# Missoula County Airport Authority Regular Board Meeting

DATE:Tuesday, August 29, 2023TIME:1:30 p.m.PLACE:Johnson Bell Board Room – Airport Terminal

PLEASE NOTE: This meeting will be in a hybrid format.

Members of the public can call in and connect digitally to the meeting using the information below and will have the opportunity to comment prior to any vote of the Board as well as on any item not before the Board at the beginning of the meeting.

Members of the public can submit comments by email to: <u>lfagan@flymissoula.com</u>.

Documents will be available on the airport's website, <u>www.flymissoula.com</u>, by 9 a.m. on the meeting date. Members of the public can view the meeting and documents by joining the meeting from their computer, tablet or smartphone at:

# Microsoft Teams meeting

Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 266 456 298 882 Passcode: JtfCxe Download Teams | Join on the web Or call in (audio only) +1 332-249-0710,,857565796# United States, New York City Phone Conference ID: 857 565 796# Find a local number | Reset PIN Learn More | Meeting options

- Chair to call the meeting to order.
  - Advise the Public the meeting is being recorded. Seating of Alternate Commissioner if needed. Approval of the Agenda.
- Public Comment.
- Review and approve the minutes of the Regular Board meeting dated July 25, 2023. Pg 3
- Approval of Claims for Payment Will Parnell Pg 9
- Financial Report Will Parnell Pg 11
- Director's Report Brian Ellestad Pg 22
- Legal Report Lynn Fagan
- Committee Updates Business Development Committee: No Activity
  - Contract and Lease Committee: No Activity
  - Executive Committee: Met August 29, 2023
  - Facility and Operations Committee: Met July 25, 2023
  - Finance Committee: No Activity
  - General Aviation Committee: No Activity

Legislative Committee: No Activity Marketing Committee: No Activity

Presentation by MossAdams on Fiscal Year 2023 Audit process and procedures

Unfinished Business

- Contract with AirBadge Lynn Fagan Pg 42
- Martel Contract Amendment No. 25.1 Adding electrical to MSO Parking Expansion and Service Access Road Modifications Pg 97

New Business

- Award of Bid/Service Contract to Miller Roofing, Inc. for Forest Service Hangar Roof Overlay – Lynn Fagan/Thad Williams Pg 99
- MCAA Resolution No. 24-01 Trespass on Airport Justin Shaffer Pg 110
- Award of Accounts Payable, Accounts Receivable, and Credit Card Expense digitization and automation to Bill.com – Will Parnell Pg 113
- Upgrade to Security Server Tim Damrow Pg 122

Information/Discussion Item(s)

September Board Meeting – Tuesday, September 26, 2023, 1:30 p.m.

## MISSOULA COUNTY AIRPORT AUTHORITY Regular Board Meeting July 25, 2023 1:30 pm, Johnson Bell Conference Room

THOSE PRESENT	
BOARD:	Chair Larry Anderson
	Vice Chair Winton Kemmis
	Secretary/Treasurer Deb Poteet
	Commissioner Adriane Beck
	Commissioner Shane Stack
	Commissioner Matt Doucette
	Commissioner Jeff Roth
	Alternate Commissioner Pat Boyle
	Alternate Commissioner David Bell
STAFF:	Director Brian Ellestad
	Deputy Director Tim Damrow (Call In)
	Director of Finance and Administration Will Parnell
	Administrative Manager Lynn Fagan
	Business Development Manager Dan Neuman
	Airfield Manager Nate Cole
	Public Safety Chief Justin Shaffer
	Compliance Officer Jesse Johnson
	IT Specialist Dylan O'Leary
	Accounting Clerk Brianna Brewer
OTHERS:	Gary Matson, Runway 25 Hangars
	Shaun Shea, Morrison-Maierle
	Scott Bell, Morrison-Maierle
	Martin Kidston, Missoula Current (Call In)
	Cole Jensen, Martel Construction

Chair Larry Anderson called the meeting to order and advised everyone that the meeting was being recorded.

Administrative Manager Lynn Fagan performed a roll call of Board members, staff members, and members of the public.

Chair Larry Anderson noted that an Alternate Commissioner was not needed.

### AGENDA

Motion: Vice Chair Winton Kemmis moved to approve the agenda as presented.

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

## PUBLIC COMMENT PERIOD

Chair Larry Anderson asked if there was any public comment on items not on the Board's agenda. There was none.

# **MINUTES**

Chair Larry Anderson asked if anyone had questions, edits, or public comments regarding the minutes for the Regular Board Meeting dated June 27, 2023. There were none.

Motion: Commissioner Jeff Roth moved to approve the minutes of Regular Board Meeting dated June 27, 2023.

Second: Commissioner Matthew Doucette

Vote: Motion Passed Unanimously

### **CLAIMS FOR PAYMENT**

Director of Finance and Administration Will Parnell noted that the Airport incurred project costs in May in the amount of \$1,200,000 and these have been submitted for federal reimbursement. He also explained that budgeted goods and services which are billed at the beginning of the fiscal year are amortized over the year. Will also noted that the first of three installment payments of approximately \$52,000 for the Amadeus airline system is on the Claims list.

Chair Larry Anderson asked if there were any Board questions or public comments regarding the Claims for Payment. There were none.

Motion: Secretary Treasurer Deb Poteet moved to approve the Claims for Payment

Second: Vice Chair Winton Kemmis

Vote: Motion Passed Unanimously

### FINANCIAL REPORT

Director of Finance and Administration Will Parnell reported that for fiscal year 2023 Accounts Receivable, the average duration is 29 days, as compared to 34 days in fiscal year 2022. Will also noted that he has started to record year-end entries on the Balance Sheet. Specifically, the accruals related to compensated absences (increase in liability of \$28,970.21 over prior year), the defined benefit plan or PERS (increase in liability of \$874,167.34 over PY), wages and ER benefits (\$71.4K in wages and ER benefits accrued in FY23, but paid in FY24) and lease assets and lease liabilities or GASB 87 (net impact similar to PY as there was no new leases subject to the provisions of GASB 87 and no material changes to existing leases).

Will also noted that revenues and expenses for FY23 are currently 118% and 109% of the annual operating budget, respectively, and that cash flow is positive.

As of June 30, 2023, long-term debt is \$21,341,774. No drawdowns on the note occurred in June.

Chair Larry Anderson asked if there were any Board questions or public comments regarding the Financial Report.

Motion: Vice Chair Winton Kemmis moved to approve the Financial Report as presented.

Second: Secretary/Treasurer Deb Poteet

Vote: Motion Passed Unanimously

## DIRECTOR'S REPORT

Airport Director Brian Ellestad reported that staff had issued two Press Releases that day regarding record passenger numbers in June and Teri Norcross', Finance Manager, award for Small Hub Airport Finance Manager of the Year.

Brian noted that he and Tim were busy preparing for the October air service conference here in Missoula. He also congratulated Nate Cole, Airfield Manager, and Justin Shaffer, Chief of Public Safety, for the completion of the airfield pavement project which took place at night over several weeks.

Deputy Director Tim Damrow gave a construction update. Tim stated that the basement in Phase 2 of the terminal project is complete, and steel will be showing up in August. The deice ramp expansion is progressing and the laydown year is still a little behind schedule.

## LEGAL REPORT

Administrative Manager Lynn Fagan reported that procurement issues are keeping her busy. The Board awarded the badging RFP last month to AirBadge. The contract is not on the agenda this month as staff are still negotiating terms with AirBadge. There are two Invitations to Bid out now. One is for an overlay of the Forest Service roof and the other is for snow removal equipment. Both are expected to be awarded at the August meeting.

Lynn also noted that Nikki Munro was hired as a Human Resources Generalist and would be starting in early August. The implementation for new HR and payroll software is progressing and is on track to go live in early October.

Lynn also explained to the Board that representatives from Moss Adams, the firm hired to audit the airport's fiscal year 2023 financial statements, will be making a presentation at the August meeting.

Chair Larry Anderson asked if there were any Board questions or public comments regarding the Legal Report. There were none.

### COMMITTEE UPDATES

Executive Committee: Met July 25, 2023, to review the Board agenda. Finance Committee: No Activity Business Development: No Activity Contract & Lease Committee: No Activity Facility & Operations Committee: Met July 25 for a Master Plan update. Marketing Committee: No Activity General Aviation Committee: No Activity Legislative Committee: No Activity

# UNFINISHED BUSINESS

## Contract with Integrated Security Solutions for Access Control

Administrative Manager Lynn Fagan explained that last month the Board approved the award of the Access Control RFP to Integrated Security Solutions (ISS). This item is to approve the contract for those services. ISS will be servicing more than 150 doors and gates and around 300 networked cameras around the airport. The contract is for three years. A rate sheet was provided to the Board members at the meeting.

Chair Larry Anderson asked if there were any further Board questions or public comments. There were none.

Motion: Vice Chair Winton Kemmis moved Move to approve the contract with Integrated Security Solutions for Access Control and CCTV Integrator services for a term of three years, including Exhibit A and a change to the insurance requirement from \$1.5 million to \$1 million.

Second: Secretary Treasurer Deb Poteet

Vote: Motion Passed Unanimously

## Martel Construction - Change Orders re: Bag Handling System

Deputy Director Tim Damrow explained that while most of the South Concourse task orders were closed out several months ago, the Baggage Handling System was unable to be closed due to shipping delays for spare parts. With the last of the spare parts now on-site, Martel is ready to close out the associated contracts for the baggage handling system. Each of the respective contracts below requires a deductive change order that will close the project out and reconcile unused budgets. The unused budget from the Martel contracts will be advanced to the East Concourse Project as additional contingency budget. Deductive change orders are as follows:

- Martel Contract #18B BHS, Installation Deductive Change #1 = (\$64,363.31)
- Martel Contract #19 Temporary Baggage Claim Deductive Change #1 = (\$31,818.62)
- M-M Task Order #32C BHS Construction Admin Deductive Change #1 = (\$19,054.27) Total Deductive Change Orders = (\$115,236.20)

With several design changes to the scope of the East Concourse Design (Basement and Holdroom Expansion), we are looking to augment existing project contingencies (Martel Contract Amendment #24, East Concourse Construction) with the unspent funds from previously mentioned project components (Martel Contract Amendments 18B, and 19) in the amount of \$96,181.93. The funds from Morrison Maierle Contract #32C will be treated as a budget underrun in the amount of \$19,054.27.

## Martel Contract #24 - East Concourse Construction – Additive Change #1 = \$96,181.93 Total Additive Change Order = \$96,181.93

Tim thanked Martel Construction and Morrison-Maierle for being good caretakers of the airport's public funds.

Chair Larry Anderson asked if there were any further Board questions or public comments. There were none.

Motion: Commissioner Jeff Roth moved to accept the deductive change orders to Martel Construction and Morrison-Maierle contracts in the amount of \$115,236.20 and the additive change order to Martel Contract #24 in the amount of \$96,181.93.

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

#### Change Order for Knife River Contract.

Director Brian Ellestad explained that as part of the Deice Apron Project, Knife River has provided a budget to complete the construction of the East Air Carrier Ramp Expansion Project.

The project budget was determined by using the unit prices established with Knife River's competitive bid for the Deice Apron in June 2022. Morrison-Maierle designed the East Air Carrier Ramp Expansion and applied Knife River's contracted unit prices to the quantities and scope of the East Air Carrier Ramp Expansion. A copy of the itemized units of work that built up the project budget were presented to the Board.

As a result, Knife River is proposing a Construction Change Order in the amount of \$646,596.10 to complete the construction for the East Air Carrier Ramp Project. This project will begin immediately. The project will be funded by an AIP grant in the amount of \$581,926.49. MCAA's share will be \$64,659.61.

Brian noted that this will provide staff with more flexibility in aircraft parking. Two of the three aircraft parking spaces in the Phase 2 area are already in use this summer.

Chair Larry Anderson asked if there were any further Board questions or public comments. Alternate Commissioner David Bell asked if the new ramp space in Phase 2 will be serviced with a jet bridge. Brian responded that it will not. Phase 1 has 4 jet bridges and Phase 2 will include two more jet bridges.

Commissioner Shane Stack asked if staff are comfortable with the pricing. Shaun Shea responded that the pricing is 20 to 25% less than comparable prices from across the region and that he did check with Knife River to ensure they could honor the price for this extra work.

Motion: Vice Chair Winton Kemmis moved to accept the budgeted price and construction change order from Knife River in the amount of \$646,596.10 for the construction of the East Air Carrier Ramp Expansion Project.

Second: Secretary/Treasurer Deb Poteet

Vote: Motion Passed Unanimously

## <u>Morrison-Maierle Task Order Amendment – Construction Services for East Air Carrier Ramp</u> <u>Expansion</u>

Director Brian Ellestad explained that this Morrison-Maierle Task Order coincides with the construction change order for the East Air Carrier Ramp Expansion Project. Services will include on-site observation during construction, as well as survey services, grant management and closeout services. Brian also thanked Morrison-Maierle staff for all the work on projects at the airport in the last few weeks.

Chair Larry Anderson asked if there were any further Board questions or public comments; there were none.

Motion: Commissioner Shane Stack moved to Approve Task Order No. 55 with Morrison-Maierle in the amount of \$46,250

Second: Commissioner Adriane Beck

Vote: Motion Passed Unanimously

## NEW BUSINESS

### Purchase of 2024 Chevrolet Silverado for Public Safety Department

Chief of Public Safety Justin Shaffer explained that the Public Safety Department was approved to purchase a new Police Vehicle in the FY2024 Capital Equipment Budget. The budget amount available is \$65,000. The vehicle to be purchased is a 2024 Chevrolet Silverado Police Vehicle and would be purchased through Sourcewell (National Auto Fleet Group). This will replace a 2013 GMC Yukon Police Vehicle. Justin stated that MCAA's Procurement Policy, approved by the Board in November 2019, permits staff to procure goods through cooperative purchasing groups, such as Sourcewell.

Justin also noted that Brian and Tim were also on site for the recent night work and stated they provide excellent leadership.

Chair Larry Anderson asked if Board members had any other questions or public comments. Commissioner Matthew Doucette asked if the new vehicle would come with all required police equipment. Justin responded that the light package, computer, and other equipment will be removed from the decommissioned vehicle.

Motion: Commissioner Matthew Doucette moved to approve the purchase of the 2024 Chevrolet Silverado Police Vehicle through Sourcewell in the amount of \$58,886.38.

Second: Vice Chair Winton Kemmis

Vote: Motion Passed Unanimously

### Discussion Items

Chair Larry Anderson noted that there will be a Facilities and Operations Committee meeting following the Board meeting regarding a Master Plan update.

Chair Larry Anderson noted that the next Board meeting will be in the same hybrid format on August 29<sup>th</sup> at 1:30 p.m.

Meeting Adjourned.

#### Missoula County Airport Authority Check Register General Checking Account June 27, 2023 through July 24, 2023

Check	Vendor Name	Description		Amount
49297	Bailey, Andrew	Employee Training Expense - American Deice Training DFW	\$	112.00
49298	EGBERT, ABIGAIL	Employee Training Expense - American Deice Training DFW	\$	112.00
49299	IVES, MATT	Employee Training Expense - American Deice Training DFW	\$	112.00
49315	AILEVON PACIFIC AVIATION CONSULTING, LLC	Marketing	\$	4,875.00
49316	BETTER BODY FITNESS EQUIPMENT	Safety Supplies/Equipment	\$	107.80
49317	BLACKFOOT COMMUNICATIONS	Phone Charges Phone Charges	\$	1,640.97
49318	CENTURYLINK		\$	692.93
49319	City of Missoula	Water Expense, Sewer Expense	\$	10,866.99
49320	ENERGY WEST	Electricity/Gas Expense	\$	2,253.12
49321	FIRST NATIONAL BANK	Bank Charges	\$	24,780.02
49322	KNIFE RIVER	Terminal FFE, Landside Maintenance	\$	3,740.00
49323	MSLA ELECTRIC COOP	Electricity/Gas Expense	\$	1,022.63
49324	MURDOCHS	Petroleum Products Expense, Vehicle R&M, Uniform Expense	\$	205.48
49325	NORTHWESTERN ENERGY	Electricity/Gas Expense	\$	24,581.70
49326	QUADIENT	Postage	\$	200.00
49327	REPLICON INC	Contracted Maintenance - 9.1.23-8.31.24	\$	4,179.60
49328	RISING FAST v	Custodial Services	\$	37,750.00
49329	VERIZON	Phone Charges	\$	1,038.58
49330	MSLA CVB TBID	Marketing	\$	10,000.00
49331	NORTHWESTERN ENERGY	Electricity/Gas Expense	\$	9,107.06
49332	PAYNEWEST	Prepaid Insurance	\$	64,607.00
49333	THE CINCINNATI INSURANCE COMPANIES	Prepaid Insurance	\$	162,904.00
49334	FIRST CALL	Contracted Maintenance	\$	1,783.25
49335	LNRS DATA SERVICES INC	Marketing	\$	7,100.00
49336	A & I Distributors	Petroleum Products Expense	\$	35.00
49337	AAAE	Memberships - Affiliate Membership for period: Oct 1 2023 to Sept 30 2024	\$	275.00
49338	ABATEMENT CONTRACTORS OF MONTANA	Landside Maintenance	\$	51,935.00
49339	AEROTRONICS INC.	Communication R&M	\$	1,919.00
49340	AILEVON PACIFIC AVIATION CONSULTING, LLC	Marketing	\$	3,250.00
49341	AIRPORT PROFESSIONAL SERVICES, LLC	Equipment - HRET/ARFF Comprehensive Penetration Aircraft Skin Trainer	\$	23,350.00
49342	Alphagraphics	Office Supplies	\$	196.00
49343	ASSOCIATED EMPLOYER	Employee Training Expense	\$	360.00
49344	AXON	Tools/Equipment	\$	9,075.83
49345	Big Sky Kubota, LLC	Vehicle R&M	\$	26.06
49346	BMC WEST	Airfield Maintenance, Building General R&M	\$	3,650.70
49347	BROWN'S SEPTIC	Rent Car R&M	\$	600.00
49348	CORE & MAIN	Airfield Maintenance	\$	653.85
49349	COUNTRY INN AND SUITES	Travel Expense - Lydia Nordby, Katriela Knight	\$	1,811.25
49350	CREATIVE P & G, INC	Building General R&M	\$	535.00
49351	CULLIGAN	Office Supplies	\$	195.25
49352	CURTIS	Uniform Expense	\$	209.13
49353	CUSTOM WEST PEST CONTROL	Contracted Maintenance	\$	195.00
49354	DEVLIN, RYAN	Travel Expense - Airfield Marking Symposium	\$	320.00
49355	DSG (DAKOTA SUPPLY GROUP)	USFS Hangar R&M	\$	1,360.79
49356	EAN SERVICES, LLC	Travel Expense	\$	212.33
49357	EAS LLC	Vehicle R&M	\$	255.00
49358	ESHLEMAN, EVAN	Travel Expense	\$	295.00
49359	EXACT IMAGE	Uniform Expense	\$	145.60
49360	FABER v	Office Supplies	\$	49.75
49361	FASTSIGNS	Display Expenses	\$	998.11
49362	GELDERSMA, AUGUSTUS	Travel Expense - ARFF International Educational	\$	376.83
49363 49364	GLACIER COUNTRY	Marketing	\$ \$	4,947.50 280.00
49365	GRIZZLY DISPOSAL HIDAY, ALEX	Disposal Expense Tools/Equipment	\$	134.19
49366	HILLYARD INC	Custodial Supplies	\$	5,052.56
49367	HOTSY	Building General R&M, Landside Maintenance	\$	942.94
49368	IDEAL MANUFACTURING	Airfield Maintenance	\$	418.43
49369	JODSAAS, DYHLAN	Travel Expense - ARFF International Educational	\$	325.00
49370	JOHNSON, JESSE	Travel Expense - GSX Security Conference	\$	256.00
49371	KONE	Contracted Maintenance	\$	436.76
49372	LEE ENTERPRISES	Job Postings - Invitation to Bid Pavement Rehabilitation Project	\$	70.00
49373	LES SCHWAB TIRE	Vehicle R&M	\$	1,347.64
49374	MIDLAND IMPLEMENT	Landscaping Expense	\$	378.84
49375	MISSOULA MOTOR COMPANY	Vehicle R&M	\$	273.59
49376	MOUNTAIN SUPPLY	Rent Car R&M	\$	31.85
49377	MSLA OFFICE CITY	Office Supplies	\$	45.29
49378	MSLA TEXTILE, INC	Contracted Maintenance, Vehicle R&M, Uniform Expense	\$	573.38
49379	MT LAW ENFORCEMENT	Employee Training Expense	\$	400.00
49380	MUNICIPAL EMERGENCY SERVICES	Employee Training Expense	\$	2,277.05
49381	MURDOCHS	Uniform Expense	\$	336.87
49382	NAPA		\$	531.40
49383	NORCO INDUSTRIAL	Safety Supplies/Equipment, Vehicle R&M	\$	213.15
49384	NORTHWEST INDUSTRIAL	Safety Supplies/Equipment	\$	36.00
49385	PLATT ELECTRIC	Airfield Maintenance	\$	38.52
49386 49387	RDO EQUIPMENT CO.	Vehicle R&M	\$ \$	42.06 581.00
49388	SHAFFER, JUSTIN SHIRT SHOP	Travel Expense - ARFF International Educational, GSX Security Conference Uniform Expense	\$	1,462.50
49389	SIGN PRO	Vehicle R&M	\$	2,446.43
49390	SLWS	Employee Training Expense	\$	1.110.00
49391	SPECTRUM WINDOW CLEANING	Custodial Services	\$	9,560.00
49392	SWEET PEA SEWER	Rent Car R&M	\$	232.50
49393	TFS-KELLEY CONNECT	Contracted Maintenance	\$	786.13
49394	TREMPER DISTRIBUTING	Petroleum Products Expense	\$	5,369.35
49395	TRUCK PRO LLC	Vehicle R&M	\$	47.42
49396	VW ICE INC	Office Supplies	\$	630.00
49397	WATERMAN, LLC	Contracted Maintenance	\$	100.00
49398	WE CONNECT MONTANA	Computer Equipment Expense	\$	2,888.25
49399	WESTERN STATES EQUIP	Construction in Progess - Caterpillar Flat Back	\$	268,893.00
49400	ZENT, ANTHONY	Travel Expense - Airfield Marking Symposium	\$	320.00
49401	4G PLUMBING & HEATING, INC	Contracted Maintenance	\$	240.35
49402	APPLIED INDUSTRIAL TECH	Building General R&M	\$	397.09
49403	BATTERIES PLUS	Electric Maintenance	\$	17.00
49404	DSG (DAKOTA SUPPLY GROUP)	USFS Hangar R&M	\$	1,300.47
49405	ELECTRO CONTROLS, INC	Mechanical/Supplies	\$	631.73
49406	GRIZZLY DISPOSAL	Disposal Expense	\$	280.00
49407	HILLYARD INC	Custodial Supplies	\$	2,560.03
49408	HOTSY	Rent Car R&M	\$	238.22
49409	JOHNSTONE SUPPLY	Tools/Equipment	\$	35.50
49410	MERLINS LOCK & SAFE	Rent Car R&M	\$	5.00
49411	MSLA TEXTILE, INC	Contracted Maintenance, Custoidal Services	\$	20.16
49412	MURDOCHS	Uniform Expense	\$	264.95
49413	NORTHWEST PART	Building General R&M, Rent Car R&M	\$	60.75
49414	PLATT ELECTRIC	Electric Maintenance, Airfield Maintenance	\$	61.82
49415	ROBSON HANDLING TECHNOLOGY	Tools/Equipment	\$	26,557.94
49416	ROCKY MOUNTAIN SCALE	Building General R&M	\$	69.60
49417	THERMAL	Rent Car R&M, USFS Hangar R&M	\$	656.77
49418	CUSTOM WEST PEST CONTROL	Contracted Maintenance	\$	195.00
49419	THERMAL	USFS Hangar R&M	\$	2,260.15
			s	825.725.74

\$ 825,725.74

## Missoula County Airport Authority Claims For Payment June 27, 2023 through July 24, 2023

#### Note

Per Airport policy, checks for prepaid invoices were mailed on August 14, 2023. They are highlighted in the Check Register list for the General Checking Account

#### Credit Card Charges - by Expense Type (paid with check #49321)

AvSec Fingerprinting Account Construction in Progress:19430 · CIP- Terminal Phase 1:19403 · CIP - Terminal FFE	1,000.00 998.11
Legal Services	107.00
Communications R&M	236.70
Office Supplies	1,866.75
Postage	259.33
Computer Equipment Expense	2,354.60
Vehicle R&M	262.22
Tools/Equipment	95.11
Contracted Maintenance	5,911.60
Electric Maintenance	28.94
Plumbing Expense	37.70
Mechanical/Supplies	1,035.86
Building General R&M	159.54
Rent Car R&M	5,407.75
Airfield Lighting R&M	8.99
Custodial Supplies	92.88
Uniform Expense	84.99
Travel Expense - ACI-NA conference, GPI disaster drill, AAAE- conference registration	2,099.44
Memberships	114.59
Meals & PR	1,336.42
Marketing	1,029.50
Consultants Expense	252.00
	\$ 24,780.02
Project Checking Account	
Check Vendor Name Number	Amount

\$-

# *Missoula County Airport Authority - Financial Report* For Period Ended: 7/31/23.

# On the Balance Sheet:

- The quick ratio shows that liquid assets (Cash) are 1.55 times the level of current liabilities.
- During fiscal year 2023, the average duration of accounts receivable or the number of days it takes to collect them was 37.59 days. For the month ended July 31, 2023, the average duration of accounts receivable or the number of days it takes to collect them was 32.46 days.
- As of July 31, 2023, the percentage of assets financed by interest bearing liabilities is 14%.
- The month end debt balances totaled \$21,209,709.

