

**MISSISSIPPI LIBRARY COMMISSION  
CONTRACT FOR PROFESSIONAL SERVICES**

**1. Purpose**

This agreement creates a binding contract for services between **4D Associates International** of Lake Worth, FL, represented by Francis Jay Caputo, 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 design, present and facilitate a 2.5 day session on leadership for Mississippi public library staff at the Mississippi Library Commission on November 13-15, 2024 as detailed in the attached scope of work.

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OCT - 8 2024

PURCHASING SERVICES

**2. Scope of Services**

The Contractor will perform and complete in a timely and satisfactory manner the following services:

Design and facilitate a 2.5 day session on leadership for Mississippi public library staff as detailed in the attached scope of work.

**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  
lburris@mlc.lib.ms.us  
601-432-4098

**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. Contract Effective Dates**

This Contract will become effective for the period of October 3, 2024, and ending on November 15, 2024, 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 a flat fee of **\$8,000.00**.
- B. Upon prior approval, the Library Commission will reimburse the Contractor up to **\$2,000.00** for the actual cost of travel and other expenses directly necessary for the performance of this Contract. When submitting invoices for these expenses, the Contractor must attach receipts or canceled checks for any travel or non-travel expenses. All travel expenditures are subject to the guidelines and limits established by the Mississippi Department of Finance and Administration, Office of Purchasing, Travel, and Fleet Management (OPTFM).
- C. The combined maximum Contract compensation herein is **\$10,000.00**.
- D. A complete and correct invoice 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. Termination of Agreement**

Either party may terminate the agreement provided the other party gives written notice to terminate at least seven (7) calendar days prior to termination. The parties may mutually terminate the agreement at any time throughout the agreement period without prior notification.

## **9. 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.

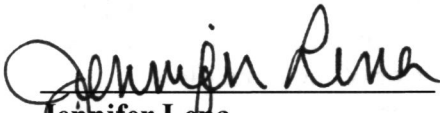
C. This Agreement is hereby made subject to the terms and conditions included in Attachment A, "Contract Clauses," and Attachment B, "Scope of Work", which are incorporated herein by reference and is made a part of this Agreement between Contractor and the Mississippi Library Commission.


**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

  
\_\_\_\_\_  
Francis Jay Caputo, Exec. Dir.  
4D Associates International

10/3/24  
\_\_\_\_\_  
Date

October 3, 2024  
\_\_\_\_\_  
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 the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

**AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the Mississippi Library Commission to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Mississippi Library Commission, the Mississippi Library Commission shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Mississippi Library Commission of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

**REPRESENTATION REGARDING CONTINGENT FEES**

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's bid or proposal.

**REPRESENTATION REGARDING GRATUITIES**

The bidder, offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**PROCUREMENT REGULATIONS**

The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

**TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION**

It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the 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 and shall be available for examination, copying, or reproduction.

## **COMPLIANCE WITH LAWS**

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. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, 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 payments in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payments of undisputed amounts by the agency within forty-five (45) 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 of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. 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 agreement may subject Contractor to the following:

- (1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (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 for up to one (1) year; or,
- (3) both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

## **TRANSPARENCY**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code



Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

### **PAYMODE**

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State 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 State is exempt from the payment of taxes. All payments shall be in United States currency.

### **TERMINATION FOR CONVENIENCE**

(1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.

(2) *Contractor's Obligations.* 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 also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

### **TERMINATION FOR DEFAULT**

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination").

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION UPON BANKRUPTCY**

This contract may be terminated in whole or in part by the Mississippi Library Commission upon written notice to Contractor, if Contractor should become the subject of bankruptcy or

receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

### **CHANGE IN SCOPE OF WORK**

The Mississippi Library Commission may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by Contractor that the scope of the project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Mississippi Library Commission and Contractor. If Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify the Mississippi Library Commission in writing of this belief. If the Mississippi Library Commission believes that the particular work is within the scope of the contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

### **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 State. Nothing contained herein shall be deemed or construed by the State, 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 State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. 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 Worker's Compensation, normally provided by the State for its employees.

