

Request for Qualifications/Proposals

Suisun City Train Depot
Space Available for Food/Beverage Service Business
City of Suisun City



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Suisun City Train Station
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SUMMARY OF OFFERING

Description of Available Premises:	177 Main Street Suisun City, CA 94585 Approximately 600 sq. ft. of area for food-prep, food service, and office space.
City Objectives:	Ensure Train Station facilities are open to the public during commute hours and through out the day. Secure services that enhance the overall experience at the Suisun City Train Station.
Requested Operator Services:	Open by 6 a.m. weekdays Maintain lobby area and bathrooms in acceptable condition. Provide a food/beverage service business at the Train Station. Work cooperatively with other tenants (if applicable) to improve/enhance the overall experience at the Suisun City Train Station.
Operator Selection Process:	Submission of proposals Operator interviews Recommendation to City Council
Proposals Due:	5 p.m. (PDT), Thursday, October 20, 2011, Suisun City Hall, Attn: Joseph Knopp, 701 Civic Center Boulevard, Suisun City, CA 94585
City Contact:	Joseph Knopp Department of Economic Development jknopp@suisun.com 707-421-7312

Suisun City Overview

The City of Suisun City is a well-educated, family-oriented community of 29,000 residents located halfway between San Francisco and Sacramento. Positioned at the junction of Interstate 80 and State Route 12 and straddling the robust Capitol Corridor commuter rail service, Suisun City is an easy drive or train trip to every job center in one of Northern California's most important mega-regions. The City boasts a wide range of new and historic neighborhoods interlaced with community parks, schools and vital public assets, including a new joint-use library, community center, senior center, sports complex and marina. The City also has an expanding network of recreational trails connecting every neighborhood with the Waterfront District and the expansive Suisun Marsh, a protected wildlife area that forms the City's southern border.



Building a diverse and sustainable local economy is the City's top priority. In just two decades, Suisun City replaced debilitating blight and crime at its historic core with a vibrant pedestrian-oriented dining and entertainment destination. Today, the Waterfront District, in which the Train Station is located, supports the region's most diverse collection of independent restaurants and a growing entertainment sector. At the same time, the City is developing property at its geographic center with businesses that provide the goods and services our residents need and deserve.

Suisun City takes a long-term view of the economy with the outlook that we are truly building a sustainable engine to drive our community forward for decades to come. As such, every business is a crucial piece of that engine leading the City to actively seek out quality businesses that will help create the drive and growth needed to achieve sustainability.

The Opportunity

The City of Suisun City is seeking an experienced and entrepreneurial-minded operator who can provide café (or similar) services at the Suisun City Train Station.

This unique location has a number of advantages over the typical café / food service location. It is easily accessible from the Central County Bikeway, which connects the City from end to end; it is positioned at the only Capitol Corridor commuter rail service stop in Solano County; serves as a multi-modal transit hub for Solano County with regular Greyhound stops; it is within a 10-minute walk from the Solano County Administrative Building and within walking distance of the scenic Suisun City Promenade. Additionally, the Train Station is adjacent to a popular park-n-ride lot and is visible to passing cars on Main Street which offers a vast pool of potential customers. To

gain a sense of foot traffic through the Train Station, below is a chart of the most recent Capitol Corridor passenger numbers:

Capitol Corridor Ridership Data

	Per Day	Per Month
Boarding at Suisun City	253.85	5,775.17
Alight* at Suisun City	262.69	5,976.25
Pass Through Riders	2,300.64	70,025.61

*Alight refers to riders who get off the train

For more detailed information please refer to the attached Capitol Corridor ridership information (Attachment 5).

With a wide variety of people coming and going, the Suisun Train Station is ripe for an operator with a solid business plan, a customer service focus and a commitment to consistently delivering quality products. Please note: It is important to consider how to service all potential customer pools; a solid proposal will endeavor to achieve this.

Available Property Information

Originally constructed in the late 1800s when Suisun City was the embarcadero for Central Solano County, the Train Station was boarded up and unoccupied for a long period in the 1970s and ‘80s. In the early 1990s, the Suisun City Redevelopment Agency gained ownership of the property, and aggressively rehabilitated the building and surrounding property. This included restoring the Train Station to its original glory, modernizing the facilities, creating visibility from Main Street, creating a courtyard with fountain, and enhancing the landscaping.

Additional interior improvements were made recently to accommodate food preparation and food services. The following amenities are contained within the available space:

1. Ice Machine
2. Hand-washing sink
3. Three-compartment sink
4. A 30”x72” food preparation table
5. Small office space
6. Solid roll-down security gates
7. Customer service counter

Selected operator will need to provide additional equipment as necessary, such as refrigerators, freezers or coffee machines. The City has provided four benches in the lobby area to allow minimal seating for travelers. The lobby may be used for additional tables and chairs to accommodate customers at the expense of the selected operator. Any furnishings to be placed in the lobby would require advance approval by the City.

City Vision

Suisun City envisions the Train Station as a transit center; as such it is an important gateway to our community and more specifically the revitalized Waterfront District. When a traveler passes through the Suisun City Train Station, the first and sometimes only impression they have of Suisun City is the one they receive while visiting the Train Station.

As a result, the City is keenly interested in creating a lasting positive impression that entices people to return and further explore the Waterfront District. This directly relates to the overall Waterfront District goals and objectives that are geared towards building local economic activity through destination tourism. It is important to ensure the Train Station is open and welcoming for travelers and visitors alike while offering convenient services to enhance their travels and experience in Suisun City.

Schedule

Responses to this RFQ/P must be received no later than **5 p.m., Thursday, October 20, 2011**. Responses must be addressed to:

Mr. Joseph Knopp
Economic Development
701 Civic Center Blvd.
Suisun City, CA 94585

Digital submissions may be sent to:

jknopp@suisun.com

Outline of Lease Terms

The Lease terms generally include the following:

1. Rent set as a percentage of tenant's gross receipts;
2. Lessee provides janitorial services to the premises (i.e. bathrooms, lobby area, and leased space, etc). This term is not negotiable; and
3. Lessee is required to maintain insurance on the premises for the duration of the Lease Agreement.

For further details please refer to the attached sample Lease Agreement (Attachment 4).

