

## **PUBLIC PROCUREMENT REVIEW BOARD**

### **SPECIAL MEETING**

**WEDNESDAY, FEBRUARY 06, 2017**

A special meeting of the Public Procurement Review Board (PPRB) was scheduled for 3:00 p.m. in the 13<sup>th</sup> floor Conference Room of the Woolfolk State Office Building located in Jackson, Mississippi.

#### **PRESENT**

Mrs. Laura D. Jackson, Chairman  
Mr. Brian Pugh, Vice Chairman  
Mr. Charles R. Snowden, Member

#### **OTHERS**

Ms. Aubrey Leigh Goodwin, Director of the Office of Purchasing, Travel and Fleet Management, DFA  
Mr. Mike Cook, Director of the Office of Purchasing and Travel, DFA  
Mr. Edward Wiggins, Jr., Special Assistant Attorney General, DFA  
Ms. Melody Coulson, PPRB Recorder

#### **GUESTS**

Robert Benson, MDAH  
Cindy Gardner, MDAH

The Chairman called the meeting to order.

#### **OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT (OPTFM)**

Mr. Cook presented the following:

1. The Mississippi Department of Transportation (MDOT) – requested authority to utilize the Master Lease Purchase Program to acquire heavy duty equipment, in the amount of \$1,637,000. The equipment is to be purchased over the next year, after following bidding procedures. Mr. Snowden made a motion to approve this request to utilize the Master Lease Purchase Program. Mr. Pugh seconded and the motion carried.
2. Mississippi Department of Archives and History (MDAH)– Award to 1220 Exhibits, Inc., in the amount of \$6,325,195.75 for One (1) Year and Nine (9) Months (04/06/2016 -12/31/2017) for Change Order (totaling \$37,259.75) to the fabrication and installation of exhibits for Mississippi (MS) History Museum. Mr. Pugh made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Snowden seconded and the motion carried.

**PUBLIC PROCUREMENT REVIEW BOARD**

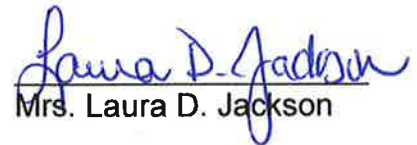
**Special Meeting**

**Wednesday, February 06, 2017**

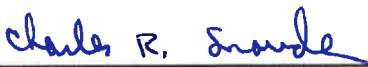
Page 2

3. Mississippi State Department of Health (MSDH)– Award to Bimbo Bakeries, USA, in the amount of \$1,358,071.56 for One (1) Year (April 1, 2016 – March 31, 2018, with an option to renew for an additional twelve (12) months) for Bread for the WIC program. Mr. Snowden made a motion to approve this item contingent upon the issuance of a purchase order or an award letter by the agency. Mr. Pugh seconded and the motion carried.

There being no further business to bring before the Board, the meeting was adjourned.

  
Mrs. Laura D. Jackson

  
Mr. Brian Pugh

  
Mr. Charles R. Snowden





**STATE OF MISSISSIPPI**  
GOVERNOR PHIL BRYANT

**DEPARTMENT OF FINANCE AND ADMINISTRATION**

LAURA D. JACKSON  
EXECUTIVE DIRECTOR

# **NOTICE**

A Special Meeting of the

## **PUBLIC PROCUREMENT REVIEW BOARD**

will be held Monday, February 06, 2017

3:00 p.m. in the

13th floor Conference Room

Woolfolk State Office Building

- Request for approval of contracts for OPT and miscellaneous

## **AGENDA**

### **PUBLIC PROCUREMENT REVIEW BOARD Special Meeting 3:00 p.m.**

**WEDNESDAY, FEBRUARY 06, 2017**

**I. OFFICE OF PURCHASING, TRAVEL AND FLEET MANAGEMENT (OPTFM)**

Mr. Mike Cook, Director for the Office of Purchasing and Travel, present the following:

- 1 contract for Mississippi Department of Transportation (MDOT)
- 1 contract for Mississippi Department of Archives and History (MDAH)
- 1 contract for Mississippi State Department of Health (MSDH)

