

Request For Proposal For
The Development of
Property For General
Aviation Facilities at Glacier
Park International Airport



Issued On
January 31st,
2024

Flathead Municipal Airport Authority
4170 US Highway 2 East
Kalispell, Montana 59901

The Flathead Valley has experienced unprecedented growth in both population and visitor traffic. Glacier Park International Airport (GPIA) has served as a gateway for hundreds of thousands of visitors exploring Glacier National Park and enjoying the outdoor recreation activities offered by Northwest Montana. Many individuals, after experiencing the natural beauty of the region, have chosen to make it their home and continue to travel for various purposes. Despite the challenges posed by COVID, GPIA has achieved record-breaking growth, with a 55% increase in enplanements and a 52% increase in aircraft operations compared to 2017. This growth extends to both commercial and general aviation (GA) traffic. As part of its commitment to providing a remarkable airport experience, GPIA is seeking to develop a public-facing commercial hangar that aligns with the community's values and needs.

Project Background:

GPIA has witnessed substantial growth and development, including the addition of airlines and multiple non-stop destinations. GA has also experienced significant growth, with 15 hangars under construction or about to begin construction since 2021, marking the first development of its kind in 13 years. The northeastern portion of the airport, known as the "North Apron," has become the hub of the GA community at GPIA. However, due to the recent influx of GA development, available space is limited. Therefore, the Flathead Municipal Airport Authority (FMAA) aims to engage a qualified developer (either a single firm or joint venture) to develop an aviation facility for GA on 2.63 acres of airport property known as Lot N7C.

Project Objectives:

The FMAA intends to lease Lot N7C to the Successful Firm while retaining full rights and powers, ensuring compliance with all FAA grant assurances. The successful firm will be responsible for the following:

- Leasing and developing the Subject Property within predetermined development milestones agreed upon with the FMAA.
- Abiding by the rules, policies, restrictions, and regulations of the FMAA, FAA, and any other applicable government entities.
- Overseeing the ongoing operation and management of the Subject Property through the terms of the leases.

Proposal Evaluation:

Proposals will be evaluated based on the following criteria:

- Development scope and proposed use.
- Demonstrated evidence of the Firm's financial stability and its access to the capital and financial resources required for the successful development and operation of the proposed Plan.
- Firm's overall likelihood of success in delivering the project based on all information available.
- Visual Appeal or Aesthetic
- Highest and best use of a property with the goal of promoting and serving the aviation

community.

Timeline:

Release of RFP: January 31st, 2024

Mandatory Pre-Submittal Meeting: February 16th, 2024

Deadline for Written Questions: February 23rd, 2024

Issuance of Written Responses: March 1st, 2024

Deadline for Proposal Submission: March 29th, 2024

Proposal Evaluation and Short List Selection: TBD

Shortlist Interviews: TBD

Contract Negotiation and Award: TBD

Thank you for your interest in Glacier Park International Airport. We look forward to meeting you.

Rob Ratkowski, AAE
Airport Director

REQUEST FOR PROPOSAL(“RFP”)

Proposal Submissions will be received at the administration offices of Glacier Park International Airport, 4170 Highway 2 East, Kalispell, MT 59901, until **4:00 PM local time, on March 15th, 2024** for:

The Development of Property For General Aviation Facilities at Glacier Park International Airport

A full description of the process is set forth below. Given the scope of the opportunity and size of the premises described in this RFP, the FMAA, reserves the right to award a contract to more than one Firm or no Firm at all. Documents may be obtained by emailing a request to rfp@glacierairport.com with “Request for Documents – General Aviation Development Opportunity” in the subject line, or by contacting the solicitation contact: Ian McKay, AAE, Deputy Airport Director, at Glacier Park International Airport, 4170 US Highway 2 East, Kalispell, MT 59901, (406) 257-5994. A **mandatory Pre-submittal Conference will held on February, 16th, at 10:00 AM.** It can be attended in person at the Glacier Park International Airport Conference Room at 4170 US Highway 2 East, Kalispell, MT 59901 or virtually from your computer, tablet, or smartphone by accessing the following link or dial-in number:

Microsoft Teams

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTIwZjM3ZmEtM2UxYS00OTQyLTliNjQtZDIhYTY5YzlhMTU5%40thread.v2/0?context=%7b%22Tid%22%3a%22ab76c8f5-72a3-49ec-b86b-a019aa1efab0%22%2c%22Oid%22%3a%22f16db6b3-763b-4198-b7bc-ac643c1fbb30%22%7d

Meeting ID: 296 915 295 263

Passcode: hGhNDp

Or call in (audio only)

[+1 406-272-4852](tel:+14062724852), [15592672](tel:+15592672)# United States, Billings

Phone Conference ID: 155 926 72#

Key Dates

The following table conveys important dates that are subject to change at the sole discretion of the FMAA.