Submittal Requirements

Proposals must be submitted no later than the stated deadline (PDF copies are acceptable). Please submit materials in keeping with the following format, identifying each item by letter and number.

1. Respondent's Experience
 - A. Provide relevant experience being sure to provide years of experience, past business ventures and their outcomes, and any other pertinent information. If partnering with another business, please provide all relevant contact information, experience, etc. for both businesses.
 - B. Provide names, titles, addresses and contact information, of professional references who can attest to your relevant experience and character.
2. Business Plan
 - A. Furnish a detailed business plan for proposed activities at the available premises. Please include what products and services will be offered, hours of operation, how the available market will be reached (i.e. marketing and outreach), equipment necessary to open business, lead time necessary from signing lease to opening business, and any additional information pertinent to conducting a successful business on the premises.
3. Assurances
 - A. Provide assurance that upon selection as operator the respondent is willing and able to provide the Requested Operator Services.
 - B. If the Requested Operator Services are not met by the proposal please provide assurance the respondent is willing and able to provide the services that are proposed. Be sure to include a narrative of how the proposed services will allow the City to meet its Objectives for the Train Station.
4. Application
 - A. Complete and sign the attached rental *application* (Attachment 3).
5. Proposed Signage
 - A. Include any information on proposed signage to promote business operations on the premises. Signage would require City approval.
6. Lease Terms
 - A. Provide any proposed changes to the attached sample Lease Agreement. Please reference specific sections of the Lease Agreement for any proposed changes when applicable (see Attachment 4).

Selection Process

The City of Suisun City will conduct the selection process. The City, at its sole discretion, reserves the right to accept or reject in whole or in part submittals received in response to this request, or to cancel in whole or in part this RFQ/P. All submittals will become the property of the City. Failure to provide any requested data within the specified submission period may cause the City, at its sole discretion, to reject the submittal or require that the data be submitted forthwith. The City reserves the right to modify, suspend, or terminate, at its sole discretion, any and all aspects of the RFQ/P process.

Interested operators should submit responses to this RFQ/P, delivered by the deadline indicated herein. A Review Committee, most likely consisting of City Council members and City Staff, will review the submittals. Submittals will be evaluated based on the criteria outlined below as well as individual meetings with respondents, as necessary. If necessary, based on the Review Committee's evaluations, a "short list" of operators will be prepared. Those "short listed" operators may be asked to submit more detailed information with respect to their business plan.

In the final phase, it is anticipated that the Review Committee will recommend one operator to the City Council. The Review Committee also may recommend rejecting all proposals and continue to solicit proposals. The selected operator will then enter into a Lease Agreement with the City to offer the proposed services on the available premises.

Selection Criteria

In the RFQ/P process, emphasis will be placed on the qualifications and experience of the respondent and the creativity of their business plan. Submittals will be evaluated based upon the following criteria:

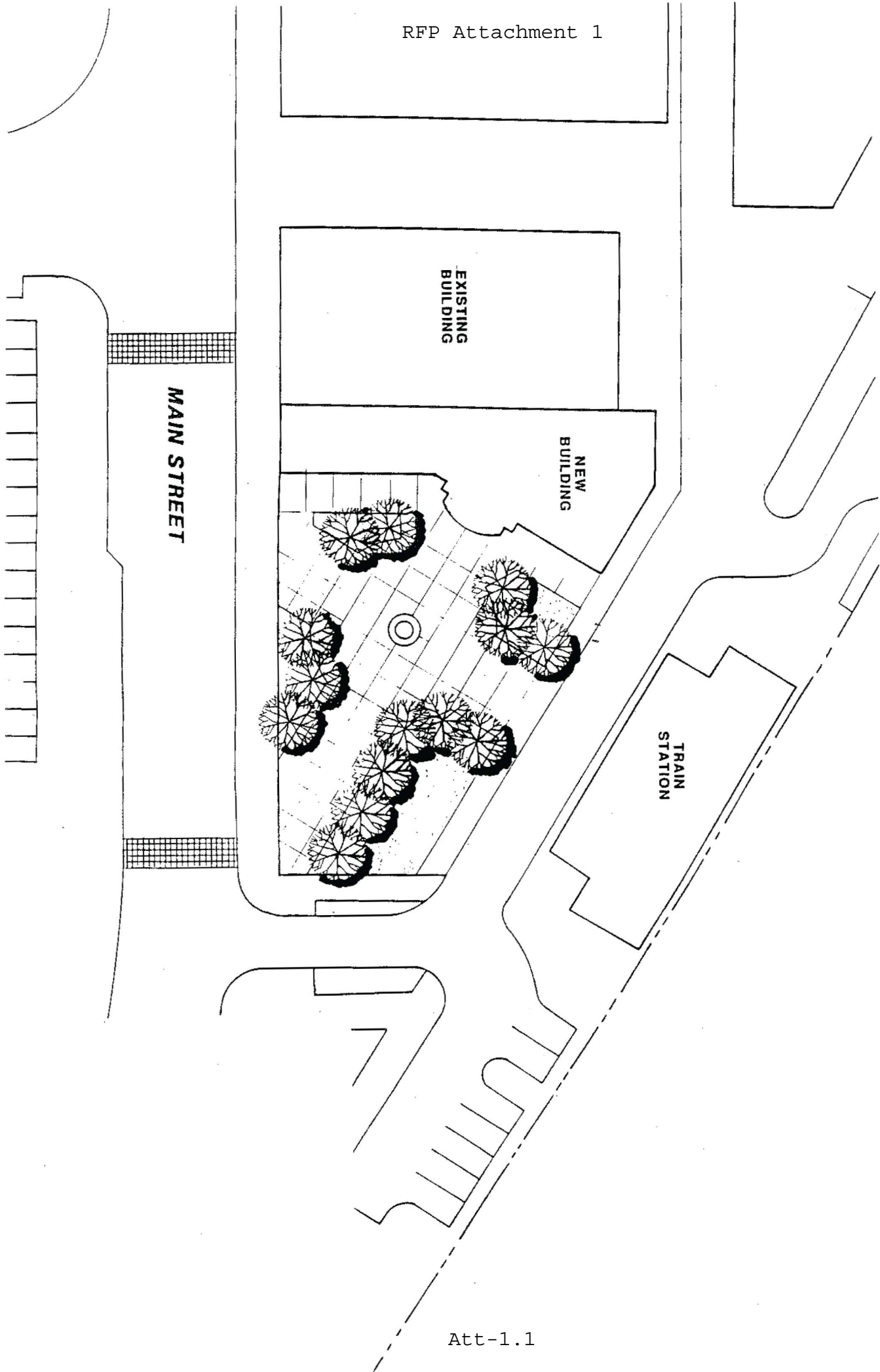
1. Demonstrated experience of the respondent in business management and experience in the food service sector.
2. Quality of the business plan.
3. Ability of respondent to meet the stated City Objectives for the Train Station while furthering the City's Vision for the Waterfront District.

