Warren County Schools

Plant and Operations

2016-2017 Septic Tanks Pump Bid
and
Vocational Wing Grease Tank
Bid N0. 16172

One Team, One Goal, High Levels of Learning for All

1.0 Contract Period

*The contract shall cover the period from **July 1st, 2016 through June 28th, 2017,** or an equivalent period depending on date of contract award.*

2.0 Insurance

The successful Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Contractor for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability

$300,000 General Aggregate Limit

$300,000 Products & Completed Operations

$300,000 Personal and Advertising Injury

$300,000 Each Occurrence Limit

$50,000 Fire Damage Limit

$5,000 Medical Expense Limit

3.0 Hold Harmless Clause

The Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the Warren County Schools, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

4.0 Safety

All contractors and subcontractors performing services for the Warren County Schools are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area ***under this contract.***

5.0 Employment Discrimination by Contractors Prohibited

Every Contract shall include the following provisions:

1. *During the performance of this contract, the contractor agrees as follows:*
    a. *The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.*
    b. *The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.*
    c. *Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.*

6.0 Drug-free Workplace

Every contract shall include the following provisions:
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace.
For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

7.0 Smoking Policy

Workers are not allowed to smoke on campus, during school time and within 50 feet of any buildings at all time (property of Warren County Schools).

8.0 Criminal Background compliance Affidavit

Contractor must submit the criminal background compliance affidavit on any employees that is working on the school site.

9.0 Faith Based Organizations

Warren County Schools does not discriminate against faith-based organizations.

10.0 Exemption from Taxes

The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the Count's tax exempt status will be furnished by County of Warren on request.

11.0 Substitutions

NO Substitutions or cancellations permitted after award without written approval by the Warren County Board of Education.

12.0 Workmanship and Inspection

All work under the resulting contract shall be performed in a skillful and workmanlike manner. The Warren County Schools may, in writing, require the Contractor to remove any employee from work that the Warren County Schools deems incompetent or careless.

Further, Warren County Schools may, from time to time, make inspections of the work performed under this contract. Any inspection by the Warren County Schools does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

13.0 Cleaning-Up

The Contractor(s) shall at all times keep the adjacent areas of the property free from rubbish and the accumulation on any waste materials.

14.0 Method of Payment

Contractor shall submit invoices at the end of each calendar month, such statement to include detailed breakdown of all charges, and shall be based on completion of tasks or deliverables.

Invoices shall be submitted to:

Warren County Board of Education
2548 Morrison Street
McMinnville, TN 37110

Upon inspection and acceptance of the work, the Warren County Schools will render payment within thirty (30) days.

Individual Contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

REGULATIONS TO GOVERN SUBSURFACE SEWAGE CHAPTER 1200-1-6
DISPOSAL SYSTEMS

1200-1-6-.19 SEPTIC TANK PUMPING CONTRACTOR.

(1) Domestic Septage Removal Permit - Persons engaged in the business of removing and disposing of domestic septage from septic tanks, holding tanks, portable toilets, or other similar sewage treatment or disposal facilities covered within the provision of these Regulations shall obtain an annual permit from the Commissioner.

Septic tank pumping contractors are authorized under the domestic septage removal permit to pump the contents of grease traps that are a part of subsurface sewage disposal systems. This grease trap waste must be disposed of in a manner approved by the Commissioner. Grease trap waste may not be disposed of on a domestic septage disposal site, as authorized under these Regulations.

(2) No permit under this section shall be granted until:
- (a) An application is filled out in its entirety, unless otherwise specified by the Commissioner; and
- (b) The contractor has demonstrated to the Commissioner that he is capable of conducting the operation in accordance with the Regulations as set forth herein.
- (c) A domestic septage removal permit may be denied where the applicant has had a previous permit denied, suspended or revoked due to unsatisfactory work, where such unsatisfactory work is material to the subject matter of the permit.

