



SERVICE AGREEMENT
FOR
LEASE MANAGEMENT AND ACCOUNTING SYSTEM
FOR
CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT

This Agreement, made and entered into on _____, by and between the **CITY OF BILLINGS LOGAN INTERNATIONAL AIRPORT, 1901 TERMINAL CIRCLE, ROOM 216, BILLINGS, MT 59105**, hereinafter designated the **CITY**, and **GCR INC., DBA CIVIX, 3300 WEST ESPLANADE AVENUE, SUITE 400, METAIRIE, LA 70002**, hereinafter designated the **CONTRACTOR**.

This Agreement shall be for a period of five (5) years. This Agreement is effective upon the date of its execution and will terminate on June 30, 2028. The parties may extend this Agreement, by mutual concurrence, for three (3) additional five-year terms, in writing prior to its termination. **CONTRACTOR** shall commence the work to be performed hereunder promptly upon Notice to Proceed from the **CITY**.

CONSIDERATION

- A. The **CITY** shall pay **CONTRACTOR** for services listed below the sum of \$154,553.00. Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** for all services rendered pursuant to this Agreement. Such invoices shall specify the services provided to the **CITY**, the period of performance, identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.
- B. If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said request being proportioned to the work completed by the **CONTRACTOR**. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

COORDINATION

All work under this Agreement will be coordinated for the **CITY** through its liaison:

Name: Marita Herold, Aviation and Transit Business Manager, Project Manager
 Phone: (406) 237-6284
 Email: heroldm@billingsmt.gov
 Address: 1901 Terminal Circle, Room 216, Billings, MT 59105

and for the **CONTRACTOR**, will be coordinated through its liaison:

Name: Matt Stebbins, Senior Project Manager
 Phone: _____
 Email: _____
 Address: _____

Any and all notices, requests, demands, and other communication shall be directed to each party's designated liaison.

CONTRACTOR'S DUTY

In consideration of the payment or payments herein specified and agreed to by the **CITY**, **CONTRACTOR** hereby covenants and agrees to furnish all supplies, materials, labor, supervision, machinery, licenses, and equipment as specified in the following sections of this Agreement with the **CITY**. The **CONTRACTOR** is required to meet all specifications and requirements required herein. No substitutions will be accepted without prior **CITY** written approval.

INDEPENDENT CONTRACTOR STATUS

The parties agree that **CONTRACTOR** is an independent **CONTRACTOR** for purposes of this Agreement, and is not to be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

SECTION I: SCOPE OF WORK

The Scope of Work for the Lease Management and Accounting System (the Project) located at Billings Logan International Airport, Billings, Montana, is set forth in **Attachment A**, and by said reference is made a part of this Agreement. All exhibits and addenda attached hereto, as well as any bid or proposal referenced, are hereby incorporated into this Agreement and made a part hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, the terms of this Agreement shall control. The **CONTRACTOR** shall perform the services outlined in **Attachment A**. In performing these services, the **CONTRACTOR** shall perform all services completely and in accordance with professional standards of conduct and performance.

SECTION II: SUPPLIES, MATERIALS, AND LABOR

CONTRACTOR shall provide for all supplies, materials, labor, supervision, machinery, licenses, and equipment necessary and incidental to the performance of all services required by this Agreement.

CONTRACTOR shall comply with all State and Federal regulations and Local statutes applicable, including OSHA.

PERSONNEL

CONTRACTOR shall exercise care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the **CITY**. This obligation shall apply to the **CONTRACTOR**, **CONTRACTOR'S** employees, agents, and subcontractors associated with accomplishing the Project work and services hereunder. Employees assigned to the performance of this Agreement will be removed from the Project upon written request of the **CITY** for due and just cause.

CONTRACTOR will furnish the personnel necessary for the performance of this Agreement. Applicable Federal and State wage and hour laws must be adhered to and provide the minimum base for personnel wages.

All agreements issued as a result of this Agreement shall adhere to all nondiscriminatory provisions of all applicable Federal, State, and Local laws. In connection with the performance of work under this Agreement, the **CONTRACTOR** agrees not to discriminate against any applicant

for employment because of race, religion, creed, color, age, sex, sexual orientation, or national origin. The above provision shall apply to, but not be limited to, the following employment, upgrading, promotion 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** further covenants and agrees that during the progress of the work to be performed under the provisions of this Agreement, they will in every respect comply with the provisions of the Workers' Compensation Act, being Title 39, Chapter 71 of the Montana Code Annotated (MCA), and with all statutory provisions supplementary or amendatory thereto. At the same time of execution of this Agreement, the **CONTRACTOR** shall furnish a certificate showing that the required Workers' Compensation Insurance is in force and shall maintain required insurance and provide evidence of continued coverage for the duration of this Agreement.