Disclaimers

The selected operator is responsible for maintaining any applicable licenses, permits or other official documents in order to operate on the premises. The selected operator shall comply with any and all applicable laws and regulations pertaining to their business.

ATTACHMENTS TO RFQ/P

1. Train Station Site Map
2. Facility Photos
3. Rental Application
4. Sample Lease Agreement
5. Capitol Corridor Ridership Figures



Attachment #2



Main Street view of facility.



Front drive-way



Front doors

*Please note tables and chairs are not provided by Lessor.



Lobby area looking at available space.

*Please note tables and chairs are not provided by Lessor.



RFP Attachment 3

CITY OF SUISUN CITY RENTAL APPLICATION

Applicant Information

Applicant Name:

Business Name:

Business Activity:

Social Security No:

Present Business Address:

Present Home Address:

Telephone Number:

Permanent Mailing Address:

How long at the present address?

Have you ever been evicted?

If yes, when and why?

Does your business possess a current Suisun City Business License? _____

References

Current Landlord:

Phone Number:

Rental Period Covered:

Previous Landlord:

Phone Number:

Rental Period Covered:

To the best of my/our knowledge and belief, I/we hereby certify that the foregoing information is true, complete and correct. Inquiries may be made to verify the statements herein. I/We also understand that false statements or omissions are grounds for disqualification and/or prosecution under the full extend of applicable California law.

I/We consent to a credit check and a background check which may include a search of public records of criminal arrests and convictions.

Applicant: _____

Date: _____

Co-Applicant: _____

Date: _____

LEASE AGREEMENT

BY THIS AGREEMENT dated [REDACTED] the City of Suisun City, herein called "Lessor," rents to [REDACTED], doing business as [REDACTED] herein called "Lessee," (whose address is [REDACTED] and phone number is [REDACTED]) that certain real property, herein called "said premises," in the County of Solano, State of California, located at 177 Main Street, Suisun City, California, being a portion of the property commonly known as the Train Station and shown in Exhibit A, under the following terms and conditions:

ARTICLE 1. PREMISES DESCRIPTION AND TERM OF LEASE

Description of Premises

Section 1.01. The rented premises are that portion of the building located at 177 Main Street, Suisun City, California as shown on the attached floor plan on "Exhibit A" and consisting of approximately 600 square feet, more or less.

Term

Section 1.02. This agreement is for an [REDACTED] month term commencing [REDACTED], and ending on [REDACTED] unless extended pursuant to section 1.03

Section 1.03 Lessor grants to Lessee two (2) options to extend the term of this agreement for an additional [REDACTED] months for each option provided Lessee notifies Lessor of its intent to exercise each option 90 days prior to the expiration date of the agreement and Lessee is in compliance with the terms of this Lease. The rent and other terms during the options periods of this agreement will be negotiated by both parties.

ARTICLE 2. RENT, UTILITIES, AND SECURITY DEPOSIT

Rent

Section 2.01. Lessee agrees to pay to Lessor as rent for the use and occupancy of said premises during the term of this agreement the sum corresponding to ten percent (10%) of Lessee's gross revenue due and payable on the 1st day of the month following the month for which the rent is due. Gross revenue is defined as the revenue received by Lessee from its operation on the leased premises from all sources. Rent shall be payable to Lessor at 701 Civic Center Boulevard, Suisun City. In the event rent is not paid within 10 days after the due date, Lessee agrees to pay a late charge of \$50. Lessee further agrees to pay \$100 for each dishonored bank check.

Initial _____

Utilities

Section 2.02 Lessor is responsible for the payment of all utilities except telephone. Lessee is responsible for the payment of telephone service. Lessee is also responsible for janitorial services for the property commonly known as the train station including the leased premises.

Security System

Section 2.03 Lessee has opted to utilize the security system. Lessor is responsible for the expenses incurred with the maintenance and upkeep of the security system.

Security Deposit

Section 2.04 Lessor acknowledges receipt of a security deposit of \$ [REDACTED]. The security deposit shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be required to, apply all, or a portion, of the security deposit to cure any default in Lessee's obligations herein. In the event the security deposit, or a portion thereof, is used for this purpose, Lessor shall have the right to require Lessee to repay to Lessor those portions of the security deposit so used. Upon written notice to Lessee from Lessor of the sum due to re-establish the full security deposit, Lessee shall pay the sum due to Lessor within 30 days.

ARTICLE 3. REPAIRS AND MAINTENANCE

Present Condition of Premises

Section 3.01 Lessee agrees and hereby stipulates with Lessor that said designated premises per Exhibit A are in good and tenantable condition on the date of this agreement, subject the completion of the improvements described in Section 3.02.

Improvements by Lessor

Section 3.02 During the term of this agreement, Lessor shall, at Lessor's own cost and expense, keep the exterior roof, side-walls, structural supports, and foundations of the building on said premises in good repair and make all necessary repairs to, or replacements of, the plumbing, and electrical systems on said premises; provided, however, Lessor shall not:

- (1) Be required to make any repairs to the exterior roof, side-walls, structural supports, and foundations of the building on said premises that are rendered necessary by the negligence of or abuse to such property by Lessee or any employees, agents, sublessees, or permittees of Lessee; or
- (2) Be liable for any damages resulting from Lessor's failure to make any repairs required by this section to be made by Lessor unless Lessee gives written notice to Lessor specifying the need for the repairs and Lessor fails to make the repairs with reasonable dispatch after the giving to the notice.

Repairs by Lessee

Section 3.03. Except as provided in Section 3.02 of this agreement, Lessee shall, at Lessee's own cost and expense, during the term of this lease or any renewal or extension of the term of this lease keep and maintain said premises in good order, repair, and in a tenantable condition. Lessee shall not make any repairs or modifications to the building unless said repairs and modifications are expressly approved in writing by Lessor.