**II. NEXT MEETING DATE**

Regular Meeting, Wednesday, March 01, 2017

**OFFICE OF PURCHASING AND TRAVEL  
PUBLIC PROCUREMENT REVIEW BOARD  
SPECIAL MEETING AGENDA  
February 6, 2017**

- 1. REQUESTING AGENCY:** MS Department of Transportation (MDOT)  
**MASTER LEASE PURCHASE:** \$1,637,000  
**TERM OF CONTRACT:** Master Lease Purchase Series 2017A  
**PURCHASE METHOD:** TBD  
**COMMENTS:** MDOT is requesting authority to utilize the Master Lease Purchase Program to acquire heavy duty equipment (schedule of equipment is attached). The equipment is to be purchased over the next year, after following bidding procedures.  
**COMPLIANCE WITH PROCEDURES (YES, NO):** Yes  
If no, explanation:  
**ADDITIONAL COMMENTS IF NEEDED:** Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the agency to award this contract after following bid or contract regulations.
- 2. REQUESTING AGENCY:** Mississippi Department of Archives and History (MDAH)  
**SUPPLIER:** 1220 Exhibits, Inc.  
**MAGIC NUMBER:** 82000024622  
**AMOUNT OF CONTRACT:** \$6,325,195.75  
**TERM OF CONTRACT:** One (1) Year and Nine (9) Months (04/06/2016 -12/31/2017)  
**SCOPE OF CONTRACT:** Change Order to the fabrication and installation of exhibits for Mississippi (MS) History Museum  
**PURCHASE METHOD:** Request for Proposals  
**COMMENTS:** MDAH has submitted a P-1 for a change order to the fabrication and installation of exhibits for the MS History Museum (see the attached justification). This change order will include fabrication of mantel, fishweir poles and specimen slides to enhance exhibits, engineering and adding mounts for a canoe, adding/changing casework for new artifacts, adding additional monitor boxes for AV components, adding the production of directional signage, adding additional mounts and sculpting time for bas reliefs, adding lighting dimmers, and adding additional plexi in various areas to protect artifacts. This P-1 was initially presented to and approved by the PPRB on April 4, 2016 in the amount of \$6,148,838.00. This P-1 was amended and presented to and approved at a special meeting by the PPRB on October 5, 2016. The second (2<sup>nd</sup>) request was for a change order and an increase in the award amount of \$137,097.81 (from the previously approved amount of \$6,148,838.00) to a new total of \$6,285,935.81. This third request is for a change order and an increase in the award amount of \$37,259.75 (from the previously approved amount of \$6,287,935.81) to a new total of \$6,325,195.75. MDAH is requesting the Board's approval of the change order and increase the award amount.  
**COMPLIANCE WITH PROCEDURES (YES, NO):** Yes  
**ADDITIONAL COMMENTS IF NEEDED:** Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the Agency.

**3. REQUESTING AGENCY:** Mississippi State Department of Health (MSDH)

**SUPPLIER:** Bimbo Bakeries, USA

**MAGIC NUMBER:** 8200023477

**AMOUNT OF CONTRACT:** \$1,358,071.56

**TERM OF CONTRACT:** One (1) Year (April 1, 2016 – March 31, 2018, with an option to renew for an additional twelve (12) months)

**SCOPE OF CONTRACT:** Bread for the WIC program

**PURCHASE METHOD:** Competitive RfX

**COMMENTS:** MSDH has submitted a P-1 for an extension of a previously approved contract. MSDH received two bids for bread for the WIC program. The lowest bid was \$1.24 per loaf. The next highest bid was \$1.50 per loaf. This P-1 was initially presented to and approved at a special meeting by the PPRB on February 8, 2016 in the amount of \$1,358,071.56. This second (2<sup>nd</sup>) request is for a contract extension with no increase in the award amount. MDHS is requesting the Board's approval of the contract extension.

**COMPLIANCE WITH PROCEDURES (YES, NO):** Yes

**ADDITIONAL COMMENTS IF NEEDED:** Based on the information submitted by the Agency, we ask for the Board's approval contingent upon the issuance of a purchase order or an award letter by the agency.

REQUEST FOR AUTHORITY TO PURCHASE

Form P-1/Revised - 4/09

941

17-007

Dept. No.

Request No.