PERFORMANCE WARRANTY

The **CONTRACTOR** warrants to the **CITY** that they will take all necessary steps and precautions to perform the work to the **CITY'S** satisfaction. **CONTRACTOR** shall be responsible for the professional quality, technical assurance, data security, timely completion and coordination of all documentation, and other goods/services furnished by the **CONTRACTOR** under this Agreement, and shall perform all work diligently, carefully, in a good and workman-like manner, and shall obtain and maintain all permits and licenses required by this Agreement and in connection with performance of the work. If permitted to subcontract, **CONTRACTOR** shall be fully responsible for all work performed by subcontractors. **CONTRACTOR** further warrants that the work will conform to the requirements of the Agreement and will be free from defects, except for those inherent in the quality of the work the Agreement requires or permits. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the **CITY**, the **CONTRACTOR** shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

SECTION III: OTHER PROVISIONS

OWNERSHIP OF DOCUMENTS

All documents, data, drawings, specifications, and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this Agreement shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products, and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products, and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by this Agreement, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products, and documents produced under this Agreement may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services performed for the **CITY** will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR'S** work product.

CONTRACTOR'S software and documentation is licensed for internal purposes, not sold, for the term of this Agreement. **CONTRACTOR** is the sole and exclusive owner of all right, title, and interest in the software and software documentation, including all Intellectual Property Rights, and derivatives thereof.

OWNERSHIP OF DATA

All materials, documents, data or information obtained from the **CITY** data files or any **CITY** medium furnished to the **CONTRACTOR** in the performance of this Agreement will at all times remain the property of the **CITY**. Such data or information may not be used or copied for direct or indirect use by the **CONTRACTOR** after completion or termination of this Agreement without the express written consent of the **CITY**. All **CITY**-owned materials, documents, data, or information, including copies, must be returned to the **CITY** at the end of this Agreement or any extension thereof.

INSURANCE

CONTRACTOR agrees to keep in force, for the duration of this Agreement and any extension thereof, insurance that meets the specified coverages as set forth in the Standard Terms and Conditions set forth in **Attachment B**, and by said reference is made a part of this Agreement. **CONTRACTOR** shall maintain in good standing the insurance described in **Attachment B**. At the same time of execution of this Agreement and before rendering any services under this Agreement, the **CONTRACTOR** shall furnish the **CITY** a certificate showing that required insurance is in force, and shall maintain required insurance and provide evidence of continued coverage for the duration of this Agreement and any extension thereof. The continuous maintenance by the **CONTRACTOR** of all types of required insurance under this Agreement or any extension thereof is mandatory. Failure of the **CONTRACTOR** to maintain such insurance is a material breach of the Agreement and does not amend this Agreement nor release the **CONTRACTOR** from any other obligations in the Agreement.

INDEMNITY

The **CONTRACTOR** shall indemnify, defend, and hold harmless the **CITY**, its officers, agents or employees, from and against any and all losses, damage, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description, including those of third parties, made, brought or recovered against the **CITY** by reason of any act, negligence, recklessness, misconduct, or omission of the **CONTRACTOR**, its officers, agents, or employees, in the execution of the work. **CONTRACTOR** agrees to reimburse the **CITY** for any loss due to theft by any of the **CONTRACTOR'S** employees.

The **CONTRACTOR** shall not indemnify, defend and hold harmless the **CITY**, its officers, agents or employees harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or reasonable attorneys' fees and costs to the extent caused by the wrongful or negligent acts, error or omission of the **CITY** occurring during the course of or as a result of the performance of the Agreement.

Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, to the extent caused by the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this Agreement.

Notwithstanding the foregoing, the **CONTRACTOR** will not be obligated to indemnify the **CITY** to the extent that an infringement or misappropriation claim is based upon (1) use of the Software in breach of this Agreement, if such infringement or misappropriation would not have occurred but for such breach; (2) use of the Software in combination with other products not supplied or

recommended by the **CONTRACTOR** or specified by the **CONTRACTOR** as being compatible with the software, if such infringement or misappropriation would not have occurred but for such combined use; (3) use of any release of the Software other than the most current release made available to the City, if the most current release was furnished to the City specifically to avoid such infringement or misappropriation and if such infringement or misappropriation would have been avoided by use of the most current release; or (4) any modification of the Software made by the City (other than at the **CONTRACTOR'S** direction), if such infringement or misappropriation would not have occurred but for such modification.

In no event shall either party be liable to the other for any punitive, special, incidental or consequential damages, lost profits or any other indirect damages even if that party has been informed of the possibility thereof.

EXTRA WORK

It is expressly understood and agreed that no claim for extra work or materials, not specifically herein provided, done or furnished by the **CONTRACTOR**, shall be allowed by the **CITY**, nor shall the **CONTRACTOR** do any work or furnish any materials not covered by this Agreement unless such work is ordered in writing by the **CITY**, and in no event shall the **CONTRACTOR** incur any liability by reason of any verbal instructions that they may be given by the **CITY**, or its authorized agent; nor will the said **CITY** be liable for any extra materials furnished or used, or for any extra work or labor done, unless said materials, work, or labor are required by said **CONTRACTOR'S** own risk, cost and expense, and they hereby covenant and agree that without such written order, they shall make no claim for compensation for work or materials so done or furnished.

AMENDMENTS

Any modifications or amendments to this Agreement must be in writing and executed by the parties hereto.