Table 1. Key Dates and Milestones

Date	Milestone
1/31/2024	RFP Publication
2/16/2024	Mandatory Pre-Submittal Meeting
2/23/2024	Deadline for Written Questions
3/1/2024	Issuance of Written Responses
3/29/2024	Proposal Submissions Due
TBD	Interviews

Definitions

Request For Proposal (RFP): This document, that outlines the requirements, specifications, and scope of a project or service that an organization wants to procure. It invites vendors or service providers to submit proposals outlining how they would meet the requirements.

Development Plan: A comprehensive document that outlines the strategies, goals, timelines, resources, and steps required for the successful execution of a project. It includes details on the development process, milestones, and often covers various aspects like financial, operational, and marketing plans. Development Plan specifications for this project are outlined in the Development Policies and Application Procedures.

Lease Agreement: A legally binding contract between a lessor (owner) and a lessee (tenant) specifying the terms and conditions under which the lessee will rent a property or asset owned by the lessor. It includes details such as lease duration, rental payments, responsibilities of both parties, and terms for termination or renewal.

Firm: A business entity or a company offering goods or services, especially one that is capable and legally authorized to enter into contracts.

Plan: The Development Plan, to be submitted Post Award.

Pre-Submittal Meeting: A meeting conducted by the issuer of the RFP before the proposal submission deadline. It provides an opportunity for potential bidders to ask questions, seek clarifications, and gather information about the project or service requirements.

Deadline for Written Questions: The specified date in the RFP by which interested parties must submit any questions they have regarding the RFP, project, or its requirements. This deadline ensures all bidders have the same information before submitting proposals.

Issuance of Written Responses: The process where the issuer of the RFP provides written answers or clarifications to the questions submitted by potential bidders. These responses help ensure all participants have access to the same information and clarifications.

Proposal: A formal document submitted by a vendor or service provider in response to an RFP. It includes details about the vendor's solution, approach, capabilities, pricing, and other relevant information requested in the RFP.

Concept Plan: A preliminary outline or proposal illustrating the basic ideas, concepts, or initial design for a project. It provides an overview of the proposed solution without going into extensive detail.

Interview: A stage in the selection process where the issuer of the RFP may choose to interview shortlisted candidates or firms to gain further insights, seek clarifications, or evaluate their proposals in more depth.

Shortlist: The process of narrowing down the list of potential vendors or service providers to a select few who are deemed most qualified or suitable based on their proposals, qualifications, or criteria outlined in the RFP.

Rules for Contact and Communication

The rules of contact will apply during the solicitation, effective as of the date of issuance of this Request for Proposal (RFP) through the execution of the Plan. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by the FMAA in connection with the RFP. Contact includes face-to-face, telephone, facsimile, e-mail, or formal written communication, either directly or indirectly by an agent, representative, promoter, or advocate of a Firm.

The specific rules of contact are as follows:

After release of the RFP, no person from any Firm will communicate with any person from another Firm with regard to the RFP, either team's RFP Response (Proposal), or the project; provided, however, that subcontractors, operators, etc. that are shared between two or more Firm teams may communicate with their respective team members so long as those Firms establish information barriers to ensure that the subcontractor will not act as a conduit of information between the teams. In addition, contact among persons is allowed during FMAA-sponsored informational meetings.

The FMAA will be the sole contact for purposes of this RFP. Firms will correspond with the FMAA regarding the RFP only through the FMAA's solicitation contact.

Any official information regarding the solicitation will be disseminated from the FMAA either from an official email account or on agency letterhead, in either case from the solicitation contact. The FMAA will not be (and will be deemed not to be) responsible for, and Firms may not rely (and will be deemed not to have relied) on, any oral or written communication or contact or any other information or exchange that occurs outside the official process specified in this RFP.

Commencing with the issuance of this RFP and continuing until either the execution of a Development Plan and/or Lease Agreement, rejection of all Proposals by the FMAA, or cancellation of the solicitation, no person will communicate regarding the solicitation described in this RFP with any FMAA staff or board members in any way with the solicitation except for communications expressly permitted by the RFP, or except as approved in writing in advance by the procurement contact, in the FMAA's sole discretion.

The foregoing restriction will not, however, preclude or restrict communications about matters unrelated to the RFP, or limit participation in public meetings or any public workshop related to the development of the Subject Property.

