidder, a comparison and explanation of how such agreement is equally favorable to the City must be included. The completed agreement form and any proposed changes and supporting materials shall be enclosed in a sealed envelope marked "Sealed Bids for Community/Convention Center Ticket Sale Concession."

City of Sacramento reserves the right to reject any and all bids or to waive any informality or minor irregularity in any bid received.

If an award is made as a result of this solicitation, the award shall be made to that bidder who, in the sole discretion of the City, is most responsive to the needs of the City.

REQUIREMENTS AND PROVISIONS OF THE CONCESSION

1. General Provisions of the Agreement

a. The City of Sacramento and the Bidder to whom award is made, if any, agree to the terms and conditions of the agreement.

Unless otherwise agreed, the agreement form (Exhibit A) shall be used. If the Bidder wishes to draft a different agreement, or if the Bidder wishes to make any changes in the provisions of the attached agreement form, the terms and conditions of the new or changed agreement must be equal or more favorable to the City than the provisions of the attached contract.

If the Bidder proposes any alternatives in the agreement, these changes must be specified and the Bidder must indicate why they are equally favorable to the City.

b. Whether the changes are in fact equally favorable to the City shall be determined in the sole discretion of the City.

2. Award: Length of Agreement

If an award is made, the award will be a non-exclusive concession for the sale of tickets to events held at places other than the Community/Convention Center. The terms of this contract shall be for twelve (12) months. The contract may be renewed on the same terms and conditions on a year basis after the initial term with the mutual consent of the parties.

3. Qualification

a. Each Bidder should include a brief summary of the business experience and financial capability to establish its ability to successfully fulfill the terms of the concession.

b. Any Bidder must show the ability to offer tickets to desirable events, including (but not limited to) the following:

1. California State Park System reservations;
2. Yosemite National Park reservations;
3. Concerts, plays, sporting events and special attractions.

4. Payment

a. The Bidder shall contract to issue tickets for attractions on behalf of the individual association, corporation or other entity which controls the distribution of tickets for such attractions. A service charge, as established by the party (parties) authorized to distribute tickets, shall be charged for each ticket sold.

b. The Bidder agrees to allow the City to retain a percentage of the total service charge for each ticket sold, and the City in turn agrees to return the remainder of the service charge and the full purchase price of the ticket to the Bidder at specified intervals.

c. The share of the service charge retained by the City as Terminal Operator shall equal or exceed those set forth in the following schedule:

	<u>Service Charge</u>	<u>Operator Share</u>
Up to	\$.50	\$.15
	.55	.16
	.60	.17
	.65	.18
	.70	.19
	.75	.20
	.80 (Hearst Castle)	.18
	.80 (all others)	.21
	.85	.22
	.90	.23
	.95	.24
	1.00 (World Airways)	.65
	1.00 (all others)	.25
	1.00 (skiing)	.19
	1.75 (Calif. State Parks, national parks and U.S. Forest Service)	...
	2.00	.25
		.30

d. No changes may be made in the agreed upon payment schedule during the first six (6) months unless such changes increase the sum retained by the Terminal Operator.

e. The Operator share must be equal to most favored installation agreement.

5. Equipment

a. The Bidder shall solely at its own expense and cost, furnish all

equipment, materials and supplies which may be required for the City to operate pursuant to the agreement, excepting only electrical power for the terminal equipment.

b. Any and all maintenance required shall be the responsibility of the Bidder and any expense shall be borne by the Bidder unless there is an agreement otherwise.

c. If the concession is terminated, the City will return the terminal(s) in good condition, reasonable wear and tear excepted, and return in good condition all unused ticket stock, materials and supplies furnished by Bidder.

d. Bidder will bear the entire cost of removal of the terminal and shipment to another location, regardless of which party terminates the agreement, provided that the termination procedure set forth in the agreement is followed.

The agreement shall commence on August 1, 1980, and terminate on July 31, 1981.

Executed as of the day and year first above stated.

City of Sacramento,
a municipal corporation

By _____
City Manager

Attest _____
City Clerk

Contractor

By _____

Approved as to form:

City Attorney