TERMINATION OF AGREEMENT

The **CONTRACTOR** acknowledges and agrees as follows:

1. Termination for Convenience. The **CITY** may terminate this Agreement, in whole or in part, at any time by written notice to the **CONTRACTOR** when it is in the **CITY'S** best interest. The **CONTRACTOR** shall be paid its costs, including Agreement closeout costs, and profit on work performed up to the time of termination. The **CONTRACTOR** shall promptly submit its termination claim to the **CITY** for payment to the **CONTRACTOR**. If the **CONTRACTOR** has any property in its possession belonging to the **CITY**, the **CONTRACTOR** will account for the said property, and dispose of it in the manner the **CITY** directs.
2. Termination for Default (Breach or Cause). If the **CONTRACTOR** does not deliver work in accordance with the Agreement implementation plan and schedule, or if the Agreement is for services, the **CONTRACTOR** fails to perform in the manner called for in the Agreement, or if the **CONTRACTOR** fails to comply with any other provisions of the Agreement, the **CITY** may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the **CONTRACTOR** setting forth the manner in which the **CONTRACTOR** is in default. The **CONTRACTOR** will only be paid the Agreement price for work delivered and accepted, or services performed in accordance

with the manner of performance set forth in the Agreement. If it is later determined by the **CITY** that the **CONTRACTOR** had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the **CONTRACTOR**, the **CITY**, after setting up a new delivery of performance schedule, may allow the **CONTRACTOR** to continue work, or treat the termination as a termination for convenience.

3. Opportunity to Cure. The **CITY** in its sole discretion may, in the case of a termination for breach or default, allow the **CONTRACTOR** an appropriately short period of time, not less than thirty (30) days, in which to cure the default. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If **CONTRACTOR** fails to remedy to the **CITY'S** satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within thirty (30) days after receipt by **CONTRACTOR** of written notice from the **CITY** setting forth the nature of said breach or default, the **CITY** shall have the right to terminate the Agreement without further obligations to **CONTRACTOR**. Any such termination for default shall not in any way operate to preclude the **CITY** from also pursuing all available remedies against **CONTRACTOR** and its sureties for said breach or default.
4. Waiver of Remedies for Any Breach. In the event that the **CITY** elects to waive its remedies for any breach by **CONTRACTOR** of any covenant, term, or condition of this Agreement, such waiver by the **CITY** shall not limit the **CITY'S** remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.
5. Cancellation by **CONTRACTOR**. This Agreement shall be subject to cancellation by **CONTRACTOR** after the default by the **CITY** in the performance of any covenant or agreement herein required to be performed by the **CITY** and the failure of the **CITY** to remedy such default for a period of sixty (60) days after receipt from **CONTRACTOR** or written notice to remedy the same.

CONTRACTOR may exercise such right of termination by written notice to the **CITY** at any time after the lapse of the above applicable periods of time and this Agreement shall terminate as of that date. Consideration due hereunder shall be payable only to the date of the happening of the event which results in said termination.
6. Cancellation by the **CITY**. This Agreement shall be subject to cancellation by the **CITY** in the event **CONTRACTOR** shall:
 - a) File a voluntary petition of bankruptcy.
 - b) Make a general assignment for the benefit of creditors.
 - c) Default in the performance of any of the covenants and conditions required herein to be kept and performed by **CONTRACTOR**, and such default continues for a period of thirty (30) days after written notice from the **CITY** of said default.

DISPUTES

If during the course of this Agreement the Parties are unable to resolve any dispute or controversy arising out of or relating to the Agreement, such claims shall first be subject to non-binding mediation as a condition precedent to the initiation of any legal action. Unless the Parties mutually agree otherwise in writing, the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association in effect at the time of the demand for mediation shall be applied at the mediation. Any such mediation will be located in State of Montana Thirteenth Judicial

District Court, Yellowstone County, United States. Demand for mediation shall be made in writing. The Parties agree to share equally the mediator's fee and any filing fees. Any mediation hereunder shall be conducted before an independent mediator mutually selected by the Parties. If the Parties are unable to agree to a mediator within ten (10) days after the receipt of a demand for mediation by either party, the mediator will be chosen by AAA. Any agreement reached in mediation shall be enforceable and binding upon both Parties. Each Party agrees to bear its own attorneys' fees associated with the mediation. In the event of any dispute or controversy arising out of or relating to this Agreement, the Parties agree to exercise their best efforts to resolve the dispute as soon as possible. The Parties shall, without delay, continue to perform their respective obligations under this Agreement, which are not affected by the dispute.

Unless otherwise directed by the **CITY, CONTRACTOR** shall continue performance under this Agreement while matters in dispute are being resolved.

ATTORNEY FEES AND COSTS

In the event that either party is required to retain the services of an attorney, or use in-house counsel to enforce the terms and conditions of this Agreement, then the prevailing party shall recover from the other party all reasonable costs, expenses and attorney fees, including fees of in-house counsel, expended or incurred in connection therewith.

This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Venue in any proceedings held hereunder shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County, Montana.

SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SUCCESSORS AND ASSIGNS

Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the written consent of the other.

COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all Federal, State, and Local laws, ordinances, rules, and regulations applicable at the time services are provided by the **CONTRACTOR** and accepted by the **CITY**. **CONTRACTOR** is required to pay the City Business and Occupation Tax to purchase a City business license, and keep the license current during the term of this Agreement and extension thereof.

GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be in the State of Montana Thirteenth Judicial District Court, Yellowstone County.

CIVIL RIGHTS

The following requirements and those additional and applicable requirements found in the FAA Federal Provisions in **Attachment C** apply to the underlying Agreement:

1. Nondiscrimination. **CONTRACTOR** shall, in performance of work under this Agreement, fully comply with all applicable Federal, State, or Local laws, rules, regulations, and executive orders including, but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act (P.L. 111-148, 124 Stat. 119). Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and the **CONTRACTOR** agrees that they will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the **CONTRACTOR** agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Aviation Administration (FAA) may issue.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying Contract:
 - a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e, and the **CONTRACTOR** agrees to comply with all applicable equal employment opportunity requirements of U.S.

Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, Equal Employment Opportunity, as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The **CONTRACTOR** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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.

- b) Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623, and the **CONTRACTOR** agrees to refrain from discrimination against present and prospective employees for reason of age.
 - c) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the **CONTRACTOR** agrees that they will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities.
3. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to them that the **CITY** may establish by regulation.
 4. The **CONTRACTOR** shall comply with all applicable Federal, State, and City laws concerning the prohibition of discrimination.
 5. The **CONTRACTOR** shall include the provisions of Subsections 1 through 4 of this Section in every subcontract or purchase order under this Agreement, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this Agreement.
 6. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause
 7. The **CONTRACTOR** also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FAA, modified only if necessary to identify the affected parties.

CONDITIONS AND NONCOLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein.

We further agree to furnish the product/services specified at the prices stated herein. We additionally agree to deliver the product/services to the location and by the date set forth herein, if applicable.

In signing, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free



competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid/Proposal; that this Bid/Proposal has been independently arrived at without collusion with any other competitor; that the above statement is accurate under penalty of perjury.

THIS AGREEMENT EXECUTED THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY OF BILLINGS, MONTANA

GCR INC. DBA CIVIX

WILLIAM A. COLE
MAYOR

TIMOTHY A. WALSH
PRESIDENT

APPROVED AS TO FORM

CITY ATTORNEY

ATTEST

DENISE BOHLMAN, CITY CLERK

Draft

DEBARMENT CERTIFICATION**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OTHER
INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The **CONTRACTOR**, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
2. Have not, within a three year period preceding this Bid/Proposal, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in Paragraph 2. of this certification.
4. Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State, or Local) terminated for cause or default.

Where the **CONTRACTOR** is unable to certify to any of the statements in this certification, such **CONTRACTOR** shall attach an explanation to this Bid/Proposal.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

CONTRACTOR

DATE

ATTACHMENT A
SCOPE OF SERVICES

- A. Overview: The purpose of this RFP is to obtain the services of a qualified firm to provide a Lease Management and Accounting System for the Billings Logan International Airport that captures all of the Airport's leases, permits, use agreements, and temporary agreements. The software must provide all necessary reports, journal entries, and outputs necessary to comply with legacy Government Accounting Standards Board (GASB) standards, be scalable in order to meet future business and technology needs, and integrate with third-party applications. The Airport is looking for a solution that will consolidate data entry, tracking (current and historical), include all accounts receivable accounting functions, provide customized and flexible reporting, comply with legal requirements, and provide tenant services such as online payment capability. Mandatory functions include export of current tenant data into the new system, creation of individual tenant lease/permit/agreement profile reports, creation of a tickler report for expiration dates, adjustments and reminders, all accounts receivable functions, and integration with the City's financial/ERP system.
- B. Service Period: Services are to be provided for an initial five (5) year agreement period, with three (3) five-year options to renew by mutual agreement. The software shall allow for export of data to other applications, for batch uploading of initial lease data and for access controls set up by user profiles. The selected firm shall provide implementation support and customization, training for system users, and post implementation support and maintenance. The Airport has approximately 100-120 leases, permits, and use agreements, and will initially require a minimum of five (5) user licenses.
- C. System Technical Requirements: Proposer's response should contain general information on the system's technical requirements noted below. If selected for a presentation/demonstration, detailed information on the following items shall be provided to the RFP Contact prior to the presentation/demonstration.
1. Cloud-based hosting must include:
 - a) The cloud-based proposal must identify what the minimum requirements are for cloud-based storage and how the required storage requirements are determined. If additional storage resources are needed, specify whether this requires additional costs.
 - b) The cloud-based hosting proposal must include all hardware/infrastructure and provide for all future capacity growth as part of Proposer's proposed hosting fees.
 - c) The Proposer must remain on supported technology at all times, and must perform infrastructure updates and apply patches on a regular basis as part of their proposed fees.
 - d) The Proposer must provide and apply application version/patch updates on a regular basis as part of their proposed fees.

