



PROMINENT SYSTEMS INC

ACTIVATED CARBON SOLUTIONS FOR ENVIRONMENTAL PURIFICATION



OFFICE LOCATIONS: CITY OF INDUSTRY, CA AND HOUSTON, TX
WWW.PROMINENTINC.COM

1.0 COMPANY BACKGROUND

Prominent Systems, Inc. is a corporation that specializes in complete range of activated carbon products and services. We manufacture and distribute wide range of granular activated carbon products for various applications. Prominent Systems started as a provider to activated carbon distributors in the United States and have expanded globally over time. We have more than sixteen years of experience in the carbon industry and produce the best quality products and services in the industry.

2.0 MANUFACTURING CAPABILITIES

Prominent Systems has two manufacturing facilities which generates two main types of granular activated carbon products, bituminous coal and coconut shell. Our coal base activated carbon is manufactured in China with a monthly capacity of 1,200 metric tons. Our coconut shell manufacturing plant in Indonesia generates a monthly capacity of 600 metric tons. Prominent Systems manufacturing plants are NSF-61 Certified, ISO-and 9001:2000 Certified. Certificate of Analysis performed by the QC/QA Manager are faxed to our office in Industry, CA before shipment for quality assurance. We currently have over 2.0-Million pounds of GAC in stock in our new warehouses in Industry, CA.



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3.0 TURNKEY CARBON CHANGE OUT SERVICE

Prominent Systems, Inc., provides on site turnkey media change out services. We use our Hurricane 500 Industrial Vacuum System for your carbon change out service which is fast and efficient and reduces down time and save our clients money. Our Hurricane 500 has a 3-Stage filtration system permitted by the State of California ARB-Cyclonic Separation, HEPA bag house comprised of 37 filter bags with continuous reverse pulse air cleaning and high efficiency blower safety filter resulting in virtually dust free carbon change out service. All carbon change outs are performed by OSHA certified service technicians who have wide range of service experience.



SERVICE FEATURES & BENEFITS

- OSHA Certified Service Technicians, results in safer work practices
- Experienced Service Technicians, resulting in faster & safer on-site service
- Local Service Center, resulting in quicker response time
- Technical Support for filtration system optimization & new applications
- Hurricane 500 Industrial Vacuum Unit for Carbon Change Out Services: 2,250-cfm@27" Hg, HEPA Air Filtration, Automatic Hopper/Bagger, resulting in fast on site change outs, 99.99% dust free air and cleaner change out service
- All types of Virgin Granular Activated Carbon in-Stock, resulting in faster response time
- Owner Operated Bulk Pneumatic Slurry Trailer for Turnkey Carbon Change Out Service
- Liquid and Vapor Phase Filtration Equipment available for Sales & Rental
- Custom Fabricated Filtration Systems: FRP, Stainless Steel, and Coated Carbon steel Skid Mounted and Stand Alone Units

4.0 BULK PNEUMATIC SLURRY TANKER SERVICE

Prominent Systems provides safe and rapid on site Turnkey Media Exchange Service with High Quality Activated Carbon products to keep your Treatment Systems performing at their best. Prominent Systems consists of the newest equipment and experienced service technicians to make your on site carbon exchange fast, clean, and safe.

Prominent Systems, Inc. owns & operates a brand new food-grade Bulk Pneumatic Slurry Tanker used for various liquid phase applications. Our Bulk Pneumatic GAC Slurry Tanker is located in our secured facility in Industry CA. We are capable of doing larger scale liquid phase carbon change outs with minimum down time with the pneumatic slurry tanker.

We will only use Food Grade Hoses for GAC Change Outs. Prior to each change out service, we hot wash our pneumatic tanker and all the hoses at our facility and disinfect the hoses and trailer to ensure a clean and safe carbon service. All services are performed by experience field service technicians.



