

**MISSISSIPPI LIBRARY COMMISSION  
CONTRACT FOR PROFESSIONAL SERVICES**

**1. Purpose**

This agreement creates a binding contract for services between **Terry Service, Inc.**, 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 perform routine HVAC maintenance services and emergency equipment services as requested by the Library Commission.

**2. Scope of Services**

The Contractor will perform and complete in a timely and satisfactory manner the following services as outlined in **Attachment B**, “Preventive Maintenance Agreement,” 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:      Lynn Burris  
                    lburris@mlc.lib.ms.us  
                    601-432-4098

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

The contact information for the Contractor:

Contractor:    Billy Boykin  
                    Terry Service, Inc.  
                    P.O. Box 1557  
                    Ridgeland, MS 39158  
                    601-956-9211

#### **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**

A. In consideration for the satisfactory performance and final acceptance of services by the Library Commission, the Library Commission will compensate the Contractor at the monthly rate of **\$1,295.00 per month** for a total annual amount of **\$15,540.00**. Additional contract services, if provided, shall be pre-approved by the Library Commission and will be billed at the hourly rates as indicated in Attachment B, “Preventative Maintenance Agreement.”

B. Complete and correct monthly invoices shall be submitted to the Library Commission after services are provided. Complete and correct invoices are payable within forty-five (45) days of receipt by the Library Commission. Any and all payments are subject to all regulations and laws applicable to payments made by the State of Mississippi.

#### **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 Attachments 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** "Preventive Maintenance Agreement" 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

*Lynn Burris*  
Lynn Burris (Jul 10, 2025 14:54 CDT)

**Lynn Burris**  
**Deputy Director, Administrative Services**

Jul 10, 2025

**Date**

#### CONTRACTOR

*Billy Boykin*  
Billy Boykin (Jul 10, 2025 10:08 CDT)

**Billy Boykin**  
**Terry Service, Inc**

Jul 10, 2025

**Date**

Contracts over \$10,000 require signature of the Mississippi Library Commission's Executive Director.

*Hulen E Bivins*  
Hulen E Bivins (Jul 10, 2025 15:29 CDT)

**Hulen Bivins**  
**Executive Director**  
**Mississippi Library Commission**

Jul 10, 2025

**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.

### **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.

### **INSURANCE**

Contractor represents that it will maintain workers' compensation insurance which shall inure to the benefit of all Contractor's personnel provided hereunder, comprehensive general liability with minimum limits of \$1,000,000 per occurrence. All general liability will provide coverage to the Mississippi Library Commission as an additional insured. The Mississippi Library Commission reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance.

**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](http://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](http://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 the Contractor:                Billy Boykin, Terry Service, Inc.  
P.O. Box 1557 Ridgeland, MS 39158

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





## PREVENTATIVE MAINTENANCE AGREEMENT

Mississippi Library Commission  
3881 Eastwood Drive  
Jackson, MS

### PRIORITY ON EMERGENCY SERVICE REQUESTS

Terry Service Inc.'s (TSI) objective is to provide prompt service to all our customers. There are times during peak service seasons when all customer requests for service cannot be met immediately. Under such circumstances, equipment covered by this agreement will be given emergency service attention priority relative to equipment not covered by similar contracts. The cost of emergency service is not included in this proposal.

### EQUIPMENT INSPECTIONS

☒ Frequency of Inspections: 3 Times per Year

### ADDITIONAL SERVICES

<input checked="" type="checkbox"/> Air-cooled Condenser Coils Washed:	1 Time per Year	
<input checked="" type="checkbox"/> Air Filter Changes:	4 Times per Year	Click or tap here to enter text.
<input checked="" type="checkbox"/> Belts Changed:	Annually	Click or tap here to enter text.
<input type="checkbox"/> Condenser Coil Cleaning:	N/A	
<input checked="" type="checkbox"/> Hot Water Boilers:	Annually	

### EQUIPMENT COVERED UNDER AGREEMENT

- (2) RTAA
- (8) AHU's
- (1) Liebert Unit
- (6) Chilled Water/Hot Water Circulating Pumps
- (1) Trane Tracer Summit Building Controls System and Computer
- (2) Fresh Air Units
- (2) Hot Water Boilers

### EXCLUSIONS FROM COVERAGE

- Repairs to, replacement of, or modifications to Equipment.
- Any failures caused by the misuse, negligence, unauthorized alteration of equipment, fire, flood, hurricane, hail, earthquake, lightning, theft, sabotage, or acts of God.
- Costs associated with temporary equipment rental if needed.
- Other exclusions listed in General Terms and Conditions.