# On the Profit and Loss reports:

- Revenues are currently 11% of the annual operating revenue budget.
- Operating expenses are currently 6% of the annual operating budget.
- AIP funds in the amount of \$3,749,628 were recognized as revenue during the month of July.

# On the Cash Flow Report:

- For the month ended July 31, 2023:
  - Net cash flows from operating activities were \$496,224.
  - Net cash flows from capital and related financing activities were \$(2,425,763)
  - Net cash flows from noncapital financing activities were \$90,835.
  - Net cash flows from investing activities were \$6,395.

# Other Financial Information:

• Authority reserves are held in several local banks and in the STIP. Reserves are earning between 2% to 5.5%.

#### Missoula County Airport Authority Balance Sheet Prev Year Comparison As of July 31, 2023

	Jul 31, 23	Jul 31, 22
ASSETS		
Current Assets		
Checking/Savings		
10100 · Petty Cash	300.00	300.00
10500 · General Checking Acct	4,471,540.94	3,226,281.97
10511 · Project Checking Acct	5,000.00	5,000.00
10550 · USFS Account	290,073.24	50,004.31
10560 · Debt Service Account	90,255.59	330,004.09
10580 · CFC Account	321,439.04	649,337.94
10590 · STIP Terminal Reserve	23,918.72	22,979.80
10600 · STIP	763,539.72	733,567.35
10604 · Money Market Accounts	1,260,732.57	2,160,183.27
10700 · Payroll Checking	(14,341.04)	32,606.15
10710 · Flex - FIB	11,422.79	4,576.73
10750 · PFC Cash at US BANK	2,545,412.76	1,872,923.10
Total Checking/Savings	9,769,294.33	9,087,764.71
Accounts Receivable	4 440 607 76	567 450 07
10800 · Accounts Receivable	1,119,637.76	567,450.87
10807 · A/R Advertising	6,615.00	29,438.00
10809 · A/R Ground Handling	223,591.27	126,890.10
10815 · Projects Receivable (non-fed)	53,263.10	0.00
10820 · Federal Grants Receivable (AIP)	3,749,628.27	0.00
Total Accounts Receivable	5,152,735.40	723,778.97
Other Current Assets		
10900 · AvSec Fingerprinting Account	1,886.25	317.75
11200 · Grants Receivable	65,328.55	2,692,891.30
11500 · Pre-Paid Expenses	132,313.00	68,534.67
11600 · Prepaid Insurance	208,551.75	174,327.08
11700 · Concession Contract Receivable	729,998.00	729,998.00
11810 · ST Lease Recble GASB 87	1,541,162.16	1,467,233.22
11820 · Interest Recble GASB 87	16,118.13	22,281.97
12000 · Undeposited Funds	2,930.00	2,985.00
26200 · Faber Loan	100,000.00	100,000.00
Total Other Current Assets	2,798,287.84	5,258,568.99
Total Current Assets	17,720,317.57	15,070,112.67
Fixed Assets		
13000 · Land	11,617,234.48	11,617,234.48
13100 · Land Improvements	16,368,644.98	16,207,466.15
13200 · Buildings- Terminal	69,001,525.97	66,246,239.12
13300 · Buildings- Ops & Fire	6,184,039.07	6,184,039.07
13450 · Buildings - Other	11,384,401.81	11,113,776.40
13500 · Runways/Taxiways/Apron	70,927,696.30	70,927,696.30
13600 · Lighting/ Security System	4,002,233.31	3,910,737.11
13700 · Sewage System	298,102.06	298,102.06
13900 · ATCT		6,513,529.80
	6,513,529.80	
14000 · Equipment	3,721,703.52	3,210,246.70
14100 · Furniture & Fixtures	3,721,703.52 1,591,801.03	3,210,246.70 1,549,109.70
14100 · Furniture & Fixtures 14300 · Vehicles	3,721,703.52 1,591,801.03 7,756,448.96	3,210,246.70 1,549,109.70 7,365,291.64
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96	3,210,246.70 1,549,109.70
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87)	3,210,246.70 1,549,109.70 7,365,291.64
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87)	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07)
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87 11840 · A/R Retainage Long-Term	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22 2,327,192.18	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90 3,868,344.34
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87 11840 · A/R Retainage Long-Term	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22 2,327,192.18	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90 3,868,344.34
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87 11840 · A/R Retainage Long-Term 19610 · Deferred Pension Outflows	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22 2,327,192.18 195,803.97	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90 3,868,344.34 0.00
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87 11840 · A/R Retainage Long-Term 19610 · Deferred Pension Outflows 19600 · Deferred PERS Pension Outflows	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22 2,327,192.18 195,803.97 564,283.60	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90 3,868,344.34 0.00 654,023.00
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87 11840 · A/R Retainage Long-Term 19610 · Deferred Pension Outflows 19600 · Deferred PERS Pension Outflows 19601 · OPEB Deferred Outflows	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22 2,327,192.18 195,803.97 564,283.60 109,748.00	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90 3,868,344.34 0.00 654,023.00 109,748.00
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87 11840 · A/R Retainage Long-Term 19610 · Deferred Pension Outflows 19600 · Deferred PERS Pension Outflows 19601 · OPEB Deferred Outflows Total 19610 · Deferred Pension Outflows	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22 2,327,192.18 195,803.97 564,283.60 109,748.00 674,031.60	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90 3,868,344.34 0.00 654,023.00 109,748.00 763,771.00
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87 11840 · A/R Retainage Long-Term 19610 · Deferred Pension Outflows 19600 · Deferred PERS Pension Outflows 19601 · OPEB Deferred Outflows Total 19610 · Deferred Pension Outflows 19600 · Deferred Pension Outflows	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22 2,327,192.18 195,803.97 564,283.60 109,748.00 674,031.60 0.00	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90 3,868,344.34 0.00 654,023.00 109,748.00 763,771.00 735,064.00
14100 · Furniture & Fixtures 14300 · Vehicles 14400 · Studies 14500 · Allowance for Depreciation 19400 · Construction in Progress Total Fixed Assets Other Assets 11830 · LT Lease Recble GASB 87 11840 · A/R Retainage Long-Term 19610 · Deferred Pension Outflows 19600 · Deferred PERS Pension Outflows 19601 · OPEB Deferred Outflows Total 19610 · Deferred Pension Outflows 19600 · Deferred Pension Outflows 19601 · OPEB Deferred Outflows 19600 · Deferred Pension Outflows 19700 · Concession Contract Recvble 19800 · LT Loan - Faber	3,721,703.52 1,591,801.03 7,756,448.96 1,925,406.96 (95,820,857.87) 19,413,518.84 134,885,429.22 2,327,192.18 195,803.97 564,283.60 109,748.00 674,031.60 0.00 791,946.99	3,210,246.70 1,549,109.70 7,365,291.64 1,925,406.96 (87,812,869.07) 5,723,510.48 124,979,516.90 3,868,344.34 0.00 654,023.00 109,748.00 763,771.00 735,064.00 891,688.23

#### Missoula County Airport Authority Balance Sheet Prev Year Comparison As of July 31, 2023

	Jul 31, 23	Jul 31, 22
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
20500 · Accounts Payable	622,427.61	95,621.96
20505 · Accounts Payable- Projects	4,438,738.21	3,928,787.63
Total Accounts Payable	5,061,165.82	4,024,409.59
Other Current Liabilities		
20800 · Current Portion of L/T Debt	535,905.68	612,909.53
20815 · Other Projects Payable	105,202.00	0.00
21130 · Misc Deductions Payable	(184.32)	0.00
21300 · Valic Payable	(100.00)	0.00
21600 · Accrued Vacation/Sick Payable	533,644.81	504,674.62
21930 · FSB Notes Interest Payable	65,821.67	67,575.00
22140 · Advertising Deferred Revenue	(2,500.00)	27,500.00
24000 · Payroll Liabilities	(5,012.11)	(1,650.22)
Total Other Current Liabilities	1,232,777.73	1,211,008.93
Total Current Liabilities	6,293,943.55	5,235,418.52
Long Term Liabilities		
20502 · 2022 Note	2,575,279.74	2,085,500.00
25030 · 2019 Note A	15,316,800.00	14,578,150.00
25035 · 2019 Note B	3,317,629.36	3,711,455.02
25600 · Current Portion L/T Debt 2019B	(535,905.68)	(612,909.53)
25700 · Deferred Concession Contract	729,998.00	1,465,062.00
25805 · A/P Retainage Long-Term	650,312.04	0.00
26010 · Pension Liability sum		
19900 · OPEB liability	146,148.00	146,148.00
26000 · PERS Pension Liability	3,533,992.00	2,659,824.66
Total 26010 · Pension Liability sum	3,680,140.00	2,805,972.66
26110 · Deferred Pension Inflows		
26100 · Deferred PERS Pension Inflows	308,792.00	1,233,040.00
26101 · OPEB Deferred Inflows	57,855.00	57,855.00
Total 26110 · Deferred Pension Inflows	366,647.00	1,290,895.00
26300 · Dererred Lease Inflow GASB 87	3,616,418.14	5,108,476.56
Total Long Term Liabilities	29,717,318.60	30,432,601.71
Total Liabilities	36,011,262.15	35,668,020.23
Equity		
29500 · Unreserved	92,904,579.34	94,042,620.45
29510 · Reserved	2,322,955.79	1,184,914.68
32000 · Retained Earnings	21,782,316.33	15,109,089.73
Net Income	3,731,409.92	303,852.05
Total Equity	120,741,261.38	110,640,476.91
TOTAL LIABILITIES & EQUITY	156,752,523.53	146,308,497.14

# Missoula County Airport Authority Profit & Loss Prev Year Comparison July 2023

	Jul 23	Jul 22
Ordinary Income/Expense		
Income		
30100 · Signatory Landing Fees	67,449.70	66,792.21
30200 · Non Sig Landing Fees	40,277.53	15,880.54
30210 · Cargo Landing Fees	3,351.52	3,488.74
30300 · Non-Based Landing Fees	7,092.29	10,874.81
30400 · Signatory Rent	53,199.99	53,199.99
30410 · Non-Sig Turn Fees	0.00	1,850.00
30420 · Non-Sig Use Fees	51,139.40	18,176.60
30430 · Signatory Use Fee	81,279.00	81,783.90
30507 · Advertising Income	19,043.00	31,913.00
30509 · Ground Handling	118,278.00	69,898.60
30600 · FBO Rentals	22,414.18	22,168.09
30800 · Fuel Flowage Fees	11,869.38	9,894.32
30900 · Fuel Farm Leases	369.12	358.57
31000 · Coffee Concession	706.77	789.51
31100 · Restaurant	22,802.73	15,707.03
31110 · Liquor Concessions	16,285.68	10,647.83
31300 · Rental Car %	273,876.51	377,346.00
31400 · Rent Car Rent	15,179.80	13,299.80
31900 · USFS Hangar Rent	20,787.24	20,728.14
32100 · Gift Shop Faber	43,962.28	44,808.24
32200 · Travel Agency	439.31	439.31
32400 · Parking Lot	179,848.58	0.00
32800 · Ag Land Leases	2,996.67	(13,524.42)
32900 · Non-Aeronautical Ground Rent	29,657.44	28,490.32
32910 · Aeronautical Ground Rent	14,936.42	14,196.08
33000 · Vending	2,734.07	7,396.30
33800 · Off Airport Rent Cars	11,946.25	6,711.30
34000 · Utilities Reimbursement	2,611.10	3,310.69
34200 · Miscellaneous Income	2,871.00	7,845.75
34300 · Ground Transport	40,727.65	41,924.25
81402 · TSA LEO Reimbursement	9,145.00	0.00
81403 · TSA Checkpoint OTA	1,231.66	0.00
85100 · Badging Fees Collected	65.00	1,590.00
Total Income	1,168,574.27	967,985.50
Gross Profit	1,168,574.27	967,985.50

# Missoula County Airport Authority Profit & Loss Prev Year Comparison July 2023

		Jul 23	Jul 22
Expense			
•	· Wages	264,238.64	233,399.99
	· Overtime Wages	7,779.42	4,456.88
	• Fringe Benefits Expense	103,288.28	62,249.20
	· Legal Services	107.00	193.00
	Insurance Expense	18,959.25	15,847.92
	· Phone Charges	3,372.48	4,570.53
	· Communication R&M	1,015.70	549.08
	· Office Supplies	3,273.97	3,642.46
	· Computer Equipment Expense	2,354.60	1,059.31
	· Electricity/Gas Expense	26,405.80	19,460.78
	· Water Expense	6,941.84	6,478.46
	· Sewer Expense	3,925.15	6,551.50
	· Disposal Expense	2,941.12	4,096.10
	· Disposal-Industrial	(260.00)	(260.00)
	· Petroleum Products Expense	5,827.70	0.00
	· Vehicle R&M	9,525.42	7,594.50
	· Tools/Equipment	2,945.66	6,996.07
	· Landscaping Expense	339.84	71.10
	· Custodial Services	39,610.00	35,450.00
44200	· Contracted Maintenance	22,871.01	23,451.85
	· Jet Bridge R&M	0.00	224.55
	· Electric Maintenance	28.94	0.00
	· Plumbing Expense	0.00	1,054.87
	· Mechanical/Supplies	1,118.11	8,688.62
	· Building General R&M	442.74	406.17
	· Rent Car R&M	5,760.85	3,054.38
45106	· USFS Hangar R&M	3,091.92	0.00
	· Airfield Maintenance	653.85	7,414.00
45400	· Landside Maintenance	383.28	125.00
45600	· Airfield Lighting R&M	561.64	0.00
	· Custodial Supplies	4,645.51	4,594.84
	· Uniform Expense	1,137.19	7,758.29
46600	· Employee Training Expense	2,430.00	2,581.16
46800	· Travel Expense	1,723.56	1,630.99
47000	• Memberships	389.59	43.00
47200	· Safety Supplies/Equipment	219.85	153.31
47400	· Meals & PR	1,157.12	1,288.56
47501	· Marketing	5,983.65	23,852.34
47600	· Consultants Expense	252.00	10,184.49
47605	· Landing Fee Commission Expense	1,418.46	1,631.22
	· Display Expenses	0.00	85.00
	· VIC Expenses	0.00	41.45
	· Fingerprint/STA Charges	0.00	671.50
	· Miscellaneous Expense	0.00	810.02
	· BANK Charges	159.19	723.53
Total Exper		557,020.33	512,876.02
Net Ordinary Incom	ie	611,553.94	455,109.48

# Missoula County Airport Authority Profit & Loss Prev Year Comparison July 2023

	Jul 23	Jul 22
Other Income/Expense		
Other Income		
31500 · CFCs	90,532.00	128,460.00
70200 · Interest Income-Unrestricted	6,332.14	1,186.32
70400 · Project Restricted Interest	62.62	15.44
89010 · Federal Programs		
89000 · Airport Improvement Grants	3,749,628.27	260,495.64
89100 · TSA OTA contribution	0.00	1,271.09
89500 · PFC Contributions	303.34	145,992.46
Total 89010 · Federal Programs	3,749,931.61	407,759.19
89400 · Capital Contributions	0.00	6,703.64
Total Other Income	3,846,858.37	544,124.59
Other Expense		
80140 · Note 2019A Interest Expense	51,473.21	48,350.00
80145 · Note 2019 B Interest Expense	8,505.69	12,310.00
80150 · Note 2022 Interest Expense	8,414.07	6,915.00
80300 · Depreciation	658,609.42	627,807.02
Total Other Expense	727,002.39	695,382.02
Net Other Income	3,119,855.98	(151,257.43)
Net Income	3,731,409.92	303,852.05

#### Missoula County Airport Authority Profit & Loss Budget Performance July 2023

	Jul 23	Budget	Jul 23	YTD Budget	Annual Budget	
linary Income/Expense						
Income						
30100 · Signatory Landing Fees	67,449.70	85,660.15	67,449.70	85,660.15	700,905.04	1
30200 · Non Sig Landing Fees	40,277.53	13,316.24	40,277.53	13,316.24	96,801.90	4
30210 · Cargo Landing Fees	3,351.52	3,353.99	3,351.52	3,353.99	40,247.88	
30220 · Charter Landing Fees	0.00	120.25	0.00	120.25	1,443.00	
30300 · Non-Based Landing Fees	7,092.29	32,481.35	7,092.29	32,481.35	182,820.63	
30400 · Signatory Rent	53,199.99	53,200.00	53,199.99	53,200.00	638,400.00	
30410 · Non-Sig Turn Fees	0.00	0.00	0.00	0.00	0.00	
30420 · Non-Sig Use Fees	51,139.40	18,973.66	51,139.40	18,973.66	141,013.09	
30430 · Signatory Use Fee	81,279.00	97,885.02	81,279.00	97,885.02	792,161.71	
30507 · Advertising Income	19,043.00	14,583.00	19,043.00	14,583.00	174,996.00	
30509 · Ground Handling	118,278.00	126,275.00	118,278.00	126,275.00	966,076.00	
30600 · FBO Rentals	22,414.18	24,000.00	22,414.18	24,000.00	288,000.00	
30800 · Fuel Flowage Fees	11,869.38	10,325.80	11,869.38	10,325.80	110,000.01	
30900 · Fuel Farm Leases	369.12	358.33	369.12	358.33	4,299.96	
31000 · Coffee Concession	706.77	1,733.00	706.77	1,733.00	13,631.00	
31100 · Restaurant	22,802.73	17,012.41	22,802.73	17,012.41	133,969.66	
31110 · Liquor Concessions	16,285.68	13,314.06	16,285.68	13,314.06	104,845.80	
31300 · Rental Car %	273,876.51	398,685.00	273,876.51	398,685.00	2,062,426.00	
31400 · Rent Car Rent	15,179.80	14,583.33	15,179.80	14,583.33	174,999.96	
31800 · USFS Landing Fees	0.00	0.00	0.00	0.00	0.00	
31900 · USFS Hangar Rent	20,787.24	20,666.67	20,787.24	20,666.67	248,000.04	
32100 · Gift Shop Faber	43,962.28	43,640.54	43,962.28	43,640.54	343,661.33	
32200 · Travel Agency	439.31	433.33	439.31	433.33	5,199.96	
32400 · Parking Lot	179,848.58	142,380.00	179,848.58	142,380.00	2,883,544.00	
32800 · Ag Land Leases	2,996.67	0.00	2,996.67	0.00	0.00	
32900 · Non-Aeronautical Ground Rent	29,657.44	17,500.00	29,657.44	17,500.00	210,000.00	
32910 · Aeronautical Ground Rent	14,936.42	7,916.67	14,936.42	7,916.67	95,000.04	
33000 · Vending	2,734.07	2,311.00	2,734.07	2,311.00	18,175.00	
33800 · Off Airport Rent Cars	11,946.25	7,343.00	11,946.25	7,343.00	42,424.00	
34000 · Utilities Reimbursement	2,611.10	2,708.33	2,611.10	2,708.33	32,499.96	
34200 · Miscellaneous Income	2,871.00	3,375.00	2,871.00	3,375.00	40,500.00	
34300 · Ground Transport	40,727.65	41,281.00	40,727.65	41,281.00	160,779.00	
81402 · TSA LEO Reimbursement	9,145.00	8,916.67	9,145.00	8,916.67	107,000.04	
81403 · TSA Checkpoint OTA	1,231.66		1,231.66			
85100 · Badging Fees Collected	65.00		65.00			
Total Income	1,168,574.27	1,224,332.80	1,168,574.27	1,224,332.80	10,813,821.01	
Gross Profit	1,168,574.27	1,224,332.80	1,168,574.27	1,224,332.80	10,813,821.01	

#### Missoula County Airport Authority Profit & Loss Budget Performance July 2023

_	Jul 23	Budget	Jul 23	YTD Budget	Annual Budget	
Expense	264,238.64	360.004.10	264 229 64	260 004 10	2 014 690 19	
40100 · Wages		360,004.10	264,238.64	360,004.10	3,914,680.18	
40330 · Overtime Wages	7,779.42	7,500.00	7,779.42	7,500.00	90,000.00	9
40600 · Fringe Benefits Expense	103,288.28	124,382.36	103,288.28	124,382.36	1,495,888.34	
40800 · Legal Services	107.00	1,250.00	107.00	1,250.00	15,000.00	
41200 · Insurance Expense	18,959.25	19,167.00	18,959.25	19,167.00	230,004.00	
41300 · Accounting Expense	0.00	0.00	0.00	0.00	56,749.99	
41400 · Phone Charges	3,372.48	3,702.50	3,372.48	3,702.50	44,430.00	
41600 · Phone R&M	0.00	25.00	0.00	25.00	300.00	
41800 · Communication R&M	1,015.70	2,328.33	1,015.70	2,328.33	27,939.96	
42000 · Office Supplies	3,273.97	4,648.75	3,273.97	4,648.75	55,785.00	
42100 · Computer Equipment Expense	2,354.60	2,050.00	2,354.60	2,050.00	24,600.00	1
42200 · Electricity/Gas Expense	26,405.80	47,887.41	26,405.80	47,887.41	574,648.92	
42400 · Water Expense	6,941.84	7,531.17	6,941.84	7,531.17	90,374.04	
42500 · Sewer Expense	3,925.15	6,717.16	3,925.15	6,717.16	80,605.92	
42600 · Disposal Expense	2,941.12	4,417.17	2,941.12	4,417.17	53,006.04	
42800 · Disposal-Industrial	(260.00)	623.33	(260.00)	623.33	7,479.96	
43000 · Petroleum Products Expense	5,827.70	10,037.51	5,827.70	10,037.51	120,450.12	
43400 · Vehicle R&M	9,525.42	8,909.33	9,525.42	8,909.33	106,911.96	
43600 · Equipment Rental	0.00	218.59	0.00	218.59	2,623.08	
43800 · Tools/Equipment	2,945.66	6,198.60	2,945.66	6,198.60	74,383.20	
44000 · Landscaping Expense	339.84	866.67	339.84	866.67	10,400.04	
44100 · Custodial Services	39,610.00 22,871.01	45,392.00	39,610.00	45,392.00	544,704.00	
44200 · Contracted Maintenance		34,508.25	22,871.01	34,508.25	414,099.00	
44302 · Jet Bridge R&M	0.00	967.00	0.00	967.00	11,604.00	
44400 · Electric Maintenance	28.94	816.67	28.94	816.67	9,800.04	
44600 · Plumbing Expense	0.00	611.67	0.00	611.67	7,340.04	
44800 · Mechanical/Supplies	1,118.11	3,229.33	1,118.11	3,229.33	38,751.96	
45000 · Building General R&M	442.74	3,102.39	442.74	3,102.39	37,228.68	
45104 · Rent Car R&M	5,760.85	0.00	5,760.85	0.00	0.00	
45106 · USFS Hangar R&M	3,091.92	1,300.00	3,091.92	1,300.00	15,600.00	
45203 · Airfield Maintenance	653.85	6,740.33	653.85	6,740.33	80,883.96	
45400 · Landside Maintenance	383.28	793.33	383.28	793.33	9,519.96	
45600 · Airfield Lighting R&M	561.64	1,325.00	561.64	1,325.00	15,900.00	
45703 · Fog Abatement	0.00	0.00	0.00	0.00	4,240.00	
45800 · Snow & Ice Removal	0.00	0.00	0.00	0.00	283,230.00	
46000 · Custodial Supplies	4,645.51	5,522.15	4,645.51	5,522.15	66,935.91	
46400 · Uniform Expense	1,137.19	4,665.00	1,137.19	4,665.00	55,980.00	
46600 · Employee Training Expense	2,430.00	8,864.17	2,430.00	8,864.17	106,370.04	
46800 · Travel Expense	1,723.56	7,420.50	1,723.56	7,420.50	89,046.00	
47000 · Memberships	389.59	3,056.08	389.59	3,056.08	36,672.96	
47200 · Safety Supplies/Equipment	219.85	3,785.17	219.85	3,785.17	45,421.96	
47303 · Wildlife Mitigation	0.00	666.67	0.00	666.67	8,000.04	
47400 · Meals & PR	1,157.12	2,175.00	1,157.12	2,175.00	26,100.00	
47501 · Marketing	5,983.65	25,000.00	5,983.65	25,000.00	300,000.00	
47600 · Consultants Expense	252.00	5,871.50	252.00	5,871.50	70,458.00	
47605 · Landing Fee Commission Expense	1,418.46		1,418.46			
47707 · Display Expenses	0.00	150.00	0.00	150.00	1,800.00	
47717 · VIC Expenses	0.00	41.67	0.00	41.67	500.04	
80600 · Miscellaneous Expense	0.00	99.67	0.00	99.67	1,196.04	
80611 · BANK Charges	159.19	250.00	159.19	250.00	3,000.00	
Total Expense	557,020.33	784,818.53	557,020.33	784,818.53	9,360,643.38	
et Ordinary Income	611,553.94	439,514.27	611,553.94	439,514.27	1,453,177.63	
her Income/Expense						
Other Income						
31500 · CFCs	90,532.00	139,037.00	90,532.00	139,037.00	935,318.00	
70200 · Interest Income-Unrestricted	6,332.14	0.00	6,332.14	0.00	0.00	
70400 · Project Restricted Interest	62.62		62.62			
89010 · Federal Programs	02.02		52.02			
89000 · Airport Improvement Grants	3,749,628.27	0.00	3,749,628.27	0.00	0.00	
89100 · TSA OTA contribution		0.00	3,749,628.27	0.00	0.00	
	0.00					
89200 · CARES	0.00	0.00	0.00	0.00	0.00	
89500 · PFC Contributions	303.34	0.00	303.34	0.00	0.00	
Total 89010 · Federal Programs	3,749,931.61	0.00	3,749,931.61	0.00	0.00	
Total Other Income	3,846,858.37	139,037.00	3,846,858.37	139,037.00	935,318.00	
Other Expense						
80140 · Note 2019A Interest Expense	51,473.21	0.00	51,473.21	0.00	0.00	
80145 · Note 2019 B Interest Expense	8,505.69	0.00	8,505.69	0.00	0.00	
	8,414.07	0.00	8,414.07	0.00	0.00	
80150 · Note 2022 Interest Expense						
80150 · Note 2022 Interest Expense 80300 · Depreciation		0.00	658 609 42	(1()()		
80300 · Depreciation	658,609.42	0.00	658,609.42	0.00	0.00	
80300 · Depreciation Total Other Expense	658,609.42 727,002.39	0.00	727,002.39	0.00	0.00	
80300 · Depreciation	658,609.42					

