Company Name:	
Company Address:	
Phone Number:	
Email Address:	

**Special Requirements for Bids** 

Forrest Health Clean Earth Inc.

Attention: Purchasing Department 125 South 28<sup>th</sup> Avenue, Suite 100 Hattiesburg, MS 39401 (601) 288-1922

\*\*\*\*DUE TO THE COVID-19 PANDEMIC, BIDS MUST BE SUBMITTED VIA MAIL ONLY NO LATER
THAN JUNE 7, 2022, AT 2:00PM\*\*\*\*

Mailed-in Bid Envelope Must Be Marked on Outside: BID # 1583 ENCLOSED

"Dry Van Straight Route Truck 26 FT"

Bid Opening Date: Tuesday, June 7, 2022

Bid Opening Time: Immediately after 2:00 p.m.

Bid Opening To Take Place:
Forrest General Hospital
Purchasing Department
125 South 28<sup>th</sup> Avenue, Suite 100
Hattiesburg, MS 39401

\*\*\*\* DUE TO THE COVID-19 PANDEMIC, THE BID OPENING WILL CONSIST OF TWO (2)
REPRESENTATIVES FROM THE PURCHASING DEPARTMENT. THE WINNER WILL BE NOTIFIED
VIA E-MAIL \*\*\*\*

Forrest Health reserves the right to accept or reject any or all bids, as well as waive any and all informalities it deems appropriate.

From: Paul DeFreese

Forrest Health

Purchasing Department 125 South 28<sup>th</sup> Avenue Hattiesburg, MS 39401

SUBJECT: BID INSTRUCTIONS

You are invited to bid on the attached request for quotation. Please read the information carefully.

The terms and conditions stated in this Request for Quotation shall be considered agreed to, unless specified otherwise. The Board reserves the right to reject any and all bids and to waive irregularities and informalities in the bid.

Place your Company Name, Address, and Telephone number on the top left of page one (1). Provide price per specifications including delivery fee on page five (5) and provide signature of an official of your company at the bottom of page six (6), the top of page seven (7) and page eight (8).

Return your bid as specified on the attached "Bid Summary" page to the above address for the Forrest Health Purchasing Department in a sealed envelope. Quotation envelope must be marked with "BID #1583 ENCLOSED" and "Dry Van Straight Route Truck 26 FT" on the outside of the sealed envelope.

Quotations received after the specified date, time and/or without bid # on the outside of the envelope, shall not be considered. Faxed copies of bid will only be accepted if faxed to an outside source and mailed to Forrest Health Purchasing Department in a sealed envelope with all required information on outside of envelope.

Thank you,

Paul DeFreese

**Purchasing Analyst** 

REQUEST FOR QUOTATION/PROPOSAL
Forrest Health Clean Earth Inc.

125 South 28<sup>th</sup> Avenue, Hattiesburg, MS 39401
(FOR SPECIFIED LOCATIONS)

Forrest Health, Clean Earth Inc. reserves the right to reject any/or all bids and waive any informalities.

### "Dry Van Straight Route Truck 26 FT"

For all practical purposes in other sections of the bid specifications, the proposing bidder may be referred to as the "Vendor" and Forrest Health, Clean Earth Inc. may be referred to as the "Facility."

### Purpose

Proposals and/or bids are being sought by Facility for a "Dry Van Straight Route Truck 26 FT".

#### **Bid Overview**

The Awarded Vendor(s) must provide detailed specifications and build time and estimated time of delivery.

#### Forrest Health Clean Earth Inc.

- 1. The facility shall provide one or more representative(s) to clarify bid specifications, answer questions, receive the bid proposals, and determine the awarded vendor.
- 2. The awarded vendor will be notified after the bid opening by telephone and letter. Please include your name, mailing address and telephone with your bid. A single contract shall be left for all items described below.
- 3. The facility reserves the right to reject any/or all bids submitted and waive any informalities, whichever is in the best interest of the facility.

