

**DESOTO COUNTY, MISSISSIPPI**  
**BIDDERS INFORMATION PACKET**

Annual Bid for Cement Treated Base

For the Department of Road Management  
of the DeSoto County Board of Supervisors  
Hernando, MS

Bid File # 18-300-001



Karen McNeil  
Procurement Coordinator

Bid Opening Date: **August 1, 2017**  
**10:00 a.m.**

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Company Name

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**DeSoto County Office of Procurement**  
**365 Loshier Street, Suite 340**  
**Hernando, MS 38632**  
**Phone (662) 469-8260**  
**Fax (662) 469-8262**

## **INTRODUCTION**

DeSoto County is one of the fastest growing counties in Mississippi. The county is bordered by Memphis, Tennessee, to the north and covers 478 square miles with five municipalities.

DeSoto County is seeking proposals from qualified vendors to supply Cement Treated Base for the DeSoto County Department of Road Management. It is the intent of DeSoto County to award the contract to the lowest responsive and responsible vendor. The county will base the recommendation on the information included in the bid response, including, but not limited to price, delivery, compliance to specifications, etc.

The Department of Road Management operates a maintenance shop for county vehicles and equipment. Annual bids are secured each year for various products and services that are routinely needed in order to maintain the county roads, parks and equipment. Cement Treated Base will be secured by this bid and will be hauled by the Road Management staff using DeSoto County equipment. Successful vendors will receive orders throughout the bid period from the DeSoto County Office of Procurement on an as-needed basis. Purchase orders will be generated from requisitions received from the Department of Road Management and sent via fax or email to the successful vendor. Orders will be paid through the DeSoto County Department of Finance after they have been approved by the DeSoto County Department of Road Management.

The DeSoto County Board of Supervisors appreciates your interest in our county. As we go through the bid process please direct any questions you may have to the DeSoto County Office of Procurement. It is our intent that this process will be a positive experience for every vendor willing to put time and resources into this bid. We appreciate you and look forward to working with you during the bid process.

## NOTICE TO BIDDERS

Sealed bids will be received by the Board of Supervisors of DeSoto County, Mississippi, until 10:00 a.m. on Tuesday, August 1, 2017, at the Office of Procurement, 365 Loshier Street, Suite 340, Hernando, Mississippi, for the annual bid for securing Cement Treated Base for the DeSoto County Department of Road Management under the jurisdiction of the Board of Supervisors at which time they will be publicly opened and read aloud. The bid period is one year.

### **BID FILE NO: 18-300-001      Annual Bid for Cement Treated Base**

Specifications are on file in the Office of Procurement, DeSoto County Administration Building, 365 Loshier Street, Suite 340, Hernando, Mississippi, during normal business hours. Information concerning this bid can also be found on the Procurement Page @desotocountymiss.gov. All bids must comply with the specifications provided. DeSoto County reserves the right to amend the specifications, as necessary, and agrees to notify all having requested bid packets from the DeSoto County Office of Procurement.

**That all bids submitted must be sealed and clearly labeled on the outside of the bid envelopes as instructed in the bid package.**

The Board of Supervisors reserves the right to reject any and all bids and waive any informalities.

WITNESS MY SIGNATURE, this the 19th day of June, 2017.

(SEAL)

\_\_\_\_\_ MISTY HEFFNER

MISTY HEFFNER, CHANCERY CLERK  
DeSoto County Board of Supervisors

SUBMITTED:

DESOTO TIMES TRIBUNE

FOR PUBLICATION ON:

Tuesday, July 11, 2017  
Tuesday, July 18, 2017

PROOF OF PUBLICATION TO:

DeSoto County Administrator Office  
DeSoto County Administration Building  
365 Loshier Street, Suite 300  
Hernando, MS 38632  
Phone: 662-469-8180

# **DESOTO COUNTY BOARD OF SUPERVISORS**

## **OFFICE OF PROCUREMENT**

**365 Loshier Street, Suite 340**

**Hernando, MS 38632**

### **INVITATION TO BID**

**Bid Name: Annual Bid for Cement Treated Base**

**Bid File Number: 18-300-001**

**Bid Opening: August 1, 2017**

**Bid Opening Time: 10:00 a.m.**

It is agreed by the undersigned bidder that this signature submission of this bid represents the bidder's acceptance and compliance of all terms, conditions, and requirements of all bid documents contained herein, and that this bid will remain valid for a period of 12 months, or until a new bid has been approved by the DeSoto County Board of Supervisors. Bid period to begin on October 1, 2017.

