

Request for Information for Fixed Based Operator (FBO) Services

ISSUANCE DATE: March 29, 2024

ISSUED BY: Montgomery Airport Authority

4445 Selma Highway, Montgomery, AL 36066

RFI POINT OF CONTACT: Wade Davis, C.M.

Executive Director

Address: Montgomery Airport Authority

Attn: Wade A. Davis, CM Executive Director 4445 Selma Highway Montgomery, AL 36108

E-mail: FBORFI@flymgm.com

LETTER OF INTEREST DEADLINE: May 14, 2024; no later than noon CST

Submit by e-mail to: FBORFI@flymgm.com



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PART I: PURPOSE OF REQUEST

1. Introduction

The Montgomery Airport Authority ("MAA" or the "Authority") through this Request for Information ("RFI") seeks to gather information from qualified firms ("Respondents") with an interest in providing Fixed Based Operator ("FBO") services at Montgomery Regional Airport ("MGM" or the "Airport") effective January 1, 2025.

As set forth in more detail in this RFI, the existing FBO's lease at the Airport is expiring, and the Authority intends to take possession of certain FBO assets and facilities. The Authority seeks information regarding transition of operations from the existing FBO to ensure continuity of services, and potential structures for operation of the FBO following expiration of the existing lease. Respondents are encouraged to provide feedback with respect to:

- FBO services under a management contract, facilities lease agreement, and/or other alternatives to a ground lease;
- Services related to the transition of operations from the existing FBO to the Authority;
- Potential construction of a new fuel facility, including possible locations;
- Revenue sharing options;
- Joint development opportunities, including capital improvements;
- Terms and conditions under any potential management agreement or lease agreement;
- Scope of services for the FBO with reference to the current Minimum Standards (the "MGM Minimum Standards" appended hereto as Attachment 3); and
- Any innovative and/or alternative solutions, programs, plans, and offerings at the Airport that the Authority should consider.

The information gathered through this RFI will inform the development of a potential RFP to be released in or around spring of 2024. Interested, qualified firms should provide written notice of their interest in providing FBO services at the Airport (the "Letter of Interest" or "LOI") in response to this RFI.

Respondents should note that this RFI does not commit or bind the Authority to enter into any contract or to proceed with the procurement contemplated in this RFI, or to any other definite course of action. MAA 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 RFI or any subsequent Request for Proposals ("RFP") and all such costs will be borne solely by each such party.



2. Timeline and Key Dates

MAA anticipates the timeline for the RFI to proceed in accordance with the following indicative schedule (the "RFI Schedule"). This RFI Schedule is subject to modification at the discretion of MAA.

Action Item	Date/Time	
RFI Schedule		
FBO Services RFI Issuance	March 29, 2024	
Deadline to Submit Letter of Interest to MAA ("LOI Submission Deadline")	May 14, 2024	
Issuance of Potential FBO services RFP, in MAA's discretion	May 24, 2024	
Site visit and Pre-proposal conference, in MAA's discretion	TBA Spring 2024	

3. Definitions and Abbreviations

Except as otherwise specified herein or as the context may otherwise require, the terms and abbreviations used herein have the respective meanings set out in Attachment 1 to this RFI.

PART II: BACKGROUND INFORMATION

4. Airport Overview

Montgomery Regional Airport is a joint-use (civil-military) airport, owned and operated by the Authority. The Airport is located in Montgomery County (population: 229,000) and is approximately seven (7) miles southwest of the city of Montgomery (population: [201,000), the capital of Alabama (the "State"). The Airport is located on Selma Highway off I-65.

MGM is categorized as a non-hub primary commercial service facility. As of FY23, approximately 169,000 revenue passengers embarked on aircraft at the Airport. The Airport is also home to a diverse fleet of registered aircraft, with approximately 110 aircraft housed in hangars or stationed at the Airport. Additionally, the Airport supported approximately 32,000 general aviation aircraft operations during FY23. Airside facilities include airport beacon, airport lighted schedule, beacon lighted schedule, wind indicator, segmented circle, and control tower. Runway 3-21 and Runway 10-28 are both rated using the CBR test. The runways are equipped with various navigational aids, with Runway 10-28 providing access to 2 instrument approaches. The Airport also maintains UNICOM to provide pilots with up-to-date weather information.



MGM is currently served by following airlines and their partners: American Airlines and Delta. Destinations include Washington DC (DCA), Charlotte, NC (CLT), Dallas Fort-Worth (DFW), and Atlanta (ATL). MGM is establishing a less-than-daily rate to attract Low-Cost and Ultra-Low-Cost Carriers. MGM continues rapid growth through its marketing efforts. As a baseline reference, a copy of the FAA's "no growth" Terminal Area Forecast is also attached. Current FY enplanements are estimated to be 192,000.

For more information on Montgomery Regional Airport, please see the Airport Layout Plan and the Airport Master Plan, appended hereto as Attachment 2-A and Attachment 2-B, respectively.

5. Leased Premises under Legacy FBO Lease

Montgomery Aviation Corporation (the "Incumbent FBO") is currently the sole FBO operating at the Airport. The Incumbent FBO operates under a lease agreement (the "Legacy FBO Lease") with the Authority that commenced in July 2022, but the Incumbent FBO has been operating on the Airport for many years. The Incumbent FBO leases or owns all of the land, buildings, structures, facilities, fixtures, and improvements located on the part of the Airport located with the area described in Attachment 4-A (West Ramp Tract Description) (the "West Ramp") and all of the land, buildings, structures, facilities, fixtures, and improvements located on the part of the Airport located with the area described in Attachment 4-B (East Ramp Tract Description) (the "East Ramp" and collectively with the West Ramp, the "Leased Premises"). The Legacy FBO Lease expires on June 30, 2025 at 11:59 p.m. (Central Standard Time) with respect to the East Ramp and on June 30, 2027 at 11:59 p.m. (Central Standard Time) with respect to the West Ramp. Upon expiration, all improvements and facilities located on the East Ramp and West Ramp, as applicable, will become property of the Authority.

6. Fuel Farm and Tanks

Fuel flowage at MGM has varied over the past several years. The Incumbent FBO owns and operates the Airport fuel farm and provides into-plane fuel service. The portable, above-ground fuel facility located on the East Ramp is not a fixture and is expected to be removed by the Incumbent FBO prior to June 30, 2025. Accordingly, the Authority anticipates that a new fuel farm will need to be constructed and operational beginning no later than June 30, 2025.

Respondents should note that it is anticipated that the location of the new fuel farm may be adjusted in both size and location on the Airport. The following tables illustrate MGM's historical fuel information.



6.1. Fuel Information

The existing fuel farm at MGM is comprised of two fuel tanks owned by the Legacy FBO. The following table illustrates MGM fuel volumes:

		Fuel Flowage in Gallons			
		Calendar	Average	Calendar	Average
		2023	Per Month	2022	Per Month
JET					
	Retail	123,676	10,306	151,036	12,586
	Military	174,988	14,582	285,064	23,755
	Contract	431,705	35,975	368,758	30,730
	Airlines	1,574,990	131,249	1,578,965	131,580
		2,305,359	192,113	2,383,823	198,652
AVGAS					
	100LL	87,951	7,329	88,038	7,337
		2,393,310	199,443	2,471,861	205,988

The Authority anticipates that a new fuel farm will need to be constructed and operational beginning no later than June 30, 2025.

7. Subleases and Underlying Contracts Related to Current FBO Operations

All subleases between the Incumbent FBO and its tenants will be assigned and transferred to the Authority upon expiration of the Legacy FBO Lease.

PART II: SCOPE OF FBO SERVICES

8. Services and Facilities under the Current MGM Minimum Standards

- a. In accordance with the current MGM Minimum Standards, FBOs must provide the following services:
 - i. fuel, parking, hangar, and tie-down for small aircraft;
 - ii. maintenance, repair, and servicing of general aviation aircraft, aircraft engines and parts;