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- e) Updates must not interrupt service and must be implemented solely by Proposer.
- f) The system must be secure, meeting the City of Billings IT security specifications.
- g) The Proposer must provide IT security services for the cloud-based hosted systems as part of their proposed fees and these services must include intrusion detection, penetration monitoring, vulnerability scanning, and annual SOC auditing.
- h) Cloud-based hosting must be provided through a reputable data center vendor, preferred servers are AWS, Azure, or comparable.

2. Security:

- a) Include an overview of the IT security services.
- b) Is the Proposer PCI certified? Provide latest PCI attestation.
- c) Are all costs associated with PCI compliance included in the Proposer's bid?
- d) Does the Proposer undergo annual SOC audits? What level of SOC audits do you undergo?
- e) Are all costs associated with annual SOC audits included in the Proposer's bid?
- f) Does the Proposer's proposed services include intrusion detection? If not, please include the additional cost to provide these solutions in Proposer's pricing.
- g) What tools does the provider utilize in performing IT security services?
- h) Does the Proposer provide validated procedures for security configuration management, security patch installation, and malware prevention on all servers and PCs involved in service delivery?
- i) Please describe how the Proposer performs the following IT security services:
 - 1) Vulnerability Scanning
 - 2) Penetration Testing
 - 3) Intrusion Detection
 - 4) SIEM Monitoring
 - 5) Software Security Patching
- j) Does the Proposer utilize an independent third party to conduct annual information security penetration tests of their IT systems?
- k) Please describe any expectations Proposer has of City staff related to IT security services.

3. System Maintenance:

ATTACHMENT A

SCOPE OF SERVICES

- a) Describe system maintenance included.
 - b) Describe how system enhancements are prioritized.
 - c) Describe the upgrade cycle.
4. Reliability:
- a) Describe how the hosted solution provides for disaster recovery.
 - b) Describe the backup process including frequency, if the backup media is stored at an offsite location, and how many backup copies are maintained.
 - c) Describe redundancy features.
 - d) Are all hosting locations within the United States? Are hosting locations distributed geographically? What is the physical location of each datacenter? If hosted by a third party, list the name of the hosting party.
5. Network Capability and Availability:
- a) Describe the backbone connectivity of datacenter(s) to broadband provider(s). Is there physical circuit diversity with respect to how circuits enter the datacenter(s)?
 - b) What are the speeds of circuits entering the datacenter(s)?
 - c) What measures are in place to mitigate single points of failure in your network connection(s) to broadband providers?
 - d) What are the optimal bandwidth recommendations for end-points running Proposer's solution?
6. Data Management:
- a) Describe the ability and process to return the City's data upon contract termination.
 - b) Are copies of backups of the data set available to the City throughout the length of the contract?
 - c) The City is requiring that software use Microsoft SQL Server for its database. Does Proposer's software meet this requirement?
 - d) Will City IT staff have access to the database(s) for reporting and query purposes?
- D. Outline of Scope of Services: An outline of the functional details desired in the Scope of Services is provided in checklist format in the attached Form 11. Proposer is required to complete this form and include it in their RFP response. However, the final scope of work will be negotiated with the successful Proposer.



FORM 11

SCOPE OF SERVICES

FUNCTIONAL DETAILS				
FUNCTION		Can Provide		RFP Proposal
		Yes	No	Page #
LEASE ADMINISTRATION & MANAGEMENT				
1.	Create individual lease entries by tenant name, lease type, with multiple charge codes.	x		9
2.	Provide specific lease data fields for:	x		9
	• Lease number	x		9
	• Term - beginning and expiration	x		9
	• Insurance - multiple types, limits, and policy expiration dates	x		9
	• Business license expiration date	x		9
	• Performance bond - amount and expiration	x		9
	• Annual adjustment (CPI) date and index	x		9
	• Tenant specific info -address, billing address, e-mail, legal notice address, MAG, holdover, contacts, payment terms/frequency, fixed/recurring fees, late fees, security deposit	x		9
	• Location (address, parcel description)	x		9
3.	Ability to upload copies of leases and other documentation.	X		5, 6
4.	Attach documents of any file type (PDF, JPG, TIF, DOC, Excel workbook).	X		3
5.	Import and associate PDF, JPG, PNG, and other common image file types to display floor plans and maps. Viewing images is preferred from an internal image viewer over external applications.	X		9
6.	Track available and vacant parcels separately.	X		10
7.	Option for tenants to pay charges online through a tenant portal is preferred. Airport will consider proposals with or without this feature. If this is a separate module, separate pricing should be noted on the pricing matrix.	X		9
8.	Track lease history and provide an audit trail for any lease changes.	X		7
9.	Track renewal options and allows users to designate the renewals as reasonably certain for renewal or not reasonably certain for renewal, with lease term reflecting the designation.	X		7
10.	Allow create and use of customized lease categories and/or fields for reporting and tracking.	X		9
11.	Track short-term leases if Airport elects to enter them.	X		3