### **Vendor Responsibility**

- 1. Vendor shall provide a representative to communicate with the Facilities representative to answer questions, verify bid specifications, receive purchase orders, coordinate delivery and verify receipts and invoices.
- 2. Vendor shall provide a quality product as requested by the Facility. Items which do not meet expectations for quality and satisfaction will have to be fixed or repaired by vendor within adequate amount of time determined by Vendor and Facility. FOB destination.
- 3. Alternate proposals with regard to "Group Purchasing Contracts" (example: Vizient, Direct Medical/MHA, Sourcewell, State of Mississippi) must include detailed contract information (i.e., contract date, contract number).
- 4. Vendor is required to register the company and sales team with Forrest Health's authorized Vendor Credentialing Program, Green Security.
- 5. The Vendor Representative will be responsible for completing and signing all documents included in the bid packet. Vendors who do not submit all required documents at the time of bid opening will not be considered.
- Forrest Health, Clean Earth Inc. will not be responsible for completing credit applications submitted by the awarded vendor. Financial documents are included in the attached documentation.

### **BID CHECKLIST**

u	Complete section at top of Page 1 with Company Name, Contact Name, Company Address, Phone Number, and Email Address.
	On Page 7, check Yes or No to certify that you and your company qualify to do business as a resident of the State of Mississippi.
	On Page 7, if you are a non-resident person/firm/corporation, check Yes or No to confirm that a copy of your Resident State's Law pertaining to your state's treatment of non-resident bidders is attached.
	On Page 7, fill in the information requested in the center of the page to include Date, Vendor, Address, Official Signature, and Print Name & Title
	On Page 8, Standard Contract Addendum – please enter Vendor's name in space provided at top of the page
	On Page 9, Standard Contract Addendum – please sign Contractor's name, and date at the bottom left of the page.
ite	ms Required with Bid:
	<ul> <li>Provide certificate of insurance:</li> <li>Vendor must provide a copy of certificate of insurance with bid:</li> <li>The amount of Worker's Compensation coverage required by Mississippi State Law.</li> <li>Commercial General Public Liability with a minimum coverage of \$1,000,000.00 per occurrence and \$3,000,000.00 in the annual aggregate.</li> <li>Automobile General Liability with a minimum coverage of \$1,000,000.00.</li> </ul>
	Standard Contract Addendum (pages 8 & 9)

### **Bid Product Specifications and Information**

Provide the total bid price in the space:

The successful bidder's pricing must be FIRM, meet the specifications provided, and include all transportation fees.

transportation fees.	
Model	Year 2015-2018 Dry Van w/Straight truck design (Prefer Freightliner) with less than 200,000 miles
Specification	Request GVWR 26000
Dimension	Wheel base approximate 270 inches, each manufacturer will differ in wheel base specifications due to cab size and specs
Engine	Diesel, Prefer Cummins ISB 13 240 HP /2300 RPM or comparable
Transmission	Allison automatic
Suspension	Front spring ride axle, Rear Air ride axle, with hard mount cab
Front axle,	I-beam front axle with 10000 LB weight rating, with Air Brakes
Rear Axle	Air Ride 17000 LB load rating with air brakes
Tires and Wheels	11R22.5 Front and 11R22.5 rear, painted steel wheels (White)
Interior	Air Ride Seat Driver and Passenger air or hard mount
Color	Exterior in White and interior in Gray
Equipment to include:	Radio, A/C, Heater, Power Steering, Power or Air Windows
Body Design	26' long X 102" wide X 102" High with Rollup door, E-trac at approximately 33" high and approximately 73" high on both sides of box
Liftgate	2000LB minimal capacity aluminum lift gate
Floor Mats	N\A
Warranty	N\A
Estimated time of delivery:	Date

Bid Total \$\_\_\_\_\_

Bidders who are non-residents of the State of Mississippi must comply with the provisions of Section 31-3-21(3) of the Mississippi Code of 1972, as amended.

r certify that my company and r qualify to do business as a resident of the state of Mississippi.
Yes No
As a non-resident person, firm or corporation, I confirm that a copy of my Resident State's Law pertaining to my state's treatment of non-resident bidders is attached.
Confirmed: Yes No
We quote/propose you as specified by Forrest Health, Clean Earth Inc. in this Bid.
Date
Vendor
Address
Official Signature
Print Name & Title

### FORREST COUNTY GENERAL HOSPITAL STANDARD CONTRACT ADDENDUM

This standard contract addendum ("Addendum") is an integral part of contracts entered into by Forrest County General Hospital ("FCGH") and shall become a part of the following listed Agreements with \_\_\_\_\_\_\_("Contractor") as if fully copied into the body of that Agreement. FCGH owns, controls, or does business as the following entities: Jefferson Davis Community Hospital, Marion General Hospital, Walthall General Hospital, and Highland Community Hospital.