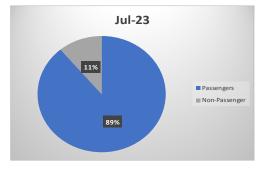
# MISSOULA COUNTY AIRPORT AUTHORITY STATEMENT OF CASH FLOW For the Month Ended July 31, 2023

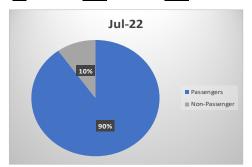
	<u>31-Jul</u>
CASH FLOWS FROM OPERATING ACTIVITIES	¢ 054.407
Cash received from customers	\$ 951,497
Cash paid to suppliers Cash paid to employees and employee benefits	(3,694) (451,579)
Net cash flows from operating activities	496,224
Net easi nows nom operating activities	
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments for capital assets	(3,352,190)
Interest paid on long-term debt	(202,535)
Principal payments on long-term debt	(132,065)
Federal contributions	1,248,378
Subsequent collections of capital contributions	8,312
State grants	4,336
Net cash flows from capital and related financing activities	(2,425,763)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Customer facility charges	90,532
Passenger facility charges	303
Net cash flows from noncapital financing activities	90,835
CASH FLOWS FROM INVESTING ACTIVITIES Interest and investment revenue	6,395
Net cash flows from investing activities	6,395
-	
Net change in cash and investments	(1,832,309)
Cash and investments, beginning of July, 2023	11,601,604
Cash and investments, end of July, 2023	<u>\$    9,769,295</u>
	<u>31-Jul</u>
RECONCILIATION OF INCOME FROM OPERATIONS TO NET CASH FLOWS FROM OPERATING ACTIVITIES Income from operations	\$ 611,554
Adjustments to reconcile loss from operations to net cash flows from operating activities:	
Change in receivables and other assets	(217,077)
Change in prepaid expenses	(252,605)
Change in accounts payable and accrued expenses	354,353
Total adjustments	(115,330)
Net cash flows from operating activities	<u>\$ 496,224</u>

# MISSOULA COUNTY AIRPORT AUTHORITY OPERATING REVENUES & OPERATING EXPENSES % OF GROSS For the Period Ended July 31, 2023 and 2022

								Jul-23	Jul-22			
	Jul-23		Jul-23		 Jul-22		\$DIFF.	% DIFF	· <u> </u>	% of Gross	% of Gross	Change
Passenger Airline Aeronautical Revenue:												
Passenger airline landing fees	\$	107,727	\$ 82,673	\$	25,054		30%	9%	9%	1%		
Terminal arrival fees, rents and utilities		185,618	 155,010		30,608		20%	16%	16%	0%		
Total		293,346	237,683		55,662		23%	25%	25%	1%		
Non-Passenger Aeronautical Revenue:												
Landing Fees from Cargo		3,352	3,489		(137)		-4%	0%	0%	0%		
Landing Fees GA, Military & USFS		7,092	10,875		(3,783)		-35%	1%	1%	-1%		
FBO revenue; contract or sponsor-operated		22,783	22,526		257		1%	2%	2%	0%		
Cargo and hangar rentals		35,724	34,924		799		2%	3%	4%	-1%		
Fuel sales net profit/loss or fuel flowage fees		11,869	9,864		2,005		20%	1%	1%	0%		
Security Reimbursements from Fed govt.		10,377	-		10,377			1%	0%	1%		
Other non-passenger operating revenue (ground handling)		118,278	69,899		48,379		69%	10%	7%	3%		
Total		209,475	151,577		57,898		38%	18%	16%	2%		
Non-Aeronautical Revenue:												
Land and non-terminal facility leases and revenues		32,654	14,966		17,688	·	118%	3%	2%	1%		
Terminal-food and beverage		39,795	27,144		12,651		47%	3%	3%	1%		
Terminal-retail stores & duty free		43,962	44,808		(846)		-2%	4%	5%	-1%		
Terminal-services and other (advertising, vending, other)		22,216	39,749		(17,532)		-44%	2%	4%	-2%		
Rental cars-excludes customer facility charges		301,003	397,357		(96,355)		-24%	26%	41%	-15%		
Parking		179,849	-		179,849			15%	0%	15%		
Other (flight crew parking, badging, utilities reimbursement, other)		5,547	12,777		(7,230)		-57%	0%	1%	-1%		
Ground transportation		40,728	41,924		(1,197)		-3%	3%	4%	-1%		
Total		665,754	 578,725		87,029		15%	57%	60%	-3%		
Total Operating Revenue	\$	1,168,574	\$ 967,986	<u>\$</u>	200,589		<u>21%</u>	<u>100%</u>	<u>100%</u>			

	 Jul-23	 Jul-22	 		% of Gross	% of Gross	Change
Personnel compensation and benefits	\$ 375,306	\$ 300,106	\$ 75,200	25%	67.38%	58.51%	9%
Communications and utilities	43,326	40,897	2,429	6%	7.78%	7.97%	0%
Supplies and materials	44,904	57,349	(12,445)	-22%	8.06%	11.18%	-3%
Contractual services	74,524	98,675	(24,151)	-24%	13.38%	19.24%	-6%
Insurance, claims and settlements	 18,959	 15,848	 3,111	20%	3.40%	3.09%	0%
Total Operating Expenses	\$ 557.020	\$ 512.876	\$ 44.144	9%	100%	100%	





Jul-22

Jul-23

# MISSOULA COUNTY AIRPORT AUTHORITY LONG-TERM DEBT For the Month Ended July 31, 2023

2023	Balance June 30, 2023	Proceeds from Borrowing Payments	Balance July 31, 2023	
Note payable to First Security Bank of Missoula - series 2019A Note payable to First Security Bank of Missoula - series 2019B Note payable to First Security Bank of Missoula - series 2022	\$ 15,316,800 3,449,694 2,575,280 \$ 21,341,774	- (132,065	2,575,280	
Note payable activity for the month ended July 31, 2023: Proceeds from Borrowing Payments	Amount \$ - \$ 132,065	_		
Current estimated debt service payment; payable October 1, 2023 Note payable to First Security Bank of Missoula - series 2019A Note payable to First Security Bank of Missoula - series 2019B Note payable to First Security Bank of Missoula - series 2022	Principal \$ - 132,319 - \$ 132,319 - \$ 132,319	Interest         Total           \$ 154,420         \$ 154,420           25,517         157,836           25,242         25,242           \$ 205,179         \$ 337,498	3 2	



Director's Report August 25, 2023

**Director's Statement:** As expected, July passenger enplanements surpassed last year by a wide margin, and it also broke our July 2019 record. Year-over-year July was up 25.5% and up 6.8% over 2019. We expect August to be a record month as well. Nationally, July finished at 112.0% as compared to 2022 and 98.9% as compared to 2019 levels, so we are greatly exceeding the national averages.

**2023 Air Service Update:** We continue to work with our airline partners to provide as many seats in our market as they deem acceptable. In October we will be hosting numerous airlines along with the rest of the large commercial airports in the state as we have one on one meetings and pitch additional service and new routes.

**Construction:** Steel installation has started so lots of activity over the next several months, the contractor is hoping to get the concrete floors poured before extreme cold sets in later this fall.

**Federal Affairs:** Quiet with Congress and Senate out on fall break. We have met with both Tester and Daines transportation staff as they have both asked us of our priorities as they work on next federal fiscal years budget.

**Master Plan:** On going, staff along with Scott and Shaun will give an update following our Board meeting at our newly standing Facility and Operations Committee.

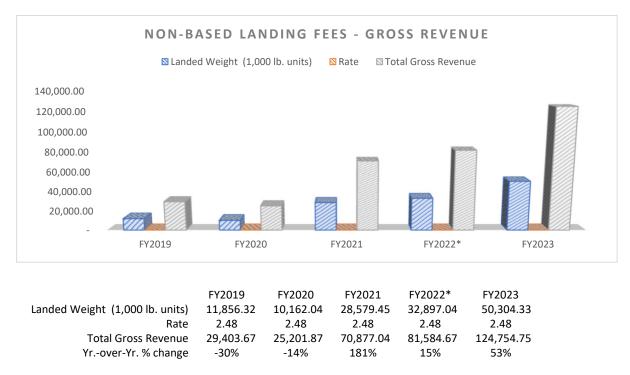
**Board Agenda:** Fairly long Board meeting this month.

- Presentation by MossAdams on Fiscal Year 2023 Audit process and procedures
- Contract with AirBadge, this is our security identification system.
- Award of Bid/Service Contract to Miller Roofing, Inc. for Forest Service Hangar Roof Overlay.
- MCAA Resolution No. 24-01 Trespass on Airport, gives our Public Safety Officers direction on customers that are not traveling or picking up passengers.
- Award of Accounts Payable, Accounts Receivable, and Credit Card Expense digitization and automation to Bill.com, this will save time and provide additional revenue controls.
- Upgrade to Security Server, this is a recommendation from our security review.
- Martel TO-25.1 (construction amendment) is a change order to add in the electrical design scope for our new parking and laydown yard project.

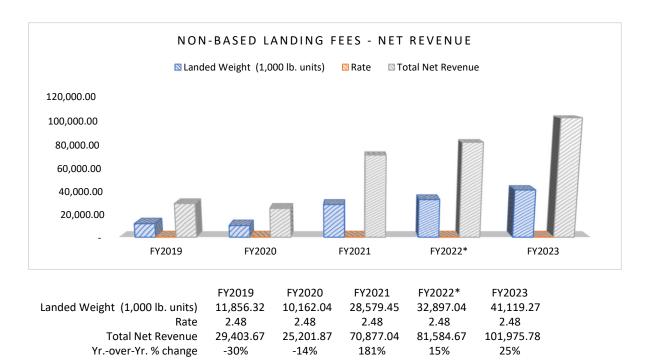
**Misc:** During our "meet the staff" this month we will be introducing Nikki Munro whom we recently hired as our new Human Resources Generalist. She is in week two and is already doing a great job and is fitting in great. Also, we will be showing off an award our ground handling crew recently received from American Airlines, this is a limited award. Like in hockey, the "Stanley Cup" moves from station to station as it is awarded. Andrew Bailey's crew received the award for stellar performance in Q2, for on-time performance, baggage, and customer service comments. Andrew is on a roll; Allegiant Airlines also recently recognized our station for their summer performance.

**Year in review:** As our summer winds down, I would like to point out some of the things our staff has accomplished in the past few months and 2023 fiscal year.

- Once again had a zero discrepancy FAA inspection and clean TSA audit.
- Independent auditors reported that our financial statements were presented fairly, in all material respects. This is referred to as an unmodified opinion or 'clean opinion'.
- The second phase of our new terminal construction is progressing on time, a \$42 million project.
- Completed taxiway rehabilitation, \$1 million dollar project.
- Nearly completed deice ramp expansion, \$7.5 million dollar project.
- Next month we will finish expanded parking, construction laydown area, with added ramp scope to bring that project to nearly a \$3 million combined project.
- Airport Master Plan is well underway.
- FY 2023 revenue was 18% above budget with costs held at 9% above budget.
- Transitioned to Vector landing fee software, staff time savings along with over 300% increase of revenue since 2019 (\$29,403 to \$101,975). Spread sheet attached.
- Became a Sunflower and Sensory Inclusive Airport 4<sup>th</sup> in United States.
- Received \$250,000 in grants that allowed us to transition to numerous electric ground equipment.
- Yearend 2022, moved into the second busiest commercial airport in Montana.
- Record enplanements in summer of 2023 (July), 25.5% year over year and 6.8% over previous record of 2019.



\*Started using Vector in December 2021.



\*Started using Vector in December 2021.

NOTES:

15% commission in FY22. Commission paid to Vector in FY22 totaled \$6,875.65

15% commission from July to September of FY23. 20% commission from October to June of FY23. Commission paid to Vector in FY23 totaled \$22,778.97

# Missoula County Airport Authority Facilities and Operations Committee Meeting Tuesday, July 25, 2023 2:30 pm, Johnson Bell Conference Room

air Larry Anderson
e Chair Winton Kemmis
cretary/Treasurer Deb Poteet
mmissioner Shane Stack
ector Brian Ellestad
puty Director Tim Damrow
ector of Finance and Administration Will Parnell
ministrative Manager Lynn Fagan
field Manager Nate Cole
ief of Public Safety Justin Shaffer
Specialist Dylan O'Leary
ott Bell, Morrison-Maierle
aun Shea, Morrison-Maierle
ry Matson

Chair Larry Anderson called the meeting to order.

Scott Bell of Morrison-Maierle provided an update on the status of the Master Plan process. Scott stated that Chapter 2, Forecasting, has been sent to the FAA for their approval. The group is now working on Chapter 3, Facility Requirements, and Chapter 4, Alternatives, together.

Scott summarized discussions regarding the 826 runway and possible decommissioning, parking, and a possible extension to the Minuteman lease.

Scott stated that the group will start to look at airfield support facilities at its next meeting. Shaun Shea stated that everything is adequate for today; the group will be looking at needs up to the end of the 20-year planning period.

There will be a Facilities and Operations Committee meeting after every Board meeting for the next few months. Scott then laid out the next steps as follows:

- August Airfield Support Facilities
- September Summary of northside recommendations, including parallel runway alternates relating to the location and length of the runway
- October Terminal Expansion
- November Southside aviation-related activities and non-aviation revenue producing opportunities
- December Navigation aids relocation
- January Possible public meeting; 20-year Capital Improvement Plan and cash flow.

Chair Larry Anderson stated that there being no further business, the meeting was adjourned.



# Audit Entrance

Better Together: Moss Adams & Missoula County Airport Authority

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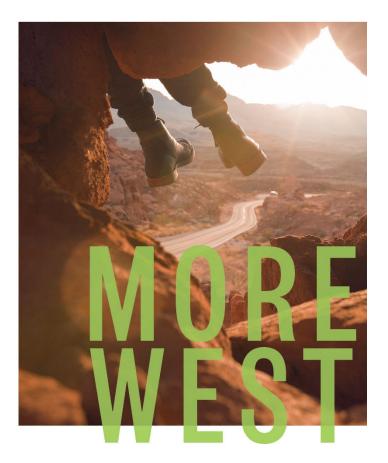
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# Board of Commissioners of the Missoula County Airport Authority (MCAA)

Dear Commissioners:

Thank you for your engagement of Moss Adams LLP, the provider of choice for state and local governments. We're pleased to present our audit plan for Missoula County Airport Authority for the year ending June 30, 2023. We'd also like to discuss current-year developments and auditing standard changes that will affect our audit.

We welcome any questions or input you may have regarding our audit plan, and we look forward to working with you.



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# Your Dedicated Team



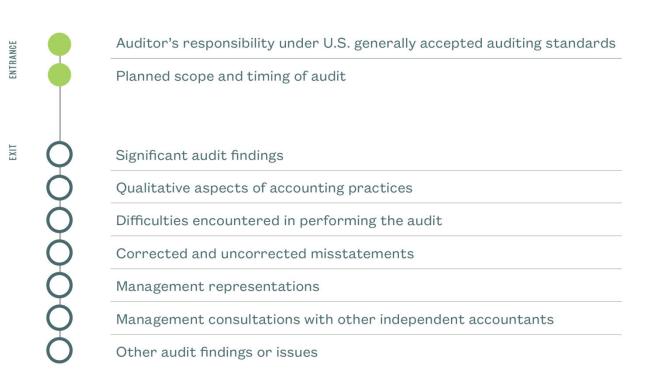


Ashley Osten Engagement Reviewer and Partner

Matthew Parsons Concurring Reviewer and Partner

3 Missoula County Airport Authority

# Required Communications to Those Charged with Governance



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# **Our Responsibilities**

Assess if the financial statements prepared by management with your oversight are fairly presented, in all material respects, and in accordance with U.S. GAAP. However, our audit doesn't relieve you or management of your responsibilities.

Perform an audit in accordance with:

- · Generally accepted auditing standards issued by the AICPA
- *Government Auditing Standards* issued by the Comptroller General of the United States

Design the audit to provide assurance about whether the financial statements are free of material misstatement.

Consider internal controls over financial reporting and compliance as a basis for designing effective audit procedures.

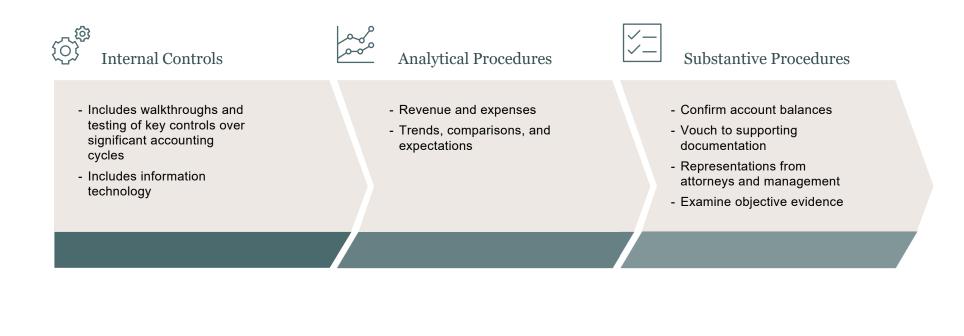
Communicate findings that are relevant to your responsibilities in overseeing the specific matters of financial reporting process and administering federal awards.

When applicable, communicate particular matters required by law or regulation, by agreement with you, or by other requirements applicable to the engagement.



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# Audit Process



# What's Materiality?

It's the amount of a misstatement that could influence the economic decisions of users, taken on the basis of the financial statements.



It's calculated using certain **quantitative** (total assets, total net position, total revenues, total expenditures) and **qualitative** factors (covenants, expectations, or industry factors).

It identifies:

SIGNIFICANT RISK AREAS NATURE, TIMING, EXTENT, AND SCOPE OF TEST WORK

FINDINGS OR MISSTATEMENTS

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# Significant Audit Areas



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# **Consideration of Fraud**

AUDITORS MUST CONSIDER FRAUD TO "IMPROVE THE LIKELIHOOD THAT AUDITORS WILL DETECT MATERIAL MISSTATEMENTS DUE TO FRAUD IN A FINANCIAL STATEMENT AUDIT." To identify fraud-related risks of material misstatement, we:

- · Brainstorm with team
- Conduct personnel interviews
- Document understanding of internal control
- Consider unusual or unexpected relationships identified in planning and performing the audit

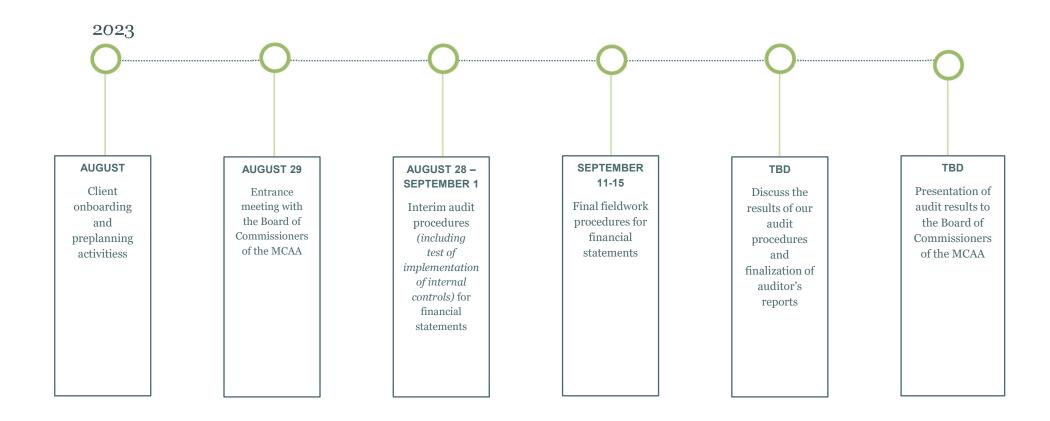
Procedures we perform:

- Examine general journal entries for nonstandard transactions
- Evaluate policies and accounting for revenue recognition
- Test and analyze significant accounting estimates for biases
- Evaluate rationale for significant unusual transactions

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# Audit Timing



# Recent Accounting Developments



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## 

## Standards to be Adopted in 2023

#### GASB 91, Conduit Debt Obligations

Establishes a single method of reporting conduit debt obligations by issuers and eliminates diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures

## GASB 94, Public-Private and Public-Public Partnerships and Availability Arrangements

Improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs) and provides guidance for accounting and financial reporting for availability payment arrangements (APAs).

## 

## Standards to be Adopted in 2023

#### GASB 96, Subscription-Based Information Technology Arrangements

Improve financial reporting by establishing a definition for SBITAs and providing uniform guidance for accounting and financial reporting for transactions that meet that definition.

#### GASB 99, Omnibus 2022

Enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature addressing a variety of topics including leases, PPPs, SBITAs, as well as a variety of other topics.

# An Array of Resources

In today's fast-paced world, we know how precious your time is. We also know that knowledge is key. These resources offer what you need to know, when you need to know it, and in the format that fits your life.



Articles & Alerts Industry-specific insight and important tax and assurance updates



Webcasts On demand and live sessions with our professionals on technical and timely topics



Reports & Guides

A more in-depth look at significant changes and subjects across the accounting landscape

## Contact Us



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(503) 478-2251

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The material appearing in this presentation is for informational purposes only and should not be construed as advice of any kind, including, without limitation, legal, accounting, or investment advice. This information is not intended to create, and receipt does not constitute, a legal relationship, including, but not limited to, an accountant-client relationship. Although this information may have been prepared by professionals, it should not be used as a substitute for professional services. If legal, accounting, investment, or other professional advice is required, the services of a professional should be sought.

Assurance, tax, and consulting offered through Moss Adams LLP. Investment advisory offered through Moss Adams Wealth Advisors LLC. Investment banking offered through Moss Adams Capital LLC.

#### Missoula County Airport Authority Agenda Action Sheet Meeting Date: August 29, 2023

**1. TITLE:** Contract with AirBadge

Review, discussion, and possible approval of contract with AirBadge. **ACTION ITEM** 

- 2. AGENDA CATEGORY: (Please highlight) UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS INFORMATION/DISCUSSION ITEM
- 3. TIME REQUIRED: 5 Minutes
- 4. BACKGROUND INFORMATION: Staff published a Request for Proposals for Badging Services on May 11, 2023 in order to transition to a paperless system and automate several processes. The Board approved the award to AirBadge at the June 2023 regular meeting. Staff has completed negotiations and presents the following contract documents:
  - Agreement for Services;
  - Required Federal Contract Provisions (FAA grant requirement);
  - RFP for Badging Services (included in contract by reference);
  - AirBadge proposal (included in contract by reference);
  - AirBadge Terms of Service.

The effective date for the contract is February 1, 2024. It will take AirBadge some time to implement the new software. Additionally, this will provide some overlap time with our current system.

#### 5. BUDGET INFORMATION:

Budgeted FY24: \$0 Annual cost FY24: \$40,000

#### 6. SUPPLEMENTAL AGENDA INFORMATION:

- **7. RECOMMENDED MOTION**: Move to authorize staff to execute contract with AirBadge as presented.
- 8. **PREPARED BY**: Lynn Fagan
- 9. COMMITTEE REVIEW: None

#### AGREEMENT FOR SERVICES

THIS **AGREEMENT FOR SERVICES** is made and entered into this <u>day of July</u>, 2023, by and between the MISSOULA COUNTY AIRPORT AUTHORITY ("MCAA"), a Montana municipal airport authority, and AirBadge, LLC., a California limited liability company registered to do business in Montana ("Contractor" or "AirBadge").

#### Recitals

- 1. The Missoula County Airport Authority owns and operates the Missoula Montana Airport in Missoula County, Montana ("the Airport");
- MCAA published a Request for Proposals for Airport Badging Services on May 11, 2023 ("the RFP");
- 3. Contractor's proposal was responsive and MCAA has determined that Contractor is qualified;
- 4. After reviewing all proposals, MCAA has determined that Contractor's proposal is the most advantageous to the Airport;

NOW, THEREFORE, for and in consideration of the prompt payment of all amounts due under this Agreement and the performance of the covenants, terms and conditions of this Agreement, the sufficiency of which is recognized by both parties, the parties agree as follows:

- 1. <u>Scope of Services</u>. AirBadge agrees to provide its AirBadge Application to MCAA and related services as provided in AirBadge's response to the RFP. All the provisions of the Request for Proposals ("RFP") and Contractor's response to the RFP are hereby incorporated into this Agreement.
- 2. <u>Contract Documents</u>. The following documents comprise the Contract Documents and are incorporated herein by reference:
  - a. This Agreement for Services;
  - b. Required Federal Contract Provisions;
  - c. Request for Proposals for Airport Badging Services published on May 11, 2023;
  - d. Identification Management System (IDMS) proposal received from AirBadge in response to the RFP, dated June 13, 2023;
  - e. AirBadge Terms of Service

In the event of a conflict between the terms of this Agreement for Services, and the terms of any other Contract Document, the terms of this Agreement for Services will govern.

3. <u>Term</u>. The term of the Agreement shall commence on February 1, 2024 and continue for a term of five years and four months, terminating on June 30, 2028, unless terminated sooner pursuant to the provisions of this Agreement.

- 4. <u>Fees</u>. AirBadge shall invoice MCAA, and MCAA shall pay, an annual subscription fee of \$40,000. The fees shall be paid within thirty (30) days of receipt of Contractor's invoice.
- 5. <u>Representatives</u>. MCAA's Compliance Manager, Jesse Johnson, shall be Contractor's primary contact for all services under this Agreement. Contractor has designated Dylan Smallcomb and Nathan Smallcomb as the individuals responsible for the services under this agreement and for being MCAA's primary contact.
- 6. <u>Independent Contractor Status</u>. The parties agree that Contractor is an independent contractor for purposes of this Agreement and is not to be considered an employee of MCAA for any purpose. Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, each party shall remain an independent Contractor with respect to the other. Contractor will perform or provide its services free from the supervision, direction or control of MCAA. Contractor agrees that it shall comply with the applicable requirements of Montana law relating to worker's compensation insurance. Contractor shall provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of this Agreement.
- 7. Compliance with Laws. Contractor, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures and operating directives as are now or may hereinafter be prescribed by MCAA, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or MCAA including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Contractor, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Contractor or MCAA by the Federal Aviation Administration (FAA) or Transportation Security Administration (TSA). If Contractor, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against MCAA, then, in addition to any other remedies available to MCAA, Contractor will be responsible and will reimburse MCAA in the full amount of any such monetary penalty or other damages. This amount must be paid by Contractor within 15 days from the date of the invoice or written notice.
- 8. <u>Badging</u>. Contractor and its employees that require access to secured areas of the Airport shall be obligated to complete all training and comply with all security requirements and directives issued by MCAA, Transportation Security Administration or other entity having security jurisdiction at the Airport. Contractor and its employees will surrender security badges upon request by MCAA. Physical security media (badges and keys) remain the

property of MCAA. Contractor and its employees shall comply with all security related audits, inspections, and screenings and will immediately return badges to the Airport Public Safety Office when badge holder's employment is terminated, the badge is no longer needed, or the employee/contractor is on extended leave. Misuse of a badge or security procedures will bring about punitive action including suspension or revocation of one or all badges. Contractor shall be invoiced on a regular basis for badging fees as set forth in MCAA's Access Control Card Application. Fees shall be paid within 30 days of invoice.

- 9. <u>Assignability</u>. Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written approval of MCAA.
- 10. Indemnification. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save MCAA, its officers, agents and employees harmless from and against any and all losses, damage, liability, claims, expenses, costs, fines, including but not limited to attorney's fees and court costs, and causes of action of every kind and character occasioned by, growing out of, or in any way arising or resulting from Contractor's presence on or use or occupancy of the Airport, Contractor's acts, omissions, negligence, activities, operations, professional negligence, or malpractice; Contractor's performance, non-performance or purported performance of this Agreement; or any breach by Contractor of the terms of this Agreement or any such acts, omissions, negligence, activities, operations, professional negligence, or malpractice of Contractor's officers, employees, agents, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Contractor, that results in any bodily injury (including death) or any damage to property, including loss of use, incurred or sustained by any party hereto, any agent or employee of any party hereto, any other person whomsoever, or any governmental agency.

In addition to the duty to indemnify and hold harmless, Contractor shall have the duty to defend MCAA, its agents, employees, and officers from all liabilities, claims, expenses, losses, costs, fines and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character. The duty to defend under this section is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor, MCAA, or any indemnified party. The duty to defend arises immediately upon written presentation of a claim to the Contractor.

11. <u>Insurance</u>. Contractor will be required to maintain general commercial liability insurance in the amount of \$1,500,000.00 per occurrence and \$2,000,000.00 in the aggregate.

Each such policy shall be provided by financially sound insurance companies of recognized responsibility and shall be evidenced by a certificate of coverage kept current and on file with MCAA. Each such policy shall name MCAA as an additional insured and provide that it may not be adversely or materially changed, altered, or canceled by the

insured or the insurer during its term without first giving MCAA thirty (30) days written notice in advance.

- 12. <u>Modifications</u>. This Agreement may be modified in writing at any time by mutual agreement of MCAA and Contractor.
- 13. <u>Records</u>. Contractor shall maintain sufficient records incident to the performance of this Agreement to enable MCAA to document the performance of the Agreement. Contractor shall allow access to those records by MCAA. Records shall be maintained for at least three years after completion of this Agreement. Documentation requirements outlined in the RFP are hereby incorporated by reference and made an essential part of this Agreement.
- 14. <u>Ownership and Publication of Materials</u>. All reports, information, data and other materials prepared by Contractor pursuant to this Agreement related to MCAA, but not Contractor proprietary or security information are the property of MCAA, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of MCAA.
- 15. <u>Public Access to Information</u>. Contractor acknowledges that MCAA is a political subdivision of the State of Montana and its records are public and subject to disclosure under Montana law. Certain limited information may be protected from disclosure. Protected information includes information concerning individual privacy, legitimate trade secrets and other constitutionally protected proprietary information and certain information relating to individual privacy or public safety. The parties agree to confer prior to disclosure of information relating to this Agreement and its performance which may include protected information.
- 16. <u>Termination of Agreement</u>. Each party shall have the right to terminate this Agreement with cause if:
  - a. The other party materially violates any provision of this Agreement;
  - b. The other party: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under Federal or Montana statute; (iii) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority; (iv) has liquidated, voluntarily or otherwise; or (v) is unable to perform under the terms of this Agreement.

MCAA reserves the right to cancel this Agreement at any time in event of default or material violation by Contractor of any provision of this Agreement. MCAA may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

- 17. <u>Notices</u>. A notice, demand or other communication under this Agreement by one party to the other shall be sufficiently given or delivered if it is dispatched by mail, postage prepaid, return receipt requested, delivered personally, or by electronic mail; and
  - a. In the case of Contractor is addressed, emailed, or delivered personally to:

Dylan Smallcomb AirBadge, LLC 2777 Yulupa Avenue, #229 Santa Rosa, CA 95405 dylan@airbadge.us

b. In the case of MCAA, is addressed, emailed, or delivered personally to:

Brian Ellestad, AAE Missoula County Airport Authority 5225 Highway 10 West Missoula, MT 59808-9399 bellestad@flymissoula.com

- 18. <u>Governing Law and Venue</u>. This Agreement shall be construed and interpreted pursuant to the laws of the State of Montana. Venue for any dispute or suit concerning this Agreement shall be in Missoula County, Montana.
- 19. <u>Merger</u>. This Agreement represents the entire agreement of the parties hereto and NO REPRESENTATIONS, EXPRESS OR IMPLIED, have been made by any party except as contained herein. This Agreement is in substitution of and supersedes any and all prior agreements, discussions, understandings or conversations between the parties, their agents and employees pertaining to this transaction.
- 20. <u>Partial Invalidity</u>. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 21. <u>Attorney Fees</u>. In any action brought by either party to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to costs, out-of-pocket expenses, expert and lay witness fees and expenses, and such reasonable attorney and paralegal fees as the court shall determine just including any such costs, out-of-pocket expenses and fees incurred on any appeals or in any bankruptcy proceeding.
- 22. <u>Headings and Captions</u>. The various headings, titles, subtitles, captions and numbers and the groupings of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and are to be ignored in any construction of the provisions of this Agreement.

- 23. Waiver. The failure of MCAA or Contractor to insist upon strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of any rights or remedies that either may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants contained in this Agreement.
- 24. Amendments. This Agreement may not be modified, altered or amended in any manner unless such modification, alteration or amendment is reduced to writing and executed by all parties to this Agreement.

IN WITNESS WHEREOF, MCAA and Contractor have executed this Agreement as of the date first written above.

MISSOULA COUNTY AIRPORT AUTHORITY

AIRBADGE, LLC

By: Brian Ellestad, Airport Director

By: Dylan Smallcomb

#### **REQUIRED FEDERAL CONTRACT PROVISIONS**

The following provisions are attached and incorporated by reference into the contract between the Missoula County Airport Authority ("MCAA" or "Owner") and AirBadge, LLC., a California limited liability company registered to do business in Montana ("Contractor").

#### 1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

#### 2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Contractor* must correct the breach. Owner may proceed with termination of the contract if the *Contractor* fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### 3. GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subtier Contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### 4. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

A. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they

may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- D. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Owner or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Owner will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Owner or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Owner to enter into any litigation to protect the interests of the Owner. In addition, the Contractor may request the United States.

#### 5. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

• Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### 6. CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The Contractor, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov

2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.

3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

#### 7. DISADVANTAGED BUSINESS ENTERPRISES

**Contract Assurance (§ 26.13)** - The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime Contractor receives from {Name of recipient}. The prime Contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

#### 8. TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

#### 9. ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq*).

#### **10. FAIR LABOR STANDARDS ACT**

The provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), are incorporated by reference herein with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or

regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### 10. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 11. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

#### **12. PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,

b) The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at: www.epa.gov/epawaste/conserve/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the Contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

#### **14. TERMINATION FOR CONVENIENCE**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.

2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work and as directed in the written notice.

5. Complete performance of the work not terminated by the notice.

6. Take action as directed by the owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

c) reasonable and substantiated claims, costs and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

d) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **15. TERMINATION FOR DEFAULT**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;

2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;

3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;

4. Fails to comply with material provisions of the Contract;

5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements;

6. Becomes insolvent or declares bankruptcy;

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **16. TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R., or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list, or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

#### **17. VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



# AIRPORT BADGING SERVICES RFP

May 11th, 2023



#### 1 I. Invitation to Submit

- The Missoula County Airport Authority ("MCAA") invites the submission of proposals from qualified firms to provide Airport Badging services to comply with all TSA regulatory requirements at the Missoula Montana Airport ("Airport"). Request for Proposals (RFP) and contract documents are available from the Point of Contact, Lynn Fagan by calling (406) 728-4381 during normal working hours or by email at Ifagan@flymissoula.com. Other than with written consent from the Point of Contact, all Proposers, including any persons affiliated with or in any way related to a Proposer, are strictly prohibited from contacting any Commissioners or any MCAA personnel on any matter having to do in any aspect with this RFP after RFP issued date. Any other contact with such persons associated with MCAA shall be made only through and in coordination with the Point of Contact and must be made in writing. Prohibitive or inappropriate contacts made by Proposer may result in the
- 11 disqualification of the Proposer. This requirement will be strictly enforced.
- Submissions must be received by the designated point of contact no later than the due date/time listed in theschedule. Late submissions will not be accepted.
- 14 Firms must present evidence that they are fully qualified and have the necessary facilities, experience, and
- resources to fulfill the conditions of the agreement which will ensure a high standard of service is afforded
- 16 MCAA. MCAA reserves the right to reject any applicant which, in MCAA's opinion does not have adequate
- 17 qualifications. MCAA reserves the right to terminate selection proceedings at any time.

Date	Time	Event			
May 10 <sup>th</sup> , 2023	1pm	RFP Issued			
May 24 <sup>th</sup> , 2023	1pm	Mandatory Pre-Submission Virtual Meeting (see section VIII)			
May 31 <sup>st</sup> , 2023	4pm	Deadline for Follow-up Written Questions			
June 7 <sup>th</sup> , 2023	4pm	MCAA Responses to Written Follow-Up questions due			
June 13 <sup>th</sup> , 2023	4pm	Submissions Due into MCAA Office			

18 Schedule

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#### 19 II. Information for Respondents

- 20 The Missoula County Airport Authority (MCAA) owns and operates the Missoula Montana Airport (MSO).
- 21 Missoula Montana Airport (MSO) is the Gateway to Western Montana. Currently five airlines serve Missoula
- 22 Montana Airport: Alaska, Allegiant, American, Delta, and United. Airlines at MSO collectively provide nonstop
- flights to thirteen destinations: Atlanta, GA; Chicago, IL; Dallas, TX; Denver, CO; Las Vegas, NV; Los Angeles, CA;
- 24 Minneapolis, MN; Oakland, CA; Phoenix-Mesa, AZ; Salt Lake City, UT; San Diego, CA; San Francisco, CA; and
- 25 Seattle, WA (some routes are seasonal). MSO serves approximately 880,000 passengers annually. Missoula
- 26 Montana Airport is financially self-supporting; no local tax revenues are used for the administration, promotion,
- 27 operation, or maintenance of the airport.



#### 28 III. RFP Scope Of Services

The Missoula Montana Airport (Airport) is soliciting proposals from qualified firms for a comprehensive and automated Identity Management System (IdMS) at the Airport. The main function of the system will be to issue Airport Identification (ID) badges. The primary objectives of the IdMS are to enforce business rules for badge issuance; maintain compliance with the Transportation Security Administration's (TSA) regulations and Security Directives (SD); reduce data entry into multiple standalone systems; improve customer service; and achieve a paperless records management process.

- 35 MCAA's current IdMS system includes:
- 36 a. 1 Primary badging workstation, 1 secondary computer with badging software
- 37 b. 1 HID Badge Printer
- 38 c. 1 Valcom ID Camera
- 39 d. 1 Live Scan Guardian fingerprint station
- 40 e. 3 Training workstation's
- 41 Integrations with current IdMS system include:
- 42 a. Crossmatch LSMS
- 43 b. C-CURE 9000

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- 44 c. AAAE IET Learning Suite
- 45 d. Transportation Security Clearinghouse (DAC)
- 46 Current IdMS Process:

MCAA incorporated our current IdMS system in 2011. There are approximately 1,000 active badge holders. The
IdMS system has been enhanced multiple times to comply with TSA regulations as regulations were modified.
The current process and functions that are used to create a badge from start to finish are as follows;

- 50a. Applicant's (New or Renewal) set up a badging appointment using the Airport website. Through a51series of pertinent questions, an appointment is set up using Aquity Scheduling. Once the52appointment is finalized and confirmed, the badging office will receive an email indicating that an53appointment has been scheduled.
  - i. The badging office staff then sends a response email to the applicant with requested badging paperwork and expectations for the appointment.
  - ii. The applicant will be able to either print out the paperwork or can proceed to the Airport administration office for a hard copy.
  - iii. The applicant fills out the paperwork, has the Authorized Signer sign the paperwork, and then proceeds to the badging office with the required ID's during their appointment time.
- 61b.During the appointment, the badging department staff reviews the paperwork to make sure62it is fully filled out and correct, the Authorized Signer has authorized the badging request by63filling out the Signatory section and confirms that the applicant has the appropriate ID's.



64	i.	Once everything looks correct, the applicant's data is added into the badging system
65		software by the badging office staff.
66	ii.	Once the applicant data has been entered and the appropriate badge profile has
67		been created, the badging office staff will prompt the information to automatically
68		be transferred to the Transportation Security Clearing House (DAC) for processing, if
69		no fingerprints are required. If fingerprints are required, the badging office staff will
70		open up the Crossmatch program and the applicants' information will automatically
71		be transferred by the badging office staff entering the applicants newly created
72		unique 5-digit identifier assigned to their profile. The badging office staff confirms
73		that all of the information is correct and proceeds to capture prints.
74		1. Fingerprints are captured using a Live Scan scanner.
75	iii.	Once fingerprints have been accepted in Crossmatch, the information is locked and
76		ready to be transferred to the Transportation Security Clearing House (DAC).
77	iv.	MCAA uses the AAAE IET platform for training. After the applicant's information is
78		sent for background check processing, the badging office staff will log into the AAAE
79		website to review the training profile of the applicant to make sure that data is
80		correct, add additional information as needed by selecting the required training
81		videos and adding contact information.
82	v.	The badging office staff created an excel spreadsheet to keep track of each
83		applicant and the badge type they requested so that appropriate billing is
84		conducted. The spreadsheet is constantly updated depending on where the
85		applicant is in the process from start to finish.
86	c. Each r	norning (M-F) the badging office staff looks up each pending application's profile in
87	TSC ar	nd FPRD to see if they have cleared.
88	i.	Once the applicant passes the background checks, the badging office staff sends out
89		an email to the applicant/s letting them know that they passed and are ready to
90		schedule the next phase of the process. A link is built into the email that takes them
91		to Aquity Scheduling on the Airport website. Once the appointment is scheduled,
92		the badging office will be notified via email.
93	ii.	The applicants have two options to train. One option is using the AAAE IET online
94		training program from their computer or phone. The other option is using the same
95		program but with one of our three training stations located in the badging office.
96	iii.	Once the training is completed, the badge office staff will take a picture of the
97		applicant and print the badge for issuance.
98	d. After	an applicant is issued their badge, the paperwork will be reviewed again for
99	compl	eteness and to make sure errors were not made, then will be filed in the appropriate
100	compa	any 3-ringed binder.
101	b. When badges	are no longer needed, the badge holder is required to turn in the badge to either the
102	Authorized Sig	ner for them to turn into the badging office, or they can take it straight to the badging
103	office. Once a	badge has been turned in, the badging office staff deactivates the badge by marking
104	it recovered/d	lestroyed, pulls the paperwork from the appropriate 3-ringed binder, and places it into
105	a file where it	must be kept for 6 months. After 6 months the paperwork is destroyed.



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Missoula County Airport Authority 5225 Broadway St West Missoula, MT 59808 (406) 728-4381

- 106c.There are two required badge audits per year, the 100% audit and the 10% audit. Both audits are107completed by printing off a PDF for each company that includes all Active and Expired badges. PDF's108are password protected and sent to the Authorized Signer for a specific company. The Authorized109Signer is required to validate that every badge holder within the company that they sign for is still an110employee and has their badge in their possession. The Airport has multiple companies that we are111Authorized Signers for, which requires multiple phone calls and/or emails.
  - a. Once the badges notated on the audit forms are accounted for by the signatory, the completed form is sent back to the badging office. The badging office staff will review the reports and take corrective actions as needed if discrepancies are notated.
  - d. Authorized Signers become authorized signers for a company by completing the required paperwork provided to them by the badging office and taking the required yearly training.
  - a. Yearly training and re-authorizing signatories are completed by requiring the signatories to fill out the paperwork that they initially filled out and complete the initial training. To help keep track, all paperwork is completed in April, regardless of what month they did the initial training.

#### 121 Proposed upgrades to current processes:

- The functionality of the current IdMS system meets all TSA regulations and Security Directives. To meet all the requirements, a lot of time and attention to detail is required so that nothing is overlooked. MCAA is looking to upgrade processes that continue to meet all current TSA regulations and Security Directives but save the badging office processing time and help eliminate the potential for errors. MCAA is soliciting proposals that focus on but are not limited to these primary objectives:
- 127a.Transition to a paperless, automated system that fully integrates and automatically transfers128required data to C-CURE 9000, AAAE IET Learning Suite, TSC and a fingerprint system (we are open129to looking at alternatives to our current fingerprint system).
- b. Automate the Signatory Authority application and training process so that renewal dates are notmissed.
- c. Automate TSA mandated badge audits so that multiple follow up phone calls and emails are not
   needed.
- 134d. Automatically update badge holders and Signatories when the badge holder needs to renew their135badge.

#### 136 IV. Civil Rights

- 137 MCAA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d
- 138 74 to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that
- 139 for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair
- 140 opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the
- 141 grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual
- 142 orientation and gender identity), age, or disability in consideration for an award.



- 143 The successful Respondent shall not discriminate on the grounds of race, color, national origin (including limited
- 144 English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the
- performance of any contract entered into as a result of this RFP. The successful Respondent shall carry out
- 146 applicable requirements of the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be 147 amended from time to time, in the award and administration of any contract entered into as a result of this RFP.
- 148 The requirements of 49 CFR part 26 apply to this contract. It is the policy of the MCAA to practice
- 149 nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract.
- 150 MCAA encourages participation by all firms qualifying under this solicitation regardless of business size or
- 151 ownership.
- 152 If the Respondent is a certified Disadvantaged Business Enterprise ("DBE"), please provide evidence of
- 153 certification with your submission. For information about DBE certification, please contact the Montana
- 154 Department of Transportation or review the information at: <u>Disadvantaged Business Enterprise | Montana</u>
- 155 Department of Transportation (MDT) (mt.gov).
- 156 MCAA encourages all firms to subcontract portions of the work to DBE firms and to include DBE firms on their 89
- 157 teams, even when they might otherwise perform the work with their own forces.

#### 158 V. Format for Submissions

159 Please format your response to this RFP in the following order to facilitate comparisons between respondents:

160	1.	General Contractor Information
161		Please include the following information in your transmittal/cover letter:
162		a. History of the Firm and its experience.
163		b. Names and resumes of the principals in the firm.
164		c. Locations of offices where work will be performed.
165		d. Total number of active or current clients (do not include former clients).
166		e. Total number of public sector clients and list of these clients.
167		f. Number of full-time personnel in the following areas:
168		i. Consulting
169		ii. Installation
170		iii. Training
171		iv. Sales
172		v. Marketing
173		vi. Administrative Support
174	2.	Staff Resources
175		a. Identify by name and title the key personnel who, if your company is selected, will be
176		responsible for providing the information technology services.
177		b. Summarize the experience and technological expertise of these staff and describe the role and
178		responsibilities that each of these individuals will have and indicate their availability.
179		c. If there is a help desk available, please list the hours and days of the week it is available.