To: Office of Purchasing and Travel
701 Woolfolk Building, Suite A
501 North West Street
Jackson, MS 39201

Date

January 6, 2017

SAAS PC No.

From: Mississippi Department of Transportation, Asset Management Division

P.O. Box 1850, Jackson, MS 39215-1850

Address

We hereby request "Authority to Purchase" the following commodity or commodities covered by Purchasing Regulations.

Table with 5 columns: QUANTITY, NAME OF ITEM, DESCRIPTION AND COMPLETE SPECIFICATIONS, PRICE EACH, TOTAL. Row 1: MDOT is requesting funding for a Master Lease Purchase series. See attached P-1 Item Listing Form and MLP Planning Form for items to be purchased with this funding. Total: \$1,637,000.

The following bids have been received ( ) after advertising; ( ) by solicitation, and copies of said bids are attached hereto.

Table with 4 columns: NAME AND ADDRESS OF BIDDER, AMOUNT OF BID, AGENCY PREFERENCE, TYPE OF TRANSACTION. Includes checkboxes for Purchase, Agency Contract, Rental/Lease, Construction. Includes note: (FOR USE WITH LEASES OR RENTALS ONLY) THE ORIGINAL COPY OF THIS P-1 FORM IS ON FILE WITH OFFICE OF FISCAL MANAGEMENT.

SC-1 FORM WITH PROPER SIGNATURES AND JUSTIFICATIONS ATTACHED

Attach the following: ( ) Copy of bids (minimum of 2 written bids required if purchase is over \$5,000)
( ) Proof of advertising - including copy of bids (if purchase is over \$50,000.00)
( ) Statement containing reason for agency preference and such other information as agency deems pertinent.

APPROVED Date By OFFICE OF PURCHASING AND TRAVEL

SUBMITTED BY: Julie Ethridge, Director, Asset Management Division, 601-359-7892 PURCHASING AGENT PHONE NUMBER

INSTRUCTIONS: Send three copies to Office of Purchasing and Travel. The Office of Purchasing and Travel will return two copies (White and Green). Agency will attach one copy (White, original copy) to purchase order, Agency will retain one copy (Green) for their records.



### REQUEST FOR AUTHORITY TO PURCHASE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
January 6, 2017

TO: Office of Purchasing, Travel,  
and Fleet Management  
501 North West Street  
701 Woolfolk Building, Suite A  
Jackson, MS 39201

We hereby request "Authority to Purchase" the following commodity/commodities covered by Purchasing Regulations.

**TAB TO CLEAR FIELDS**

QUANTITY	UNIT OF MEASURE	DESCRIPTION	PRICE EACH	TOTAL (Do not use commas)
1	ea	Falling weight deflectometer	200,000	200,000
1	ea	Truck tractor	115,000	115,000
1	ea	Truck with digger	240,000	240,000
1	ea	Track-mounted drill rig	410,000	410,000
1	ea	X-ray for chemical analysis	230,000	230,000
1	ea	Asphalt paver	350,000	350,000
1	ea	Aerial lift truck	92,000	92,000



## SERIES 2017A PARTICIPATING USER AGREEMENT

This **SERIES 2017A PARTICIPATING USER AGREEMENT** (this "User Agreement"), dated as of February 7, 2016, is made and entered into by and between the **MISSISSIPPI TRANSPORTATION COMMISSION**, a body corporate of the State of Mississippi, acting by and through the Executive Director of the Mississippi Department of Transportation, a duly organized and validly existing agency of the State of Mississippi (the "Participating User"), and the **STATE OF MISSISSIPPI**, represented by and acting through the State of Mississippi Department of Finance and Administration (herein referred to as the "Department").