(3) Application for permit shall contain the following:
- (a) Businesss name, owner's name, address and telephone number.
- (b) Signature of applicant and date of application.
- (c) Written permission of the proper official when contents are to be disposed of by discharging into a public or community wastewater treatment plant.
- (d) Written permission of the landowner, and disposal site operator, if different from the landowner, for each land application site used, including a copy of the domestic septage disposal site permit(s).
- (e) Tank capacity, in gallons, license number and state of registration for each vehicle used to transport domestic septage.
- (f) Counties in which the contractor intends to conduct most of his business.

(4) Monitoring Logs - A monthly log, on a form provided by the Department, of all pumpings and discharges shall be maintained. The log shall include, but not be limited to, the following:
- (a) Date domestic septage is collected.
- (b) Address of collection.
- (c) Indicate if collection point is residential or commercial.
- (d) Volume in gallons collected.
- (e) Type of waste hauled.
- (f) The discharge location, by treatment plant name or land disposal site permit number.

(5) It is the sole responsibility of the contractor to insure contractor's compliance with the current and applicable version of all laws, regulations and codes governing subsurface sewer and disposal systems or any other service tasked or performed by contractor under this bid.

REGULATIONS TO GOVERN SUBSURFACE SEWAGE CHAPTER 1200-1-6
DISPOSAL SYSTEMS
(Rule 1200-1-6-.19, continued)

(g) The date, time and total number of gallons of domestic septage applied to the approved disposal site (if applicable).
(h) Method of pathogen reduction and vector attraction reduction for each load (if applicable).
(i) The following statement of certification:
"I certify, under penalty of law, that all domestic septage has been disposed of at an approved wastewater treatment facility, or that the site requirements in the Regulations To Govern Subsurface Sewage Disposal Systems, Section 1200-1-6-.20(6) have been met."

(5) Vehicle Identification - All vehicles engaged in domestic septage removal shall carry on both sides of the vehicle the name and address of the firm or operator conducting the business and the domestic septage removal permit number under which the business is being conducted. All lettering shall be at least two (2) inches high in bold print on a background of contrasting colors. All vehicles used for transporting domestic septage shall have an identifying sticker, provided by the department, attached to the vehicle in a location determined by the department.

(6) Vehicle Maintenance - Every vehicle used for domestic septage removal purposes shall be equipped with a watertight tank and shall be maintained in a clean and sanitary condition. Liquid wastes shall not be transported in an open body vehicle unless contained within suitable portable receptacles. All pumps, valves and hose lines shall be maintained so as to prevent leakage. A splash plate or other approved method of dispersal shall be used for land application.

(7) Portable Receptacles - All portable receptacles used for transporting liquid or solid wastes shall be watertight, equipped with tight-fitting lids, and cleaned daily.

(8) Domestic Septage Removal Permit
(a) Permits shall not be transferable or assignable and shall automatically become invalid upon a change of ownership or upon suspension or revocation.
(b) Permits shall expire on the 31st day of December, following the date of issuance.
(c) When a permit has been denied, suspended, or revoked, a hearing may be requested before the Commissioner by making such request in writing within thirty (30) days of the date of the denial, suspension or revocation. Any hearing granted under this section shall be conducted in accordance with the Uniform Administrative Procedures Act, compiled in Title 4, Chapter 5,

Part 3 of Tennessee Code Annotated.
Authority: *T.C.A. §§4-5-201 et seq. and 68-221-403.* ***Administrative History:*** *Original rule certified June 7, 1974. Amendment filed December 21, 1989; effective February 4, 1990. Amendment filed September 3, 1991; effective October 18, 1991. Amendment filed June 1, 1994; effective August 15, 1994. Amendment filed December 27, 2000; effective March 12, 2001. Repeal and new rule filed November 17, 2005; effective January 31, 2006.*

Waste Hauler Manifest Form

Driver Submit Completed Manifest Form

All waste haulers must have a copy of their permit in the truck and the vehicle must be listed on the permit.