All bid submissions must include one original set of proposal documents along with one paper copy and an electronic version of the complete proposal documents provided on a jump drive or CD formatted with "read and write" capabilities. Documents required to be returned are noted throughout the bid proposal package.

Bids must be received in the Office of Procurement prior to the bid opening time. Bids may be mailed or delivered to 365 Loshier Street, Suite 340, Hernando, Mississippi, 38632.

DeSoto County is seeking bids for cement treated base to be used by the DeSoto County Department of Road Management. The awarded vendor will provide this product to the County for the term of the bid at the bid price.

It is the intent of DeSoto County to award one vendor for all categories, if possible. The county does reserve the right to make award in part, or in whole based on potential savings for the department.

The County intends to make award based on the lowest and best overall bid.

**BID CALENDAR**  
**Bid File: 18-300-001**

Bid Publication	July 11, 2017
Bid Publication	July 18, 2017
Pre-Bid Meeting, if required	Not Applicable
Bid Opening	August 1, 2017
Selection Process Begins	Upon opening
Anticipated Recommendation to Board of Supervisors	No later than September 18, 2017

## **INSURANCE REQUIREMENTS FOR AWARDED VENDOR**

Prior to commencing performance of any work or supplying any materials or equipment covered by these specifications, the awarded vendor shall furnish to the Office of Procurement a Certificate of Insurance evidencing the following:

- A. Workers' Compensation: Statutory Limits - CONTRACTOR shall comply with all applicable Workers' Compensation laws set forth in Mississippi Code Annotated Sections 71-3-1 et. seq.
- B. GENERAL LIABILITY – Contractor shall carry general liability insurance coverage for the term of the agreement, naming DeSoto County as an additional insured, which shall provide coverage of claims for bodily injury, occupational sickness or disease, and death of vendor's employees or any other persons: Claims for personal injury or property damage caused by defective products: Claims for vendor's liability for injuries or property damage suffered by a party arising from the contractor's completion of operations as the result of the negligent and/or intentional actions of contractor's employees, officers, agents and subcontractors.

Minimum insurance coverage limits and requirements are as follows:

- a. Claims for bodily injury, occupational sickness or disease, and death of vendor's employees or any other persons: claims for personal injury or property damage caused by defective products: claims for vendor's liability for injuries or property damage suffered by a third party as the result of the contractor completion of operations: claims for liability incurred by vendor as a result of entering into written contract:  
**\$500,000 per person**  
**\$1,000,000 per occasion**
- b. Automobile General Liability, including owned, hired, and non-owned autos:  
**\$500,000 per person**  
**\$1,000,000 per occasion**
- c. Claims for vendors liability for property damage suffered by DeSoto County or a third party as a result of the contractor's operations:  
**\$1,000,000**

**A contract will not be executed unless a certificate of insurance evidencing above-described coverage is provided.**

**Failure to comply during the entire period of the contract shall be deemed to be a breach of the contract. Should your insurance expire during the life of this contract, the vendor is responsible to submit a new certificate covering the remaining period of the contract. No payment will be made on a contract with an expired insurance certificate.**

**All certificates shall indicate the names and addresses of the insurance companies, that coverage shall not be altered or cancelled without ten days' prior notice in writing to OWNER, and be approved, in writing, by agent, regularly commissioned and licensed to transact insurance business in the State of Mississippi.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No):	
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ADD "X" HERE TO CERTIFY THAT DESOTO COUNTY IS AN ADDITIONAL INSURED			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/>	<input type="checkbox"/>				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		<input type="checkbox"/>	<input type="checkbox"/>				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**INCLUDE:**

DESCRIPTION OF PROJECT, BID NUMBER (IF APPLICABLE) AND THAT DESOTO COUNTY IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:  
DESOTO COUNTY BOARD OF SUPERVISORS  
365 LOSHER STREET, SUITE 300  
HERNANDO, MS 38632

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## GENERAL TERMS AND CONDITIONS OF BIDDING

**Authorized Signatures:** The bid must be executed personally by the vendor, a duly authorized partner of the partnership, or a duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the bid to become a valid bid.

**Late Bids:** Bids must be received in the DeSoto County Office of Procurement before the designated time of bid opening. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened to the bidder.

**Withdrawal of Bids Prior to Bid Opening:** A bid may be withdrawn before the opening date by submitting a written request to the Procurement Department. If time allows the bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before specified bid time. DeSoto County reserved the right to withdraw a request for bids before the opening date.

**Withdrawal of Bids After Bid Opening:** Bidder agrees that its offer may not be withdrawn or cancelled by the vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

**Bid Amounts:** Bids shall show the vendor's unit (per ton) prices. (Unit price is broken down into a unit of measure to allow all bids to be compared fairly.) The county will correct any price errors. Any ambiguity in the bid as a result of omission, error, unintelligible wording shall be interpreted in the favor of DeSoto County.