### RECITALS

WHEREAS, pursuant to the authority granted by Section 31-7-10 of the Mississippi Code of 1972, as amended (the "Mississippi Code"), the Department on behalf of the State of Mississippi (the "State") is authorized to develop a Master Lease Purchase Program (the "Program") and to execute on behalf of the State master lease purchase agreements for the purchase of equipment to be used by agencies or departments of the State of Mississippi; and

WHEREAS, pursuant to such authority and as a part of the Program, the Department on behalf of the State has entered into that certain Series 2017A Master Lease Purchase Agreement (the "Master Lease Agreement"), dated as of February 7, 2016, with First Southwest Leasing Company ("Lessor"), pursuant to which the Department may lease purchase or refinance equipment from Lessor for use by State agencies, on the terms and conditions provided therein; and

WHEREAS, the Participating User desires to participate in the Program and to have acquired by lease purchase or refinance under the Master Lease Purchase Agreement certain items of equipment which the Participating User shall use on the terms and conditions as provided in this User Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the covenants and agreements contained herein, the parties do hereby agree as follows:

1. The Series 2017A Participating User Equipment. In consideration of the payments provided herein, and the other covenants contained herein, the Department hereby agrees to acquire by lease purchase or refinance under the Master Lease Agreement, for the Participating User's use, equipment and other personal property (the "User Equipment") described in the Equipment Schedule(s) attached hereto and incorporated herein by reference as **Exhibit "A"** (collectively, the "Equipment Schedule") upon the terms and conditions as provided for in this User Agreement. The Participating User certifies by execution hereof that an amount sufficient for payments to be made under this User Agreement has been appropriated for the remainder of the fiscal year in which this User Agreement is executed.

The Participating User further certifies that it has complied with all competitive bidding laws applicable to State purchases and the total purchase price for each piece of User Equipment as set forth in the Equipment Schedule is the firm price as quoted by the successful bidder for such item of User Equipment. The Participating User agrees that it will be responsible for any and all amounts in excess of the "Amount of the Lease Purchase" in the Equipment Schedule for any items of the User Equipment.

2. Payment of the Purchase Price of the User Equipment. Upon receipt and acceptance of an item of User Equipment, the Participating User shall promptly complete and submit to Lessor a Request for Disbursement in the form attached hereto as **Exhibit "B"** together with all attachments required thereby, including an (i) invoice; and (ii) insurance certificate or a statement of self-insurance. If funds are to be disbursed by the Trustee simultaneously with the execution and delivery and initial funding of the Master

4. Warrant Authority. The Participating User acknowledges and agrees that pursuant to the laws of the State, in the event the Participating User fails to make any payment on the date due as required hereunder with respect to the User Equipment, the Department has the immediate right and shall issue a requisition for a warrant to draw such amount(s) as due from any funds available to the Participating User to make such payments.

5. Security Interest. The Participating User acknowledges that the User Equipment subject to the Equipment Schedule under this User Agreement shall be subject to a security interest in favor of Lessor and hereby irrevocably authorizes and appoints the Department as its attorney-in-fact to sign Uniform Commercial Code financing statements or such other documents with respect to such User Equipment to perfect the security interest in favor of Lessor. To secure its obligations hereunder, the Participating User does hereby grant a security interest in the User Equipment to the Department and Lessor with respect to any interest it may have in the User Equipment and shall execute such financing statements or any other documents as are requested in order to perfect such security interest.

6. Representations of the Participating User. The Participating User does hereby represent with the Department and for the benefit of Lessor as follows:

(a) The Participating User is a validly existing agency of the State.

(b) The User Equipment is of a size, design, capacity and manufacture selected by the Participating User and the Participating User has selected said User Equipment without the assistance of the Department or Lessor. The User Equipment will be located as designated on the Equipment Schedule with respect thereto, and the Department shall be given at least thirty (30) days prior written notice of any change in location of any User Equipment.

(c) The Participating User's participation in the Program and the execution, delivery and performance by the Participating User of its obligations under this User Agreement and obligations as contained in the Master Lease Agreement as incorporated herein by reference have been duly authorized by all necessary action of the Participating User.

(d) Contracts in connection with the purchase and installation of the User Equipment have been let pursuant to bid awards made by the Participating User in accordance with all competitive bidding laws applicable to public purchases and installation.

(e) The User Equipment is essential to the Participating User's proper, efficient and economic functioning or to the services that it provides to the citizens of the State.

(f) The Participating User has an immediate need for and expects to make immediate use of the User Equipment, which need is not expected to diminish in the foreseeable future.