Prominent Systems, Inc., Bulk Pneumatic Slurry Tanker

Features & Benefits

- 2007 Trail King Tanker
- 40,000-lbs Virgin GAC Capacity
- FDA Food Grade Fittings & Hoses

Prominent Systems, Inc., Bulk Pneumatic Slurry Tanker

Features & Benefits

- FDA Food Grade Materials of Construction
- Used Exclusively for Potable Water Service
- Hopper Aeration with Control Valves



5.0 VAPOR AND LIQUID PHASE FILTRATION EQUIPMENT

Prominent Systems, Inc., **AQUASORB & VAPSORB-GAC** series granular activated carbon filtration equipment are specially design for adsorption of organic compounds from contaminated water and air streams. **AQUASORB & VAPSORB-GAC** units are made with steel and industrial coated to endure any type of weather. Both high pressure and low pressure vessels are available for rental and sale for vapor and liquid phase applications.



GAC FILTRATION SYSTEMS SALES & RENTAL

- GAC Filtration Systems includes hub and lateral under drain distribution
- Rental Filters includes Industrial Pressure gauges, sample ports, and quick connect/disconnect cam locks
- Forklift Channels for quick and easy mobilization and demobilization
- Pressure rated to endure high pressure
- Wide range of filters from 55-gallon drum to 10,000-lb vapor and liquid phase GAC filters



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WWW.PROMINENTINC.COM

5. FIRE FIGHTING MEASURES

- | | |
|----------------------|--|
| Flashpoint | • Not Applicable. |
| Non-flammable | • 16CFR1500.44. |
| Not Self Heating | • UN Manual of Tests and Criteria, Test N.3. |
| Ignition Temperature | • >450C° |

GENERAL HAZARD:

Activated carbon is difficult to ignite and tends to burn slowly (smolder) without producing smoke or flame. Toxic gases will form upon combustion.

FIRE FIGHTING INSTRUCTIONS:

If possible to do safely, move smoldering activated carbon to a non-hazardous area, preferably out of doors. Extinguish fire using water fog, fine water spray, carbon dioxide or foam. Avoid stirring up dust clouds.

FIRE FIGHTING EQUIPMENT:

Fire fighting personnel should wear full protective equipment, including self-contained breathing apparatus (SCBA) for all inside fires and large outdoor fires.

HAZARDOUS COMBUSTION PRODUCTS:

Combustion products may include smoke and oxides of carbon (for example, carbon monoxide). Materials allowed to smolder for long periods in enclosed spaces, may produce amounts of carbon monoxide which reach the lower explosive limit (carbon monoxide LEL = 12.5% in air). Under certain conditions, any airborne dust may be an explosion hazard. Used activated carbon may produce additional combustion products.

6. ACCIDENTAL RELEASE MEASURES

IF A SPILL OR LEAK OCCURS:

Clean up spills in a manner that does not disperse dust into the air. Handle in accordance with good industrial hygiene and safety practices. These practices include avoiding unnecessary exposure, and removal of material from eyes, skin, and clothing.

DISPOSAL METHOD:

Spent granular activated carbon may be recyclable. Dispose of virgin (unused) carbon (waste or spillage) in a facility permitted for non-hazardous wastes. Spent (used) carbon should be disposed of in accordance with applicable laws.

CONTAINER DISPOSAL:

Do not reuse empty bags. Dispose of in facility permitted for non-hazardous wastes.

7. HANDLING AND STORAGE

- | | |
|----------------------|---|
| Storage Temperature: | • Ambient |
| Storage Pressure: | • Atmospheric |
| Handling: | <ul style="list-style-type: none">• Follow good handling and housekeeping practices to minimize spills, generation of airborne dusts, and accumulation of dusts on exposed surfaces.• Use with adequate exhaust ventilation to draw dust away from workers' breathing zones.• Prevent or minimize exposures to dusts by using appropriate personal protection equipment.• Wash exposed skin areas thoroughly with soap and water after handling. |
| Storage: | <ul style="list-style-type: none">• Store product in a closed dry container. Maintain good housekeeping. Store away from strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. |

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

- Engineering Controls: • Use local exhaust ventilation to control emissions near the source. Ventilation systems should be sized and configured to prevent exceedence of recommended or regulated exposure limits (for example, OSHA PELs).
- Eye Protection: • Safety glasses with side shields are recommended for any type of handling. Where eye contact or dusty conditions may be likely, dust tight goggles are recommended. Have eye flushing equipment available.
- Skin Protection: • Avoid contact with the skin. Wear appropriate dust resistant clothing. Wash contaminated clothing and clean protective equipment before reuse. Wash skin thoroughly after handling.
- Respiratory Protection: • Use NIOSH/MSHA approved respiratory protection equipment appropriate to the material and/or its concentration where airborne exposure is likely. If exposures cannot be kept to a minimum with engineering controls, consult respirator manufacturer to determine appropriate type equipment for a given application. Observe respirator use limitations specified by NIOSH/MSHA or the manufacturer.

Airborne Exposure Guidelines:

Recommended Exposure Limits 8-hr TWA	Activated Carbon
Total Dust	10 mg/m ³ *
Respirable Fraction	3 mg/m ³ *

*OSHA and ACGIH have not established specific exposure limits for this material. The recommended exposure limits for these activated carbon products are base on the Threshold Limit Values adopted by ACGIH for Particulates (insoluble) Not Otherwise Classified. The OSHA PEL for Nuisance Dust is 15 mg/m³ (5 mg/m³ respirable fraction).

9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Point, C:	• NA	Freezing Point, C:	• NA
Bulk Density - Granular Grades	• 28-34 lbs/ft ³	% Volatiles	• NA
Bulk Density - Powder Grades	• 15-35 lbs/ft ³	Solubility in Water	• Insoluble
Vapor Pressure	• NA	Appearance and Odor	• Black granules or powder with no odor
Vapor Density	• NA		
Evaporation Rate	• NA		

NA - Not applicable

10. STABILITY AND REACTIVITY DATA

- Stability: • This product is stable under the specified conditions of storage, shipment and use.
- Incompatibility: • Contact with strong oxidizers such as ozone, liquid oxygen, chlorine, permanganate, etc. may result in rapid combustion. Avoid contact with strong acids.
- Hazardous Decomposition Products: • Oxides of Carbon
- Hazardous Polymerization: • Does not occur.

11. TOXICOLOGICAL INFORMATION

This material is non-toxic in its original state. Used activated carbon may exhibit characteristics of the adsorbed material.

12. ECOLOGICAL INFORMATION

This material, in its original state, is not harmful to the environment. Used activated carbon may exhibit characteristics of the adsorbed material.

13. DISPOSAL CONSIDERATIONS

Activated carbon, in its original state, is not a hazardous material or hazardous waste. Follow applicable governmental regulations for waste disposal.

Used activated carbon may become classified as a hazardous waste depending upon the application. Follow applicable regulations for disposal.

Disposal/ Recycling (reactivation) may be a viable alternative to disposal. Contact Prominent Systems for information.

14. TRANSPORT INFORMATION

DOT (Department of Transportation)

Proper Shipping Name:	• Activated carbon (Not DOT Regulated).
Hazard Class:	• Not applicable.
UN/NA Number:	• Not applicable.
Packing Group:	• Not applicable.
Freight Classification:	• STCC Code - #2899643 NMFC #040560

15. REGULATORY INFORMATION

FEDERAL REGULATIONS:

OSHA Hazard Communication
Standard, 29CFR1910.1200:

CERCLA/SUPERFUND, 40CFR117, 302:

SARA/SUPERFUND:

- See "Particulates not otherwise regulated," in Table Z-1, of 29CFR1910.1000, "Limits For Air Contaminates".
- Notification of spills of this material is not required.
- Amendments and Reauthorization Act of 1986 (Title III), Sections 302, and 313:.
- SECTION 302 - EXTREMELY HAZARDOUS SUBSTANCES (40CFR355): This product is not listed as an extremely hazardous substance.
- SECTION 313 - LIST OF TOXIC CHEMICALS: This product is not listed.
- Activated carbon is on the inventory list.
- This product, in its original state, does not meet the criteria of hazardous waste.

Toxic Substances Control Act, 40CFR710:

Resource Conservation and Recovery Act:

STATE REGULATIONS:

California Occupational Safety and Health:

Massachusetts Substance List:

New Jersey Right-to-Know:

Pennsylvania Right-to-Know:

- Not listed.
- Not listed.
- Not listed.
- Not listed.

16. OTHER INFORMATION

Activated carbon can be safely stