

**REQUEST FOR PROPOSALS**  
**SALT LAKE CITY CORPORATION**  
**DEPARTMENT OF AIRPORTS**  
**AIRPORT RETAIL CONCESSIONS**

Sample Document



**AUGUST 2010**

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## SECTION 2 Notice to Respondents

Salt Lake City Corporation ("City"), through its Department of Airports ("SLCDA"), is inviting proposals from qualified firms to operate and manage retail concession(s) at the Salt Lake City International Airport ("Airport").

The RFP package can be obtained by prospective Respondents beginning August 25, 2010, by registering and downloading documents online at [www.slcpurchasing.com](http://www.slcpurchasing.com). Sealed proposals will be received at the SLCDA Division of Administration and Commercial Services, P.O. Box 145550, Salt Lake City, Utah 84114-5550 (or if delivered by courier to the SLCDA Division of Administration and Commercial Services, Salt Lake City International Airport, Terminal Unit One, 776 N. Terminal Drive, 2<sup>nd</sup> Floor Mezzanine, Salt Lake City, Utah 84122) until 2 p.m. local time on October 28, 2010.

A **mandatory** pre-proposal conference will be held on September 8, 2010, at the Airport Hilton located in the International Center at 5151 Wiley Post Way, Salt Lake City, Utah, beginning at 9:00 a.m., local time. People with disabilities may make requests for reasonable accommodation no later than 48 hours in advance in order to attend this pre-proposal conference. Accommodations may include alternate formats, interpreters, and other auxiliary aids. This is an accessible facility. For questions or additional information, please contact Pam Johnson at (801) 575-3432, TDD (801) 575-2264.

The purpose of the conference will be to discuss the requirements and objectives of the RFPs, answer questions, provide a networking opportunity for prospective respondents and sublessees, and tour the existing concession facilities. The tour of the existing concession facilities is **optional** and not mandatory. Airport management representatives will be available to answer questions.

Prospective respondents should return the Pre-Proposal Conference Attendance Form attached to this RFP as Section 14 via email to [sondra.donivan@slcgov.com](mailto:sondra.donivan@slcgov.com) or by or facsimile to (801) 575-2041, by September 6, 2010.

Respondents may contact Sondra Donivan at (801) 575-2929 with questions regarding the website. The right to reject any and all proposals or to accept any proposal that is deemed to be more advantageous to the public and City is reserved.

**SECTION 3**  
**Schedule**

RFP Available	August 25, 2010
Pre-Proposal Conference	September 8, 2010
Statements Due	October 28, 2010
Interviews (tentative)	January 12-13, 2011
Concession Buildout	After July 1, 2011
Contract Commencement	July 1, 2011

# Sample Document

***Respondents or their agents are instructed not to contact selection committee members, City employees, the Mayor's office, the City Council, or members of the Airport Board (as outlined in Salt Lake City Code Title 2 Chapter 2.44, Conflict of Interest), or externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify Respondents in violation of this paragraph.***

## SECTION 4 Definitions

These definitions apply to this RFP.

Addendum – Written or graphic instrument issued prior to Proposal Due Date that clarifies, corrects or changes the RFP or the Concession Lease documents.

Airport – Salt Lake City International Airport.

Airport Concession Disadvantaged Business Enterprise (ACDBE) – For the purposes of this RFP, this is a small business enterprise that has been certified by the Utah Unified Certification Program as a disadvantaged business enterprise as defined in 49 CFR, Part 23.

Beneficial Occupancy – Beneficial Occupancy shall occur as of the latest of the dates established under the Concession Lease for completion of build out for concession locations identified herein.

City – Salt Lake City Corporation.

Communication Prohibition – Regarding this solicitation, Respondents or their agents are instructed not to contact selection committee members, City employees, the Mayor's office, the City Council, or members of the Airport Board (as outlined in Salt Lake City Code Title 2 Chapter 2.44, Conflict of Interest), or externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify Respondents in violation of this paragraph.

Concession Lease – A written Lease between the City and a Selected Respondent covering the leasing of premises located in Salt Lake City International Airport for retail concession operations.

Day – A calendar day of 24 hours measured from midnight to the next midnight.

Greater Salt Lake Metropolitan Area - For the purposes of this RFP the Greater Salt Lake Metropolitan Area is anchored by Salt Lake City and encompasses the geographical area and communities along the Wasatch Front generally between the cities of Ogden and Provo.

Leased Premises – The premises to be leased for use in providing the retail concession services outlined in this RFP.

Local Brand – A branded concept that has a significant presence in, but little to no presence outside of, the Greater Salt Lake Metropolitan Area.

Minimum Annual Guarantee – The minimum amount of rent a Selected Respondent will pay per lease year for the privilege of renting space for the operation of retail concessions at the Airport.

Minimum Qualifications – The minimum qualifications that have been established by the SLCDA that must be satisfied by Respondents as a precondition to further consideration of their Proposals.

National Brand – A branded concept that has a significant presence in the United States.

Percentage Rent – Rent based on a percentage of gross receipts that a successful Respondent will pay under the Concession Lease in the event the Percentage Rent so calculated exceeds the Minimum Annual Guarantee. The Percentage Rent may be proposed as a single percentage that remains the same over the term of the Concession Lease or as stepped percentages that are applicable at different gross sales levels.

Pre-Proposal Conference – A conference following the issuance of the Request for Proposals, attended by potential Respondents for the purpose of clarification of the RFP requirements and the RFP evaluation and selection process. Attendance is mandatory for those submitting Proposals.

Proposal – The documents requested by the City and submitted by each Respondent pursuant to the terms of this RFP.

Proposal Expiration Date - The date and time a final Concession Lease is fully executed by all parties or one hundred eighty (180) days after the Deadline for Proposal submission, whichever comes first. All Proposals submitted under this RFP shall remain effective and subject to acceptance until the Proposal Expiration Date.

Respondent – The individual or entity submitting a response to this RFP to lease space in the Airport for the operation of retail concessions.

Salt Lake City Corporation – The Utah municipal corporation that operates and manages the Salt Lake City International Airport.

Salt Lake City International Airport - The large hub, commercial airport located in Salt Lake City, Utah.

Selected Respondent – An individual or entity selected after the evaluation process that has provided a Proposal that best meets the evaluation criteria and provides the best overall offer for the City.

Shell – Concession space that provides minimum conditions for build out by the Selected Respondents.

SLCDA – The department of the City that operates and manages the Airport and has oversight and approval authority over Concession Leases at the Airport.

Street Pricing Policy – A pricing policy that specifies that the prices of all retail products sold at the Airport may not exceed the prices charged in comparable retail outlets within the Greater Salt Lake Metropolitan Area by more than 10 percent for like products.

Tenant Design Standards – Design standards as set forth by the City.

## **SECTION 5**

### **General Overview**

#### **1. REQUEST FOR PROPOSAL ("RFP")**

Salt Lake City Corporation ("City") through its Department of Airports ("SLCDA") is soliciting competitive proposals from qualified business entities (collectively "Respondents" or individually, a "Respondent") that have demonstrated expertise in the development and operation of retail concessions at airports or other transportation centers, shopping centers, malls, or downtown areas, to operate and manage retail concession(s) for use by patrons of the Salt Lake City International Airport ("Airport"). In connection with these retail concessions the SLCDA has established the following objectives:

It is the objective of the SLCDA to make available a variety of quality retail concessions to the traveling public and other users of the Airport. The successful Respondents will be expected to meet or exceed the following goals and objectives of SLCDA throughout the term of the Concession Leases to be awarded:

- Provide first-class service and quality retail products to Airport consumers primarily through locally, regionally, or nationally branded concepts
- Provide innovative retail concepts offering broad customer appeal
- Provide prompt, timely service, and product delivery to the traveling public
- Offer competitive retail pricing
- Enhance the friendliness and convenience of services provided at the Airport and add to the overall image of the Airport and the City
- Optimize concession revenues to the Airport

Each retail concession employee is an ambassador for the Airport. Employee training is essential and should include knowledge of the terminal areas and other services available at the Airport.

The selected concessionaires will be required to provide all necessary facility build-outs, including materials, supplies and labor, to ensure that the retail concessions are designed and finished in a manner that complies with applicable building codes and SLCDA standards.

#### **2. PRE-PROPOSAL CONFERENCE AND SUBMISSION DATE**

A pre-proposal conference will be held on September 8, 2010, beginning at 9:00 a.m. local time at the Airport Hilton located in the International Center at 5151 Wiley Post Way. Attendance by at least one Respondent representative is mandatory.

Prospective Respondents should return the **Pre-Proposal Conference Attendance Form** attached to this RFP as Section 14 by facsimile or mail by September 6, 2010.

The purpose of the Conference will be to discuss the requirements and objectives of the RFP, answer questions, and provide a networking opportunity for prospective Respondents and sublessees. Airport management representatives will be available to answer questions.

People with disabilities may make requests for reasonable accommodation no later than 48 hours in advance in order to attend this pre-proposal conference. Accommodations may include alternate formats, interpreters, and other auxiliary aids. This is an accessible facility. For questions or additional information, please contact Pam Johnson at (801) 575-3432; TDD (801) 575-2264.

#### Facility Tours

The City will conduct tours of the existing retail concessions at the Airport following the Pre-Proposal Conference. Attendance at a facility tour is optional. These will be the only guided tours of the facilities. For security reasons, all participants on the tour must provide their names and date of birth prior to the tour, as requested on the Pre-Proposal Conference Attendance Form attached as Section 14.

### 3. AGREEMENT

City intends to enter into an agreement ("Agreement") with each selected Respondent. The agreement term will begin on or about July 1, 2011, and continuing for a period of seven (7) years. The standard form of agreement will be made available on the RFP website after the pre-proposal conference. The form agreement will be provided for information purposes only. City may modify the terms of the agreement at any time prior to execution.

After completion of the evaluation process, the City will provide a letter of award to the Selected Respondents. Each Selected Respondent shall enter into a Concession Lease with the City. Each Selected Respondent shall fully execute and deliver to the City a signed Concession Lease within thirty (30) days after receipt of a letter of award in the form negotiated by the City and the Selected Respondents, unless this time frame is extended in the sole discretion of the City. Should a Selected Respondent fail to execute and deliver the Concession Lease within thirty (30) days, the City may cancel the Lease award and if such failure occurs as a result of Respondent's bad faith or its failing to comply with the representations in its Proposal, said Respondent's Proposal Guarantee shall be forfeited as liquidated damages and the Proposal shall be deemed rejected.

Following execution of the Agreements by the City, the City shall establish a construction and build-out schedule. The schedule shall determine the timing in which the concession locations shall be made available to the Selected Respondents for



construction. Prior to build-out, selected Respondents shall obtain City's written approval of the design and construction drawings.

#### 4. PROCUREMENT AND ETHICS REQUIREMENTS

Respondents and the selected Respondent must agree to comply with and be governed by City's procurement rules and ethics standards.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** The Respondent represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

#### 5. EXPLANATION BY ADDENDUM ONLY

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to the Respondent orally. Every request for interpretation or additional information regarding this RFP shall be made in writing, via e-mail, to Cole Hobbs, Airport Contracts Manager, at [cole.hobbs@slcgov.com](mailto:cole.hobbs@slcgov.com). The deadline for questions shall be 5 p.m. local time on October 15, 2010. City shall not be obligated to respond to requests for such interpretation or correction. By signing and submitting this RFP, Respondent acknowledges that it has registered on the City's procurement website at [www.slcpurchasing.com](http://www.slcpurchasing.com) and has viewed all materials on the website, including any addenda to this RFP.

#### 6. RESPONDENT JUDGMENT

It is the responsibility of each Respondent to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent operation and management of a retail concession(s) at the Airport pursuant to the Agreement. Any data furnished by City is for informational purposes only and is not warranted. Respondent's use of any such information shall be at Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the retail concession requirements, operational conditions, or any other relevant documents or information shall not relieve the selected Respondent from complying fully with this RFP or subsequent Agreement.

## 7. PROPOSAL REQUIREMENTS

The submittal requirements are outlined in Section 6 and in Section 10 of this RFP. Proposals must include, at a minimum, responses to each required topic. Respondents are requested to respond in full, complete, narrative sentences. Respondents may also address other relevant issues that they consider to be critical to the success of quality retail concessions.

## 8. EVALUATION CRITERIA

Proposal evaluation criteria are outlined in Section 11 to this RFP. The selection committee will consider the submitted proposals and will invite several qualified Respondents to be interviewed. A response to the RFP and submission of proposal(s) does not guarantee an interview. Respondents to be interviewed will also be asked to submit additional and more detailed information. The committee's final selections will be those Respondents which, in the committee's sole judgment, are deemed to have been most responsive to the SLCDA's goals and objectives of this RFP.

## 9. INSURANCE AND BONDS

The selected Respondents, at their own cost and expense, shall secure and maintain the following policies of insurance and bonds:

- A. Commercial General Liability Insurance with City named as an additional insured in the amount of \$2 million\* per occurrence limit of liability. The commercial general liability policy or policies shall provide coverage for premises operations, acts of independent contractors and completed operations. The policy must provide that coverage will not be canceled or reduced without at least thirty (30) days notice. (*\*The policy or policies shall have limits of not less than \$5 million per occurrence limit of liability if Concessionaire will be delivering airside [Ramp Access].*)
- B. Business Auto Coverage Form. The policy or policies shall provide coverage for owned, hired and non-owned automobiles. The policy or policies shall have limits of not less than \$2 million\* per occurrence limit of liability. (*\*The policy or policies shall have limits of not less than \$5 million per occurrence limit of liability if Concessionaire will be delivering airside [Ramp Access].*)
- C. Evidence of Workers Compensation and Employers' Liability with coverage for statutory benefits required by the state of Utah.
- D. A Letter of Credit or Performance Bond in the amount of the Minimum Annual Guarantee. The collateral must meet the minimum requirements stated in the Letter of Credit Checklist and Performance Bond form attached as Section 18.

All policies of insurance and bonds provided shall be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury

Department's current Department of Treasury Fiscal Services List 570, or shall have a rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s Best Insurance Report.

#### 10. EMPLOYMENT STATUS VERIFICATION SYSTEM (SB 81)

- A. Each Respondent and each person signing on behalf of any Respondent certifies as to its own entity, under penalty of perjury, that the named Respondent has registered and is participating in the Status Verification System to verify the work eligibility status of the Respondent's new employees that are employed in the state of Utah in accordance with UCA Section 63G-11-103.
- B. The Respondent shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) consultant by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided to Consultant prior to the notice to proceed for the subcontractor to perform the work."
- C. The City will not consider a proposal Statement for award, nor will it make any award where there has not been compliance with this Section.
- D. Manually or electronically signing the proposal Statement is deemed the Respondent's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including UCA Section 63G-11-103.

#### 11. ADDITIONAL INFORMATION AND INQUIRIES

City reserves the right to cancel or modify the terms of this RFP at any time. City will provide Respondents with written notice of the cancellation or modification. City additionally reserves the right to accept or reject any or all proposals.

Communication Prohibition. Respondents or their agents are instructed not to contact selection committee members, City employees, the Mayor's office, the City Council, or members of the Airport Board (as outlined in Salt Lake City Code Title 2 Chapter 2.44, Conflict of Interest), or externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify Respondents in violation of this paragraph.

**SECTION 6**  
**Submittal and Minimum Qualification Requirements**

1. SUBMISSION DATE

**Respondents shall submit their proposals no later than 2 p.m. local time on October 28, 2010, addressed to:**

**If delivery by U.S. Postal Service mail:**

Cole Hobbs  
Airport Contracts Manager  
Salt Lake City Department of Airports  
P.O. Box 145550  
Salt Lake City, UT 84114-5550

**If hand delivery or courier delivery:**

Salt Lake City Department of Airports  
Airport Division of Administration and Commercial Services  
Terminal Unit 1  
776 North Terminal Drive, 2nd Floor Mezzanine  
Salt Lake City, Utah 84122

2. SUBMITTAL REQUIREMENTS

- A. One (1) original and nine (9) identical copies of the proposal must be submitted in a sealed package with the Respondent's name, address, submittal date, and the notation "Retail Concession Proposal, Package Name(s) and/or Number(s)" as appropriate, shall be clearly typed or printed on the outside of the package in which the Proposal is submitted. Proposals will become the property of City and will not be returned to Respondents.
- B. Proposals for the various concession packages shall be limited to the number of pages stated in Section 10. The page limits shall be inclusive of all attachments with the exception of financial statements. Proposals shall be single sided and in typeface no smaller than 12-point font. Electronic copies of the proposals must also be included. The Proposal shall include all required information and meet RFP requirements.
- C. The Proposal Form, included with this RFP as Section 13, must be completed and returned with the proposals.
- D. Respondents must complete and submit the Affidavit of Non-collusion that is included as Section 15 to this RFP.

- E. Respondents are instructed not to add, delete, or alter any of the terms and conditions of these RFP documents. If Respondent makes any changes to any of the documents, City may, in its sole discretion, reject the Proposal.
- F. Proposal Guarantee. Each proposal shall be accompanied by a bank cashier's check, certified check, or proposal bond payable to Salt Lake City Corporation in the amount(s) stated under Section 7.F. The check or bond shall be given as security to guarantee that the successful Respondent will enter into a retail concession Agreement. The check or bond will be forfeited and surrendered to City should the selected Respondent fail to enter into Agreement. Checks or bonds will be returned to unsuccessful Respondents within thirty (30) days from the date Agreement is executed.
- G. Consideration

In order to have a Proposal considered by the City, Respondents must provide all of the information required under the terms of this RFP. Respondents should review the following instructions carefully prior to preparing and submitting a Proposal.

The City reserves the right to negotiate with one or more Respondents prior to final selection of a Proposal. Notwithstanding City's election to negotiate with one or more Respondents, all Proposals shall remain in effect and subject to selection or rejection by City.

Any Concession Lease arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the City, its officers, employees, or agents unless and until it is approved by the City, and then duly executed by the City.

The City reserves the right to postpone the Proposal submittal due date or to withdraw this RFP, or portions of this RFP, at any time.

#### H. Irregularities

A Proposal will be considered irregular and may be rejected if it is improperly executed or fails to satisfy the submittal requirements set forth herein. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to waive any informalities or irregularities in a Proposal, except that:

The City will not waive the requirement that a Proposal, complete in all material respects, be received by the City by the time and date specified for receipt thereof; and

City will not consider any Proposal that does not conform in all material respects to the terms of this RFP.

The City reserves the right to request clarification of information submitted in any Proposal, to require additional information from any Respondent, or to reject any or all Proposals for any reason and to re-advertise or postpone the RFP process for the Concession Lease.

I. Execution

Proposals shall be executed in the name of the entity actually proposing to perform under the Concession Lease. The Proposal and rent proposal shall bear the signature of an officer authorized to sign for the entity, and the printed or typewritten name of the signing officer and office held. Evidence of the authority of the signer must be attached to the submitted Proposal. In the event of a partnership or a joint venture Proposal, authorized representatives of each participant must sign the Proposal.

No Proposal may be withdrawn after it has been submitted to the City unless the Respondent so requests in writing and the request is received by the City before the Deadline for receiving Proposals. Submission of a Proposal under this RFP shall constitute an agreement by the Respondent that the Proposal will remain a valid offer subject to acceptance for one hundred and eighty (180) Days after the Deadline for submission of Proposals.

J. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, UTAH CODE ANN. or its successor (GRAMA). All materials submitted by Respondent to City are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with each Respondent. Any materials for which Respondent claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Respondent explaining Respondent's claim of exemption from disclosure. City will promptly notify Respondent of any requests made for disclosure of documents submitted under a claim of confidentiality. Respondent may, at Respondent's sole expense, take any appropriate actions to prevent disclosure of such material. Respondent specifically waives any claims against City related to disclosure of any materials required by GRAMA. In order to comply with GRAMA, please note the following:

- i. Respondent shall not stamp all materials confidential. Only those materials for which a claim can be made under the act, such as trade secrets, pricing, non-public financial information, etc. should be stamped.
- ii. Respondent must submit a letter stating the reasons for claiming confidentiality for every type of information that is stamped. Failure to submit this letter may result in the publication of this information.

3. MINIMUM QUALIFICATIONS OF RESPONDENTS

To be considered for award, Respondents must submit their proposals in a timely manner and in proper form. Respondents must provide evidence that they are fully competent and that they have the necessary experience and capacity to fulfill Agreement requirements.

Respondents must have, at a minimum, the following qualifications and shall submit the following historical financial information for the proposing entity and any joint venture or affiliate entities and specifically indicate which entity will be financially responsible for a Concession Lease if the Respondent is successful:

- A. To be considered for a Concession Lease, Respondents must have a minimum of five (5) years' prior experience in the marketing, development, operating, and management of retail concession operations at airports, other transportation facilities, shopping centers, or metropolitan or suburban areas within the immediately prior seven (7) years.
- B. Respondent must demonstrate financial responsibility. Respondents shall submit the following information as appropriate to their submittal.

**Partnerships/Individuals:** Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of the partners or individuals submitting the Proposal, also including an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements. The two (2) most recent completed IRS tax returns.

**Public Corporations:** Previous two year's annual report for the proposing entity.

**Private Corporations:** Previous two-year's CPA-prepared and reviewed financial statements.

In addition, Respondents shall provide the following information:

A statement declaring whether Respondent has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.

Names, addresses, and telephone numbers of at least three (3) credit references, including at least one (1) banking reference.

The City reserves the right to request additional financial information from any Respondent. If a Respondent submits financial statements for a parent company and is thereafter awarded a Concession Lease, the parent company shall be required to also execute the Concession Lease such that it is bound jointly with the Respondent/subsidiary to the obligations of the Concession

Lease. A parent company shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Concession Lease to be awarded.

- C. Respondent must demonstrate, in City's sole determination, a net worth sufficient to sustain the business operations required to be performed and maintained pursuant to Agreement requirements.
- D. Respondent must be qualified and licensed to conduct business in the state of Utah. If not qualified and licensed, Respondent must confirm in writing that, if selected, such licensing will be obtained within thirty (30) days following notice of selection.
- E. Any existing debt or previous default on an Agreement with City may be cause for immediate rejection of the proposal. Any failure to fulfill the previous provisions of any previous Agreement with City may be cause for rejection of the proposal and disqualification of the Respondent.

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## SECTION 7 Area and Scope

This RFP offers the opportunity to design, construct, operate, and manage retail concessions at the Airport. Multiple leases for retail concessions will be awarded. The concession units included in each Lease package are listed in Section 8, Description of Retail Concessions of this RFP. Proposals for less than all of the units included in a Concession Package will not be considered. Respondents may propose on multiple concession packages and individual concession opportunities as outlined in Section 8 of this RFP. The City reserves the right to modify the spaces allocated at its sole discretion.

There are a total of approximately 25,576 square feet of leasable retail concession space included in the future concession program to be awarded at the Airport. The retail concession units and desired concepts are described in Section 8, Description of Retail Concessions.

In addition to the concession locations, the Selected Respondents may have the opportunity to utilize support space in the Airport terminal or lease support space on Airport property.

### A. General Requirements

Respondents, including any subsidiaries or affiliates, are permitted to submit proposals for more than one concession or concession package as stipulated herein.

Respondents may be awarded one, multiple, or no Concession Leases offered in the RFP, at the sole discretion of the City.

### B. Capital Investment, Development, and Depreciation

Each concession location offered under this RFP is provided in “as-is” condition and requires complete build-out and in most cases demolition of the existing concession facilities.

The Selected Respondents shall plan, design, and build out, at their sole cost, the Leased Premises in accordance with the Tenant Design Standards. The Tenant Design Standards are included as an attachment to the website.

The Selected Respondents shall invest a minimum of:

- \$275 per square foot for the initial build out of the retail concession locations identified in this RFP except for location T1-P-1 which is a combined retail and food and beverage concession. The initial build out cost for location T1-P-1 shall be \$325 per square foot.

- The initial build out of concession locations shall be completed within 120 days after each location is made available to the Selected Respondents. All units must be completely built out and open for operation by April 1, 2012, or such earlier date as proposed in the Respondent's phasing plan.
- The per square foot amount identified in the Selected Respondents' Proposal for mandatory mid-term refurbishment to occur during the fifth year of the Concession Lease. The minimum amount for mid-term refurbishment required by City shall be forty dollars (\$40.00) per square foot.

The annual minimum amount for refurbishment and replacement beginning with contract year two shall be at least one-half of one percent (0.5%) of the prior year's gross revenues. Annual refurbishment and replacement shall include at least repair and replacement related to ordinary wear and tear of facilities and equipment.

- All costs and expenses necessary to maintain the concession locations in an attractive and inviting condition.

Prior to construction, the Selected Respondents must comply with all plan submittal requirements as outlined the Tenant Design Standards and obtain the City's approval of facility designs and finish materials for all tenant improvements and obtain all required City permits. The Selected Respondents shall comply with all applicable accessibility requirements in the Americans with Disabilities Act and in all other federal, state, and local government laws and regulations.

Respondents shall be responsible for reviewing all of the information provided in this RFP and at the Pre-Proposal Conference. Respondents shall understand the location of each facility to be developed, the existing conditions with which the Selected Respondents must work, the utilities to be provided and their points of connection within the terminals, and any other base building issues that could affect the build-out of concession units. The City shall have no obligation to agree to any requested adjustments to any financial terms or build-out requirements after Concession Lease award and a failure by any Respondent to not fully understand the circumstances surrounding facility development and the capital investment required shall not constitute grounds for changing any of the terms of the Concession Lease.

For purposes of expiration or early termination of a Concession Lease based on the default of the Selected Respondent, the depreciation for fixed capital improvements shall be calculated on a straightline basis over the term of the Concession Lease, not to exceed seven (7) years, with a zero value at the end of the initial Lease term. The City shall not pay for or buy out unamortized improvements at the end of the Lease term and in no event will there be any payment for lost business opportunities. Mid-term refurbishment improvements must also be fully depreciated by the end of the Lease term. In the event a Selected Respondent terminates the Concession Lease early due to default by the City, all damages shall be limited to the remaining value of the fixed capital improvements based on the straightline depreciation calculation as set forth above. Depreciated costs shall include only fixed capital improvements that cannot be

removed without demolition and design and engineering costs limited to no more than 12% of the depreciated cost of the fixed improvements. The cost of inventory, smallwares, soft costs, costs of doing business, and lost profits shall not be included in the calculation of fixed capital investments and are not recoverable upon expiration of the Concession Lease or early termination thereof due to default or termination for convenience by the City.

C. Security

The Selected Respondents shall comply with all Airport security regulations as prescribed by 49 CFR Part 1542, and agree to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Airport. The Selected Respondents shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in the Airport Security Plan, as such Plan may be amended from time to time. The Selected Respondents shall pay any forfeitures or fines levied upon it, or the City through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of the Selected Respondents, their employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the City as a result of any such violation.

The Selected Respondents shall abide by rules and regulations adopted by the City in carrying out its obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the air operations area and other security measures as the City deems necessary from time to time. Each Selected Respondent will be obligated to comply with all current and future City and FAA rules and regulations and policies and procedures in place for the Airport. The Selected Respondents will be responsible for obtaining all necessary Airport ID badges during the course of the term of the Concession Lease. All costs for complying with security regulations shall be the sole responsibility of the Selected Respondents. Any fines imposed on the City as a result of a Selected Respondent's actions or non-compliance with rules, regulations, policies, or laws shall be immediately paid to the City by the Selected Respondent on demand by the City. The cost of obtaining an Airport ID badge shall be the sole responsibility of the applicant. The cost may be amended by the City from time to time. Any change in personnel shall be reported to the City. The Selected Respondents shall be responsible for the prompt recovery of Airport keys and security identification badges.

Pursuant to applicable federal regulations, the Selected Respondents shall conduct an annual self-audit of the Airport and airfield access media, such as keys and access cards, used by the Selected Respondents, their employees, agents, suppliers, invitees, sublessees or guests.

The City shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Airport. The Selected Respondents shall not permit any

employee to begin work until the City clears the employee through the mandated 10-year background check as well as all other background checks, and issued the necessary documents and ID badges in order to enter sterile areas.

The Selected Respondents' employees shall identify, challenge, and immediately report all unauthorized personnel (anyone without proper Airport-issued identification) to the Airport Police Department at Salt Lake City International Airport during all hours.

D. Retail Concession General Terms

*Monthly Rent*

Commencing on the date of Beneficial Occupancy or the expiration of the designated build-out period, whichever occurs first, the Selected Respondents shall pay monthly rent that is the greater of one twelfth (1/12) of the Minimum Annual Guarantee or the established Percentage Rent. One-twelfth of the Minimum Annual Guarantee shall be due and payable by the first of each month.

The City is under no obligation to accept the highest rent proposed.

*Percentage Rent*

Respondents shall propose Percentage Rents as a percent of gross receipts by location and product category, as necessary. Respondents are encouraged to propose percentage rents that increase with sales volume. Respondents shall be prepared to submit supporting information from an existing facility verifying that the proposed Percentage Rent can be supported while maintaining reasonable profitability and acceptable service and quality levels upon request during the evaluation process. The City will have no obligation to renegotiate Percentage Rents during the term of the Concession Lease. Proposed percentage rents shall be completed on Section 13, Proposal Form.

Percentage rent due (above the 1/12 payment of the MAG) will be due no later than the 15<sup>th</sup> of the following month.

***Minimum Annual Guarantee***

The Minimum Annual Guarantee for the first year of Beneficial Occupancy shall be as stated in the table below for each package. Respondents are instructed to not propose alternative MAGs.

<b>Package</b>	<b>Minimum Annual Guarantee for 1<sup>st</sup> Year of Beneficial Occupancy</b>
Package #1	\$2,482,700
Package #2	\$1,674,800
Package #3	\$382,100

Package #4	\$82,600
Package #5	\$82,600
Package #6	\$35,800
Package #7	\$47,700
Package #8	\$168,900

The Minimum Annual Guarantee will be adjusted annually as follows:

- 1) Effective on the first anniversary date of Beneficial Occupancy, the Minimum Annual Guarantee will be the higher of (i) ninety percent (90%) of the actual rent paid to the City during the first year of Beneficial Occupancy, or (ii) one hundred three percent (103%) of the Minimum Annual Guarantee for the first year of Beneficial Occupancy, as established in the Concession Lease.
- 2) Effective on the second anniversary date of Beneficial Occupancy the Minimum Annual Guarantee will be adjusted to the higher of (i) ninety percent (90%) of the actual rent paid to the City for the second year of Beneficial Occupancy, or (ii) one hundred three percent (103%) of the Minimum Annual Guarantee for the second year of Beneficial Occupancy, as established in the Concession Lease.
- 3) The annual adjustment to the Minimum Annual Guarantee will continue using the above format through the final year of the Concession Lease.
- 4) Payment of Monthly Rent. On or before the fifteenth (15th) day of each month, the Selected Respondents shall deliver to the City a correct accounting statement in the form prescribed by the City and signed by the Selected Respondent or Selected Respondent's responsible agent under penalty of perjury. Each such statement shall contain all requested information as outlined in the Concession Lease.