(g) The User Equipment shall be used by the Participating User only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

(h) The Participating User intends to utilize the User Equipment for the entire term applicable to such item of User Equipment as specified in the Equipment Schedule applicable thereto and the Participating User reasonably believes that sufficient money will be appropriated for each fiscal year during the lease term applicable to such item of User Equipment to enable the Participating User to make all payments required to be made hereunder. The Participating User certifies that it will request in its budget in the categories of Equipment and Subsidies, or such other category as may be appropriate from time to

(iv) The Participating User agrees to comply with the provisions of section 148(f) of the Code. In such regard, the Participating User acknowledges that certain investment earnings on funds, including a proportionate amount of the funds held in the Acquisition Fund held on its behalf, may be subject to “rebate” to the United States Treasury pursuant to section 148(f) of the Code and regulations promulgated thereunder. The Participating User agrees to pay to Lessee all amounts subject to such rebate. The obligation of the Participating User to make such payments is unconditional and is not limited to funds received by the Participating User pursuant to this User Agreement or income from the investment thereof or any other particular source.

(j) The Participating User shall keep the User Equipment insured against loss, theft, damage and destruction for not less than the full insurable value thereof and such insurance shall either contain a standard mortgagee endorsement or shall name Lessor and the Department as loss payee during the lease term applicable to such item of the Agency User Equipment and shall provide that Lessor and the Department receive not less than ten (10) days notice of termination, cancellation or alteration of the terms of such insurance. The Participating User shall provide the Department with certificates of insurance or a statement of self-insurance evidencing the insurance required upon submission of the Request for Disbursement and as requested thereafter from time to time.

(k) The Participating User agrees that for each item of the Equipment described in the Equipment Schedule, the Participating User, at the Participating User’s own cost and expense, shall maintain, preserve and keep such item of the Equipment described in the Equipment Schedule in good repair, working order and condition subject to reasonable wear and tear.

7. Title. Title to the Equipment and all additions, repairs, replacements or modifications thereto, shall be vested in the State, the Department, or the Participating User, provided that for any item of the Equipment that is subject to Section 25-53-5 or Section 31-7-10 et seq. of the Mississippi Code, title to such Equipment shall be deemed to be and shall vest in the State of Mississippi Department of Information Technology Services, as provided in that certain Assignment of Title and Consent to Lease executed by, among others, the parties hereto.

8. Surrender of Equipment; Default. In the event the Participating User fails to make any payments or perform its obligations hereunder (a “Default”) or upon termination due to nonappropriation of funds to the Participating User with respect to any item or items of User Equipment subject hereto, the Participating User agrees that upon notice from the Department or Lessor, the Participating User shall deliver all of the items of the User Equipment subject to this User Agreement to such location as designated by the Department or Lessor, at the Participating User’s expense. In the event of any default hereunder which results in liability to the Department as a result thereof, then the Participating User agrees to immediately transfer into the Fund upon notice such payments required of the Department under the Master Lease Agreement.

9. Nonappropriation. If appropriations for all items of the User Equipment on the Equipment Schedule for the ensuing fiscal year have not been made by the 10th day prior to the due date of the last lease payment for the current fiscal year, the Participating User shall notify in writing the Executive Director of the Department of such nonappropriation not later than five (5) days prior to the date of the last lease payment for the current fiscal year, and this User Agreement shall terminate with respect to all items of the User Equipment identified on such Equipment Schedule as of the due date of the last lease payment for the current fiscal year due hereunder. The Participating User Lease Payment due on such date shall be paid by the Participating User. Such Equipment Schedule shall be terminated whether the nonappropriation is as to one or more or all items of User Equipment on the Equipment Schedule.

upon payment of the applicable Purchase Option Price by the Department to Lessor and payment by the Department to Lessor of all other amounts, if any, owed by Lessor with respect to such User Equipment, this User Agreement shall terminate as to the items of User Equipment so purchased. In such event, Lessor shall warrant, subject to the terms and provisions of the Trust Agreement, to Lessee that the item or items of User Equipment listed on this User Agreement and related Equipment Schedule are free and clear of any liens created by Lessor. Lessor has agreed in the Master Lease Agreement to execute any certificate that the Department may reasonably request to convey to the Department any and all interest that Lessor may have with respect to such User Equipment.