FORM 11

SCOPE OF SERVICES

FUNCTIONAL DETAILS				
FUNCTION		Can Provide		RFP Proposal
		Yes	No	Page #
ACCOUNTING				
12.	Create a set of standard reports and dashboards with sorting and filtering capabilities.	X		3
13.	Allow for customizable reports and dashboards for specific users.	X		3
14.	Ability to match receipts to invoices, payment type.	X		8
15.	Airport intends to use this system as its Accounts Receivable system.	X		8
16.	Receipt management - review open invoices on accounts receivable ledger.	X		8,9
17.	Create a set of standard invoices for different tenant types and charges.	X		8
18.	Implement GASB 87 Leases. Can the system apply the aviation/aeronautical lease exclusion for GASB 87? (City will consider proposals with and without GASB 87 implementation and compliance feature)	X		7
19.	Airport intends to utilize the lease software for calculation of all tenant AR charges such as recurring monthly, quarterly, semi-annual, and annual lease billings. Lease software billing information (charges and tenant payments and receipts) MUST export to the City's accounting software, preferably through an API.	X		8
20.	Support both full and partial lease terminations, including automatic generation of the associated journal entries.	X		8
21.	Provide ability to record a catch-up entry for a lease that was not timely entered into the software.	X		8
22.	Import and capture of aviation flight, fuel, landing and concession statistics from Airport's spreadsheets. (City will consider proposals with and without this capability.)	X		7
23.	Ability to support rent payments in advance and arrears.	X		9
24.	Support complex aviation rent calculations.	X		8, 9
25.	Track and account for lease charges beyond rent such as utilities, landing fees, repairs, etc.	X		8
26.	Provide for forecasting of lease revenue analysis.	X		8



FORM 11

SCOPE OF SERVICES

FUNCTIONAL DETAILS				
FUNCTION		Can Provide		RFP Proposal
		Yes	No	Page #
TECHNICAL				
27.	Provide services to assist in migration of current leases, permits, and agreements into the system.	X		19
28.	Provide ability for workflow options and communication workflow:	X		
	• Send auto e-mail notification for workflow options and communications workflow	X		6, 9
	• Schedule and track notifications of account status reports, agreement term dates, audit reminders, insurance requirements, mailings, etc.	X		4, 7
29.	Track reminder notices for security deposit, LOC, performance bonds.	X		5
30.	Provide operational dashboards and reporting tools to monitor scheduled tasks, reports, due dates.	X		5
31.	Provide a custom reporting studio, allowing users to create their own reports.	X		9, 10, 20
32.	Provide ad hoc and customizable templates with Airport logo for account notices, all types of reminder letters, and other correspondence.	X		7
33.	Include e-mail capabilities using default templates with "reply to" functionality to the user's e-mail account.	X		3
34.	Provide rent escalations (CPI, etc.) and rate adjustments.	X		8
35.	Import and export data in following formats: CSV, MS Excel 2010 and newer, MS Office Suite 2010 and newer.	X		3, 22
36.	Provide search tools, menus, drop-down selections, and filters to simplify processes.	X		3
37.	Operate with commonly used computing devices, including but not limited to, PCs, laptops, tablets.	X		3
38.	Provide a list of compatible browsers that includes version options and denote if any special "plug-ins" are required. City reserves the right to stipulate the required internet browser.	X		3
39.	Provide controls to monitor user access and software versioning.	X		7, 21
40.	Provide system modifications and scalable enhancements, as Airport business needs change.	X		21



FORM 11

SCOPE OF SERVICES

FUNCTIONAL DETAILS				
FUNCTION		Can Provide		RFP Proposal
		Yes	No	Page #
TECHNICAL				
41.	Access to web-based application:	X		21, 26
	• 24-hour access to application	X		21
	• Ability to control/restrict access by individuals	X		27
	• Ability to securely access remotely	X		27
	• List other available options	X		27
42.	Error handling process for any failed transmissions, send notice to Airport contacts.	X		3
43.	Training (at no additional cost) classes for users. Describe the curriculum, schedule, duration, frequency. Provide training documentation and manuals to support user learning/adoption in format agreed upon by both parties.	X		12
44.	On-call technical support:	X		12
	• Assist/resolve problems with users	X		12
	• Remedy hardware, software, integration problems	X		12
	• Provide support via toll-free phone and/or e-mail between 8 a.m. and 5 p.m.	X		12
	• MST on weekdays excluding Federal holidays	X		12
	• Log, rank, prioritize and resolve support issues in timely manner	X		12
	• Provide report on problem, cause, and resolution	X		12
	• Provide implementation support, post implementation support, and training for system use and updates	X		12
45.	Anticipate 5 user licenses initially; must have ability to add users as needed.	X		cover letter
46.	City currently uses CitySuite by Harris Computer Systems for its financial system. The lease software must interface all transactions, preferably through an API, to this software. Proposer is familiar with or has worked with CitySuite and Harris Computer Systems software in past.	X		18, 23