Concurrently with the rendering of each monthly statement, the Selected Respondents shall pay to the City the greater of the following two amounts:

1. The total Percentage Rent computed for that portion of the Lease Year ending with and including the last day of the preceding month less total rents previously paid for the Lease Year, or
2. One twelfth of the Minimum Annual Guarantee rent, multiplied by the number of months from the beginning of the Lease Year to and including the preceding month, less total rents previously paid for the Lease Year.

If the commencement or termination of a payment period falls upon any date other than the first or last day of a calendar month, the applicable payments for said payment period shall be in the same proportion that the number of days in the payment period bears to the total number of days in the month in which the payment period falls.

### ***Pricing Policy***

The following "Street Pricing Policy" shall apply to the retail concessions at the Airport:

The prices of all retail merchandise sold at the Airport may not exceed the prices charged in comparable facilities within the Greater Salt Lake Metropolitan Area by more than ten percent (10%) for like size and quality products.

For each concept item listed in the Selected Proposals, Respondents shall designate three (3) retail outlets in the Greater Salt Lake Metropolitan Area that sell like items and are comparable in quality to the retail concession(s) proposed for the Airport. The comparable outlets designated by the Selected Respondents must be valid comparables and will be used as the basis for price comparisons during the term of the Concession Lease to determine compliance with the Street Pricing Policy. Venues specifically excluded from consideration as comparables include locations in resort communities and any entertainment or sports venues, other transportation terminals, amusement parks, or hotels. All outlets to be used for price comparisons shall receive prior written approval by the City. If a Respondent has existing similar retail outlets in the Greater Salt Lake Metropolitan Area, prices charged at the Airport may be no more than ten percent (10%) higher than the existing similar outlet, as approved by the City.

During the term of the Concession Lease, the Selected Respondents shall at least semi-annually provide documentation to the City comparing prices it charges at each location at the Airport with prices charged by the approved comparable outlets to establish the Selected Respondents' compliance with the Street Pricing Policy. The items used in the foregoing price comparisons shall be, by location, the merchandise items sold by the Selected Respondents having the highest dollar sales volume and other concept items selected as having the highest number sold. The number of items used in price comparisons shall be at the discretion of the City.

Additionally, the City may require the Selected Respondents to perform price comparisons on a periodic or as-needed basis on up to thirty items (for each location) selected by the City.

In the event it is determined by the City that the Selected Respondents are not in compliance with the Street Pricing Policy, the City shall give the Selected Respondent(s) written notice thereof. If a Selected Respondent does not make appropriate adjustments to comply with the Street Pricing Policy within three (3) days of such notice of non-compliance, additional charges may be imposed or the Selected Respondent(s) shall be deemed to be in material breach of the Concession Lease and the Concession Lease shall be subject to termination.

### ***Utilities***

The City shall provide and maintain, water, sewer, gas, general lighting, electrical power, and heating and air-conditioning to the Terminals and the common areas within the Terminals. Selected Respondent agrees to provide at its own expense all utility

connections, equipment, and maintenance thereof to and within the Leased Premises, including but not by way of limitation, fire extinguishers; maintenance, repair, and replacement of doors and windows; water (including water heaters), gas, electricity, lighting, heating, air conditioning, and power; grease interceptors (applicable to location T1-P-1) and drain lines and connections; and telephone and other communication services. The City shall be the sole judge of the quality of maintenance. If Selected Respondent requires additional capacity for lighting, electrical power, water, waste, or adjustments to the heating and air-conditioning system, beyond the capacities made available by the City, such additional improvements or services shall be subject to the prior written approval of the City, and any such approved improvements or services (including additional utility service costs) shall be made at Selected Respondent's expense.

The City shall make every effort to provide utilities to the perimeter of the Leased Premises or proximate thereto based on existing conditions at the Airport and the Selected Respondent shall make such connections to the Leased Premises as required and permitted by building code. All Selected Respondent work shall be coordinated with the Terminal building systems. It is the Selected Respondent's responsibility to confirm all existing conditions and infrastructure within the Terminals. At no time shall the Selected Respondent's use of the utilities supplied exceed the capacity of the systems servicing the Leased Premises.

1. Heating and Air Conditioning. The City shall provide heat and air-conditioning in the terminals, which shall provide ambient heating and cooling for the Leased Premises. Additional heating and cooling equipment necessary for the conduct of business in the Leased Premises shall be provided by the Selected Respondent to ensure that temperatures are at levels such that the Leased Premises are kept at reasonable temperatures for the conduct of the Selected Respondent's activities. Temperatures in the Leased Premises shall be comparable to temperatures within the terminals and concourses.
2. Electricity. City shall provide electricity to the perimeter of the Leased Premises or within generally close proximity thereto and Selected Respondent shall make such connections as required and permitted by building code. At no time shall Selected Respondent's use of electric current exceed the capacity of the wiring servicing the Leased Premises.
3. Grease Interceptors and Waste Lines (Applicable to Location T1-P-1). All floor drains and grease interceptors shall be installed and maintained by the Selected Respondent. Selected Respondent-installed grease interceptors shall be located within the Leased Premises above the slab or as otherwise designated by the City. All discharge from kitchen and bar equipment must pass through a grease interceptor. All maintenance of all lines connecting the Leased Premises to the main sewer lines shall be the responsibility of the Selected Respondent.

4. Utility Costs. The cost of the basic utility services providing water, electricity, and gas to the Terminals shall be paid by the City. Selected Respondent agrees to pay for all other utility services and maintenance thereof for such services including but not limited to telephone, internet, other communication services, waste line maintenance, grease interceptor maintenance (applicable to location T1-P-1), and pest control, including deposits, installation costs, and service charges. No such payment of any additional utility charges shall constitute a payment of rent or credit against any other amount due under this Concession Lease.

### ***Incumbent Employees***

The Selected Respondents shall offer job interviews to the employees of the existing retail concessionaires at the Airport and give good faith consideration to hiring such employees if they are qualified for job openings in the Selected Respondents' enterprises under the Concession Leases to be awarded.

### E. Special Conditions

#### ***Airport Environment***

To operate successfully in an airport environment, the Selected Respondents must meet and adjust to challenges that generally do not exist in a non-airport, downtown, or shopping center environment. Some of the challenges are listed below.

- Airport customers are primarily airline passengers traveling with carry-on luggage and in some cases baggage carts and strollers. Facilities must be designed to accommodate passengers and their luggage. Facilities are not required to accommodate baggage carts.
- Customers have a limited amount of time to spend shopping in retail outlets and therefore must be served quickly. This constraint must be taken into consideration when determining staffing levels and when point of sale areas are developed.
- **Airport concessions must be open 365 days per year**, without exception, with extended operating hours. Concessionaires must provide a minimum level of staffing, but must also ensure that staffing levels reflect the peaks and fluctuations in daily passenger traffic.
- Basic hours of operation may vary from 5:00 a.m. to 12:00 midnight, depending on concept, unit location, and flight schedules. In some instances 24-hour per day operations will be required.
- Flight delays happen throughout the year. The operations plan for each location must be flexible for extended hours, and in some instances overnight hours or early openings due to flight delays or cancelled flights.



- Deliveries must be made in accordance with the City's delivery policies, TSA requirements and at varied times at designated delivery locations.
- The Airport is a non-smoking facility, with the exception of designated smoking rooms.

**Customer Services**

The Selected Respondents must accept at least three major credit/debit cards (one of which must be VISA or MasterCard) and travelers' checks for any purchase, and are encouraged to accept more than three credit/debit cards for all transactions.

F. Proposal Guarantee

Included with each Proposal shall be a Proposal guarantee in the form of a surety bond or a cashier's or certified check, money order, or an irrevocable letter of credit. If the Proposal guarantee is in the form of a surety bond, the bond shall be issued by a surety company authorized to do business in the State of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, and shall have a rating of not less than "A-" in the most currently available A.M. Best Co., Inc.'s Best Insurance Report. Monetary Proposal guarantees shall be deposited into a bank account held by the City and any interest earned thereon shall accrue to City.

The amount of the Proposal Guarantee shall correspond to the package or unit for which a proposal is being submitted as indicated in the Proposal Guarantee Table below. If a Respondent is submitting a proposal for more than one package or unit, the amount of the Proposal Guarantee shall be the sum of all of the individual Proposal Guarantees corresponding to the packages or units for which a proposal is being submitted.

**Proposal Guarantee Table**

<b>Concession Packages</b>	<b>Amount of Proposal Guarantee</b>
Package #1	\$100,000
Package #2	\$100,000
Package #3	\$25,000
Package #4	\$5,000
Package #5	\$5,000
Package #6	\$5,000
Package #7	\$5,000
Package #8	\$10,000

The Proposal guarantee required hereunder shall warrant that the Respondent's Proposal will not be withdrawn prior to the Proposal Expiration Date, except as provide

herein, and that, if the Respondent is a Selected Respondent, Respondent shall within fifteen (15) days of written notice of such selection execute and deliver to the City a Concession Lease, along with the proof of insurance and lease performance guarantee. In the event Respondent breaches such warranty, Respondent shall be liable to the City in the amount of its Proposal guarantee(s) as liquidated damages and its Proposal shall, at the option of the City, be rejected.

The City shall have the right, in its sole discretion, to extend the time by which the Selected Respondent shall deliver the signed Concession Lease, proof of insurance, and lease performance guarantee to the City.

***Return of Proposal Guarantee***

The Proposal guarantee will be returned without interest to the unsuccessful Respondents following execution of a Concession Lease between the City and the Selected Respondents. The Proposal Guarantees of the Selected Respondents shall not be released until after the executed Concession Leases have been delivered to the City along with the proof of insurance and lease performance guarantees required under the Concession Lease.

# Sample Document

**SECTION 8**  
**Description of Retail Concession Opportunity**

**1. Facility Concepts and Product Lines**

The entire in-terminal retail program at the Airport is included in this solicitation. The future program has been divided into eight (8) packages designed to meet the needs of the Airport. The rules for proposing on these opportunities are as follows:

- Package #1 and Package #2 are intended to be mutually exclusive. Respondents may submit proposals for both of these packages, but it is the City’s intention to award these packages to separate Respondents. However, the City reserves the right to award the packages separately or to the same Respondent.
- Any Respondent, including those proposing on the packages listed above, may propose on any or all of the other packages 3 through 8. These packages may be awarded in conjunction with another package or packages, individually to a Respondent, or separately leased directly by the City.

Table 8.1 provides suggested guidelines for each Package and unit. Respondents should consider proposing facility concepts and product lines, including Local Brands and National Brands that reflect these suggested guidelines.

**Table 8.1 Suggested Guidelines for Each Retail Opportunity**

Unit No.	Sq. Ft.	Location	Concept
<b>Retail Package #1</b>			
T1-P-1	1,688	T1, Pre-security	<b>Newsstand with Coffee &amp; Prepared Foods or Deli.</b> Products sold should include newspapers, magazines, books, sundries, health and beauty aids, limited local souvenirs, travel and business accessories, single-serving packaged snacks and candy, cold bottled juice, soft drinks, and water. Concept should also include freshly-brewed gourmet coffee, baked goods, breakfast sandwiches, and a selection of fresh, pre-packaged foods (including sandwiches and salads) or a small deli.
T1-5	1,396	T1 Common Area, Lower Level	<b>Newsstand and Sundries.</b> Products sold should include newspapers, magazines, limited paperback books, sundries, health and beauty aids, local souvenirs, travel and business accessories, single-serving packaged snacks and candy, cold bottled water.
T1-6	2,228	T1 Common Area, Lower Level	<b>Bookstore.</b> Products sold should include hard cover and paperback books in numerous categories, limited magazines, reading glasses, writing accessories and stationery, and other reading accessories.

Unit No.	Sq. Ft.	Location	Concept
T1-9	800	T1 Common Area, Upper Level	<b>Travel Retail.</b> Products sold should enhance the travel experience and include, but not be limited to such items as luggage and totes, packing aids, passport cases, neck pillows, travel accessories, electrical adapters and converters, travel guides, batteries, and games.
T1-10	787	T1 Common Area, Upper Level	<b>Electronics.</b> Products sold may include a variety of electronic products and gadgets or a targeted line of products and gadgets, such as computers and computer-related accessories, cell phones/smart phones and accessories, mp3 players and accessories, noise-cancelling headphones, digital cameras and accessories, or related items.
B-1	465	Concourse B	<b>Spa with Personal Care Retail.</b> Services offered may include manicures, pedicures, facials, massages, shaves, and eyebrow threading. Products related to and complementary to the services may also be sold.
B-2	410	Concourse B, Upper Level	<b>Newsstand.</b> Products sold should include newspapers, magazines, limited paperback books, sundries, health and beauty aids, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
T2-P-1	212	T2, Pre-security	<b>Newsstand.</b> Products sold should include newspapers, magazines, sundries, health and beauty aids, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
T2-2	2,652	T2 Common Area, "C" Checkpoint	<b>Adventure Wear &amp; Gear.</b> Products sold should include apparel, equipment, and accessories appropriate for outdoor recreational activities.
T2-10	435	T2 Common Area, "C" Checkpoint	<b>Spa Services OR Rest Services.</b> Services offered could include manicures, pedicures, facials, massages, shaves, or eyebrow threading OR individual sleep environments.
T2-11	858	T2 Common Area, "C" Checkpoint	<b>News and Gifts.</b> Products sold should include newspapers, magazines, books, sundries, health and beauty aids, limited local souvenirs, limited local gift items, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
T2-13	571	T2 Common Area, "C" Checkpoint	<b>Children's Retail.</b> Products sold should include children's activities, games, toys, and accessories.
IB-9	350	T2 Common Area, Int'l Building	<b>Locally-Themed Products.</b> Products sold should be unique to the local region and should currently be sold in a store in the Salt Lake City metropolitan area.
C-9	500	Concourse C	<b>Newsstand and Sundries.</b> Products sold should include newspapers, magazines, limited paperback books, sundries, health and beauty aids, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
D-2	747	Concourse D	<b>Newsstand and Sundries.</b> Products sold should include newspapers, magazines, books, sundries, health and beauty aids, limited local souvenirs, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
<b>Retail Package #2</b>			
A-1	743	Concourse A	<b>News and Sundries.</b> Products sold should include newspapers, magazines, limited paperback books, sundries,

Unit No.	Sq. Ft.	Location	Concept
			health and beauty aids, limited local souvenirs, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
B-3	611	Concourse B, Upper Level	<b>Apparel.</b> Products sold should include popular clothing or apparel items. Local products or brands preferred.
B-9	698	Concourse B, Ground Level	<b>Locally-Themed Products.</b> Products sold should be unique to the local region and should currently be sold in a store in the Salt Lake City metropolitan area.
B-10	1,014	Concourse B, Ground Level	<b>News and Gift Shop.</b> Products sold should include newspapers, magazines, books, sundries, health and beauty aids, limited local souvenirs and gift items, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
T2-12	571	T2 Common Area, "C" Checkpoint	<b>Electronics/Gadgets.</b> Products sold may include a variety of electronic products and gadgets or a targeted line of products and gadgets, such as computers and computer-related accessories, cell phones/smart phones and accessories, mp3 players and accessories, digital cameras and accessories, or related items.
IB-6	840	T2 Common Area, Int'l Building	<b>News and Gift Shop.</b> Products sold should include newspapers, magazines, books, sundries, health and beauty aids, limited local souvenirs and gift items, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
C-6	858	Concourse C	<b>Bookstore.</b> Products sold should include hard cover and paperback books in numerous categories, limited magazines, reading glasses, writing accessories and stationery, and other reading accessories.
C-7	500	Concourse C	<b>Newsstand and Sundries.</b> Products sold should include newspapers, magazines, limited paperback books, sundries, health and beauty aids, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
E-2	973	Concourse E	<b>News and Gift Shop.</b> Products sold should include newspapers, magazines, books, sundries, health and beauty aids, limited local souvenirs and gift items, travel and business accessories, single-serving packaged snacks and candy, and cold bottled water.
<b>Retail Package #3</b>			
T1-8	260	T1 Common Area, Upper Level	<b>Candy or Packaged Gourmet Foods.</b> Products sold should include bulk and/or boxed candy/chocolates OR other packaged gourmet specialty food items such as olive oil, jams and jellies, spreads, crackers, sauces, and packaged cookies.
T1-11	283	T1 Common Area, Upper Level	<b>Accessories or Jewelry.</b> Products sold should include fashion accessories or jewelry such as sunglasses, watches, fashion jewelry, or other similar items.
IB-8	1,612	T2 Common Area, Int'l Building	<b>Duty Free/Duty Paid Store.</b> Products sold should include, but not be limited to, the typical duty free categories of fragrances and cosmetics, tobacco products, liquor products, leather goods, jewelry, and accessories. This shop should offer products duty free to international passengers and duty paid to domestic passengers (with the

Unit No.	Sq. Ft.	Location	Concept
			exception of liquor and tobacco products).
IB-10	172	T2 Common Area, Int'l Building	<b>Accessories, Jewelry, or Travel Items.</b> Products sold may include accessories such as sunglasses, watches, fashion jewelry, purses, ties and scarves, or travel-related items.
<b>Retail Package #4</b>			
B-4	63	Concourse B	<b>Automated Retail/Kiosk.</b> Popular retail merchandise should be sold through automated retail units or in kiosks. Merchandise should not duplicate retail product lines already carried in the concourse.
C-5	77	Concourse C	<b>Automated Retail/Kiosk.</b> Popular retail merchandise should be sold through automated retail units or in kiosks. Merchandise should not duplicate retail product lines already carried in the concourse.
D-7	65	Concourse D	<b>Automated Retail/Kiosk.</b> Popular retail merchandise should be sold through automated retail units or in kiosks. Merchandise should not duplicate retail product lines already carried in the concourse.
D-1	139	Concourse D	<b>Automated Retail/Kiosk.</b> Popular retail merchandise should be sold through automated retail units or in kiosks. Merchandise should not duplicate retail product lines already carried in the concourse.
<b>Retail Package #5</b>			
C-1	341	Concourse C	<b>Locally-Themed Products.</b> Products sold should be unique to the local region and should currently be sold in a store in the Salt Lake City metropolitan area
<b>Retail Package #6</b>			
D-5	133	Concourse D	<b>Specialty Retail Kiosk.</b> This unit may sell local or national accessories or items from a particular popular brand that are specialized and targeted to the passenger market.
<b>Retail Package #7</b>			
T2-1	278	T2 Common Area, "C" Checkpoint	<b>Accessories, Jewelry, or Travel Items.</b> Products sold may include accessories such as sunglasses, watches, fashion jewelry, purses, ties and scarves, or travel-related items.
<b>Retail Package #8</b>			
T2-4	1,246	T2 Common Area, "C" Checkpoint	<b>Lifestyle Retail.</b> This national brand store should sell merchandise that specifically targets and is in keeping with current lifestyle trends and the wants and needs of the passengers using the Airport.

In addition to the foregoing concession locations, the Selected Respondents may be allocated support space and have joint access to the loading docks with the other Concessionaire Tenants and Airport users. The cost of such support space will be included in the monthly rent payment. Non-Terminal storage space, including the commissary and Joint Cargo facilities, will be leased under separate agreements. The

City reserves the right to change the rate structure for leased storage space at any time during the term of the Concession Lease to be awarded.

**2. Hours of Operation**

The Selected Respondents shall operate the concession units in the Airport in accordance with the following minimum hours of operation during the first 90 days of the Concession Lease. Additional hours of operation may be proposed. After the first 90 days of Beneficial Occupancy of a concession location, hours of operation may be changed upon prior written approval of the City based on a specific and substantiated written request from a Selected Respondent. In any event, the Selected Respondents shall be prepared to open all retail locations at least one hour before the first flight departs in the morning and remain open until the last outgoing flight departs each day in accordance with the Terminal and concourse flight schedules in which the concession units are located, unless otherwise agreed with the City.

Flight delays sometimes occur due to weather and similar events. To accommodate passengers, the Selected Respondents must be able to quickly extend operating hours (staying open later, adding additional staff, ensuring sufficient inventory) at the request of the City.

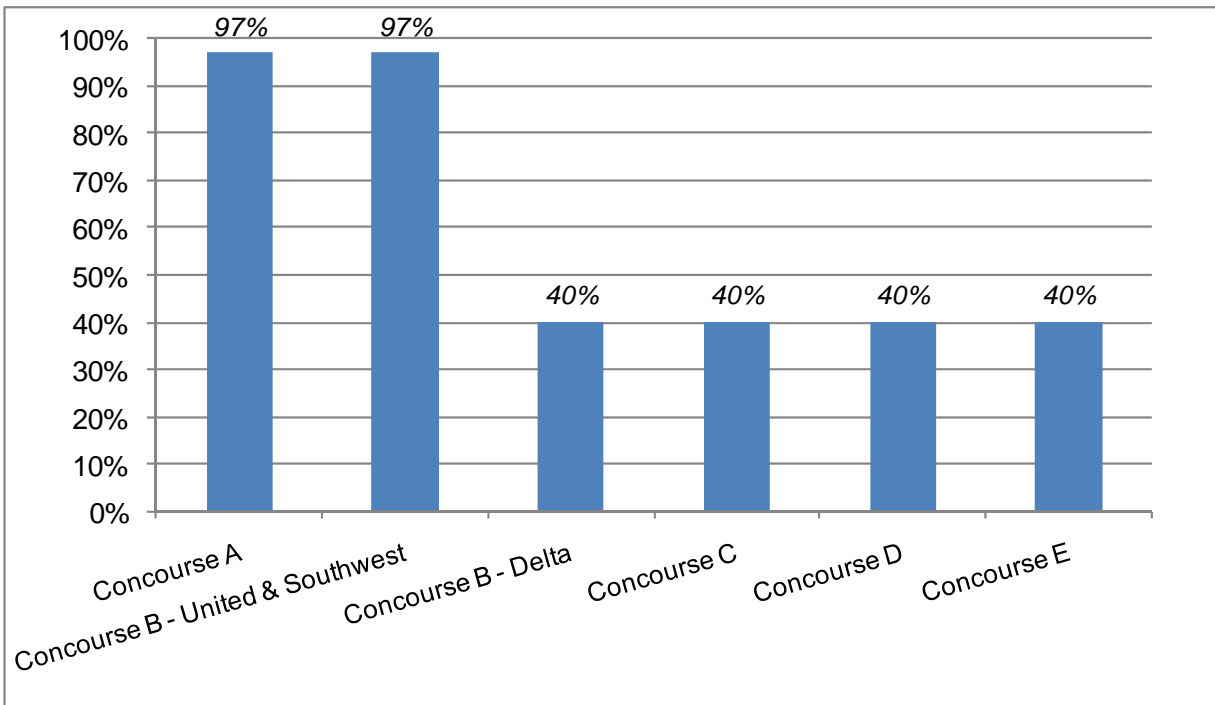
**Table 8.2 Minimum Hours of Operation, Retail Locations**

**Units located in the following areas must be open and ready to serve customers based on the minimum hours of operation outlined below.**

<u>Area</u>	<u>Minimum Hours of Operation</u>
Terminal 1, Pre-Security	24-hours
Terminal 2, Pre-Security	6:00 a.m. to 12:00 midnight, daily
Terminal 1, Post-Security, Common Area	5:00 a.m. to 11:00 p.m., daily
Terminal 1, Post-Security, Concourse A	5:00 a.m. to 8:00 p.m., daily
Terminal 1, Post-Security, Concourse B	5:00 a.m. to 10:00 p.m., daily
Terminal 2, Post-Security, Common Area	6:00 a.m. to 11:00 p.m., daily
Terminal 2, Post-Security, Concourse C	6:00 a.m. to 10:00 p.m., daily
Terminal 2, Post-Security, Concourse D	6:00 a.m. to 10:00 p.m., daily
Terminal 2, Post-Security, Concourse E	5:00 a.m. to 10:00 p.m., daily

**Percent of Origin and Destination Traffic, by Concourse**

The type of flights and enplaning passengers have been estimated for the Airport. The chart below shows the percent of origin and destination traffic for each concourse at the Airport.



Additional information regarding flight schedules may be obtained from the Airport's website located at: <http://www.slairport.com>.

**It is important to note that the above passenger flow information is provided as a general estimate only. This is not a guarantee of traffic, traffic flows, or types of passengers. All assumptions used by Respondents in developing proposals and financial offers shall be made by the Respondents and used at the Respondents' own risk.**

In the Respondents' analysis of Airport activity, it is important to keep in mind that passenger activity and distribution are subject to change due to a variety of reasons, including:

- Airport construction and reconfiguration
- Changes in airline traffic and operating philosophy
- Airport security requirements
- Other economic factors impacting airline travel patterns



<b>SECTION 9</b> <b>Nondiscrimination/Disadvantaged Business Enterprise</b>
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1. NONDISCRIMINATION

The following language will be incorporated into the written agreement between the selected Respondent and City:

*"This agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23, subpart F and Part 26. The concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, creed, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, subpart F and Part 26."*

The concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements."

2. AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, subpart F and Part 26, Salt Lake City Corporation has implemented an airport concession disadvantaged business enterprise (ACDBE) concession plan under which qualified firms may have the opportunity to operate an airport business. An ACDBE goal of eleven percent (11%) as measured by the share of total annual gross revenues generated by these concessions, has been established for the entire retail concession program at the Airport. Respondents shall take all necessary and reasonable steps to achieve these goals to the extent possible and feasible for their particular Proposal. It is the objective of the City to meet or exceed these goals in the concession program at the Airport.

ACDBE participation may be in the form of sole ownership, joint ventures, partnerships, or other legal arrangement meeting the eligibility standards in 49 CFR Part 23, Subpart C. In the event that the Respondent qualifies as an ACDBE, the goal shall be deemed to have been met.

The ACDBE participation level targets for each package of retail concessions to be awarded are as follows:

<b>Package</b>	<b>ACDBE Target</b>
Package #1	15%
Package #2	15%
Package #3	0% (or greater)
Package #4	0% (or greater)
Package #5	0% (or greater)
Package #6	0% (or greater)
Package #7	0% (or greater)
Package #8	0% (or greater)

Respondents that plan having ACDBE participation in the operation and management of the concessions shall submit information concerning the ACDBE firm(s) that will participate, including:

- Name and address of each firm
- Experience and qualifications of each ACDBE firm to fulfill the designated role, including resumés for key individuals to be involved in the management and operation of the concessions
- Annual estimated gross receipts to be earned by each named firm
- Description of the legal arrangement(s) underlying each ACDBE's participation

ACDBE firms that are not certified as such at the time of Proposal submittal must have submitted a certification application before the Proposal due date and be certified by the Utah Unified Certification Program by the date of the Concession Lease execution. If a Respondent will be unable to achieve the ACDBE goals stated herein, they shall provide documentation in their Proposal demonstrating that they took all necessary and reasonable steps in attempting to do so, or that it is not economically feasible at this time to enter into either a joint venture, sublease, partnership, or other eligible arrangement with an ACDBE firm. The foregoing requirements with respect to ACDBE participation are not intended to force Respondents to change their business structure.

<b>SECTION 10</b> <b>Proposal Responses and Submittal Requirements</b>
---

A Proposal submitted in response to this RFP shall consist of the information and documents required in Paragraphs A through M in this Section 10 below. A set of tabs to identify each Paragraph of the Proposal shall be inserted to facilitate quick reference. Each Paragraph Heading shall be restated and presented in the order outlined in this Section 10 below, and shall be clearly labeled. Respondents should be aware that the submittal requirements below shall include all information to meet the Minimum Qualifications in Section 6.3 of this RFP.

In the interest of Respondents and the City, not-to-exceed page requirements have been established to help reduce costs in the preparation of responses and the review of submittals. The objective in setting the not-to-exceed standards is to give Respondents space to concisely propose their concepts and demonstrate their experience and background while at the same time providing evaluation committee members with succinct proposal submittals to review and evaluate. The not-to-exceed page standards are stated in the following matrix by paragraph.

**For each proposed Package a separate proposal must be submitted. It is not permitted to submit a bundled or multi-package submittal. Omission, inaccuracy, misstatement, or failure to respond may be cause to reject the proposal.**

**Proposals and the corresponding copies (1 original and 9 copies) shall not exceed the page limits as outlined in the matrix below. Financial materials requested paragraph M are not to be included in the not-to-exceed page count.**

NOT-TO-EXCEED PAGE MATRIX - PER PACKAGE								
Paragraph Heading	Pkg #1 (15 Units)	Pkg #2 (9 units)	Pkg #3 (4 units)	Pkg #4 (4 units)	Pkg #5 (1 unit)	Pkg #6 (1 unit)	Pkg #7 (1 unit)	Pkg #8 (1 unit)
A	1	1	1	1	1	1	1	1
B	1	1	1	1	1	1	1	1
C	3	3	3	3	3	3	3	3
D	30	18	8	8	2	2	2	2
E	30	18	8	8	2	2	2	2
F	2	2	2	2	2	2	2	2
G	1	1	1	1	1	1	1	1
H	1	1	1	1	1	1	1	1
I	1	1	1	1	1	1	1	1
J	15	9	4	4	1	1	1	1
K	15	9	4	4	1	1	1	1
L	1	1	1	1	1	1	1	1
M	Items in this Heading - NOT INCLUDED IN NOT-TO-EXCEED PAGE LIMIT							
Max # of pages per Package	101	65	35	35	17	17	17	17

**Proposal Responses and Submittal Requirements**

**Paragraph Headings**

A. Cover Letter and Covenant to Execute Lease (Refer to matrix for page count)

**(Bullet headings do not need to be restated)**

- Name in which the Respondent would enter into the Concession Lease
- Identification of the RFP that is the subject of the Proposal and the Concession Lease and package on which the Respondent is submitting (i.e., Retail Concession Lease, Package # \_\_\_)
- Respondent’s contact person and his or her address, telephone number, facsimile number, and email address
- Statement that the respondent shall execute a Concession Lease in substantially the same form as that included with the RFP (a draft of the proposed Concession Lease will be supplied at the Pre-Proposal Meeting),

amended only by additions thereto as expressly set forth in the Proposal, with respect to rents or as hereafter negotiated prior to award of the Concession Lease.