13. **Binding Effect.** The conditions, terms, provisions and covenants contained in this User Agreement shall apply to and inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Participating Agency User has no interest in the User Equipment other than the possession and use thereof during the term as provided in the Equipment Schedule with respect to any item of User Equipment and except as specifically set forth herein, cannot pledge, mortgage or grant a security interest in any item of the User Equipment.

14. **Notices.** All notices, demands and requests which may or are required to be given hereunder shall be in writing and shall be deemed to have properly been given and received when served personally, transmitted by facsimile or telecopy or when mailed postage prepaid by first class mail, registered or certified, to the address and attention of the representative designated for such party on the signature page hereof, until otherwise notified of a change in address for such party.

15. **Further Assurances and Agreements.** The Participating User will properly execute and deliver to the Department such further documents and take such further actions as the Department may reasonably request in order to effectively carry out the intent and purposes of this User Agreement and participation by the Participating User in the Program.

16. **Defined Terms.** Unless otherwise defined herein, all terms having a defined meaning in the Master Lease Agreement shall have the same meaning as used herein.

17. **Defeasance.** Notwithstanding any provision herein to the contrary, the Participating User may elect to defease, in whole or in partial amounts equal to or exceeding \$50,000 of its respective obligations hereunder by irrevocably depositing with the Lessee, for further deposit with the Trustee (i) moneys sufficient (in the opinion of an independent certified public accountant acceptable to the Department, First Southwest Leasing, and the Trustee) to pay such obligations as they become due, and/or (ii) noncallable Government Obligations, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys (in the opinion of an independent certified public accountant acceptable to the Department, First Southwest Leasing, and the Trustee) to pay such obligations as they become due and payable. In this section, "Government Obligations" means United States Treasury Notes, bonds, bills, or certificates of indebtedness, including State and Local Government Series securities, or other obligations the timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

The exercise of the option to defease in whole or in part hereunder will not affect any of the covenants, agreements, or other obligations of the Participating User hereunder, including the obligation to continue to make the Participating User Lease Payments hereunder to the extent the moneys on deposit for such defeasance are insufficient for such purpose.

In the event that the Participating User exercises its option to defease in accordance with this Section 17, the Department shall warrant, subject to the terms and provisions of the Trust Agreement, to the Participating User that the item or items of Equipment related to such defeasance and listed on this User

IN WITNESS WHEREOF, this User Agreement has been executed by the parties hereto by their duly authorized representatives.

**DEPARTMENT:**

**STATE OF MISSISSIPPI,**  
**represented by and acting through**  
**the State of Mississippi**  
**Department of Finance and Administration**  
1401 Woolfolk Building  
501 North West Street  
Jackson, Mississippi 39201  
Attn: Laura D. Jackson  
Executive Director  
Phone: (601) 359-3402  
Email: [laura.jackson@ms.gov](mailto:laura.jackson@ms.gov)

By: \_\_\_\_\_  
Laura D. Jackson  
Executive Director

**PARTICIPATING USER:**

**MISSISSIPPI TRANSPORTATION**  
**COMMISSION by and through the duly**  
**authorized Executive Director of the**  
**MISSISSIPPI DEPARTMENT**  
**OF TRANSPORTATION**  
401 North West Street  
Jackson, Mississippi 39201  
Attn: Melinda McGrath  
Executive Director  
Phone: (601) 359-7300  
Email: [mmcgrath@mdot.state.ms.us](mailto:mmcgrath@mdot.state.ms.us)

By: \_\_\_\_\_  
Melinda McGrath, P.E.  
Executive Director

**Exhibit "B"**

Request for Disbursement

**SERIES 2017A REQUEST FOR DISBURSEMENT NO.:** \_\_\_\_\_

REFERENCE: Master Lease Purchase Agreement ("Master Lease Agreement"), dated as of February 7, 2016, made and entered into by and between the **State of Mississippi**, Represented and Acting by and through the State of Mississippi Department of Finance and Administration ("Lessee") and First Southwest Leasing Company ("Lessor"), and the Series 2017A Participating User Agreement ("User Agreement"), dated as of February 7, 2016, made and entered into by and between the Lessee and the Mississippi Transportation Commission, a body corporate of the State of Mississippi, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (the "Participating User").