Should the indicated sum of the separate bid items on the bid sheet differ from the correct sum, the correct sum shall be considered in awarding the bid.

**Descriptions:** Any brand specified is offered for comparative reasons only unless "no substitution" is noted within the specifications. The county understands any specified brand is available to more than one vendor and should not disqualify any bidder. If a bidder can prove equality of a substitution to the specified item, the county will consider that item.

**Bid Alterations:** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**Tax Exempt Status:** DeSoto County is exempt from tax according to the enclosed notice. The bid price shall not include any taxes.

**Quantities:** Quantities indicated are estimated quantities only and are not a commitment to purchase. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final costs.

**Bid Award:** Award of contract shall be made to the most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Past experience with the county will be considered prior to award. DeSoto County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the county. DeSoto County reserves the right to award based upon prior usage, individual line items, sections or total bid. Bidders are encouraged to bid every item. Bidders who submit bids for categories or individual items will be considered if their bid price proves to create an

advantage worth splitting the order. This decision will be the county's discretion, but it is the county's intention to award each category of the bid to one vendor.

DeSoto County reserves the right to waive all technical errors in the bids and to accept or reject any or all bids.

**Responsible Standing of Bidder:** To be considered for award, bidder must at least, have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

**Proprietary Data:** Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. DeSoto County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing Open Records Acts.

**Public Bid Opening:** Bidders are invited, but not required, to attend bid openings. After the official opening of bids a period of not less than one week is necessary to evaluate bids. The amount of time necessary for the bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

**Delivery Location and Schedule:** Delivery will not be needed for this product. The County will pick up and haul each order.

**Samples, Demonstrations and Testing:** At DeSoto County's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Sample, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or resting shall be at the expense of the bidder/vendor.

**Purchase Orders:** A purchase order(s) shall be generated by the DeSoto County Office of Procurement to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The county will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the county for which a valid invoice has been received or that are in compliance with purchase laws of the State of Mississippi. No payment will be made until an order is complete.

**Invoices:** All invoices shall reference the purchase order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. Payment will be made under terms of the laws of the State of Mississippi.

**Contract Definition:** The General Conditions of Bidding, Specifications, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by DeSoto County, shall constitute a contract equally binding between the successful bidder and DeSoto County.

**Contract Agreement:** Once a contract is awarded, the unit prices offered by the successful bidder shall remain firm for the term of the contract. Contract shall commence upon approval by the DeSoto County Board of Supervisors and continue for 12 months, or until other arrangements can be made.

**Change Order:** No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications

stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of DeSoto County and in accordance with the laws of the State of Mississippi.

**Termination of Default:** DeSoto County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be the best interest of the county in the event of breach or default of this contract. DeSoto County reserves the right to terminate the contract immediately in the event the vendor fails to perform to the terms of specifications or fails to comply with the terms of this contract. Breach of contract or default authorizes the county to award to another vendor.

**Sale, Assignment, or Transfer of Contract:**

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of DeSoto County.

**Signature on all bid documents certifies:**

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder has not given, offered to give, nor intends to give at any time here-after any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to any public servant in connection with the submitted offer.
- The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.

**Alternate Bidders**

According to the Mississippi Code 31-7-13, up to two alternate bidders can be selected to use when the low bidder cannot supply the product. Any bidder who agrees to be selected as an alternate bidder and supply the material at the cost returned in the bid may be awarded as first or second alternate.

**YES, consider us as an alternate** \_\_\_\_\_

**NO, consider us as an alternate** \_\_\_\_\_ **NO RESPONSE WILL BE CONSIDERED "NO"**

Notice: "DeSoto County is a political subdivision of the State of Mississippi and Mississippi law establishes a duty for those contracting with a Mississippi public entity to see to it that the provisions of the contract are legal and enforceable. Any party contracting with DeSoto County is obligated to verify, through independent legal counsel, whether all provisions of their contract are enforceable as to DeSoto County. Notice is given that, by law, DeSoto County will not be bound to any provision of a contract to which a Mississippi public entity cannot legally contract for. By way of example, a public entity cannot contract for binding arbitration, waiver of its right to a jury trial, holding another harmless, providing indemnification, limiting third party liability, waiving counterclaims, agreeing to application of foreign or agreeing to venue outside of Mississippi. In executing any contract DeSoto County does not waive any rights it may have to object to, contest, or refuse to comply with any provision of any contract that is impermissible by operations of the laws of the State of Mississippi."