- A brief description of proposing organization (i.e., corporation, LLC, partnership, joint venture or sole proprietorship) and summary about the organization including years related of experience.
- Other relevant information that the Respondent desires to include as an introduction to the Proposal

**B. Background and Experience (Refer to matrix for page count)**

- Include a brief history of the Respondent Company. Note any changes in company name and ownership structure and any other names under which the company has been doing business. Describe the company's current operations as they exist today. Describe the experience of the Respondent in past and current businesses. For each business, be sure to include the Respondent's role, nature of the business, location, size and the status/outcome of relevant businesses owned.
- Provide descriptions of one or two of the organization's operations most relevant to those being proposed.
- Provide the name, location and date of any of the Respondent's leases that have been terminated either voluntarily or involuntarily, within the past five (5) years. Provide an explanation of the reason(s) for termination and a contact name and telephone number for the landlord.
- List any judgments or lawsuits currently pending against the Respondent or any lawsuit filed against or judgment offered against Respondent within the last (10) years.
- List any affiliate of Respondent engaged in similar business activities and any corporation with a direct or controlling interest in the Respondent, and any subsidiary corporation in which the Respondent has a controlling interest and any affiliates thereof.

**C. Proposal Form and Non-Collusion Affidavit (Refer to matrix for page count)**

Respondent shall submit a rent Proposal using the **Proposal Form** included in **Section 13 for each package or unit on which a proposal is being submitted.**

The Retail Concession rent Proposal(s) shall include:

- Proposed Percentage Rent (note any variation by retail category [i.e. news, gifts, specialty retail, books, etc.], by sales volume or by year).
- Signature of the Respondent's Owner or Chief Financial Officer Certifying that the rent proposal includes a financial offer that is supportable throughout the term of the Concession Lease to be awarded.
- Completed Package Summary

Respondent shall submit a **Non-Collusion Affidavit** included in **Section 15** for **each package for which a Proposal is being submitted.**

D. Concept Development (Refer to matrix for page count)

Respondents shall submit the following information in sufficient detail to clearly define the proposed concepts and to allow them to be distinguished from those of other Respondents.

- Proposed retail concession concepts (proposed brand/store names by location) and general merchandise, service, etc., description meeting the requirements and recommendations described in **Section 8, Description of Retail Concession Opportunity.** Please note which if any concepts/locations will be Sublessees.

E. Designs, Materials, and Minimum Capital Investment (Refer to matrix for page count)

Respondents shall submit in this section the following preliminary plans for each unit in each concept made available under the Concession Lease, providing enough detail so that the evaluation committee can properly evaluate the general design and quality of the materials proposed. Respondents selected for an interview may be asked to provide more detailed drawings, renderings etc. All plans and designs shall comply with the City's Tenant Design Standards.

- A general floor plan for each unit should be provided, indicating locations for counters, queuing, product lines, cash/wrap counter, kitchens (if applicable), seating (if applicable), and selling area versus any back-of-house area, as appropriate. Please also indicate the square footage to be allocated to front versus back-of-house areas, the number of seats anticipated (if applicable) and how many customers with bags will be accommodated. Additional detail may be required from finalists being interviewed.
- Proposed minimum capital investment
- It is the Respondent's responsibility to ensure that the design of the Leased Premises complies with the ADA guidelines. The Respondent should provide a brief narrative addressing how it will meet the ADA requirements.
- It is the Respondent's responsibility to ensure that the utilities required for a particular concept are available or can be made available by the Respondent for each unit within the Leased Premises.
- Respondents plan to operate during construction of a unit (i.e., temporary retail units).

F. Operations and Maintenance Summary (Refer to matrix for page count)

In this tabbed section, Respondent shall submit an operation and maintenance plan containing sufficient information to allow the City to evaluate the plan for daily and ongoing operations. Examples of Operations and Maintenance plans should include but are not limited to general maintenance, deliveries and trash removal, inventory stocking and storage, pest control, janitorial services, and cash control systems.

G. Proposed Management, Staffing and Training (Refer to matrix for page count)

Under this tab, Respondents shall submit general information regarding management philosophy, the proposed management and organization structure, Respondent's staffing philosophy and practice, Respondent's commitment to appropriate staffing levels, and Respondent's commitment to management and staff training and incentive programs.

H. Marketing and Promotions Plan (Refer to matrix for page count)

Respondents shall submit sufficient information to allow the City to evaluate the marketing and promotions plan for its proposed concessions.

- Describe the analysis conducted to determine the concepts, brands, merchandise, and product lines incorporated in this Proposal.
- Describe the research to be used to monitor customer satisfaction with the concepts, brands, merchandise, and product lines selected for the program.

I. ACDBE Participation and Sublessees (Refer to matrix for page count)

Respondents wishing to receive consideration for ACDBE participation shall include in this section of the Proposal the following:

- Name and address of each ACDBE participant
- Participant's proposed level and method of participation in performance of the Concession Lease
- Dollar amount of estimated sales for each ACDBE participant.
- Description of the management and staffing responsibilities of the proposed ACDBE participant, including resumes for management personnel.

If this information is not included in the Proposal, the City will assume that the Respondent obtained no ACDBE participation.

Proposals including sublessees shall include in this section of the Proposal the name and address of each sublessee, the participant's proposed level and method of participation in performance of the Concession Lease, the dollar

amount of estimated sales for each participant, and information regarding each sublessee's operating experience. If this information is not included in the Proposal, the City will assume that the Respondent does not intend to use sublessees.

J. **Financial Projections (Refer to matrix for page count)**

Under this tabbed section, Respondent shall submit a financial proforma **for each unit and package** for the first two (2) contract years of the Lease term, which shall be evaluated by the City in terms of thoroughness, reasonableness, viability of the proposed operation and financial offer, and ability to fund continuing operations from cash flow generated by the business. The proforma must include the following:

- Anticipated gross sales (by product category if applicable)
- Expenses by line item
- General and administrative costs
- Rent (by product category and/or sales volume, if applicable).
- Debt service

Respondents shall include in this section data and information indicating the expected rent to be paid for each Lease year and demonstrating that the Percentage Rent, as proposed, can be supported by the projected revenue stream without sacrificing the quality or service of the operations. Proformas shall be evaluated by the City for thoroughness, reasonableness, viability of the proposed operations and financial offer, and ability to fund the operation. A statement from the company CFO or CEO certifying the accuracy of the financial information must accompany Profit and Loss Statements from existing operations.

K. **Construction Financial Plan (Refer to matrix for page count)**

Respondents shall submit a financial plan and indicate the sources of funding to be used for tenant improvements and working capital, including the following:

- Estimated costs for the initial build-out
- Estimated costs for mid-term refurbishment improvements
- Delineated expenses for Leasehold improvements, furniture, fixtures, equipment, design, engineering and construction management costs
- Estimated working capital support
- Sources of funding

L. **Organization Structure (Refer to matrix for page count)**



- Organizational chart illustrating the reporting relationships between corporate and on-site management and between all on-site staff
- Resume for the proposed on-site General Manager

M. **Financials (Not included in page count)**

Respondents shall submit the following information as appropriate to their submittal:

**Partnerships/Individuals:**

- Balance sheet and income statements for the last two (2) fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of the partners or individuals submitting the Proposal, also including an interim balance sheet and income statement of any significant financial events occurring subsequent to the closing date of the most recent financial statements.
- The two (2) most recent completed IRS tax returns.

**Public Corporations:** Previous two year's annual report for the proposing entity.

**Private Corporations:** Previous two year's CPA-prepared and reviewed financial statements.

In addition, Respondents shall provide the following information:

- A statement declaring whether Respondent has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.
- Names, addresses, and telephone numbers of at least three (3) credit references, including at least one (1) banking reference.

**Additional Information and Requirements**

Included with each Proposal shall be a Proposal Guarantee as described in Section 7.F of this RFP.

The City reserves the right to request additional financial information from any Respondent. If a Respondent submits financial statements for a parent company and is thereafter awarded a Concession Lease, the parent company shall be required to also execute the Concession Lease such that it is bound jointly with the Respondent/subsidiary to the obligations of the Concession Lease. A parent company

shall submit an acknowledgement of this obligation in the Proposal in the form of a resolution of the governing body of the parent company authorizing the obligations of the Concession Lease to be awarded.

At the completion of the initial review and evaluation process, a short-list will be established of those respondents whose submittals were most responsive to the goals of the RFP. The Respondents on this list will be invited to an interview and to provide more detailed information.

# Sample Document

## **SECTION 11**

### **Evaluation Criteria**

Building on a history of success, the City is striving for a concessions program populated with an ideal mix of local, regional and national brands and operators that will ensure the highest level of customer service and satisfaction. Awards will be made to Respondents who, in the City's sole judgment, are most responsive in meeting the City's requirements associated with the retail concession services. Evaluation criteria will include the following:

1. MINIMUM QUALIFICATIONS

Respondents meeting or exceeding the Minimum Qualifications stated in Section 6 shall be evaluated pursuant to the Evaluation Criteria below.

2. EVALUATION CRITERIA AND CRITERIA WEIGHTING

A. Respondent Background, Experience, and Financial Capability (15 Points)

The quality and breadth of Respondent's experience with retail concessions at airports and/or other locations. The demonstrated financial capability of Respondent.

B. Organization and Business Information (10 Points)

Demonstrated history of performance on contracts and related obligations such as performance bonds, insurance, and employee fidelity issues. Respondent's history in respect to disputes, lawsuits, and settlements. Any and all information gathered by the City in the performance of its reference checks, research, and due diligence. The Airport may use any information it gathers during the process to assess the overall quality of the Respondent.

C. Rent Proposal and Financial Projections (20 Points)

The offered percentage of gross receipts and the supportability of the offered percentage. The quality of the financial proforma for the initial two (2) contract years of the Lease term, in terms of reasonableness and ability to fund continuing operations.

D. Proposed Concepts (20 Points)

The quality, functionality, and innovation demonstrated by the Respondent in regard to retail concepts and merchandise. The quality of the

Respondent's customer service plan and initiatives, quality assurance procedures, and pricing.

E. Designs, Materials, and Capital Investment (10 Points)

The quality of proposed concept designs including exterior and interior concepts. The quality of proposed floor plan functionality and design. Estimated costs for initial build-out and mid-term refurbishment.

F. Operations and Maintenance Plan (10 Points)

The quality of the operations and maintenance plans for daily operations. Demonstrated understanding of the Airport environment and its impact on operations

G. Proposed Management, Staffing, and Training (10 Points)

The quality and experience of the proposed on-site general manager and staff. The reasonableness of Respondent's organizational structure. Depth and quality of Respondent's training program.

H. Marketing and Promotions Plan (5 Points)

The extent and effectiveness of Respondent's proposed marketing and promotions plan. Innovation and creativity of Respondent's approach.

3. INTERVIEWS

Following the evaluation of the written proposals, the Airport may determine to interview one or more of the Respondents. Submission of a proposal does not guarantee the right to an interview. Additional information and a Request for Interview format will be provided to those Respondents being interviewed.

<b>SECTION 12</b> <b>Requirements and Restrictions</b>
---

1. RESTRICTED USE OF CONCESSION SPACE & PROHIBITED ITEMS

The following is a list of restrictions that the SLCDCA requires all concessionaires/tenants to follow in connection with the use of Airport facilities.

- A. Pay phone services, pre-paid telephone cards, and automated teller machines.
- B. Any form of advertising for persons/firms other than the successful Respondent unless otherwise pre-approved in writing by SLCDCA.
- C. Banner ads or similar displays.
- D. Advertising Restrictions. In submitting proposals, Respondents acknowledge that a separate contract for advertising at all of Airport's facilities is in effect, and that all signage, including promotional material and activities of Respondent, whether or not in connection with its business at Airport, may be subject to the provisions of the advertising contract. Successful Respondents will cooperate with SLCDCA in establishing appropriate signage standards and guidelines that will enhance the overall appearance and operation of the retail concession.
- E. Storage. Storing hazardous or combustible materials in the Premises of anywhere else at the Airport except as used in the normal course of business; storing merchandise outside of adjacent to the Premises; and storing or placing merchandise, trash, or other materials so as to impair access into the Premises or about the aisles thereof. If chemicals are used, Material Safety Data Sheets (MSDS) sheets must be submitted to SLCDCA within ten (10) calendar days prior to the commencement of operations.
- F. Souvenirs. For News and Gift concepts, souvenirs shall not exceed ten percent (10%) of total store space. For Specialty Retail concepts the sale of souvenirs is prohibited.
- G. Beverages. Serving of beverages including beverages in bottles, cans and other containers, is prohibited except at News and Gift locations.
- H. Alcoholic Beverages. The selling or allowing the sale or consumption of any intoxicating or alcoholic beverages in any part of the Premises not approved for that purpose.

- I. Prohibited Items. The Transportation Safety Administration (TSA) maintains a list of prohibited items that are not allowed in the sterile areas of the Airport. The selected Respondent is required to comply with all rules and regulations and have procedures in place to ensure compliance by all Concession personnel. A full list of current prohibited items can be found by visiting [http://www.tsa.gov/public/interall/editorial/editorial\\_1012.xml](http://www.tsa.gov/public/interall/editorial/editorial_1012.xml) on the internet. This list is updated and modified periodically. It is the responsibility of the selected Respondent to monitor these items and ensure compliance.

## 2. NON-EXCLUSIVITY

Respondents are advised that the other providers may supply or provide related services in the terminal areas. Airline tenants and others may offer services to the general public that are the same as or similar to those contemplated in this RFP. SLCDA may, at any time, solicit proposals or enter into negotiations for additional retail concessions in the sole discretion of SLCDA.

# Sample Document

**SECTION 13**  
**Proposal Form**

RETAIL CONCESSIONS RFP

*Instructions: Provide the following information for EACH proposal Package being submitted.*

Respondent Name: \_\_\_\_\_

Proposal for Package Number: \_\_\_\_\_

**I. PROPOSED PERCENTAGE RENT**

During each year of the term of the Concession Lease, for the right and privilege of operating and managing the Leased Premises at Salt Lake City International Airport, the undersigned Company hereby proposes to pay monthly the greater of items 1 or 2 below:

- 1) One-twelfth (1/12) of the Minimum Annual Guarantee (MAG) for the specific Package being proposed in Table 1.

Table 1. Proposed Minimum Annual Guaranteed Rent for First Year of Beneficial Occupancy. (CIRCLE OR HIGHLIGHT THE PACKAGE NUMBER BEING PROPOSED)

<b>Package</b>	<b>Minimum Annual Guarantee for 1<sup>st</sup> Year of Beneficial Occupancy</b>
Package #1	\$2,482,700
Package #2	\$1,674,800
Package #3	\$382,100
Package #4	\$82,600
Package #5	\$82,600
Package #6	\$35,800
Package #7	\$47,700
Package #8	\$168,900

Respondents are instructed not to alter the Minimum Annual Guarantees in Table 1.