180 181 182 183		<ul> <li>d. Describe your problem escalation process, including initial problem identification, triage for priority and severity of problem and steps for resolving problem escalation when a solution is not forthcoming, or an implemented solution is unsatisfactory.</li> <li>e. Indicate your response time and goal and statistics, if any, regarding meeting that goal.</li> </ul>
184	3.	Products Used
185 186 187 188 189 190 191 192 193 194 195		<ul> <li>a. If your firm has preferred or recommended products used to address the expected scope of service items, please identify: <ol> <li>The name of the product.</li> <li>The name of the company which produces the product.</li> <li>The country in which the product was developed.</li> <li>An explanation of features or benefits of the product which have led to your firm's use or recommendation of the product.</li> </ol> </li> <li>b. If your company works with other third parties to meet the scope of services identify the companies and provide contact information for them. <ol> <li>This might include a company which would, for example, provide licensing services for Microsoft.</li> </ol> </li> </ul>
196 197 198 199 200	4.	<ul> <li>Firm's Experience <ul> <li>a. Provide a detailed explanation of your firm's experience as it relates to the Scope of Services and provide a history of experience providing similar services.</li> <li>b. Describe your approach to providing these services and your methodology for providing ongoing support.</li> </ul> </li> </ul>
201	5.	Proposal Form
202		a. Complete the proposal form attached as Addendum A.
203	6.	Insurance
204		a. Provide evidence of insurance.
205 206 207 208		<ul> <li>b. Acceptable evidence includes letters from the Respondent's insurance company (Best A Rating) dated no earlier than two weeks before submittal deadline date and signed by an officer of the insurer and security provider.</li> <li>c. Insurance requirements:</li> </ul>
209 210 211		<ul> <li>i. Commercial General Liability - \$1,500,000 per occurrence; \$2,000,000 aggregate</li> <li>ii. Workers' Compensation – Statutory limits</li> <li>iii. Automobile Liability – Statutory limits</li> </ul>
212 213 214 215		d. Provide evidence that Respondent has not had its insurance coverage (on current or past operations) cancelled during the last 10 years – and if it has –provide an explanation as to why and provide the name/address and name of insurer's contact person (including phone number for the contact person).
216	7.	Pricing
217		a. Provide a list of regularly scheduled management services performed by your organization on a
218		daily, weekly, monthly, or yearly basis to meet the requirements laid out in Section IV. Scope of
219		Services.



220			i. For each service provide an hourly rate and an estimated time spent. (i.e., What are ye	011
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221			going to do on a regular basis, how much will it cost, and how much time will it take?)	
222			ii. Please provide an overall rate for these regularly scheduled management services and	а
223			defined billing period. (i.e. How much are you going to charge and how often?)	
224		b.	Provide a list of non-regularly scheduled services which may need to be performed at the	
225			discretion and request of MCAA or at the suggestion of your organization to meet the	
226			requirements laid out in <u>Section IV. Scope of Services</u> .	
227			i. For each non-regular serve provide an hourly rate for the proposed service and an	
228			expected billable time.	
229			ii. Include billing rates for hourly tech support of any tiers not included in the "regularly	
230			scheduled services" section.	
231	8.	Submi	tal Format	
232		2	Each submitter should send their submission documents electronically by email to the point of	F
		а.		
233			contact indicated in the section Instructions to Respondents.	
234		b.	Documents should be submitted in .PDF or .docx format unless otherwise necessary for	
235			presentation of the file.	
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#### 236 VI. Evaluation of Submissions

237 This RFP will be awarded to the responsible firm who, in MCAA's sole judgment, is deemed most qualified. The 238 selection shall be based on a comparative analysis of the professional qualifications necessary for satisfactory 239 performance of the services required and shall satisfy requirements for open and free competition. MCAA shall appoint a selection committee to evaluate potential firms and shall ensure that the members of the selection 240 241 committee are kept free of pressures, both internal and external, and that they have no conflicts of interest, real 242 or apparent. The selection committee may conduct interviews and inquiries as desired and shall make a 243 recommendation to the MCAA Board of Commissioners. The MCAA Board of Commissioners must approve the final selection. 244

245 Each submission received will be evaluated based on the information required as set forth in Section V above,

246 pursuant to the following selection criteria and rating system:

Scoring Rubric			
Scoring Criteria	Rating Points		
Overall quality and completeness of proposal	10		
Firm's experience and Staff Resources	30		
Products Used	20		
Pricing	30		
References and past history with MCAA			
Total Points 100			



#### 247 VII. Instructions to Respondents

- For this RFP the Point of Contact is Lynn Fagan who is reachable by calling (406) 728-4381 during normal working hours or by email at Ifagan@flymissoula.com.
- 250 The deadline for submissions is indicated in the schedule below. Submissions must be received by the Point of
- 251 Contact no later than the due date/time in the schedule. Each submission must be in the form set forth in the
- 252 RFP, including all required Attachments. Late submissions will not be accepted.
- 253 Proposers should email their proposal by the deadline. The sent time on the email must be at or before the
- submission due date and time. The provided forms must be utilized. It is also highly encouraged for
- 255 Respondents to be practical and economical in presenting the information requested and proposals should not
- exceed ten (10) pages, including all attachments, forms, etc. Any documents submitted by legacy mail or in
- 257 person must be submitted in quadruplicate.

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Date	Time	Event
May 10 <sup>th</sup> , 2023	1pm	RFP Issued
May 24 <sup>th</sup> , 2023	1pm	Mandatory Pre-Submission Virtual Meeting (see <u>section</u> VIII)
May 31 <sup>st</sup> , 2023	4pm	Deadline for Follow-up Written Questions
June 7 <sup>th</sup> , 2023	4pm	MCAA Responses to Written Follow-Up questions due
June 13 <sup>th</sup> , 2023	4pm	Submissions Due into MCAA Office

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#### 260 Virtual Meeting Connection Information

- 261 Microsoft Teams meeting
- 262 Join on your computer, mobile app or room device
- 263 Click here to join the meeting
- 264 Meeting ID: 298 198 459 410
- 265 Passcode: 62vtSj
- 266 <u>Download Teams</u> | Join on the web
- 267 **Or call in (audio only)**
- 268 <u>+1 332-249-0710,,638992582#</u> United States, New York City
- 269 Phone Conference ID: 638 992 582#
- 270 <u>Find a local number | Reset PIN</u>
- 271 <u>Learn More | Meeting options</u>

#### 272 VIII. Miscellaneous Provisions

273 It is the intent of this RFP to describe the services being sought in sufficient detail to secure qualified Proposals.

274 Proposals will be evaluated based upon qualifications and experience for the proposed projects, using a



275 weighted scoring method. Proposals not conforming to the requested format or not in compliance with the 276 specifications will not receive full scoring.

277 MCAA reserves the right to reject any and all proposals received and if all proposals are rejected, to re-advertise 278 under the same or new specifications, or to make such award as in the judgment of MCAA best meets its 279 requirements. MCAA reserves the right to waive any formalities, irregularities and/or technicalities which are 280 not of a substantial nature and to accept the proposal which is in the best interest of MCAA. MCAA reserves the 281 right to determine what constitutes any and all formalities, irregularities, or technicalities. MCAA shall not be 282 obligated to respond to any Proposal submitted or legally bound in any manner whatsoever by the submission 283 of a Proposal.

- 284 Any Proposal submitted as provided herein shall be subject to negotiation at the option of the Authority.
- 285 Submission of a Proposal shall obligate the Respondent to enter into an Agreement with the Authority in
- 286 accordance with the content of the submission. It is specifically understood that the Authority can accept any
- 287 Proposal in its entirety without negotiation and the Respondent shall be obligated to enter into an Agreement with the Authority reflecting that Proposal. The Authority reserves the right to request any Respondent to
- 288 289 clarify its submission or to supply additional information necessary to assist the Authority in its selection.
- 290 Before a contract will be awarded, MCAA may conduct reference investigations as is necessary to evaluate and 291 determine the performance record and ability of the top ranked Respondent(s) to perform the size and type of 292 work to be contracted, and to determine the quality of the service being offered. By submitting a proposal, you 293 authorize MCAA to conduct reference investigations as needed.
- 294 Any and all agreements arising out of this RFP and negotiations that follow shall not be binding or valid against 295 the Authority, its officers, employees, or agents unless approved by the Authority Board of Commissioners and 296 executed by the Authority and the Successful Respondent in accordance with applicable laws.
- 297 The submission of a Proposal shall be considered evidence that the Respondent has investigated all the 298 conditions as described in the RFP Documents and the Respondent is aware of the circumstances and conditions 299 involved. The attention of the Respondent is specifically directed to, and the Respondent will be conclusively 300 presumed to have read and become familiar with all the RFP Documents, which will be available from the 301 Authority Administration Office. No claim for adjustment of the provisions of the Agreement shall be honored 302 after submission on the ground that Respondents were not fully informed as to the conditions which exist.
- 303 The Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or 304 responding to this RFP. All materials and documents submitted in response to the RFP become the property of 305 MCAA and will not be returned.
- 306 No verbal interpretation made to any Respondent as to the meaning or consequence of any portion of the RFP 307 Documents shall be considered binding. Every request for clarification of the RFP Documents shall be made in 308 writing and delivered to Missoula County Airport Authority, 5225 Hwy 10 West, Box 25, Missoula MT. 59808 or 309 by email to lfagan@flymissoula.com. All such requests must be received at least ten (10) days before the 310 established time for receipt of Proposals. Any response by the Authority to a request by a Respondent for 311 clarification will be made in the form of an addendum to the RFP Documents and will be sent to all parties to
- 312 whom the RFP Documents have been issued not later than five (5) calendar days prior to the deadline for



- receiving Proposals. All Addenda so issued shall become part of the RFP Documents. The Authority will not be
- 314 responsible for any oral instructions, interpretations, or explanations.

#### 315 Disqualification and Rejection of Proposal:

- Any of the following causes may be considered as sufficient for the disqualification of a Respondent and therejection of the Proposal:
- Submission of more than one Proposal hereunder by an individual, firm, or corporation under the same or different names.
  - Evidence of collusion among Respondents.
  - A Respondent's default or arrearage under any previous existing agreement with the Authority.
- Existence of any unresolved claims between the Respondent and the Authority.
- The Authority reserves the right to reject any and all Proposals for any reason or for no reason.

#### 324 Withdrawal of Proposal

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- No Proposal may be withdrawn after it has been submitted to the Authority unless the Respondent so requests
  in writing and such request is received by the Authority prior to the Authority's time set for receiving Proposals.
  No Proposal may be withdrawn after the scheduled due date for a period of ninety (90) days.
- Respondent to whom a contract is awarded shall within fifteen (15) days of the date of the receipt of the final
- 329 Agreement negotiated between the Respondent and the Authority deliver said Agreement fully executed. The
- 330 Agreement shall substantially be in the form attached as Appendix "B." All such documents must be executed
- and delivered by the Respondent and approved by the Authority before the Agreement will be executed and
- returned to the Respondent by the Authority. The Authority reserves the right to cancel the award without
- liability, at any time before the Agreement has been fully executed by both parties.
- The Authority reserves the right to reject any or all proposals if it determines that the proposals are not responsive to the RFP or if the proposals themselves are judged not to be in the best interest of the Authority.
- By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its
   principals are presently debarred or suspended by any Federal department or agency from participation in this
   transaction
- 338 transaction.
- All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of
- 340 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in
- full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-
- 342 time workers. The Respondent has full responsibility to monitor compliance to the referenced statute or
- regulation. The Respondent must address any claims or disputes that arise from this requirement directly with
- the U.S. Department of Labor Wage and Hour Division.
- By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract,
   the Offeror –



- is not owned or controlled by one or more citizens of a foreign country included in the list of
   countries that discriminate against U.S. firms as published by the Office of the United States Trade
   Representative (USTR);
- has not knowingly entered into any contract or subcontract for this project with a person that is a
   citizen or national of a foreign country included on the list of countries that discriminate against U.S.
   firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is
   produced in a foreign country included on the list of countries that discriminate against U.S. firms
   published by the USTR.
- This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.
- 359 The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns
- that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by
- reason of changed circumstances. The Contractor must require subcontractors provide immediate written
   notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed
- 363 circumstances.
- Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR §
   30.17, no contract shall be awarded to an Offeror or subcontractor:
- who is owned or controlled by one or more citizens or nationals of a foreign country included on the
   list of countries that discriminate against U.S. firms published by the USTR; or
- whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign
   country on such USTR list; or
- 370 3) who incorporates in the public works project any product of a foreign country on such USTR list.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary
- 374 course of business dealings.
- 375 The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for
- 376 certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a
- prospective subcontractor that it is not a firm from a foreign country included on the list of countries that
   discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is
- 379 erroneous.
- 380 This certification is a material representation of fact upon which reliance was placed when making an award. If
- it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the



- Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontractfor default at no cost to the Owner or the FAA.
- The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror,
   to any person for influencing or attempting to influence an officer or employee of an agency, a Member
   of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection
   with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal
   loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,
   amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for
   influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an
   officer or employee of Congress, or an employee of a Member of Congress in connection with this
   Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit
   Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 397 (3) The undersigned shall require that the language of this certification be included in the award documents
   398 for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and
   399 cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was
   made or entered into. Submission of this certification is a prerequisite for making or entering into this
   transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification
   shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

404

# PROPOSAL



### IDENTIFICATION MANAGEMENT SYSTEM (IDMS) AIRPORT BADGING SERVICES

#### **Dylan Smallcomb** — Chief Revenue Officer, AirBadge LLC

AirBadge LLC is a California Limited Liability Company.

2777 Yulupa Ave #229 Santa Rosa, CA 95405

(707) 321-9363

June 13, 2023

### **GENERAL CONTRACTOR INFORMATION**

**1.a.** History of the Firm and its experience.

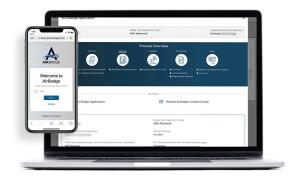
AirBadge LLC is a software development company founded in 2018 with the sole purpose of helping airport badging offices. After noting the challenges that airport badge offices face in managing and maintaining badging and TSA reporting requirements, our team built a user-friendly online platform to streamline operations and improve security.

### SINCE INCEPTION, OUR **COMPANY FOCUSES SOLELY ON IDENTITY MANAGEMENT IN THE AVIATION INDUSTRY**.

Our Software as a Service Model (SaaS) allows airports the ability to focus on efficiency and badge holder experience where AirBadge is solely responsible for the infrastructure, security, version control and updates. In comparison to on-premise solutions, this means you avoid the reliance on internal IT, long implementation processes, outdated versions, and expensive upgrades.



On top of our product, AirBadge has a strategic partnership with The American Association of Airport Executives (AAAE) due to our common goal of supporting the aviation industry. AirBadge LLC develops no other software products, does not work with any other industries, and has no plans to dilute our focus.





### **GENERAL CONTRACTOR INFORMATION**

1.b.

Names and resumes of the principals in the firm.



### NATHAN SMALLCOMB — CHIEF TECHNOLOGY OFFICER

Nathan has been an innovator in the tech industry for more than 25 years. Nathan applies his experience interacting with dozens of airport badge offices directly into the AirBadge platform and modules.

#### **Degrees and Certifications:**

Business Administration, California Polytechnic State University, San Luis Obispo CA Various certifications from companies such as Microsoft, Cisco and Google.

Nathan oversees every aspect of product development and implementation including feature design, user experience, platform stability, application scalability, functional testing and customer success. Nathan loves efficiency and process optimization.

Extended resume and work experience available upon request.



### **DYLAN SMALLCOMB** — CHIEF REVENUE OFFICER

As the Chief Revenue Officer, Dylan handles client relations. He has worked in the aviation space at AirBadge for over 5 years and has 10 years of experience supporting go-to-market activities for software-as-a-service platforms.

#### **Degrees and Certifications:**

Master's in Business Administration (MBA), San Jose University, San Jose, CA Bachelors of Economics, Willamette University, Salem, OR

In addition to Sales, Dylan manages the extensive partner relationships that AirBadge maintains with vendors in the aviation industry.

Extended resume and work experience available upon request.



### **GENERAL CONTRACTOR INFORMATION**

Locations of offices where work will be performed.

We are a remote company with team members based in the following timezones: PT, MT, CT & ET.



1.e.

1.c.

Total number of active or current clients (do not include former clients)

We only service the United States aviation market and currently have six clients.

Total number of active or current clients (do not include former clients)

We do not serve any companies outside of the aviation industry thus our six airports are the total number of AirBadge clients.

# 1.f.

Number of full-time personnel in the following areas:

- i. **Consulting** One (1) + a number of strategic partners including (AAAE)
- ii. Installation Three (3) installation specialists
- iii. Training Two (2) training specialists
- iv. Sales Two (2) Sales specialists
- v. Marketing Two (2) Marketing specialists
- vi. Administrative Support Three (3) Administrative specialists



### STAFF RESOURCES

2.a.

Identify by name and title the key personnel who, if your company is selected, will be responsible for providing the information technology services.

- Nathan Smallcomb, Chief Technology Officer
- Adam Horky, Vice President of Technology
- Jamie Hansen, Communications Director
- Justin Dagen, Co-Founder Detrios

2.b.

Summarize the experience and technological expertise of these staff and describe the role and responsibilities that each of these individuals will have and indicate their availability.



### NATHAN SMALLCOMB — CHIEF TECHNOLOGY OFFICER

Nathan has been an innovator in the tech industry for more than 25 years. Nathan applies his experience interacting with dozens of airport badge offices directly into the AirBadge platform and modules.

Availability: M-F 9:00AM - 5PM PT



### ADAM HORKY - VICE PRESIDENT OF TECHNOLOGY

As the VP of Technology, Adam provides direct management of the software development team. Adam has extensive experience in enterprise-scale application development. He has a strong background in data protection and information security with experience in HIPAA, government, and military environments.

Availability: M-F 9:00AM - 5PM CT



### **JAMIE HANSEN** — DIRECTOR OF COMMUNICATIONS

Jamie is a content specialist who creates and presents information and resources to our clients. Jamie generates documentation and training resources, recommends UI/UX improvements based on client feedback, and manages marketing and public relations campaigns. *Availability: M-F 9:00AM - 5PM ET* 



### JUSTIN DAGEN — CO-FOUNDER, DETRIOS

Justin is a Co-Founder of Detrios and manages the technical integration between AirBadge and C-Cure. He has 17+ years of experience in the access control industry. *Availability: M-F 9:00AM - 5PM ET* 



**2.C.** If there is a help desk available, please list the hours and days of the week it is available.

AirBadge offers self service support to all users: badge holders, authorized signatories; and badge office staff at the following link https://help.airbadge.us/ and within the application. On top of this, we provide training for the authorized signatories and badge office staff as part of the onboarding process. For any support related issues, we have team members in all continental United States time zones.



Describe your problem escalation process, including initial problem identification, triage for priority and severity of problem and steps for resolving problem escalation when a solution is not forthcoming, or an implemented solution is unsatisfactory

The AirBadge platform is monitored by multiple external services for uptime and performance. Any error generated by a user initiated activity is logged, categorized and an Action Item is created within the platform for follow-up activities by the user and the support team as needed. Errors generated by system-initiated activity, such as data archiving, are also logged and categorized, though they are typically only presented to the Tech Team for follow-up. Any and all updates to the platform will be announced and any updates that require downtime will be done during non-business hours.

**2.e.** Indicate your response time and goal and statistics, if any, regarding meeting that goal.

Our goal is to respond to all support issues that occur Monday through Friday within two hours of the notification. Depending on the severity of that support request, we provide either phone, email and/or screen share communication to work to remedy the situation.



### **PRODUCTS USED**

**3.a.** If your firm has preferred or recommended products used to address the expected scope of service items, please identify:

i. The name of the product. **Kojack (Fingerprint Scanner)** 

ii. The name of the company which produces the product. **Integrated Biometrics** 

iii. The country in which the product was developed. **United States** 

iv. An explanation of features or benefits of the product which have led to your firm's use or recommendation of the product:

**The Kojack fingerprint scanner is compact and retails at a reasonable price point, \$900.** Additionally, AirBadge has an out of the box integration with this device cutting down on implementation time and cost.

J.b. If your company works with other third parties to meet the scope of services identify the companies and provide contact information for them.
i. This might include a company which would, for example, provide licensing services for Microsoft.

**Detrios** +1 585-626-5300

154 Cobblestone Court Dr, #224 Victor, NY 14564

https://www.meetdax.com/ Contacts: Justin Dagen and Jason Higley.



### FIRM'S EXPERIENCE

Provide a detailed explanation of your firm's experience as it relates to the Scope of **4.a.** Services and provide a history of experience providing similar services.

AirBadge is fully focused on providing Identity Management to the aviation industry. Given this, we have a strategic relationship with AAAE and have been building our software platform since 2018. Here is how we specifically address the desired objectives in the Scope of Services:

#### **INTEGRATIONS**

AirBadge collects the required information from the badge applicant during the application process. Once collected the platform can distribute information to the fingerprint reader, TSC, AAAE IET and ultimately the access control system, C-CURE 9000. By connecting these systems, we eliminate the need for manual data entry and manual assignment of training courses by the badge office staff. Additionally, this ensures data accuracy across all systems.

#### DIGITAL BADGE OFFICE

we have an integrated file management system that captures documents (badge applications, identity documents, etc.) throughout the badge application process automatically. Eliminating the need to file these documents physically or scan them in manually.

#### SIGNATORY PORTAL

AirBadge provides signatories with the ability to view all badges, take actions against their badge holders (prevent renewal, start renewal, deactivate badge), start and work through badge applications, and complete audits.

#### AUDITS

AirBadge excels at automating TSA-mandated audits. It is reasonable to expect the platform will eliminate 80% or more of the manual effort typically performed by MSO staff. The AirBadge platform will handle the following steps:

- **Creation** Staff can expect to spend less than one minute creating the audit. AirBadge performs TSA • compliant active badge selection for partial (percentage) or full audits and continues with automation...
- Collation Lists of badges under audit are prepared for signatories and companies •
- **Notification** Advice of audit commencement is sent to involved signatories and companies along with response instructions (and training if desired)
- Collection Responses from signatories are received, verified and validated
- **Tallying** Responses are grouped by outcome (success and failures) and progress is presented to staff for monitoring
- **Remediation** Failing audits are instantly cured where possible. For example: lost badges or previously . unreported terminations are synchronized to PACS as deactivated badges and TSC is updated immediately with an appropriate deactivation reason.

(Continued on next page)



- Reminders Sent only to delinquent signatories and companies as needed
- **Closure** The audit can be auto-closed, preventing further responses. This includes the option to autodeactivate all badges that did not receive a verified, validated, successful response. (corresponding notifications are sent to signatories)
- **Issue Tracking** Failing audits which cannot be remediated through automation are organized and presented to staff. Any corrective measures taken are logged
- **Reporting** Data for the report to your TSA inspector is prepared. This includes the very time consuming metric some inspectors demand: ratio by badge type of badges-in-audit to unaccounted-for discovered by audit

#### **RENEWAL TRACKING**

We have automated reminders that go out to badge holders and signatories when it is time for them to renew their badge. We also provide indicators in the application to show when badge holders are under renewal.

**4.** Describe your approach to providing these services and your methodology for providing on-going support.

Throughout the contracted period, our team will make any necessary updates, fixes, repairs, or replacements at no additional charge. We also release new features on an ongoing basis and will ensure any platform related activities will not impact day to day activities at MSO. Updates, which include new features and improvements to existing features, typically occur monthly. Updates to the platform will be announced, and any updates that require downtime will be performed during nonbusiness hours. Fixes and repairs, typically in response to issues reported by our users, are deployed to the platform on a schedule informed by the level of impact to our customers as determined by the Tech Team. Fixes and repairs are also deployed during non-business hours unless the Tech Team determines an immediate release to be appropriate.

### **PROPOSAL FORM**

a. Please find our completed the proposal form at the end of this document.



### INSURANCE

6.a-C.
a. Provide evidence of insurance.
b. Acceptable evidence includes letters from the Respondent's insurance company (Best A Rating) dated no earlier than two weeks before submittal deadline date and signed by an officer of the insurer and security provider.
c. Insurance requirements:

i. Commercial General Liability - \$1,500,000 per occurrence; \$2,000,000 aggregate
ii. Workers' Compensation - Statutory limits
iii. Automobile Liability - Statutory limits

We maintain the appropriate insurance requirements for all of our current clients and will happily provide this information if we are selected at MSO.

Provide evidence that Respondent has not had its insurance coverage (on current or past operations) cancelled during the last 10 years – and if it has –provide an explanation as to why and provide the name/address and name of insurer's contact person (including phone number for the contact person).

We have not had any insurance policies canceled in the past 10 years and will be happy to discuss any documentation that MSO needs regarding insurance if we are selected.

### PRICING

7.a.

6.d.

Provide a list of regularly scheduled management services performed by your organization on a daily, weekly, monthly, or yearly basis to meet the requirements laid out in Section IV. Scope of Services.

AirBadge is a subscription service where all maintenance, support, customer success, upgrades, security, and usage of the platform is included in the annual subscription. Based on the estimate of 1,000 badges the subscription amount would be \$40,000 annually, \$120,000 over a three-year contract.

