



Water Treatment Program Agreement

For

**Mississippi Library Commission
3881 Eastwood Drive
Jackson Mississippi 39211**

The Chem-Aqua Water Treatment Program is an important step in achieving efficient operation and extending the useful life of valuable cooling and heating equipment.

By this AGREEMENT Mississippi Library Commission (hereinafter referred to as "Customer") agrees to purchase and Chem-Aqua, Inc. (hereinafter referred to as "Chem-Aqua") agrees to provide a professional Water Treatment Program for the SYSTEM(S) for an annual cost of \$3,150.00 be paid in 4 equal billings of \$787.50 each.

The term of this AGREEMENT shall be for 12 months starting April-1-25 and ending March-31-26. This price includes service but does not include any taxes or handling fees that may be applicable. The systems covered by this agreement are the closed Loops. Chemicals to be purchased outside the contract using Mississippi State Contract pricing.

Chem-Aqua will have a representative call on Customer and provide directions for the initial application of the treatment chemicals. Thereafter, a representative will visit Customer Quarterly to check the systems, collect water samples, and test the treated waters. A written report documenting the results of the service visits and any recommendations will be provided to the designated personnel of customer.

Customer agrees to follow the recommendations provided by Chem-Aqua on the water treatment program and to maintain the necessary feed and control devices to insure proper application and functioning of the water treatment chemicals. Customer will purchase or otherwise provide and install the required equipment. Chem-Aqua will provide assistance for the installation if requested by Customer.

Customer agrees to permit Chem-Aqua reasonable access to its premises and the system to allow Chem-Aqua personnel to perform their services.

Customer agrees to perform routine cleaning of the systems covered in this agreement.

Customer agrees to perform maintenance and repairs of equipment as recommended by equipment manufacturer or mechanical contractor. If Chem-Aqua determines that repairs to the system are required to permit its products to effectively protect Customer's equipment, Customer agrees to cause such repairs to be made at its expense. Customer agrees to inform Chem-Aqua of modifications to the system or any design elements in the system such as dead-legs that would affect the flow of water through the equipment.

Chem-Aqua's treatment of biological growth is for the purpose of reducing the risk of that growth causing damage to the equipment or otherwise interfering with the operation of the system and is not meant to protect against health risks from exposure to biological growth.

Chem-Aqua has no responsibility for damages to the system or conditions such as scale or corrosion, which existed prior to the start of the Water Treatment Program, or for damages due to customer's failure to properly operate, maintain or repair equipment. Chem-Aqua is not responsible for damages due to Customer's failure to implement recommendations made by Chem-Aqua.

This AGREEMENT is effective as of the date it is signed and, and shall remain in effect until cancelled by either party submitting a 30 day written notice of cancellation. Customer will be responsible for payment of all products/equipment shipped and services rendered prior to cancellation of program. Upon cancellation, Customer must return all Chem-Aqua supplied equipment (which has not been separately purchased.) After the initial 12 months, and if business conditions warrant, Chem-Aqua may implement a general price increase to Customer which will be reflected on the next invoice to Customer.

**New Contract will be signed after
3/31/2026 if agreed up on by both parties.**

AGREED TO on this __18__ day of __March 5 2025_____, 2025__.

By Terry Langston *Terry Langston*
Chem-Aqua, Inc.

P.O. Box 152170
Irving, TX 75015

1-800-527-9919

Terry Langston-601-613-0858

Terry.langston@nch.com

By *Lynn Burris*
Lynn Burris (Apr 24, 2025 10:54 CDT)

Customer
Mississippi Library Commission

3881 Eastwood Drive Jackson, MS 39211

(Address)

601-432-4098

(Phone)

**Water Treatment Program Agreement
Mississippi Library Commission and Chem-Aqua, Inc.
Additional Contract Clauses**

APPLICABLE LAW

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of Mississippi.

APPROVAL

It is understood that if this contract requires approval by the Public Procurement Review Board ("PPRB") and/or the Department of Finance and Administration Office of Personal Service Contract Review ("OPSCR"), and this contract is not approved by PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of Mississippi Library Commission to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt the appropriated funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, regardless of the source of funding, Mississippi Library Commission shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expense to the Mississippi Library Commission of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

COMPLIANCE WITH EQUAL OPPORTUNITY IN EMPLOYMENT POLICY

Contractor understands that the Mississippi Library Commission is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services.

COMPLIANCE WITH LAWS

Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

E-PAYMENT

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi "Timely Payments for Purchases by Public Bodies" laws, which generally provide for payment of undisputed amounts by the Agency within 45 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301, *et seq.*

E-VERIFICATION

If applicable, Contractor represents and warrants that it will ensure its compliance with the *Mississippi Employment Protection Act* and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 and 71-11-3. Contractor agrees to provide a copy of each verification upon request of the Mississippi Library Commission subject to approval by any agencies of the United States Government. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

The breach of this clause may subject Contractor to the following: (1) termination of this contract and exclusion pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*; (2) the loss of any license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity for the right to do business in Mississippi; or (3) both. In the event of such termination, Contractor would also be liable for any additional costs incurred by the Agency due to Contract cancellation or loss of license or permit to do business in the state.

