

**CONTRACT AMENDMENT NO 4.:**  
**CONTRACT FOR COURIER SERVICES FOR MONTANA STATE LIBRARY**  
**CONTRACT NO: LIB18-0013LS**

This CONTRACT AMENDMENT No. 1 amends the above-referenced contract between the State of Montana, Montana State Library (State), whose address and phone number are 1515 E. 6<sup>th</sup> Ave, Helena, MT 59620, 406-444-5350 and Montana Air Cartage, Inc. (Contractor), whose address and phone number are 5700 Titan Avenue, Billings, MT 59101 and 406-245-8622.

This Contract is amended as follows:

- 1) Under the section entitled Effective Date, Duration, and Renewal, the parties mutually agree to extend this Contract from July 1, 2022, through June 30, 2023 per the terms, conditions, and prices agreed upon. This is the fourth renewal, fifth year of the Contract.
- 2) Section 3 of the Contract, "Services and/or Supplies," is replaced with the following:

**Section 3. Services and/or Supplies.** Contractor will provide statewide courier services to serve the drop sites and delivery destinations that are mutually agreed upon by Contractor and State.

Contractor shall provide the following:

- Contractor will provide physical delivery of materials between libraries across the state of Montana. Materials shipped include but are not limited to books, CD's, DVD's, documents, envelopes, program trunks and other library material.
- Contractor will serve the drop sites mutually agreed upon by Contractor and State.
- A stop is defined as arriving at one library on the scheduled day and includes both dropping off all incoming items (provided there are any to drop off) and picking up all outgoing items (provided there are any items to pick up). The Contractor will stop on the scheduled day regardless of whether there are crates to be delivered. The Contractor may arrange with drop sites on an individual basis to make additional deliveries on unscheduled days as necessary.
- Contractor will not charge drop site libraries for missed stops. If the contractor misses a stop they will reschedule that stop at the next possible opportunity and charge the drop site for only the day of the delivery.
- Contractor will leave any empty crates with drop sites Drop sites shall be responsible for the storage and distribution of empty crates.
- Contractor will establish standard arrival times with each drop site member.
- Contractor will schedule its delivery time during the hours a library is open to the public unless otherwise specified by the drop site member.
- Contractor will not deliver items if the drop site member is closed, unless an alternate arrangement has been confirmed in writing with the drop site member. Re-delivery will be attempted the next scheduled delivery day.
- Contractor will be obligated to arrive within the time frame established with each drop site member.

**Holidays and scheduled closings**

- Contractor shall make scheduled stops to drop site libraries except on federal holidays. The Contractor may change the service schedule with no less than one week's (seven calendar days) prior written notice.

**Personnel**

- All Contractor employees engaged in this contract must adhere to all established building policies and procedures regarding security and conduct.
- Contractor shall name a single individual as a project manager for the Contract. The manager will see that the contract requirements are met and will be the point person for problem resolution.
- Under no circumstances shall the Contractor or any subcontractor personnel be deemed employees of the State.
- Contractor or subcontractor personnel shall not represent themselves to be employees of the State.
- All delivery vehicles must be supplied by the Contractor, maintained in clean condition, and have sufficient cargo capacity to accommodate the volume of materials to be picked up.
- Contractor shall provide reasonable protection from the elements and other conditions which may result in damage

**Support: Lost or damaged items**

- Contractor will respond to the drop site member regarding all reported problems within 7 business days.

**The State Library will:**

- Provide support to libraries in troubleshooting chronic issues with the Contractor.
- Provide standards for labeling, turnaround time, reporting closed days, and changes to delivery schedules.

Except as modified above, all other terms and conditions of Contract No. LIB18-0013LS remain unchanged.

**STATE OF MONTANA  
MONTANA STATE LIBRARY  
1515 E. 6<sup>TH</sup> AVENUE  
HELENA, MT 59620**

**MONTANA AIR CARTAGE INC.  
5700 TITAN AVENUE  
BILLINGS, MT 59101  
FEDERAL ID # 84-1374487**

BY: Jennie Stapp State Librarian  
(Name/Title)

BY: Blake Willis Safety Manager  
(Name/Title)

DocuSigned by:  
Jennie Stapp  
6CFCAC4926784DB...  
(Signature)

DocuSigned by:  
Blake Willis  
37FBF132D6B49B...  
(Signature)

DATE: 6/14/2022

DATE: 6/13/2022

Legal Approval:

DocuSigned by:  
Michele Snowberger 6/13/2022  
DD6EA2A18811497...  
Legal Counsel (Date)

Approved as to Form:

DocuSigned by:

*Anna Lubick*

6/13/2022

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Procurement Officer  
State Procurement Bureau

(Date)