Company and Vehicle Information

Company Name				Permit Number	
Vehicle Make		Model		License Number	

Hauled Waste Information

Identify the source(s) of the waste being discharged. Include type of waste (portable toilet, grease trap, domestic septage, sump, storm water, groundwater, etc.) facility name and address, and volume in gallons

Date	Type of Waste	Facility Name	Address	Volume

School Site and Tank Number:

Is waste 100% domestic septage, grease trap, or portable toilet waste? [ ] Yes [ ] No
If No, explain:

Has hazardous waste or categorical industrial user waste ever been hauled in this truck? [ ] Yes [ ] No
If Yes, explain:

I certify that the information on this form is accurate and correct to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment for willful violations.

_____ _____ _____

Name of Driver (Printed) *Signature of Driver* *date*

The following section shall be completed by Collection Site

Address:

_____

Contents of vehicle approval [ ] Yes [ ] No
If No, explain:

Date: Authorized Representative Name

_____ _____

SITE ADDRESS

1. *Central Office*
   2548 Morrison Street
   McMinnville, Tn

2. *Centertown Elementary School*
   376 Warrior Blvd.
   McMinnville, Tn

3. *Dibrell Elementary School*
   1759 Mike Muncey Road
   McMinnville, Tn

4. *Eastside Elementary School*
   2121 Old Rock Island Road
   Rock Island, Tn

5. *Irving College Elementary School*
   115 Dry Creek Road
   McMinnville, Tn

6. *Maintenance Department*
   345 Pioneer Lane
   McMinnville, Tn

7. *Pre-Pioneer Learning Center*
   340 Pioneer lane
   McMinnville, Tn

8. *High School Soccer Complex*
   Pioneer Lane
   McMinnville, Tn

9. *High School Baseball Complex*
   Pioneer Lane
   McMinnville, Tn

10. *Transportation Department*
    129 Middle School Drive
    McMinnville, TN

CONTRACTOR

Name of Contractor: _____

Address: _____

_____

State of Tennessee License Number: _____

Expired Date of License: _____

NOTE: "Provide a copy of State License"

The bidder, in compliance with the Warren County Board of Education invitation for bids for pumping of facilities septic tanks, having examined the documentation and visit the sites of the proposal work, and being familiar with all of the conditions surrounding the septic tanks.

Bidder hereby agrees to commence work under this contract during the months hereby stated in the documents and to be completed by all local, state and federal laws.

Contractor must notify the Warren County Schools Maintenance Department three (3) days in advance before pumping the septic tank. The contractor must notify the Warren County Schools Maintenance Department of day and time the pump(s) are pump. After the tank(s) have been pump, the contractor is to notify the Warren County Schools Maintenance Department the next working day stated the tank(s) have been pump. Waste Hauler Load Manifest form (see section 4) must be completed along with invoice for payment to the Warren County Schools

Bid Awarded

Each site location will be bid separate as line item mention as tank number. A total of 21 tanks to be bid separately for the best bid.

_____ _____

Signature of Contractor *Date*

Criminal Background Compliance Affidavit

State of Tennessee

County of Warren

*The undersigned, principal officer of_____, * an employer contracting with Warren County Board of Education to provide services having direct contact with children or access to grounds of a Warren County public school, hereby states under oath as follows:*

1. *The undersigned is a principal officer of_____ * (hereinafter referred to as the Company), and is duly authorized to execute this affidavit on behalf of the Company.*

2. *The Company submits this Affidavit pursuant to T.C.A. 49-5-413 as amended effective September 1, 2007 for entities entering into contracts with a local board of education where the company's employees will have direct contact with school children or access to the grounds of a school when children are present. It is the duty of the Company to require applicants supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds and to take certain other actions based upon the results of the records check.*

3. *The Company is in compliance with the terms of T.C.A. 49-5-413.*

Further affiant saith naught.

**The Company's Name*

NOTARY

Principal Officer

State of_____

County of _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she is the _____ of_____, and is authorized to execute this instrument on behalf of the principal for the purposes therein contained.