Lessor's Right of Inspection

Section 3.04. Lessor or Lessor's duly authorized agents may enter said premises at any and all reasonable times with twenty-four hour prior notice, except in emergencies, during the term of this lease or any renewal or extension thereof to determine whether Lessee is complying with the terms and conditions of this agreement or to perform any other acts authorized by this agreement to be performed by Lessor or reasonably necessary to protect Lessor's rights under this agreement.

Surrender of Premises

Section 3.05. On expiration of this agreement, Lessee shall promptly surrender possession of said premises to Lessor in as good condition as said premises are now in the date of this lease, reasonable wear and tear and damage by the elements or fire or any casualty beyond the control of Lessee excepted.

ARTICLE 4. USE OF PREMISES

Permitted Use of Premises

Section 4.01. Lessee shall use said premises for operating and conducting thereon a coffee shop selling pastries, coffee drinks, sodas, water, sandwiches and other food items and for no other purpose without the written consent of Lessor, which consent shall not be unreasonably withheld.

Compliance with Law

Section 4.02. Said premises shall not be used or permitted by Lessee to be used in violation of any law or ordinance. Lessee shall maintain said designated premises in a clean and sanitary manner and in compliance with all laws, ordinances rules and regulations applicable to said premises enacted or promulgated by any public or governmental authority or agency having jurisdiction over said premises. Lessee will have a current City of Suisun City business license during the term of this agreement and will maintain all other applicable licenses that may be required by law.

Signs

Section 4.03. Lessee may place an appropriately sized sign to be approved by Lessor on in a location designated by Lessor. All signs shall be removed at the sole cost and expense of Lessee without damage to any building on said premises or to said premises on termination of this agreement.

Exhibits

Section 4.04 Lessor and Lessee will, jointly, research the feasibility of installing exhibits within the property commonly known as the Train Station with the theme of trains. This research may include studies and discussions with museums possessing exhibits and artifacts with the same theme.

ARTICLE 5. FIRE INSURANCE

Lessee to Maintain Insurance

Section 5.01. Lessee shall, at Lessee's own cost and expense, at all times during the full term of this lease and any renewals or extensions of the term of this lease keep all personal property insured for full replacement cost. Said insurance to be carried by insurance companies rated AAA or better in "Best's Insurance Guide" against loss or destruction by fire and the perils, including vandalism and malicious mischief, commonly covered under the standard extended coverage endorsement in the county where said premises are located.

Blanket Insurance Policy

Section 5.02. Should Lessee, at any time during the term of this agreement, have in full force and effect a "blanket" policy of insurance insuring said premises and property as well as other property owned or occupied by Lessee in the amounts and against loss or destruction by the perils described in Section 5.01 of this agreement, such blanket insurance policy shall be deemed to meet and satisfy the requirements of this Article provided a copy of the policy, or a certificate evidencing the policy, is delivered to Lessor as required by Section 7.04 of this agreement.

Insurance by Lessor

Section 5.03 Should Lessee at any time fail to procure or maintain the insurance required by this Article, Lessor may obtain such insurance and pay the premium on such insurance for the benefit of Lessee. Any amounts paid by Lessor to procure or maintain insurance pursuant to this section shall be immediately due and repayable to Lessor by Lessee together with interest thereon at the rate of ten percent per annum until paid.

ARTICLE 6. DESTRUCTION OF PREMISES

Damage or Destruction of Premises

Section 6.01. Should any improvements, including buildings and other structures, located on said premises be damaged or destroyed during the term of this agreement, Lessor shall have the sole option to determine whether to repair the damages to the premises or to terminate this agreement in the following manner:

- (1) Where the damage or destruction is caused by the Lessee or otherwise included in the perils against which insurance is required to be carried by Section 7.02 of this agreement, to repair the damage from the proceeds of such insurance or, if such insurance has lapsed or not been carried, at the sole cost and expense of Lessee.
- (2) Where the damage or destruction is caused by a peril against which insurance is not required to be carried by this agreement, to repair the damage at the sole cost and expense of Lessor.

Termination for Uninsured Loss

Section 6.02. Notwithstanding any other provision of this agreement, should any improvements located on said premises be damaged or destroyed to such an extent it will cost more than \$1,000 to repair or replace them; and the damage or destruction is caused by a peril against which insurance is not required to be carried by this agreement, either Lessor or Lessee may terminate this agreement by giving the other written notice of the termination. The notice must be given within thirty days after the occurrence of the damage or destruction; provided, however, that Lessee can prevent termination of this agreement by Lessor pursuant to this section either:

- (1) Paying to Lessor within thirty days after service by Lessee of notice of the termination the estimated cost in excess of \$1,000 of repairing or restoring the damage or destroyed improvements and paying the balance of such costs in excess of \$1,000 promptly on their determination on completion of the repairs or restorations; or
- (2) Repairing or restoring, subject to the approval and supervision of Lessor, the damaged or destroyed improvements at Lessee's own cost and expense and accepting, on completion of the repairs and restoration, a credit from Lessor of actual cost of repairs not to exceed \$1,000 to be applied toward payment of the installments of rent next becoming due under this lease.

Time for Construction of Repairs

Section 6.03. Any and all repairs and restoration of improvements required by this Article shall be commenced by Lessor within a reasonable time after occurrence of the damage or destruction requiring the repairs or restoration, shall be diligently pursued after being commenced, and shall be completed within a reasonable time after the loss.

Abatement of Rent

Section 6.04. The damage or destruction of any improvements located on said premises shall not terminate this agreement, except as otherwise provided in this Article, but any rent payable by Lessee to Lessor under this agreement shall:

- (1) Where the damage or destruction is caused by a peril against which insurance is not required to be carried by this agreement, be abated for the time and to the extent Lessee is prevented from occupying said premises for uses authorized in this agreement.
- (2) Where the damage or destruction is caused by a peril against which insurance is required to be carried by Section 5.01 of this agreement, continue to require to be paid by Lessee as provided in this agreement in full though the damage or destruction renders said premises either partially or completely uninhabitable for the uses authorized by this agreement.