The following terms shall control over any and all conflicting parts of the Agreement:

1. FCGH is a political subdivision of the State of Mississippi and is afforded the protection of limited sovereign immunity pursuant to the Mississippi Tort Claims Act (Mississippi Code Annotated, Section §11-46-1, et

- immunity pursuant to the Mississippi Tort Claims Act (Mississippi Code Annotated, Section §11-46-1, et seq. as amended) and the Mississippi Constitution, including Article 4, Section 100. Any action against FCGH shall be subject to the limitations contained in those and other applicable laws, including interpretations by the Mississippi Attorney General's Office of the laws applicable to FCGH and/or the Agreement, none of which are waived by FCGH by entering into the Agreement.
- 2. FCGH contracts (including the Agreement) are governed by and interpreted under the laws of the State of Mississippi and the jurisdiction/venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, in connection with, or by reason of the Agreement shall be in Forrest County, Mississippi.
- 3. No contract (including the Agreement) may be for a term of more than three (3) years unless it is an agreement regarding physical property (i.e., lease agreement for buildings, property, etc.).
- 4. Generally, Mississippi law does not allow FCGH to agree to contractual provisions under which it indemnifies or holds harmless another person or entity. Only to the extent permissible by Mississippi law does FCGH agree to any vendor's references, if any, to limitation of liabilities, damages, and indemnifications.
- 5. Any references to attorney's fees to be paid by FCGH are deleted. Any reference to FCGH indemnifying or holding harmless the Contractor is deleted; FCGH does not agree to defend any contractor. Each party shall be responsible for its own defense against all claims, liabilities, losses and expenses, including reasonable costs, collection expenses and attorneys' fees, which may arise because of the negligence, misconduct or other fault of its own agents or employees in the performance of its obligations under this Agreement. Mississippi law also does not allow FCGH to agree to mandatory arbitration, choice of law (other than Mississippi), or choice of venue (other than Forrest County, Mississippi), and provisions in the Agreement to the contrary are hereby deleted.
- 6. All references to interest, penalties, and/or late fees to be paid by FCGH on other than lease-purchase contracts not exceeding five years are deleted. FCGH will pay within forty-five (45) days of invoice, receipt, inspection and approval of goods and services as provided in §31-7-305(3) of the Code.
- 7. In the event Contractor does not furnish products or services as agreed upon in the Agreement, including any stated time period to cure, FCGH may, at its discretion, declare the Agreement null and void by written notice to the Contractor or may require the Contractor, at Contractor's expense, to make such modification as necessary to make the products or services satisfactory.
- 8. As a political subdivision of the State, FCGH maintains professional and general liability coverage (or equivalent self-insurance) in the amounts set forth by the Mississippi Tort Claims Act under MS Code Annotated, Section 11-46-1, et seq.) and does not name others as additional insureds.
- 9. In the event of any conflict between the terms of the Agreement and the terms of this Standard Addendum, the terms of this Addendum shall control. This Addendum and the Agreement constitute the entire agreement of the Parties with regard to the subject matter of the Agreement. In all other respects, the Agreement shall remain unchanged. No modification to the Agreement or any term thereof may be amended except pursuant to in writing signed by an authorized representative of FCGH. Contractor hereby acknowledges that no other person has authority to bind FCGH to any change in any term of the Agreement, and specifically agrees that any Contractor can not vary the terms of the Agreement by invoice, purchase order, memo or otherwise, unless it secures the signature of an authorized FCGH representative, acknowledging and expressly agreeing to the change. No acceptance or payment of an invoice by FCGH where the terms of that invoice that vary the Agreement shall constitute an amendment to

the Agreement, but to the contrary shall be treated as mutual mistake and Contractor shall refund any payment received from FCGH which is not in compliance with the price terms and other provisions of the Agreement. 10. Contractor agrees to abide by the requirements of the Mississippi Employment Protection Act (E-Verify Program), as amended, by registering to do business with the Mississippi Department of Employment Security. Contractor further agrees that it shall only employ persons who are legal citizens of the United States or are legal aliens, properly documented and verified by Contractor in compliance with all applicable statutes, regulations and other laws.

- 11. If providing on site services, Contractor agrees to comply with fingerprinting and criminal history record checks requirements in accordance with Sections 37-29-232 and 43-11-13, Mississippi Code of 1972, as amended, to the extent applicable to Contractor. Contractor shall be responsible for ascertaining the application of those laws to it and its employees providing services under the Agreement.
- 12. If providing on-site patient care or on-site services in close proximity to patients, Contractor agrees to ensure its on-site staff have been drug screened no more than thirty (30) days prior to beginning the on-site assignment, using a drug screen procedure that is comparable to the drug screen currently used by FCGH in its post-offer pre-employment drug screening process.
- 13. Mississippi law limits those who can bind FCGH to any contractual provision and Contractor understands and agrees to this. Any changes in the Agreement, as to price or other terms, shall not be effective unless approved in writing signed by an authorized representative of FCGH.
- 14. Until the expiration of four (4) years after the furnishing of any Services hereunder, Contractor shall make available upon written request to the Department of Health and Human Services, or upon request to the Comptroller General of the United States, or of their duly authorized representatives this Agreement and the books, documents and records that are necessary to certify the nature and extent of the costs of the Agreement.

COMPLIANCE: As part of FCGH's overall Compliance Program, Contractor shall establish procedures and insure adherence to all applicable state and federal statutes, including but not limited to, the Stark Law (§42 USC 1395), the federal False Claims Act, the Medicare Anti-kickback Statutes, the federal Civil Monetary Penalty Act, the provisions of the Medicare carrier manual, Medicare and Medicaid statutes and regulations, the Emergency Medical Treatment and Active Labor Act (EMTALA), the Balanced Budget Act, and the Patient Protection and Affordable Care Act of 2010. All performance by Contractor pursuant to the Agreement shall be done in compliance with the applicable rules and regulations of the Det Norske Veritas (FCGH's accreditation entity) and any third party payer.

Contractor certifies that it has not been disqualified in any manner from any federally funded program, is in compliance with all state, federal and local laws applicable to it and to its performance of the Agreement, and Contractor has never been debarred or limited in any manner from participation in the matters relevant to the Agreement.

CONTRACTOR	FORREST COUNTY GENERAL HOSPITAL
Signature	Signature
Name	Name
 Title	Title
Date	Date

# FORREST HEALTH REQUEST FOR NEW VENDOR ADDITION

Please check with Doris Vaughn (81933) or Stacie Dickerson (81910) prior to adding a new vendor to see if an existing vendor can provide the needed product(s) or service.

Requested By:	y: Dept:	Date:									
Vendor Name:	e:Date	Needed:									
	eck all of the following criteria that the new vendor will meet and maintain. s on the vendor based on this criteria:	We will also perform yearly									
	Adherence to policies (appointments, badge requirements, credentialing and performance evaluation, etc see attached Vendor Policy)	g, annual contractor competency									
	Committed and favorable pricing										
	Short delivery lead times	¥									
	Favorable distribution programs										
	Documented clinical studies supporting purchase of product(s)										
	Favorable terms										
	Financial stability										
	Green purchasing	31.0.0									
	Member of one of our Group Purchasing Organizations (Vizient, Intaler	e, MHA, NJPA, State)									
	Minimal invoice discrepancies										
	Minimal order errors										
	Product Support										
	Proper notification of and minimal price changes/increases										
	Economical & quality product packaging										
	Responsiveness to emergencies										
	Reliable, safe and clinically proven technology										
	Vendor innovation (helping FGH improve quality and/or reduce cost)										

Please indicate whether the vendor fits one of the following categories for credentialing exemption (If the vendor will be in a patient care area, we will still require registration):

Academic institutions
Catering
City, county, state, and federal agencies
 Corporate entities who provide legal or financial services to FGH
Guest VIP's doing photo ops in patient areas, speakers, entertainers, judges
Low-risk vendors with \$1000 or less annual spend
Physicians and clinical LLCs credentialed in CACTUS
Vendors that provide promotional advertising for Forrest Health
Sponsorships (FGH funded donations made to these organizations)
Travel industry (airline, auto rental, hotel, travel agents)
Other health care facilities or systems
National or regional professional associations
Representatives of DNV and other regulatory agencies
Certain vendors that only do business online

The following should be attached: Vendor Set Up Form, company W-9, signed Standard Addendum, signed Vendor Policy. This form, when completed, should be sent to Purchasing.