INDEPENDENT CONTRACTOR STATUS

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the Mississippi Library Commission. Nothing contained herein shall be deemed or construed by the Mississippi Library Commission, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the Mississippi Library Commission and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Mississippi Library Commission or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the Mississippi Library Commission and Contractor.

Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Mississippi Library Commission. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Mississippi Library Commission, and the Mississippi Library Commission shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees.

The Mississippi Library Commission shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Mississippi Library Commission shall not provide to Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Mississippi Library Commission for its employees.

NO LIMITATION OF LIABILITY

Nothing in this agreement shall be interpreted as excluding or limiting any liability of the Contractor for harm arising out of the Contractor's or its subcontractors' performance under this agreement.

PAYMODE

Payments by Mississippi Library Commission using the state's accounting system shall be made and remittance information provided electronically as directed by the state and deposited into the bank account of Contractor's choice. The Mississippi Library Commission may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during

the term of this Agreement. Contractor understands and agrees that the Agency is exempt from the payment of Mississippi taxes. All payments shall be in United States currency.

PROCUREMENT REGULATIONS

This contract shall be governed by the applicable provisions of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available on the Mississippi Department of Finance and Administration's website (www.dfa.ms.gov). Any offeror responding to a solicitation for personal and professional services and any contractor doing business with a state Agency is deemed to be on notice of all requirements therein.

PROPERTY RIGHTS (for the contract)

Property rights do not inure to contractor until such time as services have been provided under a legally executed contract. Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Mississippi Library Commission may terminate this contract at any time for its own convenience.

REPRESENTATION REGARDING GRATUITIES

Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of Mississippi Library Commission a gratuity or offer of employment in connection with any approval, disapproval, recommendation, development, or any other action or decision related to the solicitation and resulting contract. Contractor further represents that no employee or former employee of Mississippi Library Commission has or is soliciting, demanding, accepting, or agreeing to accept a gratuity or offer of employment for the reasons previously stated; any such action by an employee or former employee in the future, if any, will be rejected by contractor. Contractor further represents that it is in compliance with the Mississippi Ethics in Government laws, codified at Mississippi Code Annotated §§ 25-4-101 through 25-4-121, and has not solicited any employee or former employee to act in violation of said law.

REQUIRED PUBLIC RECORDS AND TRANSPARENCY

Upon execution of a contract, the provisions of the contract which contain the personal or professional services provided, the unit prices, the overall price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information pursuant to Mississippi Code Annotated § 25-61-9(7). The contract shall be posted publicly on www.transparency.ms.gov and shall be available for at the Agency for examination, inspection, or reproduction by the public. The contractor acknowledges and agrees that the Mississippi Library Commission and this contract are subject to the *Mississippi Public Records Act of 1983* codified at Mississippi Code Annotated §§ 25-61-1, *et seq.* and its exceptions, Mississippi Code Annotated § 79-23-1, and the *Mississippi Accountability and Transparency Act of 2008*, codified at Mississippi Code Annotated §§ 27-104-151, *et seq.*

STOP WORK ORDER

The Mississippi Library Commission may, by written order to Contractor at any time, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a period of time specified by the Mississippi Library Commission. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further

cost to the Mississippi Library Commission. Upon expiration of the stop work order, Contractor shall resume providing the services which were subject to the stop work order, unless the Mississippi Library Commission has terminated that part of the agreement or terminated the agreement in its entirety. The Mississippi Library Commission is not liable for payment for services which were not rendered due to the stop work order.

TERMINATION

Termination for Convenience. The Mississippi Library Commission may, when the interests of the Agency so require, terminate this contract in whole or in part, for the convenience of the Agency. The Mississippi Library Commission shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

Termination for Default. If the Mississippi Library Commission gives the Contractor a notice that the personal or professional services are being provided in a manner that is deficient, the Contractor shall have 30 days to cure the deficiency. If the Contractor fails to cure the deficiency, the Mississippi Library Commission may terminate the contract for default and the Contractor will be liable for the additional cost to the Mississippi Library Commission to procure the personal and professional services from another source. Termination under this paragraph could result in Contractor being excluded from future contract awards pursuant to Chapter 15 of the *Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*. Any termination wrongly labelled termination for default shall be deemed a termination for convenience.

NOTICES

All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For Contractor: Chem-Aqua, Inc. Representative: Terry Langston
P. O. Box 152170, Irving, Texas 75015-2170

For the agency: Lynn Burris, Deputy Director – Administrative Services
Mississippi Library Commission
3881 Eastwood Drive, Jackson, MS 39211

Both parties agree to these additional terms and conditions to be included in the agreement for the Water Treatment Program Agreement for the Mississippi Library Commission with an effective date of April 1, 2025 through March 31, 2026.

Mississippi Library Commission

Lynn Burris
Lynn Burris (Apr 24, 2025 10:54 CDT)

Lynn Burris

Apr 24, 2025

Date

Contractor: Chem-Aqua

Terry Langston
Terry Langston (Apr 22, 2025 09:44 CDT)

Terry Langston

Apr 22, 2025

Date










Contract FY2025 - Chem-Aqua, Inc - final - revised

Final Audit Report

2025-04-24

Created:	2025-04-21
By:	Bobbie Green (bgreen@mlc.lib.ms.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAh_q6ZIm7VT3lQwN1zgthXH4lEZlEgKdd

"Contract FY2025 - Chem-Aqua, Inc - final - revised" History

-  Document created by Bobbie Green (bgreen@mlc.lib.ms.us)
2025-04-21 - 6:51:37 PM GMT
-  Document emailed to terry.langston@nch.com for signature
2025-04-21 - 6:53:26 PM GMT
-  Email viewed by terry.langston@nch.com
2025-04-22 - 5:48:47 AM GMT
-  Signer terry.langston@nch.com entered name at signing as Terry Langston
2025-04-22 - 2:44:38 PM GMT
-  Document e-signed by Terry Langston (terry.langston@nch.com)
Signature Date: 2025-04-22 - 2:44:40 PM GMT - Time Source: server
-  Document emailed to Lynn Burris (lburris@mlc.lib.ms.us) for signature
2025-04-22 - 2:44:42 PM GMT
-  Email viewed by Lynn Burris (lburris@mlc.lib.ms.us)
2025-04-24 - 3:52:11 PM GMT
-  Document e-signed by Lynn Burris (lburris@mlc.lib.ms.us)
Signature Date: 2025-04-24 - 3:54:59 PM GMT - Time Source: server
-  Agreement completed.
2025-04-24 - 3:54:59 PM GMT



Adobe Acrobat Sign

Mississippi Library Commission- Contract Request - FY25 (July 1, 2024 - June 30, 2025)

All initial contract requests and renewals or amendments to contracts must have this form completed.

Date of Request: April 1, 2025

Description of Contract:

Water treatment program agreement

Initial Request/Renewing/Amending:

☒ Awarding ☐ Renewing ☐ Amending

Contractor Name: Chem-Aqua

Contractor Address: P. O. Box 152170
Irving, TX 75015

Total Contract Award: \$3,150.00

Period of Services

Start: Tuesday, April 1, 2025

to

End: Tuesday, March 31, 2026

Purpose (attach a detailed scope of work if initial request; if renewal or amending include justification and any cost increases or changes to original scope of work):

Company will conduct quarterly checks of the chilled and hot water loops. Company will check the systems, collect water samples, and test the treated water. A written report documenting the results of the service visits and any recommendations will be provided to the Library Commission.

Analysis Describing Award, Renewal, or Amendment of Contract (include specifications, quotes, and/or scoring criteria if applicable)

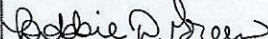
Contract is less than \$5,000. 4 quarterly reviews billed at \$787.50 per quarter.

Type of Contract:

☐ Sole Source ☐ Emergency ☐ Competitive ☒ Other

If selecting "other," provide detailed explanation:

Contract is less than \$5,000.

Requested by: 

Deputy Director Approval: 
Lynn Burris (Apr 24, 2025 15:04 CDT)

Administrative Services Approval:

Executive Director Approval (if applicable):

Contracts over \$10,000 require Executive Director's Signature

Approval of this agreement is only the initial step in the contract process. In order to establish a valid contract, a formal agreement will be developed by Business Services and the agreement will be signed by the Contractor and the Mississippi Library Commission.







Contract Request FY2025 - Chem-Aqua

Final Audit Report

2025-04-24

Created:	2025-04-21
By:	Bobbie Green (bgreen@mlc.lib.ms.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEgwKx-VfOZfh_fbz4iHRMbclbdajTI9Z

"Contract Request FY2025 - Chem-Aqua" History

-  Document created by Bobbie Green (bgreen@mlc.lib.ms.us)
2025-04-21 - 7:07:25 PM GMT
-  Document e-signed by Bobbie Green (bgreen@mlc.lib.ms.us)
Signature Date: 2025-04-21 - 7:08:44 PM GMT - Time Source: server
-  Document emailed to Lynn Burris (lburris@mlc.lib.ms.us) for signature
2025-04-21 - 7:08:46 PM GMT
-  Email viewed by Lynn Burris (lburris@mlc.lib.ms.us)
2025-04-24 - 8:03:44 PM GMT
-  Document e-signed by Lynn Burris (lburris@mlc.lib.ms.us)
Signature Date: 2025-04-24 - 8:04:03 PM GMT - Time Source: server
-  Agreement completed.
2025-04-24 - 8:04:03 PM GMT



Adobe Acrobat Sign