**REFERENCE FORM: To be completed by any vendor who has not provided service to DeSoto County within the past 24 months.**

**BIDDER:** \_\_\_\_\_

**Bidder must provide references for a minimum of three similar sized municipalities provided the same services/products.**

Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Description and dates of supplies or services provided:

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Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Description and dates of supplies or services provided:

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Reference: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Description and dates of supplies or services provided:

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# DESOTO COUNTY BOARD OF SUPERVISORS

## OFFICE OF PROCUREMENT

365 Loshier Street, Suite 340

Hernando, MS 38632

### INSTRUCTIONS TO BIDDERS

**Bid Name: Annual Bid for Cement Treated Base**

**Bid File Number: 18-300-001**

**Bid Opening: August 1, 2017**

**Bid Opening Time: 10:00 a.m.**

Bidders are required to complete and return the provided bid documents. All requests for response shall be completed. (Do not leave any blank un-answered.) The company name must be noted on each page where indicated.

1. The county accepts no responsibility for any expenses incurred by any bidder to participate in this process. Such expenses are to be borne exclusively by the bidders.
2. The county reserves the right to reject any and all proposals. The bidder recognizes that the county will consider all aspects of the bid proposals including, but not limited to, price, ability to perform work, references, past history with DeSoto County, etc. In addition, the bidder recognizes the right of the county to reject a proposal if the bidder failed to furnish any required submittals on the date required by the proposal documents, or if any bid is in any way incomplete or irregular. Hence the Board of Supervisors may award the bid to other than the lowest bidder if in the judgment of the Board of Supervisors the interest of the county will be best served by another award. However, such judgment will be based on the circumstances mentioned or other similar conditions, if any.
3. Whenever the term "owner", "county", or "DeSoto County" occur in these specifications, it shall mean DeSoto County, a political subdivision of the State of Mississippi acting through the DeSoto County Board of Supervisors. Whenever the term "firm/company", "provider", "vendor", "bidder", "proposer" or "contractor" is used, it shall mean the bidder.
4. Final award of the bid is contingent upon vote of the Board of Supervisors.
5. Written specifications, bid package documents, and any addenda will be the basis of the bid award in accordance with Mississippi State Laws. Any significant clarifications will be handled by addenda to all vendors.
6. Whenever work or responsibilities are described in these specifications, it shall mean any work necessary to accomplish the scope of services and other descriptions of service.
7. Each bidder, by submitting a bid, represents that he/she has read and understand the bid documents.
8. The successful bidder shall comply with all State, Federal and Local laws and/or regulations.
9. Bidders needing clarifications should fax or email questions as soon as possible. All questions must be sent prior to noon on July 20, 2017 unless unavoidable to avoid changing the bid response date according to MS State Code 31-7-13. Only questions which change the scope of the bid documents will be considered for addendum. Addenda will be sent to all bidders, if or when necessary until two working days prior to the bid openings. Any addenda necessary within two working days of the bid opening will require the bid date to be set back to a date not less than five (5) working days after the date of the last addendum, according to Mississippi Code 31-7-13. For that reason, bidders are encouraged to investigate this bid and ask questions within the first week of receiving the bid.

Company Name: \_\_\_\_\_

RETURN THIS DOCUMENT

Refer all questions in writing to:

Office of Procurement

365 Losher Street, Suite 340

Hernando, MS 38632

FAX: 662-469-8262

PHONE: 662-469-8020

EMAIL: [procurement@desotocountymississippi.gov](mailto:procurement@desotocountymississippi.gov)

10. All addenda are to be acknowledged and submitted with the bid response.
11. The bid package shall be considered to be one bid document and all aspects of every part of the bid document shall be considered as defining the responsibility of the bidder.
12. Awarded bidders must present a Certificate of Insurance meeting stated requirements within ten (10) days of award by the Board of Supervisors. Refer to **Insurance Requirements** in **General Terms and Conditions of Bidding** for specific requirements.

Company Name: \_\_\_\_\_

RETURN THIS DOCUMENT

## Letter Ruling

— DEPARTMENT OF —  
**REVENUE**  
STATE OF MISSISSIPPI



000000034 01 SP 0.46 02153 1 34



ANDREA FREEZE, CFO  
DESOTO COUNTY, MISSISSIPPI  
365 LOSHER ST STE 320  
HERNANDO MS 38632-2147

Date: April 03, 2017  
Letter ID: L0897569664

Reference: Sales Tax Exemption  
Letter Ruling Number: 17-0092

This is in response to your letter dated February 23, 2017, requesting that the Mississippi Department of Revenue provide a ruling regarding the DeSoto County's exemption 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 DeSoto County 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 taxes. 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 contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee 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 DeSoto County'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.