1. The undersigned hereby certifies that:
  - (a) This Request for Disbursement is in accordance with the Master Lease Agreement and the User Agreement and is either (check one of the following):
    - ( ) for payment to the vendor of the Equipment or the items thereof described on Attachment "A" hereto, which items of the Equipment have been accepted as stated in the Acceptance Certificate attached hereto as Attachment "B"; or
    - ( ) for payment of a reimbursement to the issuer or agency thereof for the Equipment or the items thereof described on Attachment "A" hereto, which items of the Equipment have been accepted as stated in the Acceptance Certificate attached hereto as Attachment "B", and payment remitted to the vendor (evidence of such payment is attached hereto); or
    - ( ) The Equipment has not been finally accepted; and, the disbursement is in payment of a progress payment authorized under the Master Lease Agreement and the User Agreement; or
    - ( ) The amount requested for payment is for payment or reimbursement for a progress payment for a portion of the Cost of a Project Financing.
  - (b) The amount to be disbursed on this Request for Disbursement has not formed the basis of a previous request for payment and is due and owing.
2. Attached to this Request for Disbursement are the following (check each item attached) each of which is true and correct in all respects.
  - ( ) a copy of the invoice of the vendor;
  - ( ) a copy of the applicable purchase order and any change order issued in connection with the applicable purchase order;
  - ( ) a copy of the bill of sale for each item of the Equipment for which a bill of sale may be delivered;



**Attachment "A"**

**The Accepted Equipment**

**Exhibit "C"**

The Series 2017A Participating User Lease Payment Schedule

Equipment Amount	\$1,637,000
Length of Lease	5 years (10 semi-annual payments)
Rate	3.53151%
Dated Date	February 7, 2017

<b>Payment Date</b>	<b>Principal Amount</b>	<b>Interest Amount</b>	<b>Total Payment Amount</b>
April 10, 2017	\$167,866.12	\$10,112.57	\$177,978.69
October 10, 2017	152,048.48	25,930.21	177,978.69
April 10, 2018	154,732.13	23,246.56	177,978.69
October 10, 2018	157,463.14	20,515.55	177,978.69
April 10, 2019	160,242.38	17,736.31	177,978.69
October 10, 2019	163,070.66	14,908.03	177,978.69
April 10, 2020	165,948.84	12,029.85	177,978.69
October 10, 2020	168,877.85	9,100.84	177,978.69
April 10, 2021	171,858.55	6,120.14	177,978.69
October 10, 2021	174,891.85	3,086.84	177,978.69
<b>TOTALS</b>	<b><u>\$1,637,000.00</u></b>	<b><u>\$142,786.90</u></b>	<b><u>\$1,779,786.90</u></b>

MISSISSIPPI DEPARTMENT *of* ARCHIVES AND HISTORY



PO Box 571, Jackson, MS 39205-0571  
601-576-6850 • Fax 601-576-6975  
mdah.state.ms.us  
*Katie Blount, Director*

February 2, 2017

Ms. Aubrey Leigh Goodwin  
Office of Purchasing, Travel and Fleet Management  
501 North West Street  
Jackson, MS 39201

Dear Ms. Goodwin:

I am writing to request approval of a change order to the contract between the Mississippi Department of Archives and History and 1220 Exhibits. 1220 Exhibits is the firm that has been awarded the contract to fabricate and install the exhibits for the Museum of Mississippi History. The requested change order will do the following:

1. Fabricate mantel, fishweir poles, and specimen slides to enhance exhibits
2. Engineer and add mounts for a canoe that will be attached above a doorway
3. Add/Change casework for new artifacts
4. Add additional monitor boxes for AV components
5. Add the production of directional signage
6. Add additional mounts and sculpting time for bas reliefs
7. Add lighting dimmers
8. Add additional plexi in various areas to protect artifacts

The process for building exhibits first involves contracting with a design firm, then issuing an RFP of their design to fabricator companies. It is customary in this process that once the fabricator is chosen, there may be changes to exhibits based on the recommendation and expertise of the fabrication firm. Additionally, we are continuously adding artifacts to our collection that require additional cases.

Please let me know if I can provide any additional information. Thank you for your consideration and continued assistance.

Sincerely,

Robert N. T. Benson