7.a.i

For each service provide an hourly rate and an estimated time spent. (i.e., What are you going to do on a regular basis, how much will it cost, and how much time will it take?)

Please see the answer for 7. a, all of our services are built into the recurring annual fee.



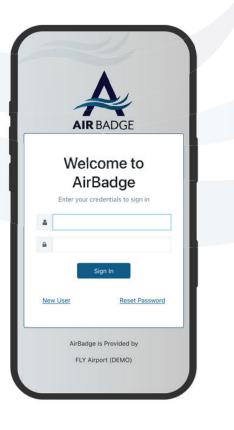
7.b. Provide a list of non-regularly scheduled services which may need to be performed at the discretion and request of MCAA or at the suggestion of your organization to meet the requirements laid out in Section IV. Scope of Services. i. For each non-regular serve provide an hourly rate for the proposed service and an expected billable time.

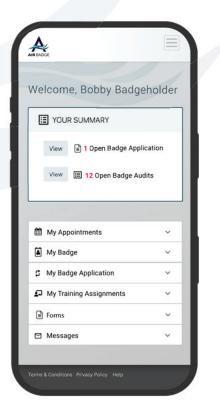
Please see the answer for 7. a, all of our services are built into the recurring annual fee.

7.b.

Include billing rates for hourly tech support of any tiers not included in the "regularly scheduled services" section.

Please see the answer for 7. a, all of our services are built into the recurring annual fee.







# THANK YOU FOR YOUR CONSIDERATION.

We appreciate the opportunity to submit this proposal to MSO. If you have any questions, please contact us.



### **PRIMARY CONTACTS**

### DYLAN SMALLCOMB

Co-Founder/Chief Revenue Officer Mobile: (707) 321-9363 Email: dylan@airbadge.us

### NATHAN SMALLCOMB

Co-Founder/Chief Technology Officer Mobile: (707) 280-4393 Email: nathan@airbadge.us





Missoula County Airport Authority 5225 Broadway St West Missoula, MT 59808 (406) 728-4381

# MCAA Request for Proposal

Response Form

#### Missoula County Airport Authority, Missoula, Montana

This form must be completed in full. Indicate "N/A" where appropriate. If additional room is needed for a response attach an additional sheet of paper.

#### I. Contact Information

Information about the person(s) responding to this RFP. This should be the same person(s) who will be the point of contact for MCAA to reach out to in regard to this RFP.

- A. Contact Name
- B. Contact Role in the Business
- C. Contact Phone Number
- D. Contact Fax
- E. Contact E-Mail Address

Dylan Smallcomb

- **Co-Founder**
- (707) 321-9363
- dylan@airbadge.us

### II. Business Information

Information about the business which the contact is responding to the RFP on behalf of.

 $I \mid C$ 

A. Business Name

AirBadge LLC

B. Doing Business As

C. Business Type

 D. Business Mailing Address

 Address Line 1:
 2777 Yulupa Ave. #229

 Address Line 2:

 City:
 Santa Rosa

 State/Province:
 California

 ZIP Code:
 95405

 Country:
 United States



#### **Business Phone Number** E.

(707) 321-9363

California

dylan@airbadge.us

- F. Business Fax
- G. Business E-Mail Address
- H. Business Registration State
- I. Business Registration Date
- J. Business registered in the state of Montana?
- K. Business Owner/Stakeholder(s)

#### 111. **Business History**

04/2018No Dylan Smallcomb and Nathan Smallcomb

Describe a brief history of the Business entity. Note any changes in the Business's name and ownership structure and

any other dbas under which the company has been doing business. Please indicate airport experience if any.

AirBadge LLC was founded in California in 2018. We have always used this as our entity name. We currently have six airports that we support and are solely focused on Identity Management in the aviation space.



#### IV. Business Financials

1. List three (3) credit references, including at least one banking reference.

Reference Name	Reference Address	Reference Phone Number		
JPMorgan Chase & Co	270 Park Ave., New York, NY, 10017	(212) 270-6000		

- 2. Please circle Yes or No to indicate whether the Business and any joint venture or affiliate entities have ever been involved in one of the following actions:
  - A. File a petition in bankruptcy court. Yes (No
  - B. Filed for protection from creditors in bankruptcy court. Yes (No
  - C. Had involuntary proceedings filed in bankruptcy court. Yes (No
  - D. Have an expectation of doing any of the three (3) actions above in the next six (6) months? Yes (No
- 3. If you have answered Yes to any of the above, please briefly describe below the circumstances and status of each occurrence.

· · · · · · · · · · · · · · · · · · ·	



Missoula County Airport Authority 5225 Broadway St West Missoula, MT 59808 (406) 728-4381

4. Has Business defaulted on a loan or a contract or performance agreement for the delivery of services/product at an airport or other facility? Yes (No)

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- 5. For owners of a closely held corporation: Attach a personal financial statement current within three (3) months from date of submittal.
- Attach a list of any judgments against Business or any litigation pending against the Business and describe circumstances. Also list any judgments against Business which have been satisfied within the last five (5) years and explain.
- 7. Attach a list of any outstanding tax liens against the Business with an explain of each.
- 8. Business shall supply information as to whether any of its officers and/or principals have been convicted of a felony or whether the Business is currently involved in legal proceedings regarding its performance or delivery of its services to a vendor/service provider, property owner, airport owner or its agent or other party. If it is, it shall supply a brief narrative describing the situation.

### V. Conditions of Proposal Submission

Submission of Proposal constitutes a firm offer to the Authority and may be accepted by the Authority at any time prior to 120 days after the submission deadline.

### VI. Acknowledgment of the Proposal Required

This Proposal is being submitted in response to a specific Request For Proposal/Qualification supplied to the Business buy an authorized representative of the Missoula County Airport Authority.



Missoula County Airport Authority 5225 Broadway St West Missoula, MT 59808 (406) 728-4381

Defined terms below shall have the meanings given them in the Request for Proposal.

The undersigned having:

- 1. Carefully examined the RFP document.
- 2. Become familiar with all terms and conditions specified in the RFP document.
- 3. Completed answers to all forms and responded fully to the RFP document requests for information.

represents and warrants to the Authority as follows:

- 1. The undersigned person(s) are authorized representatives of the Business.
- 2. All information submitted by the Business in the proposal package is complete, accurate, and truthful.

(Note: If Business is a joint venture, all joint venture partners must sign; if Business is a corporation, at least Business's president and secretary must sign.)

#### Signatures

#### Signatory 1

Signature	Dylan Smallcomb	Signatory Title	Co-Founder
Drinted Name	0	Data	040/00
Printed Name	Dylan Smallcomb	Date	6/12/23
Signatory 2			
Signature	Nathan Smallcomb	Signatory Title	Co-Founder
Printed Name	Nathan Smallcomb	Date	6/12/23
Signatory 3			
Signature		Signatory Title	
Printed Name		Date	
Attested By			
Secretary			
Signature		Signatory Title	
Printed Name		Date	





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# **Terms of Service**

# **Terms of Service**

Last updated: Nov 7, 2021 12:17 AM

Please read this Terms of Service ("Terms," "Terms of Service") carefully before using the AirBadge Application (the "Application") operated by AirBadge LLC, a(n) Limited Liability Company formed in California, United States ("us," "we," "our") as this Terms of Service contains important information regarding limitations of our liability. Your access to and use of this Application is conditional upon your acceptance of and compliance with these Terms. These Terms apply to everyone, including but not limited to visitors, users and others, who wish to access and use the Application.

By accessing or using the Application, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have our permission to access or use the Application.

# Accounts

When you create an account on our Application, you guarantee that you are 18 years of age or older and that the information that you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Application.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all

activities or actions that occur under your account and/or password, whether your password is with our Application or a third party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to terminate your account anytime at our sole discretion. You can terminate your account Contact your airport's badging authority.

# **Comments and uploading content**

By submitting a comment or uploading content onto this Application, you grant AirBadge LLC a worldwide, non-exclusive, perpetual, royalty-free license to reproduce, publish and distribute the comment or content. When you make a comment or upload any content onto this Application, you agree that such comment or content may be viewed by other parties and it is your responsibility to ensure that the comment or content does not contain any confidential or proprietary information. You are also responsible for ensuring that your content or comment does not violate any laws, rules or regulations. We reserve the right to remove any content or comment at any time in our sole discretion.

The following is a non-exhaustive list of types of content or comments that you are prohibited from posting on our Application:

- Content that harasses others;
- Content that is discriminatory or offensive;
- Swearing, name calling and otherwise abusive content;
- Content displaying, depicting or suggesting violence;
- Content encouraging or committing illegal acts;
- Content infringing on someone's rights, including intellectual property rights.

# **Prohibited uses**

You agree that you will use this Application in accordance with all applicable laws, rules, regulations and these Terms at all times. The following is a nonexhaustive list of prohibited uses of this Application. You agree that you will not perform any of the following prohibited uses: 1. Impersonating or attempting to impersonate AirBadge LLC or its employees, representatives, subsidiaries or divisions;

2. Misrepresenting your identity or affiliation with any person or entity;

3. Sending or attempting to send any advertising or promotional material, including but not limited to spam, junk mail, chain mail or any similar material;

4. Engaging in any conduct that restricts or inhibits any person's use or enjoyment of the Application, or which, as determined in our sole discretion, may harm us or the users of this Application or expose us or other users to liability;

5. Using the Application in any manner that could disable, overburden, damage or impair the Application or interfere with another party's use of the Application;

6. Using any robot, spider or other similar automatic technology, process or means to access or use the Application for any purpose, including monitoring or copying any of the material on this Application;

7. Using any manual process or means to monitor or copy any of the material on this Application or for any other unauthorized purpose;

8. Using any device, software, means or routine that interferes with the proper working of the Application, including but not limited to viruses, trojan horses, worms, logic bombs or other such materials;

9. Attempting to gain unauthorized access to, interfering with, damaging or disrupting any parts of the Application, the server(s) on which the Application is stored, or any server, computer or database connected to the Application;

10. Attempting to attack or attacking the Application via a denial-of-service attack or a distributed denial-of-service attack;

11. Otherwise attempting to interfere with the proper working of the Application;

12. Using the Application in any way that violates any applicable federal, state or local laws, rules or regulations.

# **NO WARRANTY ON APPLICATION**

THIS APPLICATION IS PROVIDED "AS IS," NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO THIS APPLICATION, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

# Availability, errors and inaccuracies

We assume no liability for the availability, errors or inaccuracies of the information, products or services provided on this Application. We may experience delays in updating information on this Application and in our advertising on other websites. The information, products and services found on the Application may contain errors or inaccuracies or may not be complete or current. Products or services may be incorrectly priced or unavailable. We expressly reserve the right to correct any pricing errors on our Application. The inclusion or offering of any product or service on this Application does not constitute an endorsement or recommendation of such product or service by us.

# DAMAGES AND LIMITATION OF LIABILITY

IN NO EVENT SHALL AIRBADGE LLC BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO, DISPLAY OF OR USE OF THIS APPLICATION OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THIS APPLICATION, INCLUDING BUT NOT LIMITED TO YOUR RELIANCE UPON OPINIONS OR INFORMATION APPEARING ON THIS APPLICATION; ANY COMPUTER VIRUSES, INFORMATION, SOFTWARE, LINKED WEBSITES OPERATED BY THIRD PARTIES, PRODUCTS OR SERVICES OBTAINED THROUGH THIS APPLICATION, WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY, CONSUMER PROTECTION STATUTES OR OTHERWISE, EVEN IF AIRBADGE LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# Intellectual property and DMCA notice and procedure for intellectual property infringement claims

All contents of this Application are ©2020 - 2023 AirBadge LLC or third parties. All rights reserved. Unless specified otherwise, this Application and all content and other materials on this Application including but not limited to all logos, designs, text, graphics, pictures, information, data, software, sound files and arrangement thereof (collectively, "Content") are the proprietary property of AirBadge LLC and are either registered trademarks, trademarks or otherwise protected intellectual property of AirBadge LLC or third parties in the United States and/or other countries.

If you are aware of a potential infringement of our intellectual property, please contact AirBadge Legal Team at legal@airbadge.us.

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Application infringes on the copyright, trademark or other intellectual property rights of any person or entity.

If you believe in good faith that the Content infringes on your intellectual property rights, you or your agent may send us a written notice of such infringement titled "Infringement of Intellectual Property Rights - DMCA." Your notice to us must include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property right's interest;

2. A description of the work that you claim has been infringed, including the URL (i.e., web page address) of the location where the work exists or a copy of the work;

3. Your name, email, address and telephone number; and

4. A statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the work, its agent or the law.

Please note that we will not process your complaint if it is not properly filled out or is incomplete. You may be held accountable for damages, including but not limited to costs and attorneys' fees for any misrepresentation or bad faith claims regarding the infringement of your intellectual property rights by the Content on this Application.

You may submit your claim to us by contacting us at:

AirBadge LLC AirBadge Legal Team legal@airbadge.us 7072784003 701 4th St ste 201a, Santa Rosa, CA 95405 UNITED STATES

# Governing law, severability, dispute resolution and venue

These Terms shall be governed and construed in accordance with the laws of the state of California, United States, without regard to its conflict of laws provisions. THESE TERMS SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF INTERNATIONAL GOODS, THE UNIFORM COMMERCIAL CODE, NOR INCOTERMS.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between you and us regarding our Application, and supersede and replace any prior agreements we might have had with you regarding the Application.

Any controversy or claim arising out of or relating to these Terms including but not limited to the interpretation or breach thereof shall be resolved in a court of competent jurisdiction in Sonoma County, California.

YOU AND AIRBADGE LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

# **Changes to Terms of Service**

We reserve the right to make changes to these Terms of Service at any time. We will not provide you with any notice when we make changes to this Terms of Service.

# Questions

If you have any questions about our Terms of Service, please contact us at legal@airbadge.us.



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#### Missoula County Airport Authority Agenda Action Sheet

Meeting Date: August 29, 2023

#### 1. **TITLE:** Laydown Yard and Fuel Truck Service Road Change Order

Review, discussion and possible approval of an additive change orders to the respective contract GMP's for Martel Construction and Morrison-Maierle as it relates to the Laydown Yard and Fuel Truck Service Road. **ACTION ITEM** 

- 2. AGENDA CATEGORY: (Please highlight) UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS INFORMATION/DISCUSSION ITEM
- 3. TIME REQUIRED: 5 Minutes
- 4. **BACKGROUND INFORMATION**: This amendment is for the installation of the electrical components of the project. Electrical design for this project was delayed as we progressed through the Master Plan and determined how this project could positively impact future parking needs at the Airport. As a result of planning, additional site lighting, security cameras and future connections have been added to this project. Those components have been designed for expandability in the future in order to function as part of the immediate and long-term parking solutions for the Airport.

The electrical bidding package was priced with existing subcontractors associated with the East Concourse and Laydown Yard projects. The pricing set was reviewed and vetted by Martel Construction, Morrison-Maierle and Airport Staff to evaluate potential cost savings measures in preparation of the Guaranteed Maximum Price amendment.

As a result of the electrical bid proposal, Martel Construction is proposing an increase to the GMP in the amount of \$361,090.00. This brings the total GMP for this project to an amount of \$2,486,379.50

- 5. BUDGET INFORMATION: Amount Required: \$361,090.00 This project is funded using terminal financing
- 6. SUPPLEMENTAL AGENDA INFORMATION: Martel Construction Change Order.
- **7. RECOMMENDED MOTION**: Move to accept the additive change order to increase the Guaranteed Maximum Price from Martel Construction in the amount of \$361,090 to Martel Contract #25.
- 8. **PREPARED BY**: Brian Ellestad
- 9. COMMITTEE REVIEW: None



### MARTEL CONSTRUCTION, INC.

MAIN OFFICE 1203 SOUTH CHURCH AVENUE BOZEMAN, MONTANA 59715-5801 (406) 586-8585 FAX (406) 586-8646

### **Change Order**

August 25, 2023

361,090.00

PROJECT #	22.010
MSO FTAR	
5225 HWY 10 West	
Missoula, MT 59808	
Contract Amendment #24	

Owner Missoula MT Airport 5225 HWY 10 West Missoula MT 59808

Attn: Shaun Shea

Change Order #1

The Contract is changed as follows:

Additive Change Order to add funds for the Electrical Scope to the FTAR Project.	361,090.0
Subtotal:	361,090.00

Total Amount of Change Order

The Original Contract Sum was2,125,289.50Net Change by Previously Authorized Change Orders0.00The Contract Sum Prior to this Change Order2,125,289.50The Amount of this Change Order is361,090.00The New Contract Sum Including this Change Order2,486,379.50

CONTRACTOR:

Martel Construction, Inc.

By:

Date:\_\_\_\_\_

OWNER:

**Missoula MT Airport** 

By:\_\_\_\_\_

Date:\_\_\_\_\_

#### Missoula County Airport Authority Agenda Action Sheet

Meeting Date: August 29th, 2023

#### 1. TITLE: New 60 mil TPO roof overlay on Forest Service Hanger

2. AGENDA CATEGORY: (Please highlight) UNFINISHED BUSINESS <u>NEW BUSINESS</u> COMMITTEE REPORTS INFORMATION/DISCUSSION ITEM

#### 3. TIME REQUIRED: 10 minutes

4. **BACKGROUND INFORMATION:** Every year we spend time and material reattaching the metal roof back to structure to eliminate roof leaks at the hanger. These leaks come from the expansion and contraction of the metal roof and the uplifting effects from the wind as it puts pressure on the bottom side of the roof structure when the large hanger door is open. The effects from the above conditions have created large holes and tear's at the fastener locations thus creating roof leaks inside the hanger. We would like to install a 20-year, 60 mil TPO roof overlay on the hanger to stop any more damage to the structure and aircraft below.

#### 5. BUDGET INFORMATION:

Amount Required: Budget amount available: \$233,730 \$290,000 in this year's capitol for the project

- 6. SUPPLEMENTAL AGENDA INFORMATION: After publishing and putting the project out to bid, we received 2 bids for the project Miller Roofing: \$233,730 Summit Roofing: \$234,760
- **7. RECOMMENDED MOTION**: Move to award the contract to install a 60 mil TPO overlay with a 20-year warranty on the Forest Service Hangar to Miller Roofing Inc. in the amount of \$233,730.
- 8. **PREPARED BY**: Thad Williams
- 9. COMMITTEE REVIEW:

#### FOREST SERVICE HANGAR ROOF OVERLAY BID TABULATION

	MILL	ER ROOFING	SUMMIT ROOFING		
Base Bid	\$	191,520.00	\$	185,767.00	
Lower Roof Addon	\$	42,210.00	\$	48,993.00	
	\$	233,730.00	\$	234,760.00	



#### NOTICE OF AWARD

August 3, 2023

TO: Miller Roofing, Inc. PO Box 16644 Missoula, MT 59808-6644

The Missoula County Airport Authority (MCAA), having considered the Proposals submitted for the USFS Hangar Roof Overlay and it appearing that your proposal of Two Hundred Thirty-Three Thousand Seven Hundred and Thirty Dollars (\$233,730) is fair, equitable and to the best interest of MCAA, and having authorized the work to be performed, the said Proposal is hereby accepted at the bid prices contained therein.

In accordance with the terms of the Contract Documents, you are required to execute the formal Contract Agreement (Supply Contract) and furnish the required Supply Contract Bond within ten consecutive calendar days from and including the date of this notice.

The Bid Bond submitted with your Proposal will be returned upon execution of the Contract Agreement (Supply Contract) and the furnishing of the Supply Contract Bond. In the event you should fail to execute the Contract Agreement (Supply Contract) and furnish the Supply Contract Bond, within the time specified, said Proposal Guaranty will be forfeited to the Sponsor.

Missoula County Airport Authority

By

Brian Ellestad, Airport Director Missoula County Airport Authority

#### SUPPLY CONTRACT

THIS CONTRACT, made as of the\_29<sup>th</sup> day of August, 2023 by and between **MISSOULA COUNTY AIRPORT AUTHORITY**, hereinafter called the OWNER, and Miller Roofing, Inc., hereinafter called the CONTRACTOR.

WITNESSETH THAT, whereas the OWNER intends to procure construction of "Airport Improvements" for use at the **MISSOULA MONTANA AIRPORT**, consisting of:

Overlay of current metal roof on Forest Service Hanger with 20-year, 60 mil TPO roof, to include flute filler, approved roof boards and all fasteners/sealants to be installed with daily trash removal. This work includes the main hangar roof and the alternate bid lower roof, as well as all tools, equipment, materials and labor to complete the project.

hereinafter called the PROJECT, in accordance with Specifications and other Contract Documents prepared by Morrison-Maierle, Inc., hereinafter called the ENGINEER, and as such designated by the parties hereto as an agent for the OWNER to protect the interests of the OWNER and to ensure that the CONTRACTOR's work is done in full compliance with the terms of this CONTRACT.

NOW, THEREFORE, the OWNER and the CONTRACTOR, for the considerations herein set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project included in the following units and items of the Proposal in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract:

- 1. <u>CONTRACT TIME</u>: Work under this Contract shall be commenced upon written notice to proceed and shall be completed on or before June 1, 2024. Work shall be scheduled and shall proceed in a manner which will allow the CONTRACTOR to meet these requirements.
- 2. <u>SUBCONTRACTORS</u>: The CONTRACTOR agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between subcontractor and the OWNER.
- <u>CONTRACT PRICE</u>: THE OWNER AGREES to pay, and the CONTRACTOR agrees to accept, in full payment for the performance of this Contract, the Contract amount of <u>Two</u> <u>Hundred Thirty-Three Thousand Seven Hundred and Thirty Dollars (\$233,730)</u> based on the prices stipulated in the Proposal and in accordance with the provisions of the Contract Documents.
- 4. <u>CONTRACT DOCUMENTS</u>: The term "CONTRACT DOCUMENTS" as used herein shall mean and include the documents listed below, all of which are by this reference incorporated into and made a part of this Contract. In the event any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract

Document first listed below shall govern, except as otherwise specifically stated:

- a. Supply Contract (This Instrument);
- b. Supply Contract Bond;
- c. Legal and Procedural Documents:
  - i. Invitation to Bid
  - ii. Bid Proposal
  - iii. Evidence of Competency
  - iv. Proposal Guaranty Bid Bond
- 5. <u>SUCCESSORS AND ASSIGNS</u>: This contract and all of the covenants hereof shall insure to the benefit of, be binding upon the OWNER and the CONTRACTOR respectively, and his partners, successors, assigns, and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign or transfer his interests or obligations hereunder without written consent of the other party.
- 6. <u>CONSENT TO ASSIGNMENT</u>: The Contractor shall obtain the prior written consent of the OWNER to any proposed assignment of any interest in or part of this contract.
- 7. <u>ATTORNEY'S FEES</u>: In the event either party engages the services of an attorney to enforce any provisions hereof or to secure payments, the prevailing party shall receive from the other party all costs, charges and expenses, including reasonable attorney's fees.
- 8. <u>REQUIRED FEDERAL PROVISIONS</u>: These federal provisions are hereby a part of this supply contract and shall be incorporated in whole or by reference into all subcontracts.
  - a. <u>General Civil Rights</u>. The Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.
  - b. <u>Compliance with Nondiscrimination Requirements</u>. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
    - i. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
    - 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
    - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- v. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- ix. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).
- c. <u>Nondiscrimination</u>. The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- d. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>. In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of

materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- e. <u>Information and Reports</u>. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- f. <u>Sanctions for Noncompliance</u>. In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- g. <u>Incorporation of Provisions</u>. The Contractor will include the provisions of paragraphs b through g in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- h. Contract Workhours and Safety Standards.
  - i. <u>Overtime Requirements</u>. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - ii. <u>Violation</u>. In the event of any violation of the clause set forth in paragraph (h) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this clause.

- iii. <u>Withholding of Unpaid Wages and Liquidated Damages</u>. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (j) of this clause.
- iv. <u>Subcontractors</u>. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (i) through (I) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (I) of this clause.
- i. <u>Occupational Health and Safety</u>. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor Occupational Safety and Health Administration.
- j. <u>Procurement of Recovered Materials.</u> Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:
  - i. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
  - ii. The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPAdesignated products if the contractor can demonstrate the item is:

- i. Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- ii. Fails to meet reasonable contract performance requirements; or
- iii. Is only available at an unreasonable price.
- k. <u>Termination for Convenience.</u> The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:
  - i. Contractor must immediately discontinue work as specified in the written notice.
  - ii. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
  - iii. Discontinue orders for materials and services except as directed by the written notice.
  - iv. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
  - v. Complete performance of the work not terminated by the notice.
  - vi. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 3) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 5) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 6) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

- I. <u>Termination for Default.</u> The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:
  - i. Fails to commence the Work under the Contract within the time specified in the Notice- to-Proceed;

- ii. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
- iii. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
- iv. Fails to comply with material provisions of the Contract;
- v. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
- vi. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeablecauses beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

9. <u>Prevailing Rate of Wages</u>. Work performed under this Contract is subject to Montana's Standard Prevailing Rate of Wages as set forth in Montana Code Annotated Title 18, Chapter 2, Part 4. Contractors shall be required to pay wage rates as determined by the Commissioner of Labor and Industry ("Commissioner"). The standard prevailing rate of wages, including fringe benefits, is the greater of the highest applicable rate of wages in the area for the particular work in question as negotiated under existing and current collective bargaining agreements or the rate determined by the applicable survey under Montana Code Annotated Title 18, Chapter 2, Part 4.