FORM 11

SCOPE OF SERVICES

FUNCTIONAL DETAILS			
FUNCTION	Can Provide		RFP Proposal
	Yes	No	Page #
TECHNICAL			
47.	If selected, Proposer will collaborate with City IT (and Harris Computer Systems support if necessary) during integration to format files necessary to export the lease software billing and payment information into the City's ERP/financial software. Any charges and receipt of payment will be posted in the lease management software and the information will be sent to respective general ledger accounts in the financial software via a batch process, not individual transactions.	X	18, 23
48.	This system is not intended to replace the City's fixed asset depreciation module; no integration needed. Lease management software has fixed asset tracking functionality.	X	7
49.	No integration needed with the proposed lease software and the City's utility software. Lease software has functionality for Airport to create utility invoices for specific Airport tenants.	X	8
50.	Proposed lease software shall be compatible with Windows 10 for proper installation, and shall be compatible with newer OS versions as they are adopted by City.	X	3
51.	City's IT Department is responsible for all data management and SQL integration.	X	3
52.	Allow for batch uploading of initial Airport lease data.	X	19
53.	Provide access control set up by user profiles.	X	22
54.	Explain any requirements that the solution CANNOT satisfy. (Use a separate sheet.)	X	N/A
55.	Additional hardware required to run any of the applications.	X	N/A
56.	Online help feature.	X	12, 13
57.	Ability to use a wildcard, keyword, and multi-field search of records.	X	5
58.	Ability to associate lease space on a PDF map, scaled PDF floorplans, or support GIS graphical location data.	X	10
59.	Provide accounts receivable functions and the ability to accept credit card or ACH payments for the same via a PCI compliant web portal.	X	9
60.	Lease management software. If the software is structured to have a "base" of functionality, with separate modules to add other functions, provide a detailed explanation. (Use a separate sheet.)	X	5, 10



FORM 11

SCOPE OF SERVICES

FUNCTIONAL DETAILS			
FUNCTION	Can Provide		RFP Proposal
	Yes	No	Page #
OTHER SERVICES			
61.	For new service requests, contractor to develop a work plan detailing the specific tasks to be completed and a detailed not-to-exceed budget for performing such.	X	Standard; Pricing Form
62.	Describe other optional modules and/or services that may improve the Airport's management of tenant leases, permits, agreements, invoicing and receivables.	X	10

STANDARD TERMS AND CONDITIONS

ACCESS AND RETENTION OF RECORDS: The Contractor agrees to provide the City, City Auditor(s), or their authorized agents, access to any records necessary to determine contract compliance (MCA 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the contract, or the conclusion of any claim, litigation, or exception relating to the contract taken by the City or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The Contractor shall not assign, transfer, or subcontract any portion of the contract without the express written consent of the City.

AUTHORITY: The attached request for proposal, limited solicitation, or contract is issued under authority of Title 18, MCA, and the Administrative Rules of Montana, Title 2, Chapter 5.

COMPLIANCE WITH LAWS: The Contractor must, in performance of work under the contract, fully comply with all applicable Federal, State, or Local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subcontracting or subcontracting by the Contractor subjects the subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and proposals and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, sexual orientation, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the City. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.

DEBARMENT: The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the City.

DISABILITY ACCOMMODATIONS: The City does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to the City office. Interested parties should provide as much advance notice as possible.

FAILURE TO HONOR BID/PROPOSAL: If a Contractor to whom a contract is awarded refuses to accept the award (contract) or fails to deliver in accordance with the contract terms and conditions, the City may, in its discretion, reject all future proposals and/or business agreements with the Contractor.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the

STANDARD TERMS AND CONDITIONS

reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The Contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in factor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the Contractor and/or its agents employees, representatives, assigns, subcontractors, except the sole negligence of the City, under this agreement.

INSURANCE: The Contractor shall obtain and maintain insurance coverage, at its expense, for the following claims which may arise out of the performance of the contract award whether resulting from the Contractor's operations or from the operations of any subcontractor, anyone in the employ of any of them, or by an individual or entity for whose acts they may be liable: The insurance shall cover such claims as may be caused by any negligent act or omission. The insurance shall be provided by a company with rating of (A.M. Best) B+ VI or Better.

Workers' Compensation:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation insurance coverage for all members and employees of Contractor's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.
3. Contractor shall furnish CITY with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an Excess or Umbrella Liability policy.

General Aggregate per Project	\$3,000,000
Each Occurrence	\$1,500,000
<u>Coverages</u>	
Premises/Operations	
Products/Completed Operations Aggregate	
Contractual Liability	
Independent Contractors Coverages	
Broad Form Property Damage	
Personal Injury	

STANDARD TERMS AND CONDITIONS

Professional Liability (Technology Errors and Omissions) coverage as follows:

Per Claim	\$2,000,000
Combined Single Limits for each Wrongful Act	

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the City prior to cancellation. Certificates of insurance showing required coverage to be in force shall be filed with the City within five (5) days of execution of the contract and prior to commencement of work to be performed. Policies shall be endorsed to name the City as primary additional insured, and copies of the endorsements provided with the insurance certificate(s). The Contractor shall notify the City a minimum of thirty (30) days prior to any cancellation or change to the insurance coverage provided. The Contractor shall bear the sole responsibility to provide continuing insurance coverage for the duration of this agreement. .

The City shall be listed as an additional insured on all policies except Workers' Compensation and Professional Liability Policies. In addition, all policies except Workers' Compensation shall contain a waiver of subrogation against the City.

All insurance shall be written on an "occurrence" basis. "Claims made" insurance coverage is not allowed.

Cyber/Information Security Insurance:

The Contractor shall purchase and maintain cyber/information security insurance coverage with combined single limits for each wrongful act of \$2,000,000 per occurrence to cover the unauthorized acquisition of personal information such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with §2-6-1501, MCA through §2-6-1503, MCA. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Such insurance must cover, at a minimum, privacy notification costs, credit monitoring, forensics investigations, legal fees/costs, regulatory fines and penalties, and third party liability settlements or judgements as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns or subcontractors.

Note: If occurrence coverage is unavailable or cost-prohibitive, the City will accept "claims made" coverage provided the following conditions are met:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work;
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work; and
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

STANDARD TERMS AND CONDITIONS

System Security:

Contractor shall ensure systems delivered are adequately secure. For purposes of this RFP, adequate security is defined to require compliance with Federal and State of Montana security requirements and to ensure freedom from those conditions that may impair the City's use of its data and information technology or permit unauthorized access to the City's data or information technology.

The City has established control standards and policies that align with the NIST Cybersecurity Framework. The latest revision of NIST SP 800-53 is used for control adherence evaluation established after developing a security categorization utilizing FIPS PUB 199. Thus, Contractor shall provide reasonable proof, through independent audit reports, **security scans of operating systems, code or the technology environment provided**, that the proposed system meets or exceeds Federal and State of Montana security requirements to ensure adequate security and privacy, confidentiality, integrity, and availability of the City's data and information technology.

Annual assurance statements shall be delivered to the Contract Liaison. Annual assurance statements must contain a detailed accounting of the security controls provided and must be in the form of a NIST Security Assessment Report or FedRAMP Security Assessment Report.

Prohibited Activities and Spoofing:

Licensor and its officers, employees, agents, subcontractors, and affiliated users, shall not violate or attempt to violate the security of the City or State of Montana's network or interfere or attempt to interfere with the systems, networks, authentication measures, servers or equipment, or with the use of or access to the network by any other user. Such prohibited activity includes (i) accessing or logging into a server where access is not authorized; (ii) unauthorized probing, scanning, or testing the security or vulnerability of the City or State's network or other systems; and (iii) attempting to portray itself as the City or State or an affiliate of the City or State or otherwise attempting to gain access, without authorization, via the network or systems to any account or information technology resource not belonging to Contractor or its officers, employees, agents, subcontractors, and affiliated users. Contractor shall not perform unauthorized spoofing or scanning of any kind, including user account identity. Systems shall not spoof the billingsmt.gov or mt.gov domains or engage in e-mail spoofing. E-mail spoofing is the creation of e-mail messages with a forged sender address. For example, e-mail spoofing includes creating or sending e-mails using the City or State's domain.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or part by the contract must be available to the City for royalty-free and non-exclusive licensing. The Contractor shall notify the City in writing of any invention conceived or reduced to practice in the course of performance of the contract. The City shall have a royalty-free, nonexclusive, and irrevocable right to reproduce publish or otherwise use and authorize others to use copyrightable property created under the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana may be required to register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the



ATTACHMENT B

STANDARD TERMS AND CONDITIONS

Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana, and provide a copy to the City. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

TAX EXEMPTION: The City is exempt from Federal Excise Taxes (#81-6001237).

TERMINATION OF CONTRACT: Unless otherwise stated, the City may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform under the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

GOVERNING LAW: The laws of Montana govern this solicitation. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the Thirteenth Judicial Court in and for the County of Yellowstone, State of Montana. (MCA 18-1-401).

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS**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.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] 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 | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] 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 | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the 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.

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 subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

TITLE VI SOLICITATION NOTICE

The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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:

1. 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

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

- time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** 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.
 3. **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.
 4. **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 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.
 5. **Sanctions for Noncompliance:** 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.
 6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six 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.

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 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);
- 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);
- 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;
- The Age Discrimination Act of 1975, as amended (42 USC § 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);

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

- 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 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;
- 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 USC 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

DEBARMENT AND SUSPENSION

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.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, 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 Certification of Offerer/Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration 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.

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS**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 Department of Transportation-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 Owner deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

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.

DISTRACTED 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 Federal Aviation Administration 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 subgrant.

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 that involve driving a motor vehicle in performance of work activities associated with the project.

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 USC 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, 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-time workers.

The [Contractor | Consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [Contractor | Consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS**FOREIGN TRADE RESTRICTION**

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

1. 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);
2. 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 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 USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
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 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 USTR, 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 (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

LOBBYING

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

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

- 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.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and 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.

OCCUPATIONAL SAFETY AND HEALTH ACT

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 (20 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.

TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1. The applicant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
2. The applicant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION OF CONTRACT**TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

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:

1. completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. 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;
3. reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. 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.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

FEDERAL AVIATION ADMINISTRATION (FAA) PROVISIONS

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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 USC 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.