

**MISSISSIPPI LIBRARY COMMISSION
CONTRACT FOR PROFESSIONAL SERVICES**

1. Purpose

This agreement creates a binding contract for services between **Utah State Library Division** hereinafter referred to as “**the Contractor**” and the **Mississippi Library Commission**, hereinafter referred to as “**the Library Commission**.”

With this agreement, the Library Commission engages the Contractor to provide Braille library services to the eligible blind and physically handicapped citizens of Mississippi.

2. Scope of Services

The Contractor will perform and complete in a timely and satisfactory manner the following services as outlined in **Attachment B, “Scope of Work and Special Provisions,”** which is incorporated herein by reference and is made a part of this Agreement between Contractor and the Library Commission.

3. Contacts

The following staff has been empowered by the Library Commission to act as duly authorized representatives for this Agreement:

Primary: Jennifer Lena
jlina@mlc.lib.ms.us
601-432-4042

Secondary: Lynn Burris
lbarris@mlc.lib.ms.us
601-432-4098

The contact information for the Contractor:

Contractor: Utah State Library Division
250 North 1950 West, Suite A
Salt Lake City, Utah 84116

4. Relationship of Parties

It is understood by both parties that the Contractor is independent from the Library Commission and is not an employee of the Library Commission. The Library Commission, therefore, will not maintain any of the duties of an “employer” with respect to the Contractor.

Is the Contractor a retired Mississippi state government employee? (Circle one option)
Yes **No** Not Applicable (corporation or similar entity)

5. Period of Performance

This Contract will become effective for the period of July 1, 2025, and ending on June 30, 2026, upon the approval and signature of the parties hereto.

6. Terms of Payment

In consideration for the satisfactory performance and final acceptance of services by the Library Commission, the Library Commission will compensate the Contractor a flat fee of \$85.00 for one (1) active Braille user.

7. Modification / Amendments to Agreement

This agreement may be modified or amended at any time during the agreement period. Said modification(s) or amendment(s) must be agreed upon and signed by both parties.

8. Entire Agreement

- A. If there is any conflict(s) between this Agreement and any other Agreement or Contract (verbal or written), the terms of this Agreement and the Attachments will prevail.
- B. This Agreement and Attachment shall be governed by the laws of the State of Mississippi in the County of Hinds.
- C. This Agreement is hereby made subject to the terms and conditions included in **Attachment A, "Contract Clauses,"** and **Attachment B, "Scope of Work and Special Provisions,"** which are incorporated herein by reference and is made a part of this Agreement between Contractor and the Mississippi Library Commission.

Acceptance of Agreement

Both parties hereby acknowledge and accept the terms and conditions of this Agreement as evidenced by the signatures of these authorized persons set forth:

MISSISSIPPI LIBRARY COMMISSION

CONTRACTOR

Jennifer Lena

Lisa Nelson

Jennifer Lena

Utah State Library Division

Jul 8, 2025

Jul 8, 2025

Date

Date

**ATTACHMENT A
MISSISSIPPI LIBRARY COMMISSION
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 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, Library Commission shall have the right upon 10 business days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expense to the 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

The Contractor understands that the 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 the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services.

COMPLIANCE WITH LAWS

The 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

The 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, the 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. The Contractor agrees to provide a copy of each verification upon request of the Library Commission subject to approval by any agencies of the United States Government. The 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 the 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 the 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, the 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.

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 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 the Contractor's choice. The Library Commission may, at its sole discretion, require the Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. The 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 bidder 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 the contractor until such time as services have been provided under a legally executed contract. The Contractor has no legitimate claim of entitlement to the provision of work hereunder and acknowledges that the Library Commission may terminate this contract at any time for its own convenience.

REPRESENTATION REGARDING GRATUITIES

The Contractor represents that it has not, is not, and will not offer, give, or agree to give any employee or former employee of 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. The Contractor further represents that no employee or former employee of 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 the Contractor. The 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 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 Library Commission may, by written order to the Contractor at any time, require the 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 Library Commission. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize any further cost to the Library Commission. Upon expiration of the stop work order, the Contractor shall resume providing the services which were subject to the stop work order, unless the Library Commission has terminated that part of the agreement or terminated the agreement in its entirety. The Library Commission is not liable for payment for services which were not rendered due to the stop work order.

TERMINATION

Termination for Convenience. The 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 Library Commission shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The 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 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 Library Commission may terminate the contract for default and the Contractor will be liable for the additional cost to the 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: Utah State Library Division
 250 North 1950 West, Suite A
 Salt Lake City, Utah 84116

For the agency: Jennifer Lena, Deputy Executive Director
 Mississippi Library Commission
 3881 Eastwood Drive, Jackson, Mississippi 39211

ATTACHMENT B
SCOPE OF WORK AND SPECIAL PROVISIONS

THE UTAH STATE LIBRARY (USL) DIVISION AGREES TO:

1. Provide Braille library services to the eligible blind and physically handicapped citizens of Mississippi. These services include:
 - a) Braille service for active users shall include: reference, readers advisory, and interlibrary loan services; the circulation of Braille materials provided by Library of Congress, National Library Service for the Blind and Physically Handicapped, Braille materials purchased or obtained on loan from other sources by USL, and Braille materials prepared by USL; and the mailing and distribution of promotional materials, indexes, catalogs, and other materials for distribution.
 - b) An active Braille user for the purpose of this Agreement is defined as follows: a registered reader of Mississippi who has either (i) been certified to USL as an active user on the annual report and patron list provided by USL no later than the end of June during each year that this contract shall remain in force; or (ii) been certified by Mississippi as a new active Braille user to be added to the list of patrons. This definition shall be the sole determinant of active patron status, regardless of the number of circulation or amount of other services received by patron during the year.
2. Braille library materials will be shipped by USL to certified borrowers of Mississippi within two working days of receipt of request. When requested materials are not available, the request is added to a waiting list and will be sent when available.
3. USL will maintain a toll free communication network consisting of WATS telephone service so that Mississippi library patrons and staff may contact USL easily and without direct cost in regards to library service. Because of time difference, voice mail is available on this line for patrons to leave messages for the library after hours. Voice mail messages will be processed and calls returned the next business day.
4. If problems in service arise, Mississippi users will be notified at the earliest possible time so that solutions to the problem may be agreed upon mutually.
5. USL will maintain on-line catalog services, 24 hours a day, seven days a week. Patrons of Mississippi may access this catalog to request materials or other services on-line with initial setup and password.
6. Patrons in Mississippi can email USL with book and/or material requests through a designated email account at blind@utah.gov.
7. In May of each year, USL will send Mississippi an annual report consisting of a printout of current Braille users. This report shall provide a listing of all certified Braille users during the immediate past year of service, together with a reader history for each user. The list reflects

the Braille patrons for which Mississippi will be charged, and will also reflect the patrons the library has verified plus any new patrons added during the contract year.

8. That this contract cannot be assigned, subcontracted or transferred by USL to any other entity. .












Contract FY2026 - Utah State Library

Final Audit Report

2025-07-08

Created:	2025-07-07
By:	Bobbie Green (bgreen@mlc.lib.ms.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAD2v6EzPkIXBdEiiIR6AvWVfBURLVuMi

"Contract FY2026 - Utah State Library" History

-  Document created by Bobbie Green (bgreen@mlc.lib.ms.us)
2025-07-07 - 8:28:28 PM GMT
-  Document emailed to Lisa Nelson (lnelson@utah.gov) for signature
2025-07-07 - 8:29:07 PM GMT
-  Email viewed by Lisa Nelson (lnelson@utah.gov)
2025-07-07 - 8:30:53 PM GMT
-  Document signing delegated to Faye Fischer (ffischer@utah.gov) by Lisa Nelson (lnelson@utah.gov)
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-  Document signing delegated to Cara Rothman (crothman@utah.gov) by Faye Fischer (ffischer@utah.gov)
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-  Document e-signed by Lisa Nelson (lnelson@utah.gov)
Signature Date: 2025-07-08 - 7:25:46 PM GMT - Time Source: server
-  Document emailed to Jennifer Lena (jlina@mlc.lib.ms.us) for signature
2025-07-08 - 7:25:48 PM GMT
-  Email viewed by Jennifer Lena (jlina@mlc.lib.ms.us)
2025-07-08 - 8:25:26 PM GMT
-  Document e-signed by Jennifer Lena (jlina@mlc.lib.ms.us)
Signature Date: 2025-07-08 - 8:25:39 PM GMT - Time Source: server
-  Agreement completed.
2025-07-08 - 8:25:39 PM GMT



Adobe Acrobat Sign

Mississippi Library Commission- Contract Request - FY26 (July 1, 2025 - June 30, 2026)

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

Date of Request: Tuesday, July 1, 2025

Description of Contract:

The contract ensures that we are able to provide braille materials to Mississippi Talking Books patrons while borrowing them from the Utah State Library.

Initial Request/Renewing/Amending:

☐ Awarding ☒ Renewing ☐ Amending

Contractor Name: Utah State Library

Contractor Address: 250 North 1950 West
Suite A
Salt Lake City, UT 84116

Total Contract Award: \$85.00

Period of Services

Start: Tuesday, July 1, 2025

to End: Tuesday, June 30, 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):

Improve users' ability to obtain and use information resources

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

To provide Braille materials to patrons

Type of Contract:

☐ Sole Source ☐ Emergency ☐ Competitive ☒ Other

If selecting "other," provide detailed explanation:

Only \$85.00

Requested by: Miranda Loper

Miranda Loper / Jul 9, 2025 08:17 CDT

Deputy Director Approval: Jennifer Lena

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 FY2026 - Utah State Library

Final Audit Report

2025-07-09

Created:	2025-07-07
By:	Bobbie Green (bgreen@mlc.lib.ms.us)
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-  Document created by Bobbie Green (bgreen@mlc.lib.ms.us)
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-  Email viewed by mloper@mlc.lib.ms.us
2025-07-09 - 1:11:30 PM GMT
-  Signer mloper@mlc.lib.ms.us entered name at signing as Miranda Loper
2025-07-09 - 1:12:02 PM GMT
-  Document e-signed by Miranda Loper (mloper@mlc.lib.ms.us)
Signature Date: 2025-07-09 - 1:12:04 PM GMT - Time Source: server
-  Document emailed to Jennifer Lena (jlina@mlc.lib.ms.us) for signature
2025-07-09 - 1:12:09 PM GMT
-  Email viewed by Jennifer Lena (jlina@mlc.lib.ms.us)
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-  Document e-signed by Jennifer Lena (jlina@mlc.lib.ms.us)
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