ARTICLE 7. INDEMNITY FROM LIABILITY

Hold-Harmless Clause

Section 7.01. Lessee shall indemnify and hold Lessor and the property of Lessor, including said premises, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reasons of the death or injury of any person, including Lessee or any person or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, caused or allegedly caused by (1) any cause whatsoever while such person or property is in or on said premises as designated by Exhibit "A" or in any way connected with said premises or with any improvements or personal property on said premises; (2) some condition of said premises or some building or improvement on said premises; (3) some act or omission on said premises of Lessee or any person in, on, or about said premises with the permission and consent of Lessee; or (4) any matter connected with Lessee's occupation and use of said premises.

Liability Insurance

Section 7.02. Lessee shall, at Lessee's own cost and expense, secure promptly after execution of this agreement and maintain during the entire term of this agreement and any renewal or extension of such term a broad form comprehensive coverage policy of public liability insurance, including bodily injury and property damage to which Sections 7.03 and 7.04 of this agreement shall apply, issued by an insurance company acceptable to Lessor insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of said premises under this lease in amounts not less than:

- 1) \$1,000,000 for commercial general liability insurance, written on an occurrence basis;
- (2) \$50,000 for damage to or destruction of any property of others.

Cancellation of Insurance

Section 7.03. Each policy of insurance procured by Lessee pursuant to Section 5.01 or Section 7.02 shall expressly provide that it cannot be canceled for any reason or altered in any manner unless 10 days' prior written notice has been given by the insurance company issuing the policy to Lessor in the manner specified in this agreement for service of notices on Lessor by Lessee.

Deposit of Insurance Policies with Lessor

Section 7.04. Promptly on issuance, reissuance, or renewal of any insurance policy required by this lease, including fire and liability insurance policies, Lessee shall cause a duplicate copy of the policy or a certificate evidencing the policy naming Lessor as second loss payee and executed by the insurance company issuing the policy or its authorized agent to be given to Lessor.

Exoneration of Lessor

Section 7.05. Lessee hereby expressly waives all claims for damages and agrees that Lessor shall not be liable for any damages or injuries to Lessee's business, for any damage or destruction of property belonging to Lessee or on said premises with the consent of Lessee or for any injuries to Lessee or any person on said premises with the consent of Lessee unless such damage, injury, loss or destruction directly results from either Lessor's failure after written notice from Lessee to make any repairs required by this lease to be made by Lessor or an intentional or willful act of Lessor or some agent or employee of Lessor.

ARTICLE 8. DEFAULT AND TERMINATION

Remedies on Lessee's Default

Section 8.01. Should Lessee breach this agreement or abandon said premises without the notice of termination required herein, Lessor, in addition to any other remedy given Lessor by law or equity, may:

- (1) Continue this agreement in effect by not terminating Lessee's right to possession of said premises, in which event Lessor shall be entitled to enforce all Lessor's rights and remedies under this agreement including the right to recover the rent specified in this agreement for a period of thirty (30) days after the breach or abandonment; or
- (2) Terminate this agreement and recover from Lessee:
 - (a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of this tenancy;
 - (b) The worth at the time of award of the amount of the unpaid rent for a period of thirty (30) days after the time Lessor became aware that Lessee abandoned the premises; and

- (c) Any other amount necessary to compensate Lessor for detriment caused by Lessee's failure to perform his obligations under this lease; or
- (3) Terminate this agreement and, in addition to any recoveries Lessor may seek under subparagraph (2) of this section, bring an action to re-enter and regain possession of said premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

Default By Lessee

Section 8.02. All covenants and agreements contained in this agreement are declared to be conditions to this tenancy and to the term hereby demised to Lessee. Lessee shall breach this agreement, thereby giving Lessor the remedies specified in Section 8.01 of this lease, should:

- (1) Any rent be unpaid when due and remain unpaid for three days after written notice to pay such rent or surrender possessions of said premises is served on Lessee by Lessor; or
- (2) Lessee defaults in the performance or breaches any other covenant, condition, or other term contained in this agreement and such default or breach is not cured within twenty days after written notice is given by Lessor to Lessee.

Insolvency

Section 8.03. Should Lessee become insolvent as defined in this section, Lessor may, by giving thirty day's notice to Lessee or on the person appointed to manage Lessee's affairs at the court that appointed him, terminate this agreement and forfeit Lessee's interest in said premises and in any improvements or facilities in, on, or appurtenant to said premises. For purposes of this section Lessee shall be conclusively presumed to have become insolvent if Lessee should:

- (1) Have a receiver appointed to take possession of all or substantially all of Lessee's property because of insolvency;
- (2) Make a general assignment for the benefit of creditor's; or
- (3) Allow any judgment against Lessee to remain unsatisfied and unbound for a period of thirty days or longer.

Cumulative Remedies

Section 8.04. The remedies given to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all other remedies now or hereafter allowed by law or authorized elsewhere in this agreement.

Waiver of Breach

Section 8.05. The waiver by Lessor of any breach by Lessee of any of the provisions of this agreement shall not constitute a continuing waiver or a waiver of any subsequent default or breach be Lessee either of the same or a different provision of this agreement.

ARTICLE 9. MISCELLANEOUS

No Subleasing or Assigning

Section 9.01. Lessee shall not encumber, assign, or otherwise transfer his rights under this agreement, any right or interest in this agreement, or any right or interest in said premises or any of the improvements that may now or hereafter be constructed or installed on said premises without the express written consent of Lessor first had and obtained. Neither shall Lessee sublet said premises or any part thereof or allow any person, other than Lessee's agents, servants, and employees, to occupy said premises or any part thereof without the prior written consent of Lessor. Any encumbrance, assignment, transfer, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessor, terminate this agreement. The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of said premises or parts of said premises shall not be unreasonably withheld.

Notices

Section 9.02. Except as otherwise provided by law, any and all notices or other communications required or permitted by this agreement or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or to any managing employee or officer of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Lessee at:

177 Main Street,
Suisun City, CA 94585

and



or to Lessor at:

701 Civic Center Boulevard
Suisun City, CA 94585

Either party, Lessor or Lessee, may change their address for purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

Attorney's Fees

Section 9.04. Should any litigation, including arbitration proceedings, be commenced between the parties to this agreement concerning said premises, this tenancy, or the rights and duties of either in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted in the litigation, to a reasonable sum as and for his attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

Binding on Heirs and Successors

Section 9.05. This agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrator, successors, and assigns of each of the parties hereto, Lessor and Lessee, but nothing contained in this section shall be construed as a consent by Lessor to any assignment of this agreement or any interest in it by Lessee.