Any violation of the rules may, in the sole discretion of the FMAA, result in disqualification of one or more Firms or persons.

Process and Integrity Guidelines

Firms may be disqualified from the procurement without further consideration if any of the following occur:

- Any attempt to improperly influence any member of the FMAA and/or the selection staff;

- Existence of any lawsuit, unresolved contractual claim, or dispute between Firm and the FMAA and/or its related entities
- Evidence of incorrect, or incomplete, or misleading information submitted as part of the Proposal Submission;
- Evidence of Firm's inability to successfully complete the responsibilities and obligations of the Proposal Submission; and
- Firm's prior default under any agreement which resulted in termination of such agreement.

Questions and Answers Process

All questions will be written so as not to identify the Firm in the body of the question or comment. Questions and comments shall be submitted by e-mail to rfp@glacierairport.com with the subject line "Questions – General Aviation Development Opportunity" and addressed to the solicitation contact. Proposers are responsible for ensuring the receipt of their questions and comments by the FMAA using automated receipt and read message confirmations.

The FMAA will not consider any questions or comments that are unrelated to the solicitation, received orally or by telephone, submitted by a person with no clear affiliation to the Firm that such person purports to represent, or a person other than the solicitation contact.

The FMAA may, in its discretion, elect to address questions and comments within an addendum to this solicitation, that by its terms either reflects, or declines to reflect, a response to the substance of such comments.

The FMAA may also, but is not obligated to, provide written responses to questions and comments. The FMAA will endeavor to provide any written responses by the Issuance of Written Responses Date. The FMAA's responses will be in writing and will be digitally released or delivered, in the FMAA's discretion, through the OneDrive shared file or email to all Firms that have expressed interest in the solicitation. In responding to questions and comments, the FMAA may rephrase them as it deems appropriate and may consolidate similar comments. The FMAA may also create and answer questions independent of those submitted by Firms.

The FMAA is strongly committed to the principle of transparency. Firms are encouraged to consider if questions or comments contain confidential material prior to submitting them to the FMAA. All questions and comments will be publicly disclosed unless Firm specifically requests to ask a question containing confidential material under Montana Law. The FMAA reserves the right to disagree with a Firm's assessment as to whether any question or comment contains confidential material. If the FMAA disagrees with a Firm's assessment, the FMAA will inform the relevant Firm of its determination and will allow the Firm to withdraw the relevant question/comment, rephrase it, or have it answered non-confidentially (with the understanding that the FMAA cannot guarantee that the original question or comment will not still be subject to disclosure under Montana Law).

Addenda

The FMAA reserves the right to revise this RFP by issuing one or more addenda at anytime before the Proposal submittal deadline. If the FMAA issues an addendum shortly before either of the deadlines, the FMAA will consider whether an extension of the respective deadline, and of the timing of any other steps in the procurement process, are warranted.

Confidentiality and Public Disclosure

The FMAA is subject to the open records requirements of the State of Montana, and as such, all materials submitted by the Firm to the FMAA are subject to disclosure. Firms may identify specific parts of their Proposals that are considered proprietary business information, and upon concurrence by the FMAA will be held from public view. The Firm specifically waives any claims against the FMAA related to the disclosure of any materials made under a public records request.

Conflicts of Interest

Each Proposer shall disclose to the FMAA, on an ongoing basis during the solicitation, any actual or potential conflicts of interest relating to such Firm or any person on the Firm's team, and disclose all relevant facts concerning any past, present, or currently planned interests that may present a conflict of interest. Such disclosure shall be made promptly after the conflict is discovered.

For purposes of this solicitation, a "*conflict of interest*" includes any circumstance in which, because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the FMAA, or the person's objectivity in performing the work is or might be otherwise impaired, or a person has, or may reasonably be perceived by others to have, an unfair competitive advantage.

Changes in Firm Organization

No Firm will, at any time from the Proposal Deadline to the date of the announcement of awarded Firm, undertake any of the following (each an "Organizational Change"):

- 1) add, delete, or substitute a major participant, key personnel, or other persons specifically identified in its Proposal as being part of its team;
- 2) materially alter the relationships or responsibilities among the foregoing persons, or with any affiliate of a major participant, as compared to how such relationships and responsibilities are described in its Proposal; or
- 3) otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in its Proposal inaccurate or incomplete.

Consequences of Submission

The FMAA shall not be responsible in any manner for the costs associated with the preparation and/or submission of Proposals. Proposals, including all drawings, plans, photos, and narrative material shall become the property of the FMAA upon receipt. The FMAA shall have the right to copy, reproduce, publicize, or otherwise dispose of each Proposal in any way that the FMAA selects. The FMAA shall be free to use as its own, without payment of any kind of liability therefore, any idea, scheme, concept, technique, suggestion, layout, or plan received in its Proposal process.