**OR**

2) The percentages of gross receipts stated in Table 2 for the proposed Package.

Table 2. Proposed Percentage Rent

Package	Proposed Percentage Rent
<p>Retail Concession Package # _____  <i>(Fill in appropriate Package #)</i></p> <p>Proposed Rent: Please submit your proposed rent in the form of a percentage for the Package listed. If proposed rent varies by product category, by sales level thresholds, or by contract year, please provide necessary detail.</p>	

Prior to the date of Beneficial Occupancy, selected Respondent shall only pay City the monthly Percentage Rent by location and category as stated in 2 above, if applicable. The signature of the Chief Financial Officer below certifies that the above percentage rent proposal is supportable throughout the Term of the Concession Lease to be awarded.

ATTEST:

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Witness Signature)

BY: \_\_\_\_\_  
 (Signature of Chief Financial Officer)

\_\_\_\_\_  
 (Printed Name of Chief Financial Officer)

Phone No. \_\_\_\_\_ Date \_\_\_\_\_

Respondent's Acknowledgement of Addenda Received: By signing and submitting this RFP, Respondent acknowledges that it has registered on the City's procurement website at [www.slcpurchasing.com](http://www.slcpurchasing.com) and has viewed all materials on the website, including any addenda to this RFP.



**SECTION 14**  
**Pre-Proposal Conference Attendance Form**

The Salt Lake City International Airport Retail Concession RFP Pre-Proposal Conference will be held September 8, 2010 at 9:00 a.m. at the Airport Hilton located in the International Center at 5151 Wiley Post Way, Salt Lake City, Utah.

The Conference will be held in a handicapped-accessible facility. Individuals with disabilities who may need assistance may make requests for reasonable accommodation no later than 48 hours in advance by contacting Pam Johnson at (801) 575-3432; TDD (801) 575-2264. Accommodations may include alternate formats, interpreters, and other auxiliary aids.

Please complete the information below and return via facsimile or email to be received no later than September 6, 2010.

Company Name:

\_\_\_\_\_

Company Contact:

\_\_\_\_\_

Telephone Number/Facsimile Number:

\_\_\_\_\_/\_\_\_\_\_

Email Address: \_\_\_\_\_

Select One:  Prime Concessionaire **or**  Concept Owner/Operator

Select One:  Will Not Attend **or**  Will Attend - Number in party \_\_\_\_\_

Participants on the tour (no more than 2 people per Respondent):

Full Name: \_\_\_\_\_ Birth Date \_\_\_\_\_

Full Name: \_\_\_\_\_ Birth Date \_\_\_\_\_

Please email or fax your completed form to:

[sondra.donivan@slcgov.com](mailto:sondra.donivan@slcgov.com) or via fax to (801) 575-2041



**SECTION 16**  
**Statistical Information**

It is the responsibility of each Respondent to examine carefully this RFP and to judge for itself all of the circumstances and conditions which may affect its proposal and subsequent operation of a retail concession pursuant to the Agreement. Any statistical or other data furnished by City is for informational purposes only and is not warranted. Respondent's use of any such information shall be at Respondent's own risk. Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the selected Respondent from fully complying with this RFP or the Agreement.

The Airport is located five miles northwest of downtown Salt Lake City, Utah and is the 25th busiest airport in North America, serving over 20.4 million passengers annually. The Airport has over 746 scheduled daily flights and serves more than 100 cities with nonstop flights. It is Delta Air Lines' ("Delta") fourth largest hub. With their regional airline partners, Delta operates approximately 566 scheduled daily domestic flights. In addition to Delta, seven other airlines and their affiliates also serve the Airport, including American, Continental, Frontier, JetBlue, Southwest, United, and US Airways.

There are three terminals, five concourses (A through E), and 83 aircraft gates at the Airport. Delta and its affiliated Delta Connection carriers (SkyWest Airlines operates the majority of the Delta Connection flights) operate primarily from Terminal Two. All other domestic airlines at the Airport use Terminal One. In addition to scheduled international service, the International Terminal is used by chartered flights and houses U.S. Customs.

**A. Historical Enplanements at Salt Lake City International Airport 2006 - 2009**

	Total Enplanements	Total International Enplanements
2009	10,203,289	215,390
2008	10,392,819	228,663
2007	11,008,701	100,885
2006	10,762,203	179,214

The information and data is furnished for information purposes only and should not be construed as a guarantee of business to be generated. Data provided to prospective Respondents shall in no way relieve a Respondent from the responsibility of determining for itself the business potential of the proposed retail concession program.

**SECTION 17**  
**Historical Concession Sales 2006 - 2009**

Historical food and beverage, convenience retail and specialty retail concession gross sales at the Airport for calendar years 2006 through 2009

	<b>Approx. Square Feet</b>	<b>2009 Gross Sales</b>	<b>2008 Gross Sales</b>	<b>2007 Gross Sales</b>	<b>2006 Gross Sales</b>
<b>Terminal 1</b>					
<i>Common Area</i>					
Food Service	16,792	\$3,913,948	\$5,016,207	\$4,782,750	\$4,367,142
Convenience Retail	4,668	\$2,341,525	\$4,135,030	\$4,194,949	\$3,871,697
Specialty Retail	772	\$1,233,150	\$1,262,573	\$1,163,555	\$1,076,285
<i>Concourse A</i>					
Food Service	393	\$949,090	\$1,327,069	\$1,275,121	\$755,721
Convenience Retail	553	\$905,855	\$1,329,964	\$1,330,208	\$1,098,293
Specialty Retail	164	\$248,697	\$358,338	\$377,072	\$356,395
<i>Concourse B</i>					
Food Service	5,106	\$6,100,534	\$6,770,707	\$6,631,677	\$5,375,593
Convenience Retail	1,302	\$2,108,926	\$2,431,128	\$2,442,155	\$2,073,263
Specialty Retail	1,135	\$1,274,010	\$1,598,508	\$1,748,427	\$1,559,265
<b>Terminal 2</b>					
<i>Common Area</i>					
Food Service	11,137	\$11,170,132	\$11,236,555	\$12,325,170	\$12,107,675
Convenience Retail	4,578	\$3,277,543	\$3,657,863	\$3,869,445	\$3,822,832
Specialty Retail	3,648	\$4,043,470	\$4,852,126	\$5,655,974	\$5,648,453
<i>Concourse C</i>					
Food Service	5,749	\$7,698,356	\$6,586,585	\$6,842,473	\$6,224,795
Convenience Retail	1,451	\$2,670,439	\$2,369,349	\$2,614,837	\$2,587,298
Specialty Retail	329	\$532,152	\$520,100	\$581,916	\$590,027
<i>International Building</i>					
Food Service	4,140	\$4,595,658	\$4,407,554	\$4,659,228	\$2,870,320
Convenience Retail	607	\$1,223,716	\$1,270,531	\$1,268,423	\$1,240,695
Specialty Retail	191	\$111,786	\$188,184	\$277,800	\$245,100
<i>Concourse D</i>					
Food Service	2,213	\$4,540,008	\$4,399,369	\$4,420,701	\$5,430,165
Convenience Retail	754	\$1,565,419	\$1,714,227	\$1,601,204	\$1,424,853
Specialty Retail	2,926	\$3,009,952	\$3,236,348	\$3,405,221	\$3,190,402
<i>Concourse E</i>					
Food Service	2,789	\$5,077,712	\$4,969,338	\$5,279,817	\$4,417,515

Convenience Retail	941	\$1,942,618	\$1,943,963	\$2,070,634	\$2,094,492
Specialty Retail	0	\$0	\$0	\$0	\$0
Airport Totals					
<i>Subtotal Food Service</i>	48,319	\$44,045,438	\$44,713,384	\$46,216,936	\$41,548,926
<i>Subtotal Convenience Retail</i>	14,854	\$16,036,041	\$18,852,055	\$19,391,854	\$18,213,423
<i>Subtotal Specialty Retail</i>	9,165	\$10,453,217	\$12,016,177	\$13,209,966	\$12,665,927
<b>Total</b>	<b>72,338</b>	<b>\$70,534,696</b>	<b>\$75,581,616</b>	<b>\$78,818,757</b>	<b>\$72,428,276</b>

The information and data is furnished for information purposes only and should not be construed as a guarantee of business to be generated. Data provided to prospective Respondents shall in no way relieve a Respondent from the responsibility of determining for itself the business potential of the proposed retail concession program.

# Sample Document

**SECTION 18**  
**Letter of Credit Checklist and Performance Bond Form**

LETTER OF CREDIT CHECKLIST

Salt Lake City Corporation

The following special provisions are required by the Salt Lake City Attorney's Office for all letters of credit:

1. An original letter of credit with a seal.
2. Letter of credit shall indicate it is redeemable due to lack of performance or payment in connection with the applicable agreement.
3. Authorized signatures.
4. The Letter of Credit should be available for total or partial draws in the event of default under the terms of the agreement or ordinance.
5. The letter of credit must be irrevocable without possibility of cancellation.
6. Salt Lake City Corporation must be named as the beneficiary.
7. All letters of credit must be redeemable at a local Salt Lake City location or by registered mail.

Failure to meet any of the preceding provisions will result in the return of the letter of credit for corrective action.

PERFORMANCE BOND FORM

Salt Lake City Department of Airports

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, hereinafter "Principal," and \_\_\_\_\_, hereinafter "SURETY," are firmly bound unto Salt Lake City Corporation, a municipal corporation of the state of Utah, hereinafter the "OBLIGEE," in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, to be levied upon our property, goods, and chattels in case of default, as made in the conditions following, that is to say:

WHEREAS, the said principal has entered into a Concession Lease with Obligee (bound herewith and made a part hereof) which Concession Lease is designated under the name and style of \_\_\_\_\_ Retail Concession whereby Principal has agreed to promptly and faithfully perform said Concession Lease according to the terms thereof, all of which are bound herewith and made a part of this bond.

NOW, THEREFORE, if said Principal shall well and faithfully perform said Concession Lease in accordance with the terms and conditions thereof, including all amendments thereunder, then this obligation shall be void; otherwise to be and remain in full force and effect. This bond shall not be interpreted to confer and benefit or right of action on behalf of any third party against Salt Lake City Corporation.

IN WITNESS WHEREOF, we have hereunder set our hands and seals at Salt Lake City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_(Seal)

By \_\_\_\_\_

Bond

# \_\_\_\_\_

**SECTION 19**  
**Concession Lease Outline Drawings**

CONCESSION LEASE OUTLINE DRAWINGS ARE AVAILABLE  
AS A PDF FILE ON THE WEBSITE

# Sample Document



**SECTION 20**  
**Summary of 2005 Passenger Survey Findings**

A summary of the findings from the 2005 passenger survey conducted at the Airport is provided on the following pages.

# Sample Document

APPENDIX A  
PASSENGER SURVEY QUESTIONNAIRE

PLEASE CIRCLE BEST RESPONSE FOR EACH QUESTION.

**ABOUT YOUR TRIP:**

1. How often have you used this Airport in the past 12 months?  
 1 - First time/ once      3 - 4 to 5 times      5 - 9 to 12 times  
 2 - 2 to 3 times      4 - 6 to 8 times      6 - More than 12 times

2. What is the primary purpose of this trip?  
 1 - Business      3 - Pleasure/ personal      5 - Other \_\_\_\_\_  
 2 - Business/ pleasure      4 - Convention/ conference

3. What airline are you flying from Salt Lake City Airport today?  
 1 - America West      4 - Delta      7 - Skywest  
 2 - American      5 - Frontier      8 - United  
 3 - Comair      6 - Southwest      9 - Other \_\_\_\_\_

4. Where is your final airport destination today?  
 AIRPORT \_\_\_\_\_ CITY \_\_\_\_\_

5. Are you traveling with someone else today?  
 1 - No - I am traveling alone      2 - Yes - How many people? \_\_\_\_\_

6. What did you do or plan to do while you wait for your flight at this airport? (Circle all that apply)  
 1 - Use airline club      6 - Nothing/ sleep/ watch people  
 2 - Work or use computer      7 - Use ATM/bank/foreign currency  
 3 - Read      8 - Use business services, Laptop/Lane  
 4 - Purchase food/ drinks      9 - Use wireless internet  
 5 - Shop/ browse      10 - Other \_\_\_\_\_

7. Are you connecting to another airplane at SLC Airport today?  
 1 - Yes - (answer 7A)      2 - No -starting travel at SLC Airport (skip to #8)

- 7A. How long is your layover here at SLC Airport?  
 1 - Less than 30 min.      3 - 1 to 1 1/2 hrs.      5 - Over 2 to 2 1/2 hrs.  
 2 - 30 to 59 minutes      4 - Over 1 1/2 to 2 hrs.      6 - Over 2 hours

**\*\* CONNECTING PASSENGERS SKIP TO #15 \*\***

**ORIGINATING PASSENGERS ONLY PLEASE ANSWER #8-14**

8. Are you a visitor to the Salt Lake City area?  
 1 - No, I live here (go to #10)      2 - Yes - I am visitor (go to #9)

9. How long did you stay in the Salt Lake City area this trip?  
 1 - Returning same day      2 - # of days \_\_\_\_\_

10. Did anyone come inside the terminal to see you off?  
 1 - No      2 - Yes - Write # of people \_\_\_\_\_

11. Where did you check in today?  
 1 - Main ticket counter      3 - Curbside  
 2 - Self check-in kiosk      4 - Departure gate

12. After checking in, how much time did you spend in the ticketing area before heading to security screening?  
 1 - No time at all      3 - 5 to 9 minutes      5 - 20 to 30 minutes  
 2 - Less than 5 min.      4 - 10 to 19 minutes      6 - More than 30 min.

13. How long did you wait in line to get through security?  
 1 - 0 to 4 minutes      3 - 10 to 14 minutes      5 - 20 to 30 minutes  
 2 - 5 to 9 minutes      4 - 15 to 20 minutes      6 - Over 30 minutes

ALL RESPONDENTS - PLEASE CONTINUE SURVEY HERE.