Approved: 1/28/2014 Revised: 11/6/2020



Dear Vendors,

**FORREST HEALTH** has contracted with Green Security Services for vendor credentialing. ALL vendors and contractors requiring access to **FORREST HEALTH** facilities must be registered with **Green Security**.

Green Security will provide the background screening and credentialing service for all **FORREST HEALTH**, vendors, consultants, service reps, sales reps, etc. Green Security will also provide smart phone badges and hard badges that can be tracked through Green Security's technology utilizing the QR scanning and tracking service. Vendors should wear badges so they can easily be seen by hospital personnel.

#### **Annual Cost:**

- Level 2A (Contractor) \$69.95
- Level 2B (Non-Clinical Vendor) \$275.00
- Level 3 (Clinical Vendor/Contractor) \$275.00

Green Security Hard Badge Cost: \$19.99 (mandatory), RFID Badge \$30.00 (Optional) Smart Phone Badge App: FREE (download from iTunes or the Google Play Store)

Register: Visit our website www.greensecuritylic.com

A background screening will begin once the corresponding credential has been filled out and sent for processing. We encourage you to register at least 5-7 business days prior to arriving for work in order to ensure that you will receive your badge before you begin working on site. A badge will be sent to you once you have been cleared and have submitted any additional credentialing requirements set by **FORREST HEALTH**.

**Please note:** Business registrations are required prior to submitting an individual registration. Contact Customer Service for assistance if your business is not already registered with Green Security. Companies can also request to have company manager accounts established to manage all their vendors and contractors in the Green Security web portal.

Upon arriving at FORREST HEALTH facilities, you will need to scan your hard badge at one of the main security desks located in the Hospital facilities. Please note that if you do not have an approved Green Security badge, you will NOT be granted access at any FORREST HEALTH facilities.

Please direct all other inquiries to Green Security's Customer Service Department at 866-750-3373. Their customer service team will be happy to guide you through the process between the hours of operation are Monday through Friday 8am = 5pm EST.

We appreciate your cooperation.



Finance Department PO Box 17649 Hattiesburg, MS 39404 Phone: 601-288-1084

Fax: 601-288-1182

### **VENDOR SET UP FORM**

Company Name:
Remit to Address:
City, State, Zip:
Tax ID #:
Contact:
Phone Number:
ax Number:
FGH Requestor & Phone #:

If you have any questions please call James Fleming, A-P Manager @ 601-288-1084.

## Form (Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Internal		iue Service							for instr				St IIIIO	mau	VII.		_									
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																									
	For	Forrest County General Hospital																								
	2 B	Business name/disregarded entity name, if different from above																								
page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.												cer	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):												
Print or type. Specific Instructions on page		Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC										Exe	Exempt payee code (if any) 3													
Print or type.		Limited liability company, Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)   Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check											Exe	emp	otion	from l	FATO	CA re	por	ting						
Print ic Inst	LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.											at co	code (if any)													
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See	PO	. Box 1764	9																							
S		ity, state, and																								
	Hatt	tiesburo. N	AS 39404	-7649																						
		Hattiesburg, MS 39404-7649 7 List account number(s) here (optional)																								
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back	in wit	thholding, Fo	or individua	als, this	is gene	erally vo	Ur soc	cial sec	urity num	iber (	SSN). Ho	wever,	for a							П						
resid	ent ali	ien, sole pro is your empl	prietor, or	disrega	rded et	ntity, se	e the I	do not	have a n	art I,	later. Fo	or otner Iow to a	et a				-			-						
TIN.		is your empi	Oyer Identi	lication	HUITIDE	» (C114).	ii you	201100	i (iavo a ii	1011101	01, 000 11		010	or			_									
Note	: If the	e account is	in more th	an one	name,	see the	instru	ctions	for line 1.	. Also	So see What Italie and					er ide	r identification number									
		Give the Re															-6001587									
														6	4	-	6	0	0	1	5	8				
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Ge	ne	ral Inst	tructio	ns						Form 1099-DIV (dividends, including those from stocks or mutual funds)																
Section references are to the Internal Revenue Code unless otherwise noted.							ise		Form 109 oceeds)	99-MISC	(vario	us typ	es o	f Inco	me	, priz	es, a	awa	rds,	or g	ros	5				

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



#### To Whom it May Concern:

The following Information is presented for credit reference purposes only. This letter is furnished only upon request and the contents are considered confidential. Forrest General Hospital requires a purchase order for all invoices, which should be referenced on the invoice. Invoices are to be mailed, faxed or emailed directly to Accounts Payable for processing. Forrest General Hospital is tax exempt and the tax ID Number is 64-6001587. Any additional information should be directed to the following:

### Forrest General Accounts Payable Information

James Fleming A/P Manager PO Box 17649 Hattiesburg, MS 39404-7649

Phone: (601) 288-1084 Fax: (601) 288-1182

Email: fghap@forrestgeneral.com

#### **Bank Information**

Trustmark Bank PO Box 1071 Hattiesburg, MS 39403

Contact: Vanessa Butts - Ph. (601) 554-3424

#### **Trade References**

Medline Industries, Inc.
Dept. 1080
PO Box 121080
Dallas, TX 75312-1080
Account Number: 1011929

Standard Office Supply PO Box 950 Hattiesburg, MS 39403 Phone: (601) 544-5361 Account Number: 288-0

Cardinal Health
PO Box 730112
Dallas, TX 75373-0112
Phone: (877) 254-2738
Account Number: 11000182

#### Forrest General Hospital Information

PO Box 16389 Hattiesburg, MS 39404-6389 6051 Highway 49 Hattiesburg, MS 39401-7243 (601) 288-7000 www.forrestgeneral.com



Date: December 02, 2019 Letter ID: L1939576128

Reference: Sales Tax Exemption Letter Ruling Number: 19-0689

This is in response to your letter dated November 26, 2019, requesting that the Mississippi Department of Revenue provide a ruling regarding whether the Forrest General Hospital is exempt from sales and use tax. Your request has been assigned the letter ruling number listed above. Please use this number in any further correspondence with the DOR concerning this request.

After a search of the applicable statutes, this is to confirm that the Forrest General Hospital does qualify for sales tax exempt status pursuant to Miss. Code Ann. Section 27-65-105(a). This Section provides that sales of tangible personal property or services made to the United States Government, the State of Mississippi and its departments, institutions, counties and municipalities or departments or school districts of said counties and municipalities are exempt from sales tax. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to, and paid for directly by the exempt entity. This exemption does not apply to sales of tangible personal property or services to employees of the exempt entity, although the employee may be reimbursed for the expense by the exempt entity.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, although the contractor may be reimbursed for the expense by the exempt entity. Furthermore, this exemption does not apply to Contractors Tax levied by Miss. Code Ann. Section 27-65-21.

You may use a copy of this letter in order to substantiate the Forrest General Hospital's exempt status. I trust that this is the information you were requesting. Should you have any additional questions, feel free to contact this office at (601) 923-7015.

Under Miss. Code Ann. Section 27-65-85(a), it shall be unlawful for any person to use an exemption authorized under the Sales Tax laws for the purpose of avoiding the payment of tax the person is required to pay by law. Any person violating this provision shall be guilty of a misdemeanor and, on conviction thereof, shall be fined not more than Five Hundred Dollars (\$500.00), or imprisoned not exceeding six (6) months in the county jail, or punished by both such fine and imprisonment, at the discretion of the court.

This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not binding on the DOR if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or to your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.



P.O. Box 1033 Jackson, MS 39215 Phone: (601) 923-7700 Fax: (601) 923-7714

Date: December 02, 2019

Letter ID:

L1939576128

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of judicial decision that Indicates the ruling is no longer correct or the DOR retracts the ruling. The DOR does reserve the right to retract this ruling if it later determines on its own review that the ruling is incorrect. Such retraction will be in writing and the effect of the retraction will be prospective from the date of the retraction letter.

Sincerely,

Ciera Hill (601) 923-7029 Mississippi Department of Revenue