- iii. no less than twelve (12) hours of line service per day, seven (7) days per week, including all holidays.
- iv. service equipment necessary to properly provide support for aircraft including, but not limited to: fire extinguishers, aircraft tugs, ground power starter, auxiliary power units, and oxygen servicing equipment;
- v. courtesy passenger transportation services between the FBO facilities and airline passenger terminal; and
- vi. emergency service to disabled aircraft on the Airport including towing or transporting disabled aircraft to the FBO premises at the request of the Authority or pilot of the disabled aircraft; provided that, movement of any disabled aircraft shall be at the expense of the aircraft owner and the Authority bears no liability for the movement of such aircraft.
- b. In accordance with the current MGM Minimum Standards, FBOs must provide the following facilities:
 - i. **Terminal:** a building or buildings which will provide a minimum of 5,000 square feet of properly lighted and heated space to perform work, a public waiting area, pilot's lounge separate from public waiting areas, including a flight planning area that has all items necessary for complete flight planning and sanitary restroom facilities.
 - ii. **Hangar:** a minimum of 5,000 square feet of properly lighted and heated space to perform work, Aircraft storage, parts storage, office space and sanitary rest rooms.
 - iii. **Apron and Tiedown:** an area of not less than 50,000 square feet or an area sufficient to maneuver and tie down 20 small aircraft, whichever is greater.
 - iv. **Parking:** a paved area sufficient to park and maneuver as specified by Applicable Law for employee and customer parking.
 - v. **Fuel Storage**: a total combined storage capacity for all grades of Fuel stored on the Airport of 100,000 gallons, including Fuel contained in mobile units.

9. Services under the Legacy FBO Lease

- a. Under the Legacy FBO Lease, the Incumbent FBO must provide:
 - i. Hangar storage for general aviation aircraft and tie down services on aprons as may be reasonably designated by the Authority within the Leased Premises;
 - ii. Adequate ramp service for general aviation aircraft users with qualified personnel available on the ramp 24 hours a day, seven (7) days a week, including equipment and personnel capable of removing disabled aircrafts from runways and taxiways;



provided that, the term "adequate service" as applied to nighttime or non-regular hours allows provision of services with less than the full regular staff of personnel as may be commensurate with the average needs of general aviation at such times;

- iii. Sale of aviation gasoline, fuel, oils, and lubricants of kinds customarily sold to general aviation aircraft users;
- iv. Maintenance, repair, and servicing of general aviation aircraft, aircraft engines and parts normally provided by FBOs at the type and size of installation;
- v. Maintenance of adequate inventory of the necessary aircraft parts and accessories to maintain, repair, and service general aviation aircraft normally provided by FBOs at the type and size of installation; and
- vi. Aircraft crew lounge, telephone, and rest room facilities;
- b. In addition, the Incumbent FBO may, at its option, provide other services and sell other products under the Legacy FBO Lease, including the following:
 - i. Sale of new and used aircraft;
 - ii. Aircraft rental business;
 - iii. Operation of FAA-approved flight school;
 - iv. Operation of nonscheduled and charter transportation of passengers;
 - v. Operating of air taxi and sight-seeing services;
 - vi. Operation of aerial survey, photography, mapping services, and crop dusting;
 - vii. Operation of aviation radio and communication facilities and repair and installation of the same;
 - viii. Flight operation, including demonstrations of aircraft for sale, and flight training (primary and advanced);
 - ix. Sale of non-alcoholic beverages, snacks, sandwiches, and other edible items whether directly or by the use of vending machines;
 - x. The fueling, lubrication, and other servicing of all transient aircraft, including but not limited to, military aircraft (both fixed and rotary wing), commercial airlines (scheduled or nonscheduled), and air cargo air carriers;
 - xi. The right to load and unload passengers and cargo and to transport passengers to and from transient aircraft to and from the terminal and other areas of the Airport;
 - xii. The right to repair ground service equipment, excluding automobiles;



- xiii. Towing of disabled aircraft;
- xiv. Provision of parking areas for automobiles, refuelers, and ground equipment for Incumbent FBO employees, invitees and licensees within the Leased Premises;
- xv. Financing and insuring aircraft;
- xvi. Loading and unloading aircraft in any lawful activity;
- xvii. Such other services and sale and rental of such other items as agreed to by the Authority; provided that all automobile rentals from the Leased Premises are billed through the counter facilities located within the Airport.
- c. The Legacy FBO Lease contemplates the following maintenance obligations:
 - i. improvements that keep the Leased Premises in efficient operating condition;
 - ii. upkeep of the Leased Premises in good, sanitary, and neat order and condition;
 - iii. restoration of the Leased Premises to its original design, condition, and construction; and
 - iv. protection of the Leased Premises though routine maintenance and/or incidental repairs.

PART III: SUBMISSION OF LETTER OF INTEREST

10. General Submission Requirements

10.1. RFI Point of Contact and Requests for Clarification

a. Any communications with respect to this RFI should be directed in writing to following individual designated for such communications (the "RFI Point of Contact"):

Wade Davis, C.M., Executive Director

Address: Montgomery Airport Authority

Attn: Wade Davis Executive Director 4445 Selma Highway Montgomery, AL 36108

E-mail: FBORFI@flymgm.com

b. Any communications or contact with any MAA personnel, Montgomery City personnel or any Board personnel on any matter having to do in any aspect with this RFI shall be made only through and in coordination with the RFI Point of Contact and must be made in writing. Any violation of this requirement by a Respondent may result in the



- disqualification of such Respondent from participation in the procurement contemplated in this RFI. This requirement will be strictly enforced.
- c. Respondents should assume that the Authority will only review and consider a Letter of Interest that is submitted by the LOI Submission Deadline in the RFI Schedule.
- d. Respondents may address requests for clarification (i.e. reasonable logistical questions) to the RFI Point of Contact; the response to which requests for clarifications may be necessary to facilitate timely and compliant delivery of a Letter of Interest.
- e. All other questions related to the RFI and any potential RFP must be included in the relevant section of the Letter of Interest. The Authority may also, but is not obligated to, provide written responses to such questions. The Authority will endeavor to provide any written responses within a reasonable period following receipt. In responding to such questions, MAA may rephrase them as it deems appropriate and may consolidate similar questions. MAA may also create and answer questions independent of those submitted by Respondents.

10.2. Respondent's Official Representative

All communications by MAA will be made to each Respondent's "Official Representative" as identified in the Letter of Interest submitted in response to this RFI.

10.3. Form and Submission of Letter of Interest

- a. As soon as reasonably practicable following issuance of this RFI, Respondents that are interested in participating in the procurement contemplated herein shall notify the RFI Point of Contact by email, with the subject line "FBO Services RFI: [Respondent Name] Letter of Interest" and attach their Letter of Interest in Microsoft® Word format in the form of Attachment 5 appended hereto.
- b. Respondents are responsible for ensuring the receipt of their Letter of Interest by the RFI Point of Contact through the use of automated receipt and read message confirmations.
- c. The Authority will not consider any notice of interest that is (x) a telephone or oral submission, (y) submitted by a Person with no clear affiliation to the Respondent that such Person purports to represent; or (z) submitted to a Person other than the RFI Point of Contact as specified herein.
- d. It is the sole responsibility of the Respondent to ensure that the Letter of Interest arrives on time and bears the signature of a Person duly authorized to sign.



PART IV: ATTACHMENTS

Attachment 1: Definitions and Abbreviations

Attachment 2-A: Airport Master Plan

Attachment 2-B: Airport Terminal Area Forecast (TAF)

Attachment 3: MGM Minimum Standards

Attachment 4: East and West Ramp Tract Description

Attachment 5: Form of Letter of Interest



ATTACHMENT 1 – DEFINITIONS AND ABBREVIATIONS

Except as otherwise specified herein, or as the context may otherwise require, the capitalized terms and acronyms used in this Agreement have the respective meanings set out in this Attachment 1:

"Airport" or "MGM" means the Montgomery Regional Airport.

"Applicable Law" means any:

- (a) statute, law (including common law), code, regulation, ordinance or rule;
- (b) binding judgment, judicial or administrative order or decree;
- (c) written directive, guideline, policy requirement, methodology, or other governmental restriction or requirement (including those resulting from an initiative or referendum process, but excluding those by MAA within the scope of its administration of this RFI); and
- (d) similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any governmental authority, in each case that is applicable to or has an impact on the matters contemplated in this RFI.

"Authority" or "MAA" means the Montgomery Airport Authority.

"Day" or "day" means a calendar day, unless otherwise specified.

"East Ramp" means the land, buildings, structures, facilities, fixtures, and

improvements located on the part of the Airport located with

the area described in Attachment 4-B.

"FAA" means the Federal Aviation Administration.

"FBO" means Fixed Based Operator.



"Incumbent FBO" means the incumbent FBO servicing MGM, Montgomery

Aviation Corporation.

"Leased Premises" means, collectively, the East Ramp and the West Ramp.

"Legacy FBO Lease" has the meaning given to it in Section 6.

"Letter of Interest" or "LOI" means the form appended as Attachment 5 to this RFI.

"LOI Submission Deadline" means the date identified as such in the RFI Schedule.

"MGM Minimum Standards" means the Minimum Standards appended as Attachment 3 to

this RFI.

"Official Representative" means the contact for Respondent with respect to this RFI as

set out in the Letter of Interest.