Should the successful Firm fail to execute the Agreement within thirty (30) days of receiving the agreement for signature, the Firm shall be deemed non-responsive, and the FMAA will, redeem the proposal bond as liquidated damages, and, among other things, recommend another Firm or rejection of all Proposals.

A Plan or Agreement shall not be binding or valid with the FMAA unless and until it is approved by the FMAA Board of Directors and properly executed by the FMAA and the Firm. The FMAA reserves the right to revise or postpone any of the schedule dates contained in this RFP.

The FMAA reserves the right to waive any informalities or minor irregularities in any Proposal, accept or reject any submittals in whole or in part with or without cause, and accept the submittals that are the most advantageous to the FMAA.

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Supporting Documents

1. Airport Development Policy & Application Procedures
2. Airport Minimum Standards
3. Airport Rules and Regulations
4. Airport Master Plan
5. Airport Layout Plan
6. Mead & Hunt Part 77 Contours for Lot N7C
7. North Apron Utility Diagram
8. Approved CATEX for North Apron
9. Aircraft Hangar Ground Lease
10. FAA Hangar Use Policy
11. 44-46 Excerpt from Development Policy & Application Procedures
12. Lot N7C Survey

Disclaimer of Reliance on Project Information

The FMAA does not make (nor shall be deemed to have made) any representation, warranty, or guarantee as to the accuracy, completeness, utility, or relevance of any supporting document or third-party information referred to in the RFP, or otherwise made available by the FMAA. Firms shall not be entitled to rely, and shall be deemed not to have relied, on any such information and Firms shall be solely responsible or liable for any lack of accuracy, completeness, utility, or relevance of, or for any interpretations of or conclusions drawn from, any provided information.

Introduction

The Glacier Park International Airport (“GPIA”) is owned and operated by the Flathead Municipal Airport Authority (“FMAA”). The FMAA is a political subdivision of the State of Montana governed by a seven-member Board of Directors (“Board”) appointed by the Commissioners of Flathead County. Information about the FMAA can be found on <http://www.iflyglacier.com/>. The seven members of the Board serve as the governing body that oversees the operation of GPIA. The Airport Director is responsible for the operation of GPIA and reports directly to the Board.

GPIA is located on roughly 1,500 acres of land approximately thirty minutes from the west entrance of Glacier National Park, along Highway 2 East. It is a commercial service airport with robust GA activity and is classified by the FAA as a “small hub” (an airport that enplanes at least 0.05% but less than 0.25% of the total number of passengers boarding at all commercial service airports in the United States).

GPIA exists within unincorporated Flathead County and is surrounded by communities such as Kalispell, Whitefish, Columbia Falls, Bigfork, Lakeside, and Hungry Horse which make up the greater “Flathead Valley” area.

Flathead Valley is nestled in the northwestern Rocky Mountains near Glacier National Park and offers ample access to outdoor recreational activities such as hiking, camping, hunting, skiing, fishing, and endless water sports on the numerous rivers and freshwater lakes including Flathead Lake. Montana is often described as the “last best place” and Kalispell has recently been noted as the fastest growing micropolitan area in the United States due to explosive growth and increasing popularity for its natural beauty and rugged western culture.

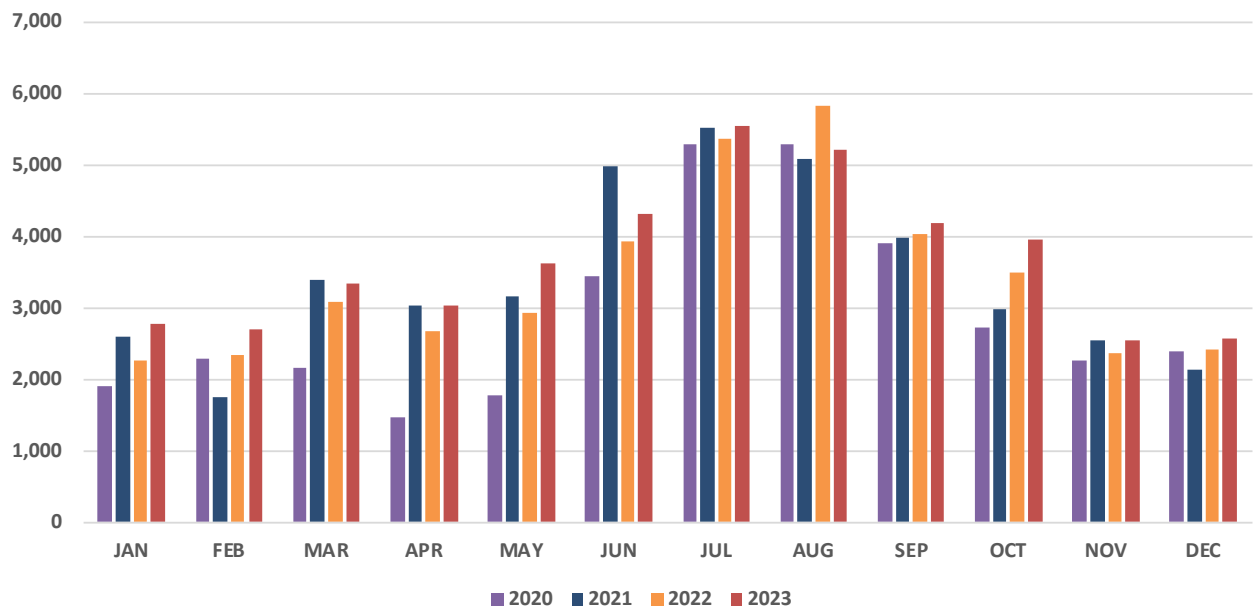
GPIA is currently underway with its \$159 million Terminal Modernization and Expansion Program. Current facilities include one 9,007 foot primary arrival/departure runway and one 3,510 foot general aviation runway; one terminal building, comprising 6 gates; two existing general aviation aprons; approximately 1,100 public parking spaces; and a small Customs and Border Patrol facility.

As for airport statistics, last year (CY2023) there were a total of 43,823 aircraft operations at GPIA and 455,827 passenger enplanements.

Airport Statistics Through CY23

Figure 1.Historic ATC Traffic Count

GLACIER PARK INTERNATIONAL AIRPORT ATC TRAFFIC COUNT													2023
AIRLINE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
AC ITINERANT	559	489	538	426	516	861	1,096	1,097	776	455	408	529	7,750
AT ITINERANT	343	282	294	250	316	413	685	812	490	364	300	389	4,938
GA ITINERANT	910	983	1,225	1,167	1,542	1,959	2,791	2,282	1,924	1,725	1,103	847	18,458
MI ITINERANT	28	34	56	60	25	35	91	27	68	19	25	11	479
CIVIL LOCAL	922	850	1,153	982	1,194	1,028	748	976	773	1,362	670	794	11,452
MILITARY LOCAL	14	72	74	138	34	28	146	18	150	34	38	0	746
TOTAL 2023	2,776	2,710	3,340	3,023	3,627	4,324	5,557	5,212	4,181	3,959	2,544	2,570	43,823
TOTAL 2022	2,278	2,352	3,080	2,667	2,944	3,921	5,376	5,830	4,045	3,487	2,370	2,416	40,766
% Change	21.9%	15.2%	8.4%	13.3%	23.2%	10.3%	3.4%	-10.6%	3.4%	13.5%	7.3%	6.4%	7.5%
TOTAL 2021	2,602	1,742	3,405	3,046	3,157	4,977	5,518	5,079	3,973	2,994	2,559	2,140	41,192
TOTAL 2020	1,915	2,304	2,177	1,461	1,773	3,444	5,290	5,280	3,906	2,734	2,260	2,401	34,945
TOTAL 2019	1,897	1,381	2,647	1,851	2,568	3,381	5,026	5,057	2,945	2,671	1,836	1,974	31,260
TOTAL 2018	1,507	1,324	1,964	1,901	2,744	3,147	4,329	3,572	3,095	2,211	1,744	2,070	29,608
TOTAL 2017	1,357	1,306	1,620	1,747	2,362	2,918	4,323	3,839	2,486	1,997	1,394	1,522	26,871
TOTAL 2016	1,272	1,725	1,545	1,883	1,973	2,879	4,034	3,734	2,613	1,448	1,403	1,495	26,004
TOTAL 2015	1,774	1,769	2,170	1,973	2,464	2,825	4,105	3,439	2,535	1,938	1,363	1,537	27,892
TOTAL 2014	1,594	1,318	1,558	1,923	2,080	2,491	4,020	5,089	3,219	2,532	1,569	1,634	29,027
TOTAL 2013	1,486	1,557	1,899	1,704	2,618	2,749	3,590	3,533	2,520	2,195	1,309	1,246	26,406
TOTAL 2012	1,529	1,395	1,532	1,671	1,685	2,276	3,353	4,516	2,335	1,723	1,495	1,509	25,802
TOTAL 2011	1,291	1,629	1,876	1,671	2,462	2,773	4,039	4,281	2,573	1,306	1,493	1,839	27,233
TOTAL 2010	1,645	1,900	2,420	2,015	2,116	3,120	3,885	4,101	3,135	2,787	1,326	1,434	29,884



Flathead Municipal Airport Authority Goals for Solicitation

Goal

The FMAA's goal is to enter into a lease with a developer that has the expertise and financial capability to develop and manage a 2.63-acre portion of airport property that will benefit the community by supporting and promoting aviation at GPIA with a visual design that represents the local community and is suitable for premier highway frontage positioning. Therefore, more favorable consideration will be given to the visual appeal of the development, the use case of the development, and its representation of the local culture. While the proposed development may be commercial such as a SASO (Specialized Aviation Service Operations as defined by the Federal Aviation Authority), the lot is not sustainable for an FBO operation. The FMAA is not looking to host an FBO at this time. Any proposed development that includes an FBO or an FBO-like facility will be considered to have not met the content requirements.

About the Property

The property consists of 2.63 acres located in an undeveloped field northeast of the airport North Apron. The site is currently unused and inside the airport perimeter fence. Utilities such as gas and data are located to the east along US Highway 2 East, electricity are located to the south within the perimeter fence. All development on airport property is served by individual well systems and the North Apron is served by a community septic system. Utilities can be referenced in the "North Apron Utility Diagram."

In 2021, the airport engaged in the NEPA (National Environmental Policy Act) process to determine the need for additional environmental review or action in the North Apron for hangar construction. The FAA determined that no further NEPA review was required and that hangar development and was categorically excluded (CATEX). The applicable CATEX form can be referenced in "North Apron CATEX". The hangar development on the Subject Property is reflected in the most current approved Airport Layout Plan ("ALP").

As the property is undeveloped, the successful Firm will be responsible for constructing public infrastructure to serve the site if desired. This may include the installation of a controlled public access gate entrance or other modifications to the airport perimeter fence.

Given the property's location relative to US Highway 2 East and other airport facilities it is considered the most valuable area of the North Apron for aeronautical operations.

All referenced documentation is available as supporting documents to this RFP. It should be noted that the specific layouts and concepts are merely representative of what is possible in these areas and are only meant to provide context to proposing Firms.

Figure 4. SUBJECT PROPERTY – Related Public Infrastructure Projects



Format and Content

The Firm Shall Include the Following Information in its Proposal.

Provide a Concept Plan of the Firm's proposed development that is in accordance with the FMAA Development Policy and Application Procedures, Airport Minimum Standards, Airport Rules and Regulations, Airport Master Plan, Airport Layout Plan, Approved CATEX for North Apron, FAA Hangar Use Policy, DEQ and any other applicable rule or regulation. Specific line items are summarized in pages 44-46 of the Development Policies and Application Procedures (See 44-46 Excerpt from Development Policy & Application Procedures.)

The Concept Plan Should Include:

Written narrative describing the proposed development to include:

- Proposed Use
- Number of structures
- Type of structures(s), approximate size(s) of unit(s), and approximate maximum height of building(s) in feet
- Anticipated Public Improvements
- Plan drawings to include:
 - Title or name of the development above the term "Concept Plan"
 - Vicinity map, scale, north arrow and date of preparation
 - Location and legal description of lot
 - Location and proposed use(s) of building areas to include ranges of dimensions and square footage
 - Location and dimensions of required building and landscaping setbacks as described within these Regulations
 - Parking area(s), verifiable based upon building square footage
 - Designation and classification of any right of way, turning or acceleration and/or deceleration lanes, areas to be vacated, access points, etc. that are required
 - Topographic map depicting existing and proposed contours
 - Utilities drawing depicting existing and proposed locations
 - Internal site circulation and designation of public and private streets
 - Proposed timetable for development plan
 - Letters from gas and electric providers.

In addition to the Concept Plan, the proposal submission should outline:

- Detailed design concepts, and architectural renderings.
- Financial proposal and Current Statement of Financial Condition of Firm (may be marked "CONFIDENTIAL"), including lease terms (20-year base term with up to two (2) 5-year extensions), rental payments, and cost estimates for public infrastructure improvements.
- Demonstrated experience in aviation facility development, including past projects, references, and expertise in adhering to FAA guidelines.
- Aesthetic approach to the hangar design and landscaping, showcasing alignment with the "Montana theme" (utilizing rustic colors, timber, and appropriate materials).

- Outline of the firm's capacity to manage ongoing operations, maintenance, and potential expansion of the hangar facility.
- Resume(s) of the Principal(s) and Key Employees of Firm to include directors and officers, if a corporation.
- A minimum of three business references.

Any confidential financial information shall be submitted in a sealed envelope and included in only one copy of the printed Proposal. The sealed envelope should be clearly labeled as follows: **“CONFIDENTIAL FINANCIAL RECORDS SUBMITTED UNDER SEAL AND EXEMPT FROM PUBLIC RECORDS DISCLOSURE TO THE EXTENT PERMITTED BY MONTANA LAW.”**

Submittals

Submittals should be printed on 8 ½ x 11” paper (folded 11 x 17” for plans and exhibits), and prepared in an order that matches the required contents outlined in the Development Policy & Application Procedures. Six (6) bound hard copies and one electronic copy on a USB thumb drive should be provided to the solicitation contact by the RFP delivery deadline.

Evaluation Criteria and Process

The procedural steps for selecting the Successful Firm are as follows:

Step One: Evaluation of Proposals

The Proposals will be evaluated by a Review Committee, appointed by the FMAA, which will develop recommendations as to which Proposals are in the best interest of the FMAA and should be considered. The Proposals will be scored by a scoring matrix on the following criteria:

1. Development scope and proposed use.
2. Demonstrated evidence of the Firm’s financial stability and its access to the capital and financial resources required for the successful development and operation of the proposed Plan.
3. Firm’s overall likelihood of success in delivering the project based on all information available.
4. Visual Appeal or Aesthetic
5. Highest and best use of a property with the goal of promoting and serving the aviation community.

	Scope (1-15)	Financial Stability (1-20)	Compatibility (1-20)	Aesthetic (1-10)	Best Use (1-25)	Interview (1-10)	Total
Firm A							
Firm B							

Example: The “Interview” portion will only be filled out after the Interviews and Ranking Step if the Firm is selected.

The Review Committee, in its sole discretion, will subjectively evaluate each Firm and the information submitted in the Proposals in support of each evaluative factor. The Proposals will be evaluated on their own merits, and then comparatively against the other Firms, so that the Review Committee can select Firms that have submitted Proposals that are most advantageous to the FMAA, based on the factors set forth in this RFP.

Step Two: Shortlisting

After the evaluation of proposals, a shortlist of three firms of the most promising firms will be created based on the recommendations of the Review Committee. These shortlisted firms will proceed to the next step of the selection process.

Step Three: Interviews and Ranking

The shortlisted firms will be invited to participate in an interview process. The purpose of the interviews is to provide an opportunity for the FMAA to interact with the firms, ask specific questions, seek clarifications, and evaluate the firms' capabilities, expertise, and understanding of the project requirements. The interviews will further inform the selection decision. After the interviews are completed, the airport will internally score and rank the firms using the "Interview" section of the above matrix.

Step Four: Invitation to Submit Development Plan

Upon the conclusion of review, the successful Firm(s) will be ranked; and the first ranking Firm(s) will be recommended to the Board for approval to develop a development plan of the Firm's proposed Development. Once approved by the Board, an Invitation will be granted to the Successful Firm and the decision will be made known to all Firms that have participated in the solicitation process. The Successful Firm will have thirty (30) days to begin work on the development plan.

The FMAA reserves the right to modify the process, timeline, or any other aspect of the selection process at its discretion.

Post Award: Development Plan Submission

After the receipt of the Invitation, the selected firm(s) will work closely with the FMAA to bring forth a more detailed development plan that aligns with the Development Policy & Application Procedures and all other materials referenced in this RFP. The firm will collaborate with the FMAA to ensure that the development plan meets all requirements and addresses the objectives outlined in the RFP.

Once the FMAA deems that the development plan is complete, the firm will submit the finished development plan to the FMAA Board of Directors for their review and approval. The Board will carefully evaluate the plan to ensure its alignment with the goals of the project and the best interests of the FMAA and the community.

Upon approval by the Board, the firm may proceed with the preconstruction process, which may include obtaining necessary permits, finalizing detailed designs, securing financing, and initiating any required preparatory work.

The FMAA will provide necessary guidance, support, and cooperation throughout the preconstruction process to ensure a smooth transition from planning to execution. See the Development Policy & Application Procedures for more details on the Development Plan

Additional Rights and Provisions

Waiver

By requesting and participating in any debriefing session, a Firm and its participants will be deemed to have waived any right to use any information provided by the FMAA in good faith during such a debriefing against the FMAA or its representatives in any way whatsoever, including in any legal action.

The FMAA's Reserved Rights

In connection with the solicitation described in this RFP, the FMAA reserves to itself any and all of the rights set out in this and any other rights available to it under applicable law (any of which rights will be exercisable by the FMAA in its sole discretion, with or without cause and with or without notice). The rights referred to in the preceding sentence include the right to:

- 1) Modify the solicitation process described in this RFP to address:
 - a) applicable law; or
 - b) the best interest of the FMAA
- 2) In reviewing and/or evaluating Proposals:
 - a) Terminate evaluation of Proposals received at any time;
 - b) Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a Proposal, accept and review a Proposal that it could otherwise have determined to have failed to satisfy any of the Pass/Fail Criteria, or permit clarifications or additional information to be submitted with respect to a Proposal;
 - c) Make independent calculations with respect to numbers and calculations submitted in a Proposal for purposes of its evaluation; and/or
 - d) Seek or obtain data from any source that has the potential to improve the FMAA's understanding and evaluation of a Proposal.
- 3) Take such steps as appear to be appropriate to it under the circumstances, including:
 - a) Modifying any element of this RFP;
 - b) Seeking additional or updated Proposals;
 - c) Seeking information or clarifications from other Firms; or
 - d) Suspend or terminate this procurement at any time.
- 4) In otherwise conducting the procurement process under this RFP:
 - a) Modify any and all dates set in this RFP;
 - b) Add or delete Firm responsibilities from the information contained in this RFP;
 - c) Reject any and all submittals, responses, Proposals received at any time;
 - d) Not select any Firm;
 - e) Disqualify any Firm from the procurement process that changes its submittal after the Proposal deadline without approval or that violates any rule or requirement of the solicitation specified in (A) this RFP, (B) any other communication from the FMAA, or (C) applicable law.
- 5) Procure and develop the Subject Property, including any portion thereof, in any manner that it deems necessary, including the right to:

- a) Modify the scope, structure, schedule, and/or specific terms of, or cancel, this RFP in whole or in part at any time prior to the execution by the FMAA of the Agreement, without incurring any cost obligations or liabilities;
- b) Modify the scope of the RFP during the solicitation process;
- c) Issue addenda, supplements, and modifications to this RFP;
- d) Issue a new request for qualifications or request for Proposals after cancellation of this RFP;
- e) Elect not to commence or continue development process with the successful Firm, and/or suspend or terminate the process at any time; and/or
- f) Develop some or all of the Subject Property itself or through another entity.

No Commitment or Liability

This RFP does not commit or bind the FMAA to enter into a contract or proceed in this solicitation. The FMAA does not assume any obligations, responsibilities and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP and all such costs will be borne solely by the Firm.

FORM 1: Firm’s Representations and Warranties; Acknowledgements and Agreements

Firm’s Name: _____

Firm’s Address: _____

Date: _____

Re: Submission of Proposal in connection with the Request for Proposal for The Development of Property for General Aviation Facilities at Glacier Park International Airport The undersigned (“Firm”) submits this Proposal Response (this “Proposal”) in response to the Request for Proposal, dated January 31st, 2024, (the “RFP”) issued by the Flathead Municipal Airport authority (“FMAA”).

- 1) Firm represents and warrants to the FMAA that it has read the RFP and agrees to abide by the contents and terms of the RFP and the statements and commitments in Firm’s Proposal. Furthermore, Firm agrees that the FMAA will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the RFP.
- 2) Proposer acknowledges access to all materials provided to it by the FMAA with respect to the RFP.
- 3) Firm understands and agrees that all costs and expenses incurred by it in preparing this Proposal and participating in this selection process will be borne solely by Firm.
- 4) Firm understands that the FMAA is not bound to any Firm and may reject each Proposal that the FMAA may receive.
- 5) Firm agrees and acknowledges that, under the terms of the RFP, the FMAA has reserved to a number of rights related to the selection process under the “Reserved Rights and Conditions” section of this solicitation.
- 6) Firm acknowledges and agrees that, during the solicitation period, no attempt may be made to communicate with any member of the FMAA Board of Directors or its staff other than the solicitation contact, outside of the interviews and presentations described in the RFP.
- 7) Proposer acknowledges that all conflicts of interest must be disclosed of in accordance with the provisions contained in the RFP.

I hereby:

- (a) Certify on behalf of the Firm that the representations, certifications, statements, disclosures, authorizations, and commitments made, and information contained, in the Proposal in respect of the Firm have been authorized by such entity, and is or are correct, complete, and not materially misleading; and

(b) Swear and affirm that I am authorized to act on behalf of Firm in signing and delivering this letter and acknowledge that the FMAA is relying on my representation to this effect.

Firm: _____

By: _____

Printed Name: _____

Title: _____