IN WITNESS WHEREOF, the parties have made and executed this Contract this day and year first above written.

Missoula County Airport Authority 5225 Highway 10 West Missoula, Montana 59808

By: Brian Ellestad, Airport Director

Miller Roofing, Inc. PO Box 1644 Missoula, MT 59808-6644

By: Daniel Miller, Treasurer

Missoula County Airport Authority Agenda Action Sheet Meeting Date: August 29, 2023

1. TITLE: MCAA Resolution No. 24-01 Trespass on Airport

Review, discussion, and possible approval of MCAA Resolution No. 24-01 Trespass on Airport. **ACTION ITEM** 

- 2. AGENDA CATEGORY: (Please highlight) UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS INFORMATION/DISCUSSION ITEM
- 3. TIME REQUIRED: 5 Minutes
- 4. BACKGROUND INFORMATION: Similar to other sites around the City and County, the Airport has experienced an increase in the homeless population in the terminal building and on airport property. In combination with increased volumes of passengers, individuals who do not have business at the airport pose a safety and security risk. In response, the public safety department requested they be granted authority to remove individuals who are simply loitering on airport property. This Resolution provides the officers with authority to remove individuals who do not have legitimate airport business if they do not comply with verbal requests to do so and to potentially charge them with criminal trespass.

# 5. BUDGET INFORMATION:

Budgeted FY24: \$0 Annual cost FY24: \$0

## 6. SUPPLEMENTAL AGENDA INFORMATION:

- **7. RECOMMENDED MOTION**: Move to approve MCAA Resolution No. 2024-01 Resolution Regarding Trespass on Airport Property.
- 8. PREPARED BY: Lynn Fagan
- 9. COMMITTEE REVIEW: None

### MISSOULA COUNTY AIRPORT AUTHORITY RESOLUTION NO. 2024-01

#### RESOLUTION REGARDING TRESPASS ON AIRPORT PROPERTY

#### RECITALS

- A. The Missoula County Airport Authority (the "AUTHORITY") owns and operates the Missoula Montana Airport (the "Airport"), a commercial service airport, pursuant to Title 67, Chapter 11, Montana Code Annotated;
- B. The AUTHORITY is charged with the obligation to operate, regulate and protect and the Airport as a public facility for the accommodation of air commerce;
- C. The AUTHORITY is authorized to adopt, amend, and repeal such reasonable resolutions, rules, and orders as it shall deem necessary or the management of the Airport;
- D. The Airport has limited space and physical limitations that cannot accommodate those without a legitimate airport business;
- E. The Airport has high and increasing volumes of passenger traffic;
- F. The Airport is a high-risk location where those without airport business pose a general safety and security risk to the airport, airport staff, and the travelling public;
- G. The Airport has experienced an increase in persons occupying the Airport without any legitimate purpose or business related to airport services or facilities;

**NOW THEREFORE, BE IT RESOLVED** that the Authority finds that all the facts and conclusions set forth in the Recitals are true and correct and that it is therefore necessary to adopt and implement the following:

- 1. No person shall enter or remain in any area of the Airport unless the person has legitimate airport business.
- 2. Legitimate airport business includes:
  - a. Working at the Airport;
  - b. Engaging in permitted commerce;
  - c. Conducting an activity for which a permit has been issued by the Authority;
  - d. Departing the Airport as a ticketed airline passenger;
  - e. Arriving at the Airport as a ticketed airline passenger;
  - f. Engaging an airline for customer service purposes, such as purchasing or rescheduling a flight, or filing a claim for lost luggage, among other similar customer service purposes;
  - g. Waiting for or escorting an individual engaged in the activities enumerated in this subsection.
- 3. Any person who violates this provision shall be promptly asked to leave the Airport and removed if failing to comply and may be subject to prosecution for criminal trespass to property.

ADOPTED BY THE MISSOULA COUNTY AIRPORT AUTHORITY BOARD OF COMMISSIONERS this  $29^{th}$  day of August 2023.

MISSOULA COUNTY AIRPORT AUTHORITY

Chair Larry Anderson

ATTEST:

Secretary Deb Poteet

APPROVED AS TO FORM AND CONTENT

Carolynn Fagan, Chief Legal Counsel

### Missoula County Airport Authority Agenda Action Sheet Meeting Date: August 29, 2023

**1. TITLE:** Award of Accounts Payable, Accounts Receivable, and Credit Card Expense digitization and automation.

Review, discussion, and possible award of Accounts Payable, Accounts Receivable, and Credit Card Expense digitization and automation to Bill. **ACTION ITEM** 

- 2. AGENDA CATEGORY: (Please highlight) UNFINISHED BUSINESS <u>NEW BUSINESS</u> COMMITTEE REPORTS INFORMATION/DISCUSSION ITEM
- 3. TIME REQUIRED: 5 Minutes

## 4. BACKGROUND INFORMATION:

Historically, MCAA has utilized manual, paper-dependent accounting procedures to achieve necessary control objectives. Manual, paper-dependent procedures require significant time, effort, and physical storage. In the past few years, a substantial part of the required time and effort was spread between four administrative staff. Currently, that time and effort is spread between three administrative staff. To maintain current staffing levels, reduce physical storage needs and save time and effort for those assigned to perform manual accounting procedures, the staff researched various accounting automation vendors. The staff evaluated the various accounting automation vendors based on quality, products, and pricing. Staff determined that Bill is the most advantageous to MCAA.

### 5. BUDGET INFORMATION:

Budgeted FY23: \$0 Annual cost FY23: \$12K

### 6. SUPPLEMENTAL AGENDA INFORMATION:

- 7. **RECOMMENDED MOTION**: Move to authorize staff to accept the agreement from Bill for digitization and automation of accounts payable, accounts receivable, and credit card expenses.
- 8. **PREPARED BY**: Will Parnell
- 9. COMMITTEE REVIEW: None

Date:	8/21/2023
Company:	Missoula Montana Airport
Contact Name:	Will Parnell
Expiration:	9/15/2023



Rep Name
Rep Phone
Rep Email

Emily Moffat 650.739.5460 emoffat@hq.bill.com

	Qty	Unit Price	Uni	t Discount	Nev	w Unit Cost	Extended
Subscription							
Console	0	\$ 588.00	\$	588.00	\$	-	\$ -
Entities	0	\$ 708.00	\$	-	\$	708.00	\$ -
Users							
Feature Role (Admin, Clerk, Payer, Custom)	6	\$ 1,308.00	\$	200.00	\$	1,108.00	\$ 6,648.00
Approver Role	8	\$ 348.00	\$	-	\$	348.00	\$ 2,784.00
Auditor Role (read only)	1	\$ 108.00	\$	-	\$	108.00	\$ 108.00
Transactions							
Checks	1200	\$ 1.69	\$	-	\$	1.69	\$ 2,028.00
ePayments (ACH)	510	\$ 0.49	\$	-	\$	0.49	\$ 249.90
International Payments - USD	0	\$ 14.99	\$	-	\$	14.99	\$ -
International Payments - Local Currency	0	\$ -			\$	-	\$ -
Premium Support							
Priority SLA, Phone Support, Optimization Services, Training	0	\$ 1,799.00	\$	-	\$	1,799.00	\$ -
One Time Fee							
Implementation, Training, Dedicated Support	1	\$ 1,499.00	\$	1,499.00	\$	-	\$ -
						Annual	\$ 11,817.90
					F	First Year	\$ 11,817.90
					I		

Rebate Estimate (1)	Est. Annual TPV	Est. Vendor Direct %	Est. Rebate
Overall annual TPV of payments	\$17,500,000	5%	\$4,375

\*\* Contract value is paid in full due at signing. Quarterly payments are available upon request if contract value is over \$10K.

\*\* State sales tax may apply.

- \*\* Transactions do not roll over beyond contract term.
- \*\* All overages will be billed at time of contract renewal.
- \*\* Standard support is available through live-chat and mail from 5am 6pm PST Monday to Friday.
- \*\* Vendor Direct virtual card rebate estimate (1) based on 5% conversion of all ACH/Check total payment volume; rebate amount is 0.50% of all posted virtual
- \*\* Rebate estimate (2) is based on avg percentage of vendors converted (10%), avg number of payments per vendor (5) and avg TPV per vendor (1,500)
- \*\* To qualify for rebates, you must meet a minimum of \$4M in annual TPV and sign the Rebate ToS. Actual rebate amount will vary based on settled virtual care

Total Discounts				
	Retail Price	Discount (%)		
Consoles	\$0.00	100.00%		
Entities	\$0.00	0.00%		
Feature Role	\$7,848.00	15.29%		
Approver Role	\$2,784.00	0.00%		
Auditor Role	\$108.00	0.00%		
Checks	\$2,028.00	0.00%		
ePayments (ACH)	\$249.90	0.00%		
International Payments	\$0.00	0.00%		
Dedicated Premium Support	\$0.00	0.00%		
Implementation	\$1,499.00	100.00%		
Total Retail Price	\$14,516.90			
Discount Percentage	18.7	73%		
Dollar Savings	\$2,699.00			

card payments.

d transaction volume at the end of contract term.

# bill

Order Form

Quote Name:	Missoula Montana Airport - New - Emily Moffat - 2023-08-23
Company Name:	Missoula Montana Airport
Subscription Term (in months):	15
Quote Expiration Date:	8/31/2023
Service Activation Date:	9/25/2023
Service End Date:	12/24/2024

#### Users

DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	EXTENDED
Feature User	6	\$1,635.00	\$3,162.00	\$6,648.00
Auditor User	1	\$135.00	\$27.00	\$108.00
Approver User	8	\$435.00	\$696.00	\$2,784.00

#### Transactions

DESCRIPTION	QTY	UNIT PRICE	DISCOUNT	EXTENDED
Checks	1,200	\$1.69	\$0.00	\$2,028.00
ePayments (ACH - AP)	510	\$0.49	\$0.00	\$249.90
Implementation Fee	1	\$1,499.00	\$1,499.00	\$0.00

Sales Tax Amount: TOTAL FEES DUE AT SIGNING: \$0.00 **\$11,817.90** 

#### Notes:

Addendum to original contract. New Service Activation & Contract End Date.

#### **Subscription Details:**

\*\* Contract Value is paid in full due at signing date

DocuSign Envelope ID: F7E76ABA-C877-4724-B2CD-4DA14DE78DC8

\*\* Additional users and transaction overages will be billed on a supplemental contract at the same rate per unit as this contract which include:

Feature User	\$1,108.00
Auditor User	\$108.00
Approver User	\$348.00
Checks	\$1.69
ePayments (ACH - AP)	\$0.49
Implementation Fee	\$0.00

\*\* All other transactions & services incurred during the contract term will be billed via the payment method listed on the account per Schedule 1.

### **Billing Information**

Payment Method:

Name:	Missoula Montana Airport				
Phone:	4068308337				
Email:	wparnell@flymissoula.com				
Street Address:	5225 W BROADWAY ST				
City:	MISSOULA	State:	MT	Zip Code:	59808-9385

#### I. BILL TERMS OF SERVICE.

A. This order form ("Order") is entered by and between Bill.com, LLC, a Delaware limited liability company located at 6220 America Center Drive, Suite 100 San Jose, CA 95002 ("Bill.com" or "BILL") and the customer listed above ("Customer"). This Order is governed by, and incorporates by this reference, the terms of the BILL Terms of Service located at <u>https://www.bill.com/legal/terms-of-service</u> (or successor site designated by BILL) (the "BILL Terms of Service"), which may be modified from time to time in accordance with its terms or upon written agreement of the parties.

#### **II. ADDITIONAL TERMS AND CONDITIONS**

A. This Order describes Customer's purchase for the right to access and use BILL's standard bill payment and payment processing, invoicing and other cash flow management software offering that BILL makes generally available at <u>www.bill.com</u>, as such is updated from time to time.

B. Notwithstanding anything to the contrary, the subscription term for this Order begins on the Service Activation Date and will continue through the Service End Date as both are listed above (the "Initial Term") and thereafter will automatically renew for successive thirty (30) day periods (each, a "Renewal Term") unless either party provides notice of non-renewal at least twenty (20) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable.

C. Customer and BILL acknowledge and agree that to the extent the services provided by BILL in connection with this Order may be subject to any state or local sales and use taxes, such tax amounts

are in addition to the fees set forth herein and BILL may have a legal obligation to collect such taxes from Customer and remit the same to the appropriate tax collection authorities.

D. For any transaction overages and additional subscription accounts or users added or used during the Initial Term beyond any applicable pre-purchased amount(s) listed above, such transactional overages or additional subscriptions will be charged at the pricing set forth above. For any other transactions or subscription accounts or users that are not listed above as part of the pre-purchased amounts, Customer will be charged at the rate set forth in Schedule 1, or if such transaction or subscription account/user is not set forth in Schedule 1, then Customer will be charged BILL's then-current prices for such services. Customer will be billed for these overages, in arrears, via the payment method specified above or other method agreed upon by the parties. If the subscription account or user volume is expected to exceed pre-purchased amounts, please reach out to Customer Success (CustomerSuccess@hq.bill.com).

E. This Order is effective as of the date signed by Customer and thereafter constitutes a noncancellable purchase commitment during the Initial Term for the pre-purchased subscription and transaction items listed in the tables above. In the event that Customer pays in advance for services, the Customer is required to have an account in good standing with Bill.com in order to utilize such services. Any unused services will expire on the Services End Date and will not be carried over to any subsequent renewal order.

F. Notwithstanding anything to the contrary, commencing on the initial Renewal Term of this Order, BILL reserves the right to modify service fees in connection with Customer's BILL account in accordance with the terms of the BILL Terms of Service.

G. Capitalized terms not defined herein shall have the same meaning as set forth in the BILL Terms of Service, as applicable. In the event of any conflict between the terms of this Order and the BILL Terms of Service, this Order shall control.

IN WITNESS WHEREOF, the parties have caused this Order to be signed by their duly authorized representatives.

Signature:		Signature:	Ryan Meeker
Printed Name:	William Parnell	Printed Name:	Ryan Meeker
Title:	Director of Finance & Admin.	Title:	Vice President, Revenue Operations
Company:		Bill.com	
Date Signed:		Date Signed:	8/23/2023

Customer Product Fees	Monthly Fees
Customer Account Transactions	\$0.49 per ACH transaction
	\$1.69 per check
	\$0.49 ePayment from customer
	\$0.99 per PayPal transaction
	\$1.69 US Mail Invoice
	\$22.99 Fast Pay Check -Overnight
	\$17.99 Fast Pay Check – 2 day
	\$11.99 Fast Pay Check – 3 day
	\$9.99 Fast Pay ACH – overnight
	\$9.99 Fast Pay RPPS – Overnight
	\$14.99 International Payments (USD Wire)
	\$25 Void/Reissue Fee for stop payments on non-cleared checks.
	\$3 service fee for Void/Reissue for checks returned to Bill.com by USPS.
	Fee per Insufficient Funds (NSF) event: \$50.00
For Bill use:	

#### SCHEDULE 1

### Missoula County Airport Authority Agenda Action Sheet

Meeting Date: August 29th, 2023

#### 1. **TITLE:** Security Camera Server Upgrade

Review, discussion, and possible approval to purchase two replacement security camera servers

2. AGENDA CATEGORY: (Please highlight) UNFINISHED BUSINESS NEW BUSINESS COMMITTEE REPORTS INFORMATION/DISCUSSION ITEM

#### 3. TIME REQUIRED: 5 Minutes

4. BACKGROUND INFORMATION: As part of the airport's access control and security system, the airport has a total of seven (7) servers that manage and provide storage for our 250+ security cameras. During the commissioning of the South Concourse, five (5) of these servers were replaced with new hardware that would be compatible with the new cameras that were installed as part of the project. The remaining two (2) servers, originally purchased in 2011 are well beyond their recommended useful life of 5-8 years. These servers were not replaced as part of this project as they reside in a different facility and serve a different set of cameras.

After the recent TSA Cybersecurity mandate, the airport contracted with and underwent an extensive cybersecurity audit to help guide compliance with the amendment. This audit identified several areas/issues that will need to be remedied, the first, and most critical is the upgrade of our remaining two (2) camera servers. Replacing these servers to match our other existing servers will allow us to bring these machines up to date with the latest software and security updates. Finally, the newer servers will increase our video storage/retention capabilities and access the newest features to utilize the system to its fullest potential. MSO worked with our systems integrator, Integrated Security Solutions, to obtain a quote for the servers and installation. Staff have a budget available for maintenance of our system, but this replacement will exceed the amount available.

### 5. BUDGET INFORMATION: Unbudgeted: \$33,XXX

### 6. SUPPLEMENTAL AGENDA INFORMATION:

Integrated Security Solutions Quote

- **7. RECOMMENDED MOTION**: Move to accept the quote from Integrated Security Solutions for 2 replacement camera servers in the amount of \$33,XXX.
- 8. **PREPARED BY**: Tim Damrow
- 9. COMMITTEE REVIEW: None

#### Missoula Montana Airport 2023 Missoula Airport Operations and Route Performance **Operations and Route Performance** Summarv **Passenger Enplanements** · Record passenger enplanements for July '23 - Previous record of 57,501 in July '19 70,000 • 2023 enplanements trending to surpass 2019 60,000 as peak high for enplanements 50,000

#### Air Service Highlights

- · United surpasses Delta as market share leader in MSO
- · Allegiant LAX, SNA, OAK on seasonal suspension
- American and United last ORD flights are Sep 4/5
- · Please reach out with any comments or changes to improve our report going forward!

2023

2022

Airlines

Allegiant

American

Delta

United

Charters

Alaska

LF

81.9%

79.7%

January

5,295

3,330

2,160

8,458

8.095

0

80.1%

84.3%

4,982

3,664

3,228

7,606

8.274

24

February

84.9%

86.6%

March

5,803

3,971

1,856

9,582

9,570

0

87.8%

83.2%

April

5,000

2,191

1,924

9,338

10.259

0

86.4%

81.5%

May

6,099

3,566

2,091

10,526

12,326

0

80.4%

82.7%

June

6,447

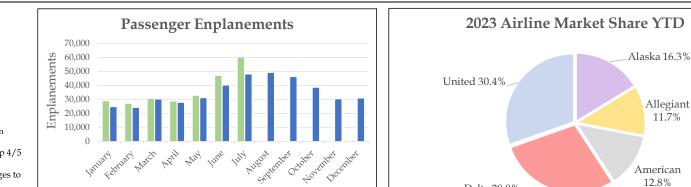
6,810

8,560

13,281

15,857

0



#### Current Year (2023) Prior Year (2022)

#### Ops Type January February March April May June July August September October November December Total Y/Y Air Carrier 570 535 617 565 661 908 1084 0 0 0 0 4,940 11% 0 Air Taxi 364 371 380 367 444 547 733 -4% 0 0 0 0 0 3,206 843 727 1030 1251 1632 1705 2613 9,801 -1% GA 0 0 0 0 0 137 92 42% Military 46 96 29 56 84 0 0 0 0 0 540 983 Civil 794 824 762 1081 590 786 0 0 0 0 0 5.820 -23% 2023 2.617 2,594 3.106 2.9743.874 3.834 5,308 24.307 -5% 0 0 0 0 0 Total 2022 2,799 2.845 3,411 3,578 3,604 4.376 5.064 5,165 4.125 3,600 2,502 2.013 43.082 Y/Y Airlines January February March April May June July August September October November December Total Alaska 5,777 4,955 5,542 5,009 6,091 6,178 8,373 0 0 0 0 41,925 10% 0 Allegiant 3,619 3,582 4,029 2,644 3,395 6,139 6,828 0 0 0 0 0 30,236 13% American 2,652 3,333 2,086 2,082 2,128 7,898 12,675 0 0 0 0 0 32,854 25% 8,746 7,657 9,516 12,821 15,576 2% Delta 9,789 10,043 0 0 0 0 0 74,148 8,457 7,941 9,482 United 9,784 11,457 14,150 17,101 0 0 0 0 0 78,372 25% Charters 0 0 0 68 0 0 0 0 0 68 -41% 0 0 0 29,251 27,468 30.928 29,035 33,114 47.254 60,553 2023 0 0 0 0 0 257,603 13% Total 2022 25.015 24,499 30,526 28,138 31,390 40.453 48,381 49,425 46,445 38,897 30,620 31,156 424,945

87.6%

87.1%

July

8,432

6,819

12,699

15,258

16,892

76

85.7%

August

0

0

0

0

0

0

89.4%

0

0

0

0

0

0

September

91.7%

October

0

0

0

0

0

0

91.1%

0

0

0

0

0

0

November

87.9%

0

0

0

0

0

0 0

December

**Deplaned Passengers** 

Tower Operations

**Enplaned Passengers** 

Total	2023	27,338	27,778	30,782	28,712	34,608	50,955	60,176	0	0	0	0	0	260,349	14%
Total	2022	23,736	24,083	29,743	28,540	32,833	43,242	47,104	47,358	43,850	37,224	29,932	31,422	419,067	
Total	2023	56,589	55,246	61,710	57,747	67,722	98,209	120,729	0	0	0	0	0	517,952	13%
Pax	2022	48,751	48,582	60,269	56,678	64,223	83,695	95,485	96,783	90,295	76,121	60,552	62,578	844,012	
	T12M		858,514										Leg	end:	
													LF -	Load Factor	

T12M - Previous 12 Months Y/Y - Year Over Year

84.3%

86.1%

Total

42,058

30,351

32,518

74,049

81.273

100

Y/Y

9%

12%

27%

3%

27%

-11%

Pax - Passengers

12.8%

Delta 28.8%

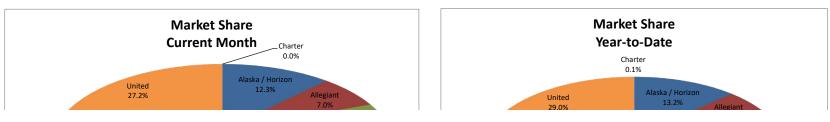
# State of Montana Airline Enplanements

#### June 2023

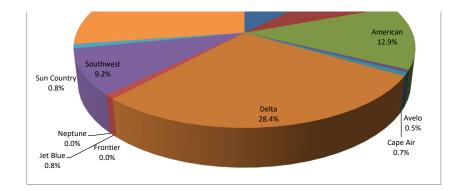
	Alaska / Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Tower Operations
Billings	110112011	Allegiant	American	Aveio	Cape An	Denta	Trontier	Jee blac	Neptune	Journwest	Sun country	oniceu	Charter	Total	operations
Dillings														-	
Bozeman	13,169	6,740	14,518	154		31,170		1,999		22,279	1,287	27,877		119,193	10,226
Butte						1,344								1,344	
Glasgow					281									281	
Glendive					199									199	
Great Falls	2,056	1,144				6,815						5,750		15,765	
Havre					256									256	
Helena	1,803					3,382						2,676		7,861	4,739
Kalispell	6,633	2,923	8,700	1,069		11,582					750	15,189		46,846	4,324
Missoula	6,178	6,139	7,898			12,821						14,150	68	47,254	3,834
Sidney					734									734	
Wolf Point					192									192	
Yellowstone						1,555						204		1,759	
Total	29,839	16,946	31,116	1,223	1,662	68,669	-	1,999	-	22,279	2,037	65,846	68	241,684	23,123
Market Share %	12.3%	7.0%	12.9%	0.5%	0.7%	28.4%	0.0%	0.8%	0.0%	9.2%	0.8%	27.2%	0.0%		

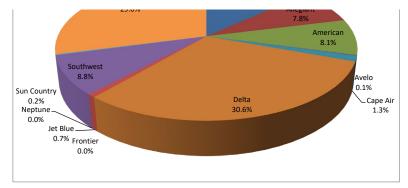
	Alaska /														Tower
	Horizon	Allegiant	American	Avelo	Cape Air	Delta	Frontier	Jet Blue	Neptune	Southwest	Sun Country	United	Charter	Total	Operations
Billings	19,849	15,431	19,185	-	6,708	48,749	-	-	-	-	323	47,196	-	157,441	39,214
Bozeman	56,855	30,119	52,195	154	-	149,753	-	9,255	-	110,134	1,287	159,281	452	569,485	62,032
Butte	-	-	-	-	-	7,084	-	-	-	-	-	-	-	7,084	-
Glasgow	-	-	-	-	1,293	-	-	-	-	-	-	-	-	1,293	-
Glendive	-	-	-	-	982	-	-	-	-	-	-	-	-	982	-
Great Falls	11,500	13,510	-	-	-	31,993	-	-	-	-	-	24,035	89	81,127	8,511
Havre	-	-	-	-	1,431	-	-	-	-	-	-	-	-	1,431	-
Helena	10,475	-	-	-	-	20,628	-	-	-	-	-	9,172	-	40,275	20,716
Kalispell	33,143	15,520	10,259	1,390	-	64,037	-	-	-	-	750	61,268	32	186,399	19,300
Missoula	33,552	23,408	20,179	-	-	58,572	-	-	-	-	-	61,271	68	197,050	18,999
Sidney	-	-	-	-	3,885	-	-	-	-	-	-	-	-	3,885	-
Wolf Point	-	-	-	-	1,428	-	-	-	-	-	-	-	-	1,428	-
Yellowstone	-	-	-	-	-	2,114	-	-	-	-	-	204	-	2,318	-
Total	165,374	97,988	101,818	1,544	15,727	382,930	-	9,255	-	110,134	2,360	362,427	641	1,250,198	168,772
Market Share %	13.2%	7.8%	8.1%	0.1%	1.3%	30.6%	0.0%	0.7%	0.0%	8.8%	0.2%	29.0%	0.1%		





Department of Transportation \* Montana Aeronautics Division PO Box 200507; Helena, MT 59620-0507 Phone: (406) 444-2506





#### STATE TOTAL 2022 Passengers 2023 Passengers % 2022 VS 2023 YEAR-TO-YEAR-TO-OFF TOTAL YEAR-TO-DATE OFF DATE OFF TOTAL DATE ON ON TOTAL ON 178,518 173,999 JAN 352,517 352,517 203,399 194,565 397,964 397.964 13.9% 11.8% 12.9% 12.9% FEB 179,469 179,191 358,660 711,177 194,183 200,352 394,535 792,499 8.2% 11.8% 10.0% 11.49 MAR 217,195 209,429 426,624 1,137,801 228,758 222,850 451,608 1,244,107 5.3% 6.4% 5.9% 9.3% APR 170,265 169,166 339,431 1,477,232 180,103 178,744 358,847 1,602,954 5.8% 5.7% 5.7% 8.5% MAY 192,594 204,851 397,445 1,874,677 202,071 213,418 415,489 2,018,443 4.9% 4.2% 4.5% 7.7% JUN 252,470 267,262 519,732 2,394,409 241,684 260,002 501,686 2,520,129 -4.3% -2.7% -3.5% 5.3% JUL 301,745 298,344 600,089 2,994,498 2,520,129 -100.0% -100.0% -100.0% -15.8% AUG 302,698 290,414 593,112 3,587,610 -2,520,129 -100.0% -100.0% -100.0% -29.8% SEP 254,440 242,127 496,567 4,084,177 2,520,129 -100.0% -100.0% -100.0% -38.3% -OCT 213.513 201.841 415,354 4,499,531 -2,520,129 -100.0% -100.0% -100.0% -44.0% \_ NOV 174,970 173,252 348,222 4,847,753 2,520,129 -100.0% -100.0% -100.0% -48.0% -DEC 174,704 204,743 379,447 5,227,200 -2,520,129 -100.0% -100.0% -100.0% -51.8% 2,612,581 2,614,619 1.250.198 1,269,931

#### BILLINGS 2023 Passengers 2022 Passengers % 2022 VS 2023 YEAR-TO-YEAR-TO-YEAR-TO-DATE DATE DATE ON OFF TOTAL ON OFF TOTAL ON OFF TOTAL JAN 25,611 24,708 50,319 50,319 30,579 29,130 59,709 19.4% 17.9% 18.79 59.709 18.7% FEB 25,459 25,135 50,594 100,913 25,699 30,369 56,068 115,777 0.9% 20.8% 10.8% 14.79 35,542 MAR 29,370 29,743 59,113 160,026 34,812 70,354 186,131 18.5% 19.5% 19.0% 16.39 APR 27,183 28,161 55,344 215,370 32,066 33,072 65,138 251,269 18.0% 17.4% 17.7% 16.7% MAY 31.564 31,972 63,536 278,906 34,285 35,627 69.912 321.181 8.6% 11.4% 10.0% 15.2% JUN 32,119 33,305 65,424 344,330 321,181 -100.0% -100.0% -100.0% -6.79 JUL 36,295 35,660 71,955 416,285 321,181 -100.0% -100.0% -100.0% -22.8% AUG 37,154 37,199 74,353 490,638 321,181 -100.0% -100.0% -100.0% -34.5% SEP 36,557 35,300 71,857 562,495 321,181 -100.0% -100.0% -100.0% -42.9% OCT 35,304 34,858 70,162 632,657 321,181 -100.0% -100.0% -100.0% -49.2% NOV 33,285 32,611 65,896 698,553 321.181 -100.0% -100.0% -100.0% -54.0% DEC 34,796 35,759 70,555 769,108 321,181 -100.0% -100.0% -100.0% -58.2% 384,697 384,411 157,441 163,740

		2022 Pass	sengers			2023 Pass	engers			% 202	2 VS 2023	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	83,551	83,492	167,043	167,043	91,699	90,610	182,309	182,309	9.8%	8.5%	9.1%	9.1%
FEB	84,977	86,119	171,096	338,139	93,190	94,850	188,040	370,349	9.7%	10.1%	9.9%	9.5%
MAR	105,959	100,257	206,216	544,355	108,022	104,062	212,084	582,433	1.9%	3.8%	2.8%	7.0%
APR	71,578	68,453	140,031	684,386	74,215	70,743	144,958	727,391	3.7%	3.3%	3.5%	6.3%
MAY	79,383	85,762	165,145	849,531	83,166	90,085	173,251	900,642	4.8%	5.0%	4.9%	6.0%
JUN	109,698	115,712	225,410	1,074,941	119,193	129,299	248,492	1,149,134	8.7%	11.7%	10.2%	6.9%
JUL	128,371	127,863	256,234	1,331,175	-		-	1,149,134	-100.0%	-100.0%	-100.0%	-13.7%
AUG	130,033	124,412	254,445	1,585,620	-		-	1,149,134	-100.0%	-100.0%	-100.0%	-27.5%
SEP	103,482	100,362	203,844	1,789,464	-		-	1,149,134	-100.0%	-100.0%	-100.0%	-35.8%
OCT	87,449	80,402	167,851	1,957,315	-		-	1,149,134	-100.0%	-100.0%	-100.0%	-41.3%
NOV	66,606	66,606	133,212	2,090,527	-		-	1,149,134	-100.0%	-100.0%	-100.0%	-45.0%
DEC	84,594	89,576	174,170	2,264,697	-		-	1,149,134	-100.0%	-100.0%	-100.0%	-49.3%
	1,135,681	1,129,016			569,485	579,649						

						BUTTE						
		2022 Pass	sengers			2023 Pass	engers			% 202	2 VS 2023	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	1,483	1,443	2,926	2,926	1,104	1,167	2,271	2,271	-25.6%	-19.1%	-22.4%	-22.4%
FEB	1,613	1,589	3,202	6,128	882	939	1,821	4,092	-45.3%	-40.9%	-43.1%	-33.2%
MAR	1,595	1,631	3,226	9,354	1,420	1,439	2,859	6,951	-11.0%	-11.8%	-11.4%	-25.7%
APR	1,354	1,482	2,836	12,190	1,095	1,250	2,345	9,296	-19.1%	-15.7%	-17.3%	-23.7%
MAY	1,680	1,958	3,638	15,828	1,239	1,424	2,663	11,959	-26.3%	-27.3%	-26.8%	-24.4%
JUN	1,846	2,148	3,994	19,822	1,344	1,638	2,982	14,941	-27.2%	-23.7%	-25.3%	-24.6%
JUL	1,450	1,476	2,926	22,748	-		-	14,941	-100.0%	-100.0%	-100.0%	-34.3%
AUG	1,188	1,228	2,416	25,164	-		-	14,941	-100.0%	-100.0%	-100.0%	-40.6%
SEP	1,375	1,435	2,810	27,974	-		-	14,941	-100.0%	-100.0%	-100.0%	-46.6%
OCT	1,431	1,325	2,756	30,730	-		-	14,941	-100.0%	-100.0%	-100.0%	-51.4%
NOV	1,392	1,410	2,802	33,532	-		-	14,941	-100.0%	-100.0%	-100.0%	-55.4%
DEC	2,489	2,351	4,840	38,372	-		-	14,941	-100.0%	-100.0%	-100.0%	-61.1%
	18,896	19,476			7,084	7,857						

#### GLASGOW

						3,866,11						
		2022 Pass	sengers			2023 Pass	engers			% 202	2 VS 2023	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	212	197	409	409	192	173	365	365	-9.4%	-12.2%	-10.8%	-10.8%
FEB	201	203	404	813	175	150	325	690	-12.9%	-26.1%	-19.6%	-15.1%
MAR	237	236	473	1,286	167	141	308	998	-29.5%	-40.3%	-34.9%	-22.4%
APR	114	121	235	1,521	232	236	468	1,466	103.5%	95.0%	99.1%	-3.6%
MAY	179	202	381	1,902	246	229	475	1,941	37.4%	13.4%	24.7%	2.1%
JUN	188	191	379	2,281	281	274	555	2,496	49.5%	43.5%	46.4%	9.4%
JUL	347	356	703	2,984	-		-	2,496	-100.0%	-100.0%	-100.0%	-16.4%
AUG	367	342	709	3,693	-		-	2,496	-100.0%	-100.0%	-100.0%	-32.4%
SEP	431	331	762	4,455	-		-	2,496	-100.0%	-100.0%	-100.0%	-44.0%
OCT	306	295	601	5,056	-		-	2,496	-100.0%	-100.0%	-100.0%	-50.6%
NOV	199	194	393	5,449	-		-	2,496	-100.0%	-100.0%	-100.0%	-54.2%
DEC	194	192	386	5,835	-		-	2,496	-100.0%	-100.0%	-100.0%	-57.2%
	2,975	2,860			1,293	1,203						

					GL	ENDIVE.						
		2022 Pass	sengers			2023 Pass	engers			% 202	2 VS 2023	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	146	175	321	321	139	163	302	302	-4.8%	-6.9%	-5.9%	-5.9%
FEB	166	157	323	644	146	122	268	570	-12.0%	-22.3%	-17.0%	-11.5%
MAR	246	226	472	1,116	148	172	320	890	-39.8%	-23.9%	-32.2%	-20.3%
APR	420	416	836	1,952	164	145	309	1,199	-61.0%	-65.1%	-63.0%	-38.6%
MAY	570	533	1,103	3,055	186	159	345	1,544	-67.4%	-70.2%	-68.7%	-49.5%
JUN	484	491	975	4,030	199	182	381	1,925	-58.9%	-62.9%	-60.9%	-52.2%
JUL	526	527	1,053	5,083	-		-	1,925	-100.0%	-100.0%	-100.0%	-62.1%
AUG	543	535	1,078	6,161	-		-	1,925	-100.0%	-100.0%	-100.0%	-68.8%
SEP	507	491	998	7,159	-		-	1,925	-100.0%	-100.0%	-100.0%	-73.1%
OCT	390	384	774	7,933	-		-	1,925	-100.0%	-100.0%	-100.0%	-75.7%
NOV	172	159	331	8,264	-		-	1,925	-100.0%	-100.0%	-100.0%	-76.7%
DEC	174	154	328	8,592	-		-	1,925	-100.0%	-100.0%	-100.0%	-77.6%
	4,344	4,248			982	943						

					GRE	AT FALLS						
		2022 Pass	engers			2023 Pass	engers			% 202	2 VS 2023	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	9,570	9,327	18,897	18,897	12,209	11,627	23,836	23,836	27.6%	24.7%	26.1%	26.1%
FEB	9,777	9,616	19,393	38,290	11,409	11,365	22,774	46,610	16.7%	18.2%	17.4%	21.7%
MAR	11,282	11,400	22,682	60,972	14,180	14,050	28,230	74,840	25.7%	23.2%	24.5%	22.7%
APR	11,564	11,759	23,323	84,295	13,466	14,070	27,536	102,376	16.4%	19.7%	18.1%	21.4%
MAY	11,544	12,011	23,555	107,850	14,098	14,743	28,841	131,217	22.1%	22.7%	22.4%	21.7%
JUN	11,878	11,939	23,817	131,667	15,765	16,663	32,428	163,645	32.7%	39.6%	36.2%	24.3%
JUL	12,191	12,099	24,290	155,957	-		-	163,645	-100.0%	-100.0%	-100.0%	4.9%
AUG	12,505	12,347	24,852	180,809	-		-	163,645	-100.0%	-100.0%	-100.0%	-9.5%
SEP	12,487	12,016	24,503	205,312	-		-	163,645	-100.0%	-100.0%	-100.0%	-20.3%
OCT	14,334	13,868	28,202	233,514	-		-	163,645	-100.0%	-100.0%	-100.0%	-29.9%
NOV	12,551	12,250	24,801	258,315	-		-	163,645	-100.0%	-100.0%	-100.0%	-36.6%
DEC	13,754	13,434	27,188	285,503	-		-	163,645	-100.0%	-100.0%	-100.0%	-42.7%
	143,437	142,066			81,127	82,518						

					1	HAVRE						
		2022 Pass	engers			2023 Pass	engers			% 202	2 VS 2023	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	208	238	446	446	183	181	364	364	-12.0%	-23.9%	-18.4%	-18.4%
FEB	212	204	416	862	225	226	451	815	6.1%	10.8%	8.4%	-5.5%
MAR	227	240	467	1,329	257	224	481	1,296	13.2%	-5.8%	3.0%	-2.5%
APR	223	210	433	1,762	249	238	487	1,783	11.7%	6.7%	12.5%	1.2%
MAY	245	254	499	2,261	261	225	486	2,269	6.5%	-11.4%	-2.6%	0.4%
JUN	208	198	406	2,667	256	230	486	2,755	23.1%	16.2%	19.7%	3.3%
JUL	283	238	521	3,188	-		-	2,755	-100.0%	-100.0%	-100.0%	-13.6%
AUG	273	285	558	3,746	-		-	2,755	-100.0%	-100.0%	-100.0%	-26.5%
SEP	264	235	499	4,245	-		-	2,755	-100.0%	-100.0%	-100.0%	-35.1%
OCT	286	251	537	4,782	-		-	2,755	-100.0%	-100.0%	-100.0%	-42.4%
NOV	253	244	497	5,279	-		-	2,755	-100.0%	-100.0%	-100.0%	-47.8%
DEC	181	170	351	5,630	-		-	2,755	-100.0%	-100.0%	-100.0%	-51.1%
	2,863	2,767			1,431	1,324						

#### HELENA 2022 Passengers 2023 Passengers % 2022 VS 2023 YEAR-TO-YEAR-TO-OFF TOTAL YEAR-TO-DATE OFF TOTAL DATE ON OFF TOTAL DATE ON ON JAN 6,258 6,378 12,636 12,636 6,485 6,139 12.624 12.624 3.6% -3.7% -0.1% -0.19 FEB 6,331 6,172 12,503 25,139 5,911 5,901 11,812 24,436 -6.6% -4 4% -5.5% -2.89 MAR 6,839 6,497 13,336 38,475 6,904 6,882 13,786 38,222 1.0% 5.9% 3.4% -0.7% APR 7,263 7,537 14,800 53,275 6,436 6.541 12,977 51,199 -11.4% -13.2% -12.3% -3.9% MAY 8,007 8,018 16,025 69,300 6,678 7,321 13,999 65,198 -16.6% -12.6% -5.9% -8.7% JUN 6,688 6,988 13,676 82,976 7,861 8,255 16,116 81,314 17.5% 18.1% 17.8% -2.0% JUL 6,889 6,757 13,646 96,622 81,314 -100.0% -100.0% -100.0% -15.8% AUG 7,199 6,774 13,973 110,595 -81,314 -100.0% -100.0% -100.0% -26.5% SEP 7,050 6,650 13,700 124,295 81,314 -100.0% -100.0% -100.0% -34.6% -OCT 7,186 6.984 14,170 138,465 -81,314 -100.0% -100.0% -100.0% -41.3% \_ NOV 6,444 6,445 12,889 151,354 81,314 -100.0% -100.0% -100.0% -46.3% -DEC 6,581 6,614 13,195 164,549 \_ 81,314 -100.0% -100.0% -100.0% -50.6% 82.735 81.814 40.275 41.039

					KA	LISPELL						
		2022 Pass	engers			2023 Pass	engers			% 202	2 VS 2023	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	25,722	23,539	49,261	49,261	30,846	27,315	58,161	58,161	19.9%	16.0%	18.1%	18.1%
FEB	25,431	25,124	50,555	99,816	28,310	27,967	56,277	114,438	11.3%	11.3%	11.3%	14.6%
MAR	30,038	28,634	58,672	158,488	30,880	28,580	59,460	173,898	2.8%	-0.2%	1.3%	9.7%
APR	21,855	21,981	43,836	202,324	22,261	22,812	45,073	218,971	1.9%	3.8%	2.8%	8.2%
MAY	27,270	29,769	57,039	259,363	27,256	27,397	54,653	273,624	-0.1%	-8.0%	-4.2%	5.5%
JUN	46,604	50,825	97,429	356,792	46,846	49,718	96,564	370,188	0.5%	-2.2%	-0.9%	3.8%
JUL	64,526	63,792	128,318	485,110	-		-	370,188	-100.0%	-100.0%	-100.0%	-23.7%
AUG	61,676	57,517	119,193	604,303	-		-	370,188	-100.0%	-100.0%	-100.0%	-38.7%
SEP	43,583	39,386	82,969	687,272	-		-	370,188	-100.0%	-100.0%	-100.0%	-46.1%
OCT	27,010	25,119	52,129	739,401	-		-	370,188	-100.0%	-100.0%	-100.0%	-49.9%
NOV	22,563	22,563	45,126	784,527	-		-	370,188	-100.0%	-100.0%	-100.0%	-52.8%
DEC	-	24,360	24,360	808,887	-		-	370,188	#DIV/0!	-100.0%	-100.0%	-54.2%
	396,278	412,609			186,399	183,789						

#### MISSOULA 2023 Passengers 2022 Passengers % 2022 VS 2023 YEAR-TO-YEAR-TO-YEAR-TO-DATE DATE DATE ON OFF TOTAL ON OFF TOTAL ON OFF TOTAL JAN 25,015 48,751 29,251 27,338 16.1% 23,736 48,751 56,589 56,589 16.9% 15.2% 16.1% FEB 24,499 24,083 48,582 97,333 27,468 27,778 55,246 111,835 12.1% 15.3% 13.7% 14.9% 30,928 MAR 30,526 29,743 60,269 157,602 30,782 61,710 173,545 1.3% -6.6% 2.4% 10.1% APR 28.138 28.540 56,678 214,280 29.035 28.712 57,747 231,292 3.2% 0.6% 1.9% 7.9% MAY 64,223 5.5% 31,390 32,833 278,503 33,114 34,608 67,722 299,014 5.4% 5.4% 7.4% JUN 40,453 43,242 83,695 362,198 47,254 50,955 98,209 397,223 16.8% 17.8% 17.3% 9.79 -100.0% -100.0% JUL 48,381 47,104 95,485 457,683 397,223 -100.0% -13.2% AUG 49,425 47,358 96,783 554,466 -397,223 -100.0% -100.0% -100.0% -28.4% SEP 46,445 43,850 90,295 644,761 397,223 -100.0% -100.0% -100.0% -38.4% OCT 38.897 37.224 76,121 720,882 --397,223 -100.0% -100.0% -100.0% -44.9% NOV 30,620 29,932 60,552 781,434 397,223 -100.0% -100.0% -100.0% -49.2% -DEC 31,156 62<u>,5</u>78 844,012 <u>397,223</u> -100.0% -100.0% -100.0% -52.9% 31,422 \_ 424,945 419,067 197,050 200,173

					5	SIDNEY						
		2022 Pass	sengers			2023 Pass	engers			% 202	2 VS 2023	
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	533	576	1,109	1,109	525	510	1,035	1,035	-1.5%	-11.5%	-6.7%	-6.7%
FEB	563	538	1,101	2,210	568	517	1,085	2,120	0.9%	-3.9%	-1.5%	-4.1%
MAR	626	596	1,222	3,432	752	700	1,452	3,572	20.1%	17.4%	18.8%	4.1%
APR	430	375	805	4,237	610	658	1,268	4,840	41.9%	75.5%	57.5%	14.2%
MAY	552	560	1,112	5,349	696	635	1,331	6,171	26.1%	13.4%	19.7%	15.4%
JUN	489	433	922	6,271	734	680	1,414	7,585	50.1%	57.0%	53.4%	21.0%
JUL	515	548	1,063	7,334	-		-	7,585	-100.0%	-100.0%	-100.0%	3.4%
AUG	518	521	1,039	8,373	-		-	7,585	-100.0%	-100.0%	-100.0%	-9.4%
SEP	551	492	1,043	9,416	-		-	7,585	-100.0%	-100.0%	-100.0%	-19.4%
OCT	612	592	1,204	10,620	-		-	7,585	-100.0%	-100.0%	-100.0%	-28.6%
NOV	635	596	1,231	11,851	-		-	7,585	-100.0%	-100.0%	-100.0%	-36.0%
DEC	549	501	1,050	12,901	-		-	7,585	-100.0%	-100.0%	-100.0%	-41.2%
	6,573	6,328			3,885	3,700						

#### WOLF POINT

	2022 Passengers				2023 Passengers				% 2022 VS 2023			
								YEAR-TO-				YEAR-TO-
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	DATE	ON	OFF	TOTAL	DATE
JAN	209	190	399	399	187	212	399	399	-10.5%	11.6%	0.0%	0.0%
FEB	240	251	491	890	200	168	368	767	-16.7%	-33.1%	-25.1%	-13.8%
MAR	250	226	476	1,366	288	276	564	1,331	15.2%	22.1%	18.5%	-2.6%
APR	143	131	274	1,640	274	267	541	1,872	91.6%	103.8%	97.4%	14.1%
MAY	210	179	389	2,029	287	269	556	2,428	36.7%	50.3%	42.9%	19.7%
JUN	255	243	498	2,527	192	194	386	2,814	-24.7%	-20.2%	-22.5%	11.4%
JUL	299	295	594	3,121	-		-	2,814	-100.0%	-100.0%	-100.0%	-9.8%
AUG	332	267	599	3,720	-		-	2,814	-100.0%	-100.0%	-100.0%	-24.4%
SEP	337	326	663	4,383	-		-	2,814	-100.0%	-100.0%	-100.0%	-35.8%
ОСТ	308	291	599	4,982	-		-	2,814	-100.0%	-100.0%	-100.0%	-43.5%
NOV	250	242	492	5,474	-		-	2,814	-100.0%	-100.0%	-100.0%	-48.6%
DEC	236	210	446	5,920	-		-	2,814	-100.0%	-100.0%	-100.0%	-52.5%
	3,069	2,851			1,428	1,386						

* YELLOWSTONE												
	2022 Passengers					% 2022 VS 2023						
	ON	OFF	TOTAL	YEAR-TO-DATE	ON	OFF	TOTAL	YEAR-TO- DATE	ON	OFF	TOTAL	YEAR-TO- DATE
JAN												
FEB												
MAR												
APR												
MAY	-	800	800	800	559	696	1,255	1,255	#DIV/0!	-13.0%	56.9%	56.9%
JUN	1,560	1,547	3,107	3,907	1,759	1,914	3,673	4,928	12.8%	23.7%	18.2%	26.1%
JUL	1,672	1,629	3,301	7,208	-		-	4,928	-100.0%	-100.0%	-100.0%	-31.6%
AUG	1,485	1,629	3,114	10,322	-		-	4,928	-100.0%	-100.0%	-100.0%	-52.3%
SEP	1,371	1,253	2,624	12,946	-		-	4,928	-100.0%	-100.0%	-100.0%	-61.9%
ОСТ	-	248	248	13,194	-		-	4,928	#DIV/0!	-100.0%	-100.0%	-62.6%
NOV												
DEC												
	6,088	7,106			2,318	2,610						

\* The Yellowstone Airport is a seasonal airport.

\*2021 season operating May 6, 2021 through October 15, 2021. \*2022 season operating May 2022 through October 2022.