## REPAIR SERVICE

Available 24 hours a day seven days a week including holidays over and above this service agreement per the attached Terms and Conditions.

## TERMS AND CONDITIONS

Attached at end of this Preventative Maintenance Agreement.

## AGREEMENT PRICING, TERM, AND ACCEPTANCE

The price for this Preventative Maintenance Agreement is as follows:

<b>\$ 15,540.00</b>	Total Annually
<b>\$ 1,295.00</b>	Billed Monthly
<b>1-year renewable</b>	Term
<b>Billy Boykin</b>	Sales Rep
<b>7/1/2025</b>	Effective Date

## TERRY SERVICE, INC. APPROVAL

Signature: *Billy Boykin*  
Billy Boykin (Jul 10, 2025 10:08 CDT)

Title: EBS Sales

Date: Jul 10, 2025

## CUSTOMER ACCEPTANCE

Signature: *Hulen E Bivins*  
Hulen E Bivins (Jul 10, 2025 15:29 CDT)

Title: Executive Director

Date: Jul 10, 2025



## GENERAL TERMS AND CONDITIONS

### CUSTOMER OBLIGATIONS:

- Operate the equipment in accordance with manufacturer's recommended instructions.
- Promptly notify Terry Service Inc. of any unusual operating conditions.
- Pay for any services and materials not specifically included in this contract.

### SUPPLEMENTAL CONDITIONS AND CLARIFICATIONS:

- This agreement includes only the labor and material needed to perform the inspection procedures and/or additional services as described in repla.
- This agreement does not include refrigerant, repair parts, repair labor or emergency service calls unless specifically noted in Service Agreement Proposal.
- Deficiencies and needed repairs may be discovered upon inspection. Upon discovery, any such condition will be brought to the Customer's attention and an estimate will be furnished for the cost of correcting the problem.
- Additional repair work will not be performed unless approved verbally or in writing by the Customer or his authorized representative.
- Applicable taxes are not included in Preventative Maintenance Agreement pricing.
- Refrigerant Recovery/Recycle/Reclaim and oil disposal procedures are now required by law and will be followed by Terry Service Personnel.

### LABOR RATES AND PAYMENT TERMS:

- Normal working hours: 8:00 AM to 5:00 PM, Monday through Friday
- Overtime working hours: 5:01 PM to 7:59 AM, Monday through Friday, Weekends and Holidays.
- There will be a one (1) hour minimum on regular time and overtime service calls during week and a two (2) hour minimum on weekend and holidays.
- Service calls not covered under the Preventative Maintenance Agreement will be billed at current rates. Time starts and stops at our facility. Currently our rates are as follows:
  - Technician Rate \$ 115.00 per hour
  - Overtime Technician Rate \$ 172.50 per hour
  - Technician Helper Rate \$ 75.00 per hour
  - Overtime Technician Helper Rate \$ 112.50 per hour
  - Energy Management Service Rate: \$ 115.00 per hour
  - Truck Charge: \$ 50.00 per billable truck on service call
  - Per Diem and Overnight Expense: N/A
- Payment of each invoice will be made by Customer within thirty (45) days from its date and will not be delayed due to insurance claims or other settlements.