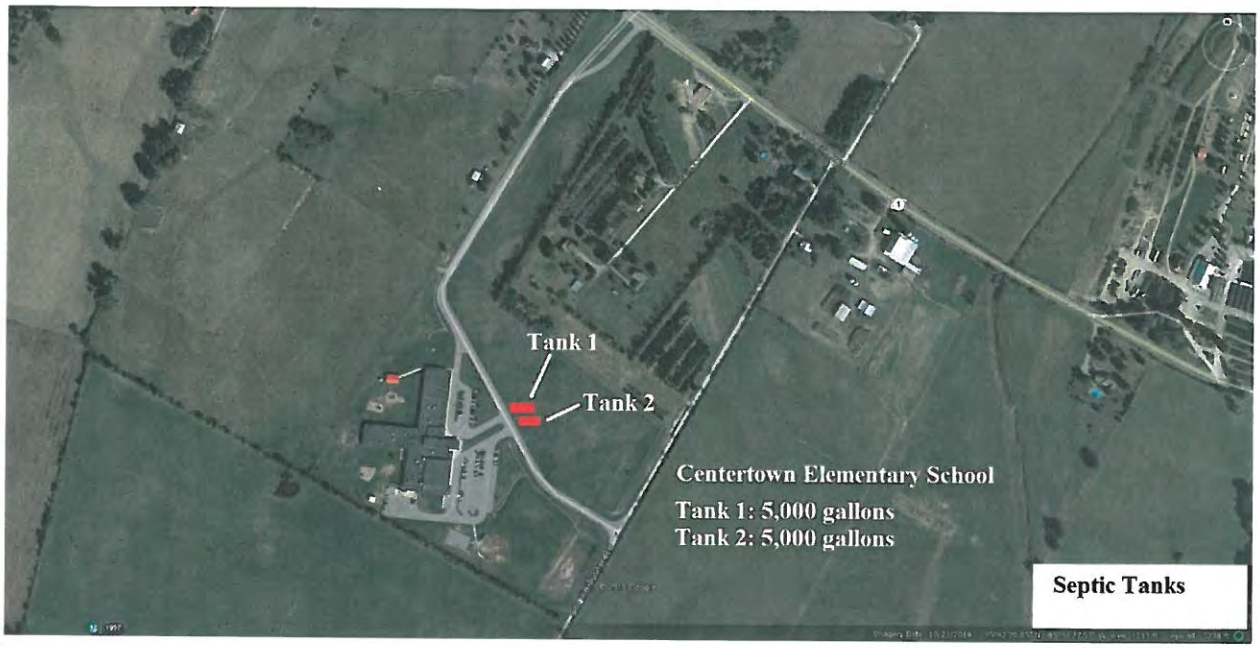
Witness my hand and seal at office this _____ day of _____,