### **APPROVAL CLAUSE**

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



**DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that it:

(1) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

(2) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

(3) has not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a 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;

(4) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

(5) has not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

**GOVERNMENTAL ENTITY**

Contractor recognizes and acknowledges that the Mississippi Library Commission, as an agency of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law, including the opinions of the Mississippi Attorney General. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law, including the opinions of the Mississippi Attorney General, is invalid.

**NOTICES**

All notices required or permitted to be given under this agreement must 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: Francis Jay Caputo  
4D Associates International, LLC  
7180 Colony Club Drive, #104  
Lake Worth, FL 33463

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

**ATTACHMENT B  
SCOPE OF WORK**

**2024 MISSISSIPPI PUBLIC LIBRARY SYMPOSIUM**

**PROJECT GOALS**

Successful facilitation of the 2024 Mississippi Public Library Symposium on November 13-15, 2024

**PROJECT SCOPE**

Facilitation of 2024 Mississippi Public Library Symposium. Proposed schedule is listed below. Schedule may be adjusted as needed with approval from the Library Commission.

NOV 13 8-10	<b>INTRODUCTION</b>	Why are you here? Transactional vs. Transformational Leadership and Understanding Values
NOV 13 10-12	<b>WORKING THROUGH CONFLICT</b>	Appreciate the value and necessity of interpersonal & group conflict as well how to recognize its varying underlying sources. • Explore the 5 distinct Conflict Styles and the benefits and detriments of each style within a variety of personal and professional situations.
NOV 13 1-3	<b>DEVELOPING RELATIONSHIPS</b>	Learn practical steps to neutralize conflict and build partnership-based relationships.
NOV 13 3-4	<b>ASSERTIVENESS</b>	Locate yourself on the Assertiveness Scale and learn how to developing a balanced, equitable approach in dealing with “difficult” people. • Appreciate distinct elements of the objective and subjective aspects of credibility.
NOV 14 8-9	<b>HANDLE DIFFICULT SITUATIONS</b>	Learn step-by-step solutions to important professional situations (giving instructions, negotiating agreements, saying no, delivering performance reviews).
NOV 14 9-11	<b>UNDERSTANDING COMMUNICATION STYLES</b>	Develop the ability to accurately recognize the dominant and sub-dominant communication and decision-making styles of others. • Understand the wide array of nuanced differences among the dominant styles.
NOV 14 11-12	<b>FLEX COMMUNICATION STYLE</b>	Learn how to practice the art of “style flexing” to master communication, strengthen relationships and build highly collaborative teams.
NOV 14 1-4	<b>THE LEADER AS A COACH</b>	Grow Model. Impactful Questions.
NOV 15 8-12	<b>BUILDING HIGHLY EFFECTIVE TEAMS</b>	Recognize the inherent individual strengths, challenges and opportunities for every member of your team. • Craft new collective processes that utilize each team member’s talents and gifts in ways that lead to greater efficiency and productivity. • Practice the Art of Team Building using challenging simulations.

# 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:** Thursday, October 3, 2024

**Description of Contract:**

Design and facilitate a 2.5 day session on leadership for Mississippi public library staff as detailed in the attached scope of work.

**Initial Request/Renewing/Amending:**

Awarding     Renewing     Amending

**Contractor Name:** 4D Associates International, Francis Jay Caputo

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**Contractor Address:** 7180 Colony Club Drive #104  
Lake Worth, FL 33463

OCT - 8 2024

PURCHASING SERVICES

**Total Contract Award:** \$10,000.00

**Period of Services**

Start: Thursday, October 3, 2024

to End: Friday, November 15, 2024

**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):

Design and facilitate a 2.5 day session on leadership for Mississippi public library staff as detailed in the attached scope of work.

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

Will not exceed \$10K. \$8K for services and up to \$2K for travel.

**Type of Contract:**

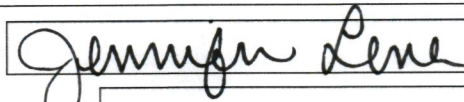
Sole Source     Emergency     Competitive     Other

If selecting "other," provide detailed explanation:

Will not exceed \$10K. \$8K for services and up to \$2K for travel.

**Requested by:** Lynn Burris

**Deputy Director Approval:**



**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.

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REVISED BY  
DATE  
BY

James Jones