Time of Essence

Section 9.06. Time is expressly declared to be of essence.

Possessory Interest

Section 9.07. State of California Revenue and Taxation Code Section 107.6 requires that the City of Suisun City, acting as the owner of the property known as the Train Station must inform any and all tenants of said property when entering into a written lease agreement "whereby a possessory interest subject to property taxation may be created".

By signing this lease agreement, the Lessee hereby acknowledges that the City has duly informed the Lessee of his or her obligation to pay any property taxes levied by Solano County on the possessory interest.

EXECUTED on the date specified on page one as the date of this agreement at Suisun City, Solano County, California.

LESSEE:

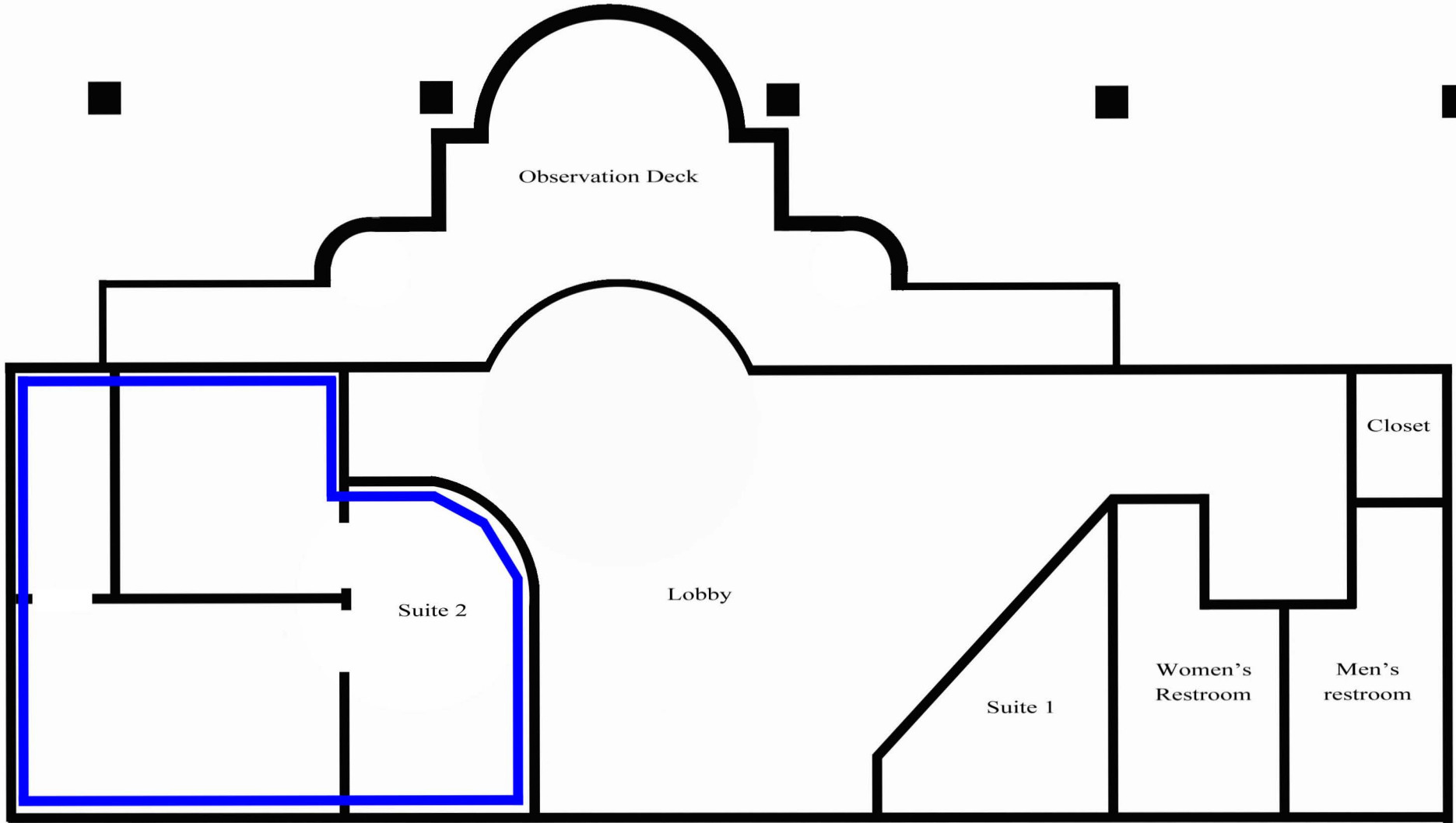
LESSOR:

CITY OF SUISUN CITY

By:

By: Suzanne Bragdon, City Manager

Exhibit A



Att-4.11

Suisun City Train Station
177 Main Street

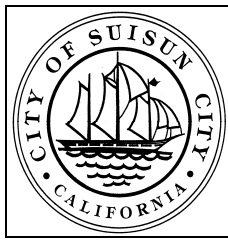


Exhibit B

RULES AND REGULATIONS

SUISUN CITY TRAIN DEPOT, 177 MAIN STREET, SUISUN CITY, CA

1. Lessor shall reserve the right to control and operate the public portions of the Building and the public facilities, as well as facilities and property furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants and facility generally.
2. Lessor shall have the right to prohibit any advertising or business conducted by Lessee referring to the Building which, in Lessor's opinion, tends to impair the reputation of the Building or its desirability as a first-class building and upon notice from Lessor, Lessee shall refrain from or discontinue such advertising or business.
3. Lessor shall provide cleaning products, bathroom supplies, and light-bulbs on a consistent basis. Should it be necessary to provide anything above the normal supply, Lessee shall contact Lessor as soon as the need is identified.
4. Security for the premises will consist of normal and customary patrols and availability of the Suisun City Police Department. It shall be the Lessee's responsibility to immediately notify the Police Department when additional assistance is needed. Lessee may, at lessee's expense, provide for additional security services. Lessor shall have the right to approve or deny any such additional security arrangements prior to implementation.
5. All entrance doors in the leased premises shall be locked when the leased premises are not in use. Lessee will keep windows and doors closed in order to maintain internal temperatures provided by the heat and air conditioning systems.
6. The building entries shall not be obstructed by any tenant, or used for any other purpose than ingress or egress to and from its respective premises. Lessee shall not bring into or keep within the Building any animal or vehicle, with the exception of Guide Dogs for the blind, or wheelchairs, motorized wheelchairs and the like.
7. Lessee shall not make or cause to be made any repairs, alterations, additions, or improvements, including painting, to or of the said premises, or any part thereof, without first obtaining the written consent of the Lessor. Lessee is responsible for any attachments to woodwork, walls, floors or ceilings.
8. Lessee will notify Lessor promptly of repairs which are needed in the common areas. In addition to anything outlined herein, rooms or other areas used in common by tenants shall be subject to the same regulations which apply to the leased premises.
9. No additional locks, bolts or mail slots of any kind shall be placed upon any of the doors or windows by Lessee, nor shall any change be made in existing locks or the

mechanism thereof. Lessee must, upon the termination of the tenancy, restore to Lessor all keys either furnished to, or otherwise procured by Lessee, and in the event of the loss of any keys so furnished, Lessee shall pay to Lessor the cost thereof.

10. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with any window or door of the said Premises without the prior written consent of the Lessor.
11. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into public places in the Building shall not be covered or obstructed by Lessee, nor shall any bottles, parcels, trash, or other articles be placed on the window sills, or in the public portions of the Building.
12. Lessee shall not mark, paint, drill into or in any way deface any part of the said Premises or the Building. No boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Lessor, and as Lessee may direct.
13. Lessee may place an appropriately sized sign to be approved by Lessor in a location designated by Lessor. All signs shall be removed at the sole cost and expense of Lessee without damage to any building on said premises or to said premises.
14. Neither Lessee nor any of the Lessee's agents, servants, employees, contractors, visitors or licensees shall at any time bring or keep upon the said Premises any inflammable, combustible or explosive fluid, chemical or substance.
15. The Lessee shall not contract for any work or service which might involve the employment of labor incompatible with the Building employees or employees of contractors doing work or performing services by or on behalf of the Lessor.
16. Lessee shall install and maintain at Lessee's sole cost and expense, an adequate visibly marked (at all times properly operational) fire extinguisher next to any duplicating or photocopying machine or similar heat producing equipment, which may or may not contain combustible material, in the said Premises.
17. No water cooler, air conditioning unit or system or other apparatus shall be installed or used by Lessee without the written consent of Lessor.
18. Lessee is responsible for janitorial services, except as otherwise agreed to in writing, for the property commonly known as the Train Station including the leased premises. This includes the lobby/waiting areas and restroom facilities.
19. The lavatories, water closets and urinals shall not be used for any purpose other than those for which they were installed. Lessee is asked to report water leaks to Property Management staff immediately.
20. Lessees shall maintain restrooms according to an agreed schedule which shall be retained on file with the Lessor.
21. Common areas are generally defined as those spaces which are publicly accessible and/or provide access to both Lessees' rented portions of the premises. The lobby/waiting area and bathrooms substantially fit within that definition.

22. Use of common areas shall be consistent with the primary purpose of the particular space (i.e. lobby/waiting area shall primarily be used as a space for passengers to wait for their transportation service to arrive). Placement of Lessee property within common areas is subject to approval by Lessor. Lessee assumes sole responsibility for any of their property placed within the common areas.
23. Some items have been placed within the common areas by the Lessor as enhancements to the facility. Such items include benches and water fountains and are entrusted to the Lessees for the duration of the Lease Agreement. Lessor is responsible for replacement of these items unless otherwise allowed by law. Such items may be removed or added at the discretion of the Lessor.
24. Common areas shall not be used for storage, unless specifically designed or designated for that purpose (i.e. storage closets, etc).
25. The Lessee shall not exhibit, sell or offer for sale on the Premises or in the Building any article or thing except those articles and things essentially connected with the stated use of the said Premises by the Lessee, further contained within the Lessee's Lease Agreement, without the advance consent of the Lessor.
26. There shall not be used or kept anywhere in the Building by any tenant or persons or firms visiting or transacting business with a tenant any hand trucks or other vehicles, except those equipped with rubber tires.
27. No animal or bird of any kind shall be brought into or kept in or about the said Premises or the Building, except for Guide Dogs for the blind.
28. If the said Premises is, or becomes infested with insect pests or vermin as a result of the use or any misuse or neglect of the said Premises by Lessee, its agents, servants, employees, contractors, visitors or licensees, Lessee shall forthwith at Lessee's expense cause the same to be exterminated from time to time to the satisfaction of Lessor and shall employ such licensed exterminators as shall be approved in writing in advance by Lessor.
29. Lessor reserves the right by written notice to Lessee, to rescind, alter or waive any rule or regulation at any time prescribed for the Building when, in Lessor's judgment, it is necessary, desirable or proper for the best interest of the Building and its tenants.
30. Lessor is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.
31. In the event of an emergency, Lessee agrees to allow Lessor to enter the said premises without prior notice. Lessee is requested to report water leaks immediately. No vehicle washing is permitted adjacent to the premises.