**ABOUT YOU:**

14. Your gender?      1 - Male      2 - Female

15. Your marital status?      1 - Single      2 - Married      3 - Divorced/widowec

16. Do you have children?      1 - No      2 - Yes, how many? \_\_\_\_\_

17. What is your age group?  
 1 - Under 24      3 - 35 to 44      5 - 55 to 64  
 2 - 25 to 34      4 - 45 to 54      6 - Over 65

18. Your education level?      1 - High school or less      4 - College degree  
 2 - Some college/ AA      5 - Post grad degree

19. Please indicate your total annual household income.  
 1 - Under \$20,000      4 - \$60,000 - \$79,999      7 - \$150,000 - \$199,999  
 2 - \$20,000 - \$39,999      5 - \$80,000 - \$99,999      8 - \$200,000 or more  
 3 - \$40,000 - \$59,999      6 - \$100,000 - \$149,999

20. Where do you live?  
 1 - Salt Lake City Metropolitan area - write zip code \_\_\_\_\_  
 2 - Other city in Utah - write zip code \_\_\_\_\_  
 3 - Other U.S. city - write zip code \_\_\_\_\_  
 4 - Outside U.S. - indicate country \_\_\_\_\_

**ABOUT YOUR AIRPORT EXPERIENCE:**

21. Did you buy food/ drinks or retail merchandise at this airport today?  
 1 - No - if NO, why? (Skip to #23)  
 1 - No used      5 - Long lines/ crowded  
 2 - Not enough time      6 - Couldn't find desired product  
 3 - Poor service      7 - Couldn't find desired store  
 4 - Prices too high      8 - Other \_\_\_\_\_

- 2 - Yes - IF YES, why? (Answer 21-22)  
 1 - Need/ hunger      3 - Need food for flight      5 - Coupon/advertisement  
 2 - Gift/ souvenir      4 - Killing time      6 - Other \_\_\_\_\_

- 21A. How much did you spend on merchandise (periodicals, gifts, etc.)?  
 1 - Nothing      3 - \$5.00 - \$14.99      5 - \$25.00 or more  
 2 - Under \$5.00      4 - \$15.00 - \$24.99      6 - Don't remember

- 21B. What shops did you make purchases from?  
 1 - Books, Etc.      7 - Roots      13 - West of Brooklyn  
 2 - Brookstone      8 - Simply Books      14 - Wilson's Leather  
 3 - Creative Kidstuff      9 - Spirit of Red Horse      15 - Your Planet  
 4 - Crosby Collection      10 - Sporting Eyes      16 - Zeta & Co.  
 5 - Fossil      11 - The Warehouse      17 - Newsstand, which?  
 6 - Priceless      12 - Vislas

- 22A. How much did you spend on yourself for food/ drinks at this airport?  
 1 - Nothing      3 - \$5.00 - \$9.99      5 - \$15.00 or more  
 2 - Under \$5.00      4 - \$10.00 - \$14.99      6 - Don't remember

- 22B. Where did you make a food & beverage purchase?  
 1 - Ben & Jerry's      8 - Granola's      15 - TCBY & Juice Works  
 2 - Burger King      9 - Great Am. Bagel      16 - The Grove  
 3 - California Pizza Kitch.      10 - Pizza Hut      17 - Terrace Restaurant  
 4 - Cinnabon      11 - Premium Stock Pub      18 - Tugals Bistro  
 5 - City Deli      12 - Sbarro's      19 - Wall Street Deli  
 6 - Dick Clark's AB Grill      13 - Squatter's      20 - Wasatch Pub  
 7 - Gourmet Bean      14 - Starbuck's      21 - Snack bar, which?

23. Please state the importance of each criteria to your shopping experience

	Un- important	Somewhat Important	Important	Very Important	Extremely Important
23A - Reasonable prices	1	2	3	4	5
23B - Quality merchandise	1	2	3	4	5
23C - Courtesy/ helpful staff	1	2	3	4	5
23D - National brands	1	2	3	4	5
23E - Local brands	1	2	3	4	5
23F - Short lines at register	1	2	3	4	5
23G - Variety of merchandise	1	2	3	4	5
23H - Proximity to my gate	1	2	3	4	5

24. Given prices are comparable to those in local restaurants, circle all the types of food you would purchase if available at this airport.

1 - Asian	7 - Seafood	13 - Roasted chicken
2 - Deli/ sandwiches	8 - Pizza	14 - Gourmet coffee
3 - Hamburgers	9 - Salads	15 - Ice cream/yogurt
4 - Hot dogs	10 - Pretzels/ popcorn	16 - Candy/ nuts
5 - Mexican	11 - Pastries/ cookies	17 - Other
6 - Italian/ pasta	12 - Vegetarian	

25. Given prices are comparable to those in local stores, circle all the types of merchandise you would purchase if available at this airport.

1 - Magazines	8 - Hi-tech gadgets	15 - Ski apparel/ acc.
2 - Books	9 - Children's toys/ gifts	16 - Local souvenirs
3 - Sundries	10 - DVDs/videos/games	17 - Leather goods/ luggage
4 - Sunglasses	11 - Baseball caps/hats	18 - Cosmetics/ beauty
5 - Jewelry/watches	12 - Apparel/sportswear	19 - Other
6 - Candy/chocolate	13 - Native crafts/ arts	
7 - Music CDs	14 - Gourmet gift foods	

26. Circle all the services you would use if available at this airport?

1 - Business center	7 - Smoking lounge	13 - Internet kiosk
2 - ATM	8 - Kid's play area	14 - Wi-Fi (wireless)
3 - Bank/ currency exch.	9 - Pharmacy	15 - Interfaith chapel
4 - Hair/ nail salon	10 - Shoe shine	16 - Fitness center
5 - Massage	11 - Florist/ balloons	17 - Ski rental/ service
6 - Game room	12 - Vending machines	18 - Other

Please rate your experience at this airport today using the following scale:

Unacceptable	Poor	Okay/ Fair	Satisfied	Very Satisfied
1	2	3	4	5

If not applicable, please leave blank

27. Retail Shops Unacceptable → Very Satisfied

27A - Variety of stores available	1	2	3	4	5
27B - Quality of merchandise offered	1	2	3	4	5
27C - Attractiveness of store displays/format	1	2	3	4	5
27D - Merchandise prices	1	2	3	4	5
27E - Courtesy of personnel	1	2	3	4	5
27F - Speed of service	1	2	3	4	5
27G - OVERALL Retail Shops	1	2	3	4	5

28. Food & Beverage Concessions Unacceptable → Very Satisfied

28A - Variety of food choices	1	2	3	4	5
28B - Quality of food/ beverage products	1	2	3	4	5
28C - Selection/availability of healthy foods	1	2	3	4	5
28D - Location of facilities	1	2	3	4	5
28E - Food/ beverage prices	1	2	3	4	5
28F - Appearance/cleanliness of food areas	1	2	3	4	5
28G - Availability of seating areas	1	2	3	4	5
28H - Courtesy of personnel	1	2	3	4	5
28I - Speed of service	1	2	3	4	5
28J - Packaging/ease of carrying to-go items	1	2	3	4	5
28K - OVERALL Food Services	1	2	3	4	5

29. Airport Facilities/ Service Unacceptable → Very Satisfied

29A - Restroom cleanliness	1	2	3	4	5
29B - Availability of restrooms	1	2	3	4	5
29C - Directional/informational signage	1	2	3	4	5
29D - Public address system	1	2	3	4	5
29E - Flight information displays	1	2	3	4	5
29F - Availability of gate seating area	1	2	3	4	5
29G - Comfort of seating	1	2	3	4	5
29H - Climate control in seating area	1	2	3	4	5
29I - Condition/cleanliness of terminals	1	2	3	4	5
29J - Wait time in security check area	1	2	3	4	5
29K - Courtesy of security staff	1	2	3	4	5
29L - Courtesy of airline staff	1	2	3	4	5
29M - Courtesy of airport staff	1	2	3	4	5
29N - OVERALL Airport Facilities	1	2	3	4	5

IF YOU ARE NOT A PASSENGER TODAY: PLEASE ANSWER #30-#34

30. How often have you flown out of this Airport in the past 12 months?

1 - One time only	3 - 4 to 5 times	5 - 9 to 12 times
2 - 2 to 3 times	4 - 6 to 8 times	6 - More than 12 times

31. How often have visited this Airport to drop off or pick up a passenger in the past 12 months?

1 - First time/ once	3 - 4 to 5 times	5 - 9 to 12 times
2 - 2 to 3 times	4 - 6 to 8 times	6 - More than 12 times

32. What is the purpose of your visit to the Airport today?

1 - Seeing someone off	2 - Meeting an arriving passenger
------------------------	-----------------------------------

33. Aside from yourself, how many people are in your party?

1 - Came alone	3 - 3-4 other people	5 - More than 6 others
2 - 1-2 other people	4 - 5-6 other people	

34. How long before the scheduled departing or arriving flight did you arrive at SLC Airport today?

1 - Less than 30 min.	3 - 1 to 1½ hours	5 - Over 2 to 2½ hours
2 - 30 to 59 minutes	4 - Over 1½ to 2 hrs.	6 - Over 2½ hours

INTERVIEWERS USE ONLY		Interviewer Name			LOCATION (37)	
TIME OF DAY (34)		(35) Is flight delayed? 1 - Yes 2 - No			DAY OF WEEK (36)	
01- Before 7am	04- 9-10am	07- 12-1pm	10- 3-4pm	13- 6-7 pm	1 - Thurs	2 - Con A
02- 7-8am	05- 10-11am	08- 1-2pm	11- 4-5pm	14- 7-8pm	2 - Friday	5 - Con E
03- 8-9am	06- 11-12pm	09- 2-3pm	12- 5-6pm	15 - After 8pm	3 - Saturday	6 - Int'l Terminal
						7 - Ticketing
						8 - Arrivals

**APPENDIX B**  
**Passenger Responses**  
**TRIP CHARACTERISTICS**

<b>Frequency of Airport Use</b>		<b>Final Airport Destination - # of Write-in Responses</b>	
First time/ once	41%	Los Angeles	106
2 to 3 times	32%	Phoenix	83
4 to 5 times	12%	Portland	65
6 to 8 times	6%	Las Vegas	59
9 to 12 times	3%	Seattle	49
More than 12 times	6%	Denver	47
		John F. Kennedy	47
<b>Airline Used</b>		<b>Connecting at SLC</b>	
Delta	46%	Yes	43%
Skywest	26%	No	58%
Southwest	11%		
United	6%		
Other	5%		
America West	3%		
American	3%		
Frontier	2%		
<b>Traveling w/ Another</b>		<b>Length of Layover at SLC - Connecting Passengers Only</b>	
No	44%	Less than 30 minutes	2%
Yes	56%	30 to 59 minutes	15%
		1 to 1 1/2 hours	35%
		1 1/2 hours to 2 hours	16%
		2 to 2 1/2 hours	17%
		Over 2 1/2 hours	16%
<b># of Others Traveling w/ you</b>		<b>Activity Participated in While Waiting</b>	
One	41%	Read	54%
Two	23%	Purchase food/ drinks	45%
Three	11%	Nothing/ sleep/ watch people	35%
Four	6%	Shop/ browse	22%
Five	3%	Work or use computer	10%
Six or more	15%	Use wireless Internet	3%
		Use ATM/ bank/ foreign currency	2%
		Use airline club	2%
		Use business services, Laptop Lane	1%
		Other	6%
<b>Purpose of Trip</b>			
Pleasure/ personal	58%		
Business	26%		
Business/ pleasure	10%		
Other	3%		
Convention/ conference	3%		

**APPENDIX B (CONTINUED)**  
**Passenger Responses**  
**ORIGINATING PASSENGERS ONLY**

<b>Visitor to SLC Area</b>		<b>Where Did You Check-In for Flight?</b>	
Yes - out of area resident	59%	Main ticket counter	39%
No - local resident	41%	Self check-in kiosk	36%
<b>Length of Stay in SLC (Visitors only)</b>		Curbside	18%
Returning home same day	7%	On-line/ departure gate	7%
One day	4%	<b>Time Spent Pre-security</b>	
Two days	8%	No time at all	44%
Three days	12%	Less than five minutes	25%
Four days	13%	5 to 10 minutes	20%
Five days	16%	10 to 20 minutes	8%
Six days	10%	20 to 30 minutes	2%
Seven days	19%	More than 30 minutes	1%
More than seven days	12%	<b>Length of Time in Security Line/Check</b>	
<b>Accompanied Inside Terminal by Well-Wisher</b>		0 to 4 minutes	44%
No	95%	5 to 10 minutes	37%
Yes	5%	10 to 15 minutes	14%
<b># of Well-wishers</b>		15 to 20 minutes	4%
One	75%	20 to 30 minutes	1%
Two	13%	Over 30 minutes	0%
Three	5%	<b>Dwell Time</b>	
Four or more	7%	Less than 30 minutes	1%
		30 to 60 minutes	10%
		1 to 1 1/2 hours	40%
		1 1/2 to 2 hours	26%
		2 to 2 1/2 hours	15%
		More than 2 1/2 hours	9%

APPENDIX B (CONTINUED)  
 Passenger Responses

DEMOGRAPHIC/ ECONOMIC CHARACTERISTICS

<b>Gender</b>		<b>Education Level</b>	
Male	52%	High school or less	11%
Female	48%	Some college/ AA	29%
<b>Marital Status</b>		College degree	37%
Married	66%	Post grad degree	24%
Single	26%	<b>Household Income</b>	
Divorced/Widowed	8%	Under \$20,000	9%
<b># of Children</b>		\$20,000-39,999	11%
None	39%	\$40,000-59,999	15%
One	10%	\$60,000-79,999	15%
Two	24%	\$80,000-99,999	12%
Three	14%	\$100,000-149,999	20%
Four	7%	\$150,000-199,999	7%
Five or more	7%	\$200,000 or more	11%
<b>Age</b>		<b>Area of Residence</b>	
Under 24	14%	Other U.S. city	71%
25 to 34	19%	Other city in Utah	16%
35 to 44	20%	SLC Metropolitan	10%
45 to 54	24%	Outside U.S.	3%
55 to 64	16%		
Over 65	7%		

**APPENDIX B (CONTINUED)**  
**Passenger Responses**  
**PURCHASING BEHAVIOR**

<b>Did you purchase retail or food at SLC?</b>		<b>Amount Spent on Food Purchases</b>	
Yes	61%	Nothing	7%
No	39%	Under \$5.00	29%
		\$5.00 - \$9.99	41%
<b>If no, why not?</b>		\$10.00 - \$14.99	14%
No need	57%	\$15.00 or more	8%
Prices too high	13%	Don't remember	0%
Not enough time	3%		
Long lines/ crowded	2%		
Couldn't find desired item	1%		
Poor service	1%		
Couldn't find desired store	0.4%		
Other	3%		
		<b># of Purchasers from Each Food Outlet</b>	
<b>If yes, why did you buy?</b>		Burger King	186
Need/ hunger	62%	Starbuck's	172
Killing time	26%	Cinnabon	138
Gift/ souvenir	9%	Dick Clark's AB Grill	98
Need food for flight	9%	TCBY & Juice Works	94
Coupon/ advertisement	0.4%	City Deli	79
Other	6%	Snack Bar	77
		Sbarro's	62
<b>Amount Spent on Retail Merchandise</b>		Calif. Pizza Kitchen	58
Nothing	34%	Pizza Hut	40
Under \$5.00	17%	Great American Bagel	36
\$5.00 - \$14.99	32%	Ben & Jerry's	34
\$15.00 - \$24.99	10%	Tugals Bistro	34
\$25.00 or more	8%	Squatter's	24
Don't remember	0%	Terrace Restaurant	23
		Wall Street Deli	21
<b># of Shoppers From Each Store</b>		Gourmet Bean	16
Newsstand	196	Granato's	15
Books, Etc.	144	Wasatch Pub	14
Simply Books	39	The Grove	13
Brookstone	26	Premium Stock Pub	11
Vistas	26	Don't remember	144
West of Brooklyn	22		
Zeta & Co	16	<b># of Users for Each Service</b>	
Creative Kidstuff	11	Smoking lounge	140
Your Planet	11	ATM/ cash machine	86
Spirit of Red Horse	10	Telephone	86
The Warehouse	8	Luggage cart	71
Fossil	6	Wi-Fi Internet service	34
Sporting Eyes	6	Airline club room	29
Priceless	5	Laptop Lane	19
Roots	5	Bank	10
Wilson's Leather	5	In-Motion picture	9
Crosby Collection	2		
Don't remember	261		