"Person" means any of a natural person, a corporation, a limited

liability company, a trust, a partnership, a limited liability partnership, a joint stock company, a consortium, a joint venture, an unincorporated association or any other entity recognized as having legal personality under the laws of the

State, in each case as the context may require.

"Respondent" means an entity who submits a Letter of Interest in response

to this RFI.

"RFI" means Request for Information.

"RFI Point of Contact" means the individual identified in Section 11.1.a.

"RFI Schedule" has the meaning given to it in Section 2.



"State" means Request for Proposals.
"State" means the State of Alabama.
"West Ramp" means the land, buildings, structures, facilities, fixtures, and improvements located on the part of the Airport located with

the area described in Attachment 4-A.



ATTACHMENT 2-A - AIRPORT MASTER PLAN

[See attached Airport Layout Plan.]

https://flymgm.com/airport-operations/



ATTACHMENT 2-B – AIRPORT TERMINAL AREA FORECAST (TAF)

[See attached Airport Terminal Area Forecast]







ATTACHMENT 3 – MINIMUM STANDARDS

[See attached MGM Minimum Standards Approved March 2024.]





ATTACHMENT 4-A – EAST AND WEST RAMP TRACT DESCRIPTIONS

[See attached EAST and WEST Ramp Tract Descriptions.]





ATTACHMENT 5 – FORM OF LETTER OF INTEREST

Instructions

- (1) An authorized representative of the Respondent shall sign this Letter of Interest.
- (2) Any attachments to this Letter of Interest must be clearly noted in the "Response" column in the table below (i.e. Respondent should state, "Please see attached document, entitled [].")
- (3) Any narrative descriptions should be included in the "Response" column in the table below.
- (4) Respondents should delete this instructions box and additional instruction notes prior to submitting this form of Letter of Interest.

LETTER OR INTEREST

Date: [insert date]

VIA EMAIL

Montgomery Airport Authority Attn: Wade Davis, Executive Director 4445 Selma Highway Montgomery, AL 36108

Re: Submission of LOI in connection with FBO Services at Montgomery Regional Airport

The undersigned (the "Respondent") submits this Letter of Interest in response to the Request for Information for FBO Services dated March [], 2024, issued by the Montgomery Airport Authority. Capitalized terms not otherwise defined in this letter have the meanings given to them in the RFI.

No.	Required Information	Response			
I. Inf	I. Information Regarding Respondent				
(1)	Name of Respondent firm:				
(2)	Type of entity:	[e.g. corporation, limited liability corporation, joint venture, partnership]			
(3)	Location of firm headquarters:				
(4)	Location of office performing the anticipated FBO services:				
(5)	Name of Official				



	Representative:	
(6)	Phone number of Official	
	Representative:	
(7)	Email of Official	
	Representative:	
II. Sc	ope of Services	
(8)	Approach to FBO	[Provide a detailed narrative description of the Respondent's
	Operations:	approach to delivering the services described in Part II of the
		RFI, including any alternate or additional services that will
		be provided.]
(9)	Financial Plan:	[Provide a detailed narrative description of the Respondent's
		financial plan, including anticipated cost and fee structure.]
(10)	Joint Development and	[Provide a detailed narrative description of any
	Capital Improvements:	opportunities for joint development or capital improvements
		to the Leased Premises. Respondents are encouraged, but
		not required, to include a separate attachment illustrating
		any proposed layout.]
(11)	Fuel Farm:	[Provide a narrative description of potential considerations
		for construction of a new fuel farm, including location,
		possible funding mechanisms (including any joint
		development opportunities with the Authority), and
		transition of operations from the Legacy FBO Lease.]
	erms and Conditions for FBO S	
(12)	Term Sheet/Sample	[As a separate attachment, please provide a term sheet
	Agreements:	and/or sample agreements that includes terms and
		conditions that Respondent would expect to be included in
		an agreement with the Authority.]
_		mments for MAA Consideration
(13)	Questions/Comments	[Please list any questions or comments Respondent believes
		the Authority should review in considering a potential RFP
		and/or agreement for the FBO Services.]

I, the undersigned, hereby swear and affirm that I am authorized to act on behalf of Respondent in signing and delivering this letter and acknowledge that MAA is relying on my representation to this effect.

Respondent:	[insert name]	
By:		
Name:	[insert name]	
Title:	[insert title]	
Date:	[insert date]	