Accepted: _____, Lessee

Date: _____

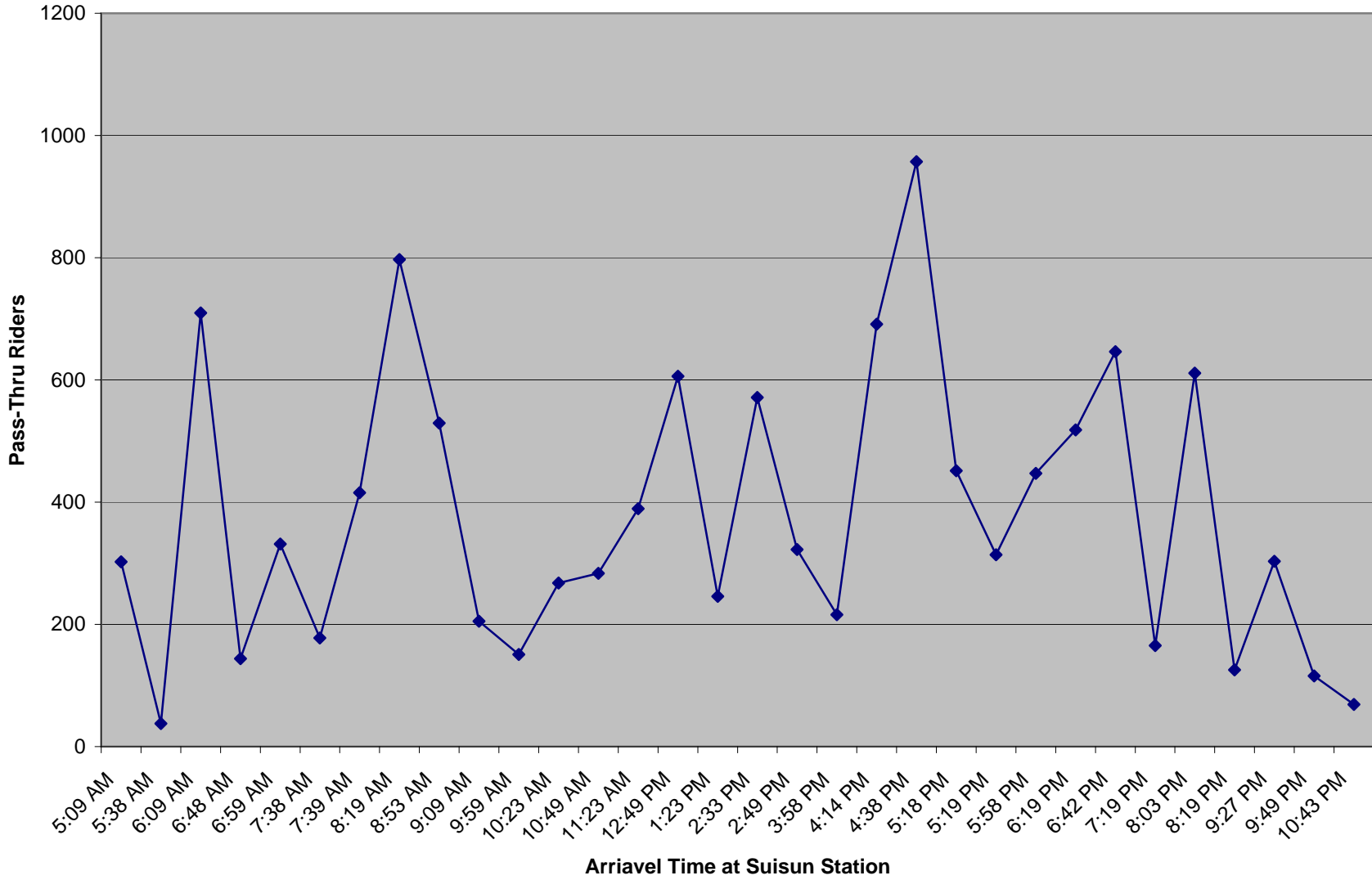
RFP Attachment 5

6/2011 Weekday Ridership							
Train Number	Arrival Time at Suisun	Mon	Tues	Wed	Thurs	Fri	Total Weekday Riders
521	5:09 AM	613	557	691	694	556	3111
518	5:38 AM	61	62	86	110	71	390
523	6:09 AM	1371	1316	1643	1648	1327	7305
520	6:48 AM	275	307	326	305	270	1483
525	6:59 AM	635	616	811	758	593	3413
522	7:38 AM	402	291	387	396	352	1828
527	7:39 AM	765	809	927	989	785	4275
529	8:19 AM	1462	1488	1922	1854	1475	8201
524	8:53 AM	1053	940	1315	1095	1044	5447
531	9:09 AM	356	400	476	389	490	2111
533	9:59 AM	279	250	404	331	286	1550
526	10:23 AM	405	523	585	651	592	2756
535	10:49 AM	489	484	643	642	661	2919
528	11:23 AM	791	656	916	778	864	4005
537	12:49 PM	1113	1036	1314	1417	1356	6236
530	1:23 PM	444	390	525	612	559	2530
532	2:33 PM	1043	949	1240	1340	1308	5880
541	2:49 PM	610	615	758	569	769	3321
534	3:58 PM	355	356	482	513	515	2221
543	4:14 PM	1261	1277	1554	1654	1370	7116
536	4:38 PM	1772	1775	2145	2220	1938	9850
538	5:18 PM	739	770	1029	1153	954	4645
545	5:19 PM	520	531	715	729	738	3233
540	5:58 PM	896	826	1099	1074	707	4602
547	6:19 PM	855	915	1139	1275	1150	5334
542	6:42 PM	1100	1130	1436	1555	1432	6653
549	7:19 PM	309	289	348	378	376	1700
544	8:03 PM	1090	1041	1366	1422	1371	6290
551	8:19 PM	215	214	257	317	287	1290
546	9:27 PM	502	594	699	640	687	3122
553	9:49 PM	220	202	253	269	246	1190
548	10:43 PM	113	121	150	177	149	710

	per month	per day
Boarding	5775.17	253.85
Alights	5976.25	262.69
Pass Through Riders	70025.61	2300.64

6/2011 Weekend Ridership				
Train Number	Time	Sat	Sun	Total Weekend Riders
723	6:19 AM	109	107	216
727	8:19 AM	539	293	832
720	8:28 AM	274	195	469
729	9:49 AM	660	484	1144
724	10:03 AM	570	427	997
733	11:19 AM	571	510	1081
728	12:03 PM	733	684	1417
737	12:49 PM	543	687	1230
732	1:33 PM	318	286	604
741	2:54 PM	469	723	1192
734	3:03 PM	625	788	1413
743	4:14 PM	432	650	1082
736	4:33 PM	372	519	891
745	5:19 PM	281	385	666
738	5:33 PM	245	274	519
747	6:19 PM	425	674	1099
742	6:38 PM	447	780	1227
749	7:49 PM	236	464	700
744	8:03 PM	358	501	859
746	9:03 PM	151	189	340
751	9:49 PM	150	308	458
748	10:03 PM	223	273	496
748	10:03 PM	223	273	496

Average Weekday Capital Corridor Pass-Thru Riders



Average Weekend Pass-Thru Ridership