APPENDIX B (CONTINUED)  
Passenger Responses

SHOPPING PREFERENCES

Importance of Each Criteria to Shopping Experience		Food Preferences - What would you buy?	
<u>Reasonable Prices</u>		Deli/ sandwiches	47%
Extremely important	31%	Pizza	41%
Very important	29%	Ice cream/ yogurt	36%
Important	26%	Hamburgers	35%
Somewhat important	10%	Salads	35%
Unimportant	4%	Mexican food	32%
<u>Quality Merchandise</u>		Gourmet coffee	28%
Extremely important	27%	Asian	26%
Very important	39%	Italian/ pasta	26%
Important	26%	Candy/ nuts	23%
Somewhat important	5%	Roasted chicken	22%
Unimportant	4%	Pastries/ cookies	19%
<u>Courteous/ Helpful Staff</u>		Pretzels/ popcorn	18%
Extremely important	28%	Hotdogs	16%
Very important	36%	Seafood	15%
Important	26%	Vegetarian	12%
Somewhat important	6%	<u>Merchandise Preferences - What would you buy?</u>	
Unimportant	4%	Magazines	57%
<u>National Brands</u>		Books	47%
Extremely important	8%	Candy/ chocolate	26%
Very important	16%	Local souvenirs	23%
Important	31%	Music CDs	15%
Somewhat important	25%	Apparel/ sportswear	13%
Unimportant	21%	Sundries	13%
<u>Local Brands</u>		Children's toys/ gifts	12%
Extremely important	7%	Sunglasses	12%
Very important	15%	Native crafts/ arts	11%
Important	30%	DVDs/ video games	9%
Somewhat important	24%	Electronics/ gadgets	8%
Unimportant	24%	Cosmetics/ beauty	8%
<u>Short Lines at Register</u>		Baseball caps/ hats	8%
Extremely important	20%	Gourmet gift foods	7%
Very important	31%	Jewelry/ watches	7%
Important	32%	Ski apparel/ accessories	7%
Somewhat important	12%	Leather goods/ luggage	5%
Unimportant	6%	<u>Service Preferences - What would you use?</u>	
<u>Variety of Merchandise</u>		ATM	38%
Extremely important	16%	Vending machines	18%
Very important	33%	Internet kiosk	15%
Important	34%	Wi-Fi Internet	15%
Somewhat important	12%	Game room	11%
Unimportant	5%	Business center	11%
<u>Proximity to My Gate</u>		Massage	11%
Extremely important	24%	Fitness center	10%
Very important	31%	Pharmacy	9%
Important	29%	Kids play area	9%
Somewhat important	11%	Bank/ foreign currency	8%
Unimportant	6%	Hair/ nail salon	8%
		Shoe shine	8%
		Smoking lounge	7%
		Florist/ balloons	3%
		Interfaith chapel	3%
		Ski rental/ service	3%



APPENDIX B (CONTINUED)  
Passenger Responses

SATISFACTION WITH RETAIL PROGRAM

<u>Variety of Stores Available</u>		<u>Courtesy of Personnel</u>	
Very satisfied	11%	Very satisfied	19%
Satisfied	51%	Satisfied	52%
Okay/ fair	33%	Okay/ fair	25%
Poor	5%	Poor	3%
Unacceptable	1%	Unacceptable	1%
<u>Quality of Merchandise</u>		<u>Speed of Service</u>	
Very satisfied	10%	Very satisfied	17%
Satisfied	58%	Satisfied	53%
Okay/ fair	30%	Okay/ fair	27%
Poor	2%	Poor	2%
Unacceptable	1%	Unacceptable	1%
<u>Attractiveness of stores</u>		<u>Overall Retail Shops</u>	
Very satisfied	17%	Very satisfied	11%
Satisfied	57%	Satisfied	55%
Okay/ fair	24%	Okay/ fair	32%
Poor	1%	Poor	2%
Unacceptable	1%	Unacceptable	1%
<u>Merchandise Prices</u>			
Very satisfied	6%		
Satisfied	34%		
Okay/ fair	42%		
Poor	13%		
Unacceptable	4%		

**APPENDIX B (CONTINUED)**  
**Passenger Responses**

**SATISFACTION WITH FOOD & BEVERAGE PROGRAM**

<u>Variety of Food Choices</u>		<u>Availability of Seating Areas</u>	
Very satisfied	9%	Very satisfied	12%
Satisfied	46%	Satisfied	48%
Okay/ fair	37%	Okay/ fair	32%
Poor	7%	Poor	7%
Unacceptable	1%	Unacceptable	1%
<u>Quality of Food Products</u>		<u>Courtesy of Personnel</u>	
Very satisfied	9%	Very satisfied	14%
Satisfied	51%	Satisfied	52%
Okay/ fair	36%	Okay/ fair	29%
Poor	4%	Poor	4%
Unacceptable	0%	Unacceptable	1%
<u>Selection/ Availability of Health Foods</u>		<u>Speed of Service</u>	
Very satisfied	7%	Very satisfied	13%
Satisfied	38%	Satisfied	52%
Okay/ fair	38%	Okay/ fair	31%
Poor	15%	Poor	4%
Unacceptable	2%	Unacceptable	1%
<u>Location of Facilities</u>		<u>Packaging/ Ease of Carrying To Go</u>	
Very satisfied	9%	Very satisfied	11%
Satisfied	51%	Satisfied	54%
Okay/ fair	34%	Okay/ fair	32%
Poor	5%	Poor	3%
Unacceptable	1%	Unacceptable	1%
<u>Food &amp; Beverage Prices</u>		<u>Overall Food Services</u>	
Very satisfied	6%	Very satisfied	10%
Satisfied	35%	Satisfied	54%
Okay/ fair	42%	Okay/ fair	35%
Poor	14%	Poor	2%
Unacceptable	3%	Unacceptable	0%
<u>Appearance/ Cleanliness of Food Areas</u>			
Very satisfied	12%		
Satisfied	53%		
Okay/ fair	32%		
Poor	3%		
Unacceptable	1%		

APPENDIX C  
Airport Visitor Responses

USER PROFILE

<b># of Times Used Airport to Fly Out</b>		<b>How Many in Your Party, excluding yourself?</b>	
One time	28%	Came alone	26%
2 to 3 times	38%	1 to 2 other people	44%
4 to 5 times	15%	3 to 4 other people	19%
6 to 8 times	11%	5 to 6 other people	7%
9 to 12 times	3%	More than 6 other people	4%
More than 12 times	5%		
<b># of Times Picked Up or Dropped Off Passenger</b>		<b>Dwell Time</b>	
One time	16%	Less than 30 minutes	40%
2 to 3 times	33%	30 to 59 minutes	34%
4 to 5 times	24%	1 to 1 1/2 hours	21%
6 to 8 times	11%	1 1/2 to 2 hours	1%
9 to 12 times	7%	2 to 2 1/2 hours	3%
More than 12 times	11%	More than 2 1/2 hours	2%
<b>Purpose of Visit at SLC Today</b>			
Meeting an arriving passenger	85%		
Seeing someone off	15%		

DEMOGRAPHIC/ ECONOMIC CHARACTERISTICS

<b>Gender</b>		<b>Education Level</b>	
Female	54%	High school or less	15%
Male	46%	Some college/ AA	31%
<b>Marital Status</b>		College degree	35%
Married	67%	Post grad degree	19%
Single	26%	<b>Household Income</b>	
Divorced/Widowed	7%	Under \$20,000	10%
<b># of Children</b>		\$20,000-39,999	20%
None	35%	\$40,000-59,999	12%
One	8%	\$60,000-79,999	16%
Two	20%	\$80,000-99,999	12%
Three	15%	\$100,000-149,999	14%
Four	9%	\$150,000-199,999	6%
Five or more	14%	\$200,000 or more	9%
<b>Age</b>		<b>Area of Residence</b>	
Under 24	17%	Other city in Utah	38%
25 to 34	20%	SLC Metropolitan	30%
35 to 44	16%	Other U.S. city	29%
45 to 54	26%	Outside U.S.	2%
55 to 64	15%		
Over 65	7%		

**APPENDIX C (CONTINUED)**  
**Airport Visitor Responses**

**PURCHASING BEHAVIOR**

<b>Did you purchase retail or food at SLC?</b>		<b>Amount Spent on Food Purchases</b>	
No	76%	Nothing	12%
Yes	25%	Under \$5.00	54%
<b>If no, why not?</b>		\$5.00 - \$9.99	26%
No need	47%	\$10.00 - \$14.99	8%
Prices too high	7%	\$15.00 or more	0%
Couldn't find desired item	5%	Don't remember	0%
Couldn't find desired store	5%	<b>Amount Spent on Retail Merchandise</b>	
Not enough time	3%	Nothing	35%
Poor service	2%	Under \$5.00	43%
Long lines/ crowded	1%	\$5.00 - \$14.99	19%
Other	13%	\$15.00 - \$24.99	2%
<b>If yes, why did you buy?</b>		\$25.00 or more	0%
Killing time	36%	Don't remember	2%
Need/ hunger	34%	<b># of Users for Each Service</b>	
Need food for flight	3%	Luggage cart	23
Gift/ souvenir	2%	ATM/ cash machine	14
Coupon/ advertisement	0.0%	Telephone	12
Other	7%	Bank	5
		Wi-Fi Internet service	4

APPENDIX C (CONTINUED)  
Airport Visitor Responses

SHOPPING PREFERENCES

Importance of Each Criteria to Shopping Experience		Food Preferences - What would you buy?	
<b>Reasonable Prices</b>		Deli/ sandwiches	49%
Extremely important	41%	Pizza	44%
Very important	26%	Hamburgers	38%
Important	24%	Salads	37%
Somewhat important	6%	Ice cream/ yogurt	35%
Unimportant	3%	Mexican food	33%
		Italian/ pasta	33%
		Asian	30%
		Roasted chicken	27%
		Pastries/ cookies	27%
		Candy/ nuts	27%
		Gourmet coffee	24%
		Pretzels/ popcorn	23%
		Hotdogs	21%
		Seafood	16%
		Vegetarian	16%
<b>Quality Merchandise</b>			
Extremely important	37%		
Very important	38%		
Important	20%		
Somewhat important	3%		
Unimportant	3%		
<b>Courteous/ Helpful Staff</b>			
Extremely important	38%		
Very important	28%		
Important	27%		
Somewhat important	6%		
Unimportant	2%		
<b>National Brands</b>			
Extremely important	14%		
Very important	14%		
Important	34%		
Somewhat important	19%		
Unimportant	19%		
<b>Local Brands</b>			
Extremely important	15%		
Very important	13%		
Important	31%		
Somewhat important	19%		
Unimportant	22%		
<b>Short Lines at Register</b>			
Extremely important	27%		
Very important	30%		
Important	29%		
Somewhat important	11%		
Unimportant	4%		
<b>Variety of Merchandise</b>			
Extremely important	26%		
Very important	28%		
Important	35%		
Somewhat important	7%		
Unimportant	5%		
<b>Proximity to My Gate</b>			
Extremely important	30%		
Very important	32%		
Important	27%		
Somewhat important	8%		
Unimportant	5%		
		<b>Merchandise Preferences - What would you buy?</b>	
		Magazines	56%
		Books	48%
		Candy/ chocolate	29%
		Local souvenirs	27%
		Music CDs	19%
		Native crafts/ arts	14%
		Apparel/ sportswear	14%
		Sunglasses	13%
		Children's toys/ gifts	13%
		DVDs/ video games	12%
		Sundries	12%
		Electronics/ gadgets	11%
		Baseball caps/ hats	9%
		Gourmet gift foods	9%
		Jewelry/ watches	8%
		Ski apparel/ accessories	8%
		Cosmetics / beauty	7%
		Leather goods/ luggage	5%
		<b>Service Preferences - What would you use?</b>	
		ATM	45%
		Vending machines	30%
		Kids play area	17%
		Internet kiosk	16%
		Game room	15%
		Wi-Fi Internet	14%
		Bank/ foreign currency	14%
		Pharmacy	11%
		Business center	11%
		Shoe shine	10%
		Florist/ balloons	10%
		Massage	9%
		Smoking lounge	7%
		Fitness center	7%
		Hair/ nail salon	5%
		Ski rental/ service	4%
		Interfaith chapel	2%

APPENDIX C (CONTINUED)  
Airport Visitor Responses

SATISFACTION WITH RETAIL PROGRAM

<u>Variety of Stores Available</u>		<u>Courtesy of Personnel</u>	
Very satisfied	16%	Very satisfied	20%
Satisfied	24%	Satisfied	43%
Okay/ fair	29%	Okay/ fair	25%
Poor	16%	Poor	3%
Unacceptable	16%	Unacceptable	9%
<u>Quality of Merchandise</u>		<u>Speed of Service</u>	
Very satisfied	11%	Very satisfied	21%
Satisfied	37%	Satisfied	44%
Okay/ fair	31%	Okay/ fair	23%
Poor	10%	Poor	2%
Unacceptable	10%	Unacceptable	10%
<u>Attractiveness of stores</u>		<u>Overall Retail Shops</u>	
Very satisfied	15%	Very satisfied	17%
Satisfied	41%	Satisfied	35%
Okay/ fair	24%	Okay/ fair	27%
Poor	10%	Poor	10%
Unacceptable	10%	Unacceptable	12%
<u>Merchandise Prices</u>			
Very satisfied	9%		
Satisfied	24%		
Okay/ fair	38%		
Poor	14%		
Unacceptable	14%		

APPENDIX C (CONTINUED)  
 Airport Visitor Responses  
 SATISFACTION WITH FOOD & BEVERAGE PROGRAM

<u>Variety of Food Choices</u>		<u>Availability of Seating Areas</u>	
Very satisfied	11%	Very satisfied	11%
Satisfied	26%	Satisfied	32%
Okay/ fair	35%	Okay/ fair	31%
Poor	15%	Poor	11%
Unacceptable	13%	Unacceptable	16%
<u>Quality of Food Products</u>		<u>Courtesy of Personnel</u>	
Very satisfied	8%	Very satisfied	17%
Satisfied	36%	Satisfied	42%
Okay/ fair	34%	Okay/ fair	30%
Poor	9%	Poor	2%
Unacceptable	13%	Unacceptable	9%
<u>Selection/ Availability of Health Foods</u>		<u>Speed of Service</u>	
Very satisfied	5%	Very satisfied	13%
Satisfied	29%	Satisfied	40%
Okay/ fair	29%	Okay/ fair	35%
Poor	21%	Poor	3%
Unacceptable	15%	Unacceptable	9%
<u>Location of Facilities</u>		<u>Packaging/ Ease of Carrying To-Go</u>	
Very satisfied	5%	Very satisfied	14%
Satisfied	34%	Satisfied	40%
Okay/ fair	30%	Okay/ fair	29%
Poor	9%	Poor	7%
Unacceptable	21%	Unacceptable	10%
<u>Food &amp; Beverage Prices</u>		<u>Overall Food Services</u>	
Very satisfied	3%	Very satisfied	13%
Satisfied	30%	Satisfied	35%
Okay/ fair	38%	Okay/ fair	32%
Poor	16%	Poor	7%
Unacceptable	12%	Unacceptable	14%
<u>Appearance/ Cleanliness of Food Areas</u>			
Very satisfied	11%		
Satisfied	42%		
Okay/ fair	32%		
Poor	6%		
Unacceptable	9%		