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

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

Form # mL0004 v. V10

Visit [www.dor.ms.gov](http://www.dor.ms.gov) for tax information and online filing. If you call, please have this letter with you.

00002153000034010200 - 001

Date: April 03, 2017  
Letter ID: L0897569664

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,

Erica Willis  
(601) 923-7022  
Mississippi Department of Revenue

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

Form # mL0004 v. V10

Visit [www.dor.ms.gov](http://www.dor.ms.gov) for tax information and online filing. If you call, please have this letter with you.

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**Request for Taxpayer  
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

# DESOTO COUNTY BOARD OF SUPERVISORS

## OFFICE OF PROCUREMENT

365 Loshier Street, Suite 340

Hernando, MS 38632

### SPECIFICATIONS

Bid Name: Annual Bid for Cement Treated Base

Bid File Number: 18-300-001

Bid Opening: August 1, 2017

Bid Opening Time: 10:00 a.m.

1. All materials shall meet the specifications as set forth in the Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition. Can you comply? \_\_\_\_YES \_\_\_\_NO
2. Bidders submitting bids from more than one plant location should submit a separate bid form for each plant by making a copy of the Official Proposal Form for each vendor plant location and identifying the location of the plant on the form. Can you comply? \_\_\_\_YES \_\_\_\_NO
3. Each order will be determined by hauling costs from plant to jobsite. The Department of Road Management will determine which plant provides the lowest cost per job. Can you comply? \_\_\_\_YES \_\_\_\_NO
4. In the event the lower bidder cannot supply the product within two calendar days from the receipt of the purchase order, DeSoto County reserves the right to request services from the next lowest bidder.
5. Usage: The table below provides a description of each bid item. Usage for the past 12 months is provided to show a representation of what the County has purchased in the past. This is not a promise to purchase in the future, but an indication of our recent needs.

CEMENT STABILIZED CRUSHED LIMESTONE	DESCRIPTION	USAGE (JUNE 1, 2016 – JUNE 1, 2017)
5% Cement Content	Minimum 500 psi mix with 50% limestone	311 tons

Company Name: \_\_\_\_\_  
Specifications 3/2014km

RETURN THIS DOCUMENT

**DESOTO COUNTY BOARD OF SUPERVISORS**

**OFFICE OF PROCUREMENT**

**365 Loshier Street, Suite 340**

**Hernando, MS 38632**

**OFFICIAL PROPOSAL FORM AND SIGNATURE FORM**

**Bid Name: Annual Bid for Cement Treated Base**

**Bid File Number: 18-300-001**

**Bid Opening: August 1, 2017**

**Bid Opening Time: 10:00 a.m.**

It is agreed by the undersigned bidder that this signature submission of this bid represents the bidder's acceptance and compliance of all terms, conditions, and requirements of all bid documents. The undersigned agrees to provide the specified product at the price indicated.

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON FOR THIS BID: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

ORDERING CONTACT PERSON FOR THIS BID: \_\_\_\_\_

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACKNOWLEDGEMENT OF ADDENDUMS: ADDENDUM 1: \_\_\_\_\_ ADDENDUM 2: \_\_\_\_\_ ADDENDUM 3: \_\_\_\_\_

CEMENT STABILIZED CRUSHED LIMESTONE	DESCRIPTION	BID PRICE PER TON
5% Cement Content	Minimum 500 psi mix with 50% limestone	\$

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **VENDOR'S CHECKLIST OF REQUIRED INFORMATION**

**Bid File: 18-300-001**

**NOTE:** Bidders are required to initial below to insure all information has been read, understood and all pertinent information is enclosed. This page must be submitted with the proposal request information.

### **INITIAL TO INDICATE:**

- \_\_\_\_\_ All bid documents have been read and understood.
- \_\_\_\_\_ All bid documents have been signed and completed.
- \_\_\_\_\_ The completed original proposal documents along with one paper copy have been included.
- \_\_\_\_\_ An electronic version of the complete proposal documents has been provided on a jump drive or CD formatted with "read and write" capabilities.
- \_\_\_\_\_ W-9 has been provided

**All proposal documents must be delivered to the following address prior to the stated bid opening in a sealed package labeled with bid file number, bid name, bid opening date and time and bidder's name.**

**Return all proposals to:**

**DESOTO COUNTY BOARD OF SUPERVISORS**

**OFFICE OF PROCUREMENT**

**365 LOSHER STREET, SUITE 340**

**HERNANDO, MS 38632**

**Failure to comply with the above may result in rejection of your bid.**