_____

Notary Public

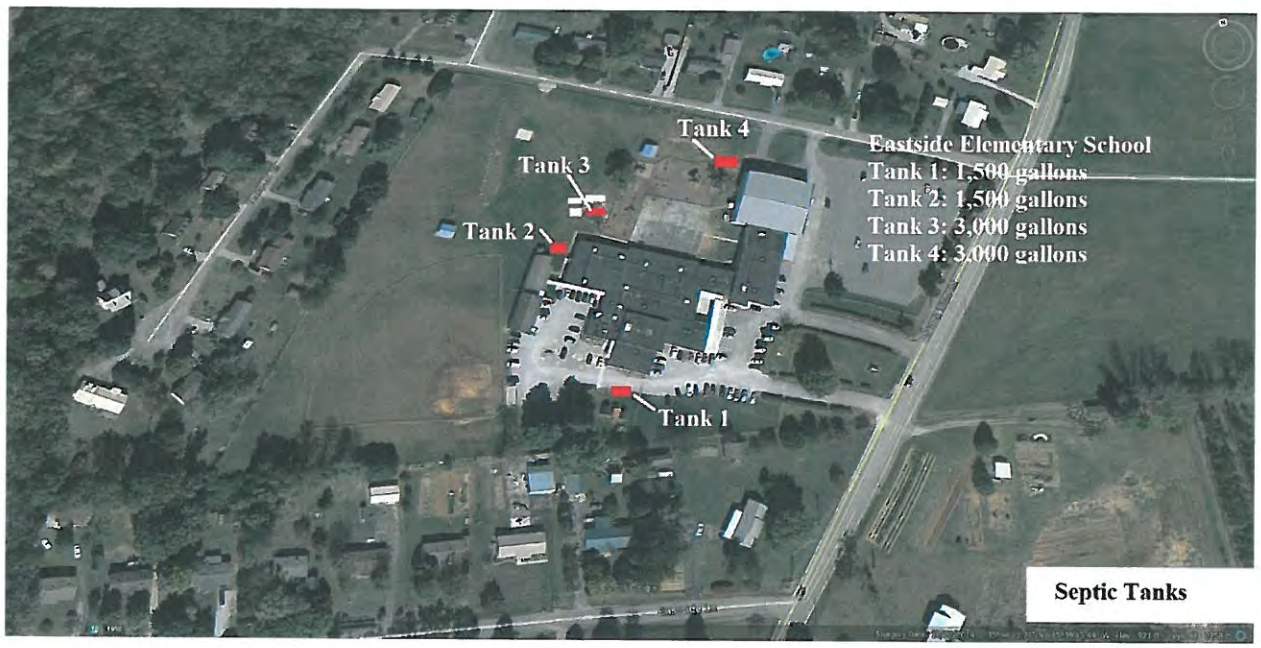
My commission expires: _____

Centertown Elementary School



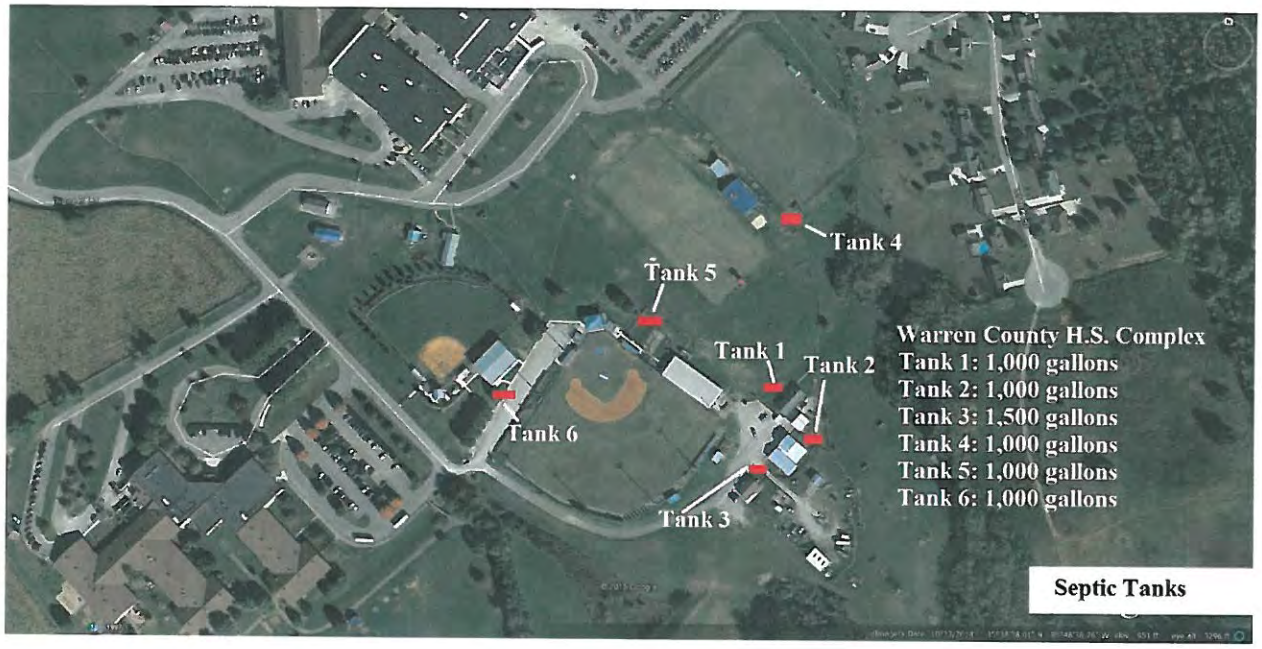
Dibrell Elementary School

Eastside Elementary School

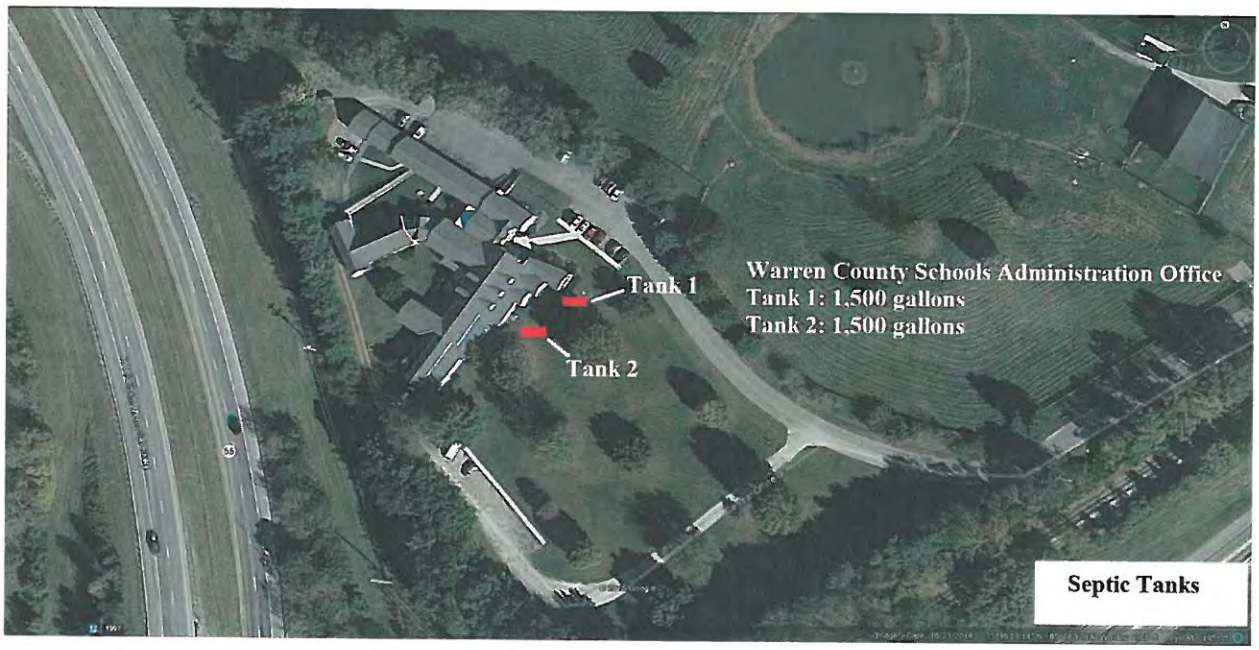


Irving College Elementary School

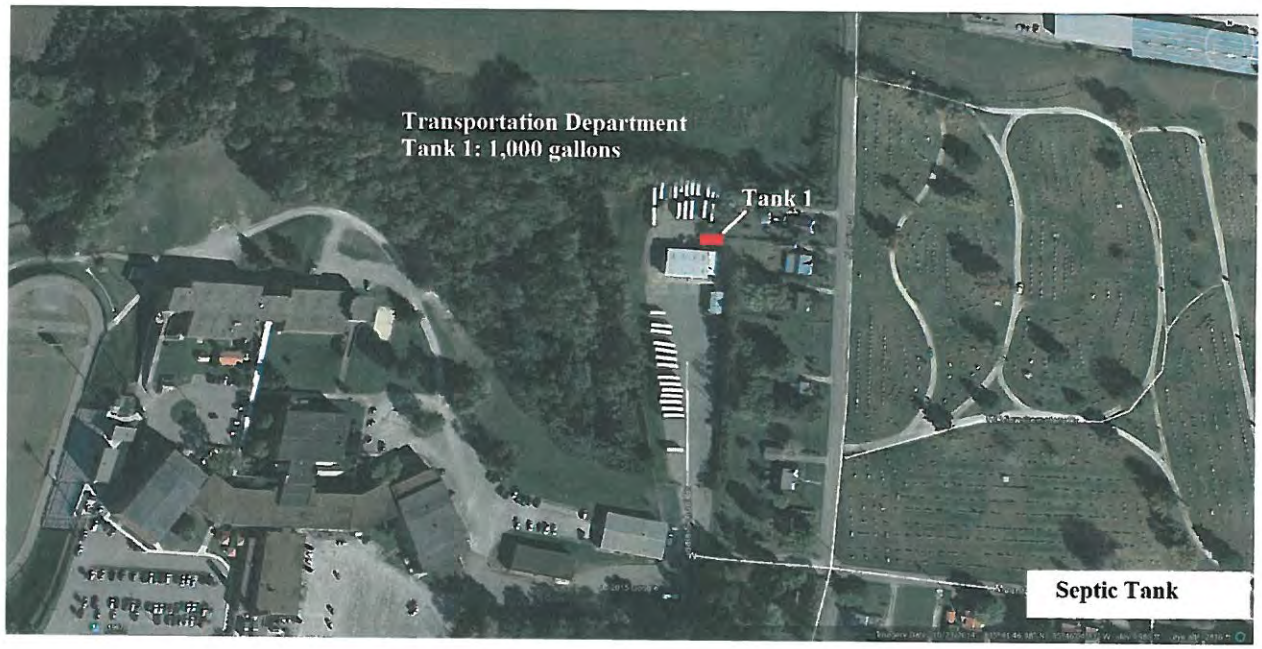
Warren County H.S. Complex



Warren County Schools Administration Office



Transportation Department



Warren County High School Vocational Wing: Grease Tank

System-Wide Special Notes (Septic Tanks):

1. Centertown Elementary School
2. Dibrell Elementary School
3. Eastside Elementary School

These three (3) schools work out with the Warren County Schools Maintenance Department to make sure they are on-site and at the septic tank location before pumping. Must be notify three (3) days advance. These pumps have filters that need to be clean and/or replace by maintenance staff at time of pumping.

