

# **ATTACHMENT P.3**

## **SCOPE OF SERVICES “B”**

### **LEASE OF RETAIL SPACE AND SALE OF VRE FARE MEDIA**



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Scope of Services “B” – Lease of Retail Space and Sale of VRE Fare Media

**RFP No. 010-012**  
**Sale of VRE Fare Media and Lease of**  
**Retail Spaces at the VRE Woodbridge Station**

# SCOPE OF SERVICES

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## 1. OVERVIEW

- A. The Woodbridge Station is one (1) of eighteen (18) VRE stations and serves both VRE and Amtrak customers. It is located at 1040 Express Way, Woodbridge, Virginia.
- B. The “South Room” space available for lease within the station consists of the following:
  - 1. Four hundred and forty (440) square feet (+/-);
  - 2. A unisex restroom with sink;
  - 3. Single door entrance to the station atrium;
  - 4. Interior and exterior windows; and
  - 5. Basic electrical service and lighting.

## 2. GENERAL REQUIREMENTS

- A. The formal agreement for use of the available space, which shall ultimately be executed between the successful Offeror and VRE, is referred to herein as either the “Contract” or “Lease”.
- B. The successful Offeror/business holding the lease is referred to herein as either the “Contractor” or the “Lessee”.
- C. The Lessee shall establish an operation at the VRE Woodbridge Station to benefit and provide value to VRE passengers and others using the station as well as Belmont Bay residents.
- D. The Lessee shall be licensed to do business in Virginia, relative to the nature of the proposed use of the leased premises. The license must be in the name of the Lessee.



**3. UTILITIES**

VRE will pay all utility costs for the leased premises with the exception of telephone service, which shall be the Lessee's responsibility.

**4. REAL ESTATE TAXES**

The Lessee shall not be responsible for any real estate or other taxes related to the leased premises.

**5. MAINTENANCE AND REPAIRS**

- A. With the exception of the HVAC system, the Lessee shall be responsible for all maintenance and repairs to the leased premises.
- B. Written notice shall be given to the Lessee of all repairs and maintenance deemed to be necessary when VRE becomes aware of such. Repairs deemed to be safety related shall be contracted for within twenty-four (24) hours of being notified, or such time frame as may mutually be extended due to conditions beyond the control of VRE or the Lessee.
- C. VRE shall have the right to make safety-related repairs which have not been timely made by the Lessee and add the amount expended to the next month's rent; however, provided that verified receipts for such expenditures shall accompany said charges. The Lessee shall make all other repairs and maintenance within ten (10) working days of such notice.
- D. To the fullest extent possible, repairs and maintenance shall not interfere or restrict either VRE's or the Lessee's use of the property. In the event such interference or restriction cannot be avoided, VRE or the Lessee, as the case may be, shall provide the other with as much prior written notification as possible.



**6. VRE STANDARDS OF CLEANLINESS**

- A. The Lessee shall maintain the leased premises, equipment and contents of the space in a first rate or class A fashion. The restroom shall be cleaned, sanitized and restocked with paper products as needed by the Lessee.
- B. On a daily basis, or as needed, the Lessee shall remove trash generated from its business and dispose of such trash off-site. No dumpster service or on-site service and/or storage of trash shall be provided or permitted by VRE.
- C. VRE personnel may periodically perform quality inspections to verify performance. These audits will be documented by VRE for follow-up action if necessary. If deficiencies are not corrected in a timely fashion, VRE shall take action to cure the deficiency and bill the Lessee for all costs.

**7. IMPROVEMENTS AND MODIFICATIONS TO THE LEASED PREMISES**

- A. The Lessee shall have the right to make such improvements, modifications or additions in or to the leased premises necessary or desirable for the conduct of business, provided that all such work shall be done at the sole cost and expense of the Lessee and in a good and workmanlike manner; and that no liens shall be attached to the leased premises by reason thereof.
- B. Plans for alterations, additions, or improvements must be presented to and approved by VRE in writing, prior to the commencement of work.
- C. As appropriate, the Lessee shall use a licensed contractor and comply with all local and state codes, regulations and permitting requirements.
- D. Upon the termination of the Lease Agreement, such alterations, additions, or improvements shall, at the option of the Lessee:
  - 1. Become the property of VRE; or
  - 2. Be removed by the Lessee at the expense of the Lessee, provided that any part of the leased premises affected by such removal shall be restored by the Lessee to its original condition, ordinary wear and tear excepted.



**8. CUSTOMER SERVICE**

Information requested from passengers related to VRE services that cannot be answered by the Lessee shall be forwarded to VRE's Passenger Support staff on a daily basis. The Lessee shall not give the impression that it represents VRE.

**9. HOURS OF OPERATION**

At a minimum, the Lessee shall maintain operating hours Monday through Friday, with the exception of federal holidays, between 5:00 A.M. and 9:00 A.M.

**10. VENDING OF REFRESHMENTS**

The Lessee is permitted to sell pre-packaged snacks and non-alcoholic beverages including coffee, bottled water and soft drinks. With the exception of coffee brewing, no food preparation or cooking shall be allowed on-site.

**11. SALE OF VRE FARE MEDIA**

- A. The Lessee shall be the sole retailer of fare media, supplied by VRE, at the Woodbridge Station.
- B. The Lessee shall agree to sell all full-fare ticket types and fare zone combinations on behalf of VRE in exchange for certain commission rates as outlined in Section 12 below. It is understood that the ticket types and fare zones available for sale are subject to change at the discretion of VRE.
- C. All sales information will be collected electronically via direct communication lines with VRE.
- D. The Lessee shall accept payment for fare media in the form of cash, personal checks, credit cards, debit cards, Smart Benefits Vouchers and Transportation Fringe Benefit Checks, administered by TranBen Ltd.
- E. Tickets sales shall be conducted exclusively from the leased premises. No marketing or distribution of VRE fare media shall be permitted via the internet or mail order processes without prior written authorization from VRE.



- F. The prices for all fare media will be established by VRE, and only VRE has the sole right to at any time change, alter or amend such prices.

**12. COMMISSION SCHEDULE**

- A. With exception to the sale of Amtrak Step-Up tickets, the Lessee shall receive a commission rate payable of **two dollars and twenty-five cents (\$2.25)** per transaction from VRE. A transaction equates to one (1) ticket sold.
- B. The Lessee shall receive a commission rate payable of **twenty-five cents (\$0.25)** for each Amtrak Step-Up ticket sold.
- C. Cancelled, voided or unsold tickets are not eligible for commission.

**13. FINANCIAL REPORTS**

The Lessee responsible for ticket sales shall submit to VRE quarterly financial reports no later than thirty (30) days after each quarter ends. The reports must be inclusive of all cash generated from the sale of VRE fare media.