**WARRANTIES AND LIABILITIES:**

- Terry Service Inc. warrants for a period of one year that all replacement parts furnished by TSI under this service ticket are free from defects in workmanship and material.
- The obligations and liabilities of Terry Service Inc., under this warranty are limited to replacement parts not conforming to this warranty which have been returned freight prepaid to TSI furnished F.O.B. shipping point, or freight collect to buyer's city.
- No liability whatever shall attach to Terry Service Inc., until said parts have been paid for by the Customer. Then liability is limited to the purchase price.
- Labor is warranted for ninety (90) days unless otherwise noted in repair proposals.
- Any further warranty must be in writing, signed by an officer of Terry Service Inc.
- In no event shall Terry Service Inc., be obligated to pay for the cost of lost refrigerant due to mechanical breakdown of equipment, leaks, or improper use of equipment.
- The warranty and liability set forth herein are in lieu of all other warranties and liabilities whether in contract or in negligence, express or implied, in law or in fact, including implied warranties of merchant-ability and fitness for particular use.
- In no event shall Terry Service Inc., be liable for any incidental or consequential damages.

**Additional clause added by the Mississippi Library Commission**

- All warranties and liabilities in this section are to the extent allowed by Mississippi law.












# Contract FY2026 - Terry Service

Final Audit Report

2025-07-10

Created:	2025-07-09
By:	Bobbie Green (bgreen@mlc.lib.ms.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEQLy0gPHY7O2aL4XD-1GAOvuhSanU56D

## "Contract FY2026 - Terry Service" History


-  Document created by Bobbie Green (bgreen@mlc.lib.ms.us)  
2025-07-09 - 1:06:35 PM GMT
-  Document emailed to bboykin@terryservice.com for signature  
2025-07-09 - 1:09:54 PM GMT
-  Email viewed by bboykin@terryservice.com  
2025-07-10 - 3:05:08 PM GMT
-  Signer bboykin@terryservice.com entered name at signing as Billy Boykin  
2025-07-10 - 3:08:52 PM GMT
-  Document e-signed by Billy Boykin (bboykin@terryservice.com)  
Signature Date: 2025-07-10 - 3:08:54 PM GMT - Time Source: server
-  Document emailed to Lynn Burris (lburris@mlc.lib.ms.us) for signature  
2025-07-10 - 3:08:55 PM GMT
-  Email viewed by Lynn Burris (lburris@mlc.lib.ms.us)  
2025-07-10 - 7:54:13 PM GMT
-  Document e-signed by Lynn Burris (lburris@mlc.lib.ms.us)  
Signature Date: 2025-07-10 - 7:54:57 PM GMT - Time Source: server
-  Document emailed to hbivins@mlc.lib.ms.us for signature  
2025-07-10 - 7:54:59 PM GMT
-  Email viewed by hbivins@mlc.lib.ms.us  
2025-07-10 - 8:26:31 PM GMT
-  Signer hbivins@mlc.lib.ms.us entered name at signing as Hulen E Bivins  
2025-07-10 - 8:29:45 PM GMT



Adobe Acrobat Sign

 Document e-signed by Hulen E Bivins (hbivins@mlc.lib.ms.us)

Signature Date: 2025-07-10 - 8:29:47 PM GMT - Time Source: server

 Agreement completed.

2025-07-10 - 8:29:47 PM GMT

# 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:**

Monthly service of HVAC system

**Initial Request/Renewing/Amending:**

☒ Awarding ☐ Renewing ☐ Amending

**Contractor Name:** Terry Service

**Contractor Address:** P. O. Box 1557  
Ridgeland, MS 39158

**Total Contract Award:** \$15,540.00

**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):

Support services agreement to cover chillers, boilers, Liebert, etc. per contract specifications

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

Terry Service has extensive knowledge and history of the MLC building and HVAC systems. In addition, another vendor has been contacted in the past and the pricing received for chiller and boiler service was greater than the monthly price offered by Terry Service.

**Type of Contract:**

☐ Sole Source ☐ Emergency ☐ Competitive ☒ Other

If selecting "other," provide detailed explanation:

Less than \$16k. Pricing is competitive and less than required for additional quotes.

**Requested by:**

*Robbie D. Green*

**Deputy Director Approval:**

*[Signature]*

**Administrative Services Approval:**

**Executive Director Approval** (if applicable):

*[Signature]*

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.