Warren County High School Vocational Wing Grease Tank

Must be notify three (3) days advance. Follow Tennessee State Rules and Regulations on proper disposal of grease.

Warren County Schools Septic Tank Pumping Bid Sheet- Addendum Tab

System Tank N0.	Site	Site Tank N0.	Tank Size Gallons	Total Times Pump	Date To Pump	Cost Per Tank to Pump
1	Centertown	1	5,000	1	July 2016	
2	Centertown	2	5,000	1	July 2016	
3	Eastside	1	1,500	1	July 2016	
4	Eastside	2	1,500	1	July 2016	
5	Eastside	3	3,000	1	July 2016	
6	Eastside	4	3,000	1	July 2016	
7	W.C.H.S. Voc. G.T.	1	1,500	1	July 2016	
8	Dibrell	1	10,000	1	August 2016	
9	Irving College	1	3,500	1	August 2016	
10	Irving College	2	1,500	1	August 2016	
11	Irving College	3	1,500	1	August 2016	
12	Irving College	4	1,500	1	August 2016	
13	W.C. Administration	1	1,500	1	August 2016	
14	W.C. Administration	2	1,500	1	August 2016	
15	W.C.H.S. Complex Maintenance	1	1,000	1	September 2016	
16	W.C.H.S. Complex Maintenance	2	1,000	1	September 2016	
17	W.C.H.S. Complex Pre Pioneer Learn. Ctn.	3	1,500	1	September 2016	
18	W.C.H.S. Complex Soccer Field	4	1,000	1	September 2016	
19	W.C.H.S. Complex Baseball Field	5	1,000	1	September 2016	
20	W.C.H.S. Complex Softball Field	6	1,000	1	September 2016	
21	Transportation Dept.	1	1,000	1	September 2016	

During the budget year, if tank needs to be pumped again for any reason seen fit by the school system, the following above price at each tank site will be charged by cost per tank to pump mentioned above.

Name of Contractor_____

Address:_____

Contact Name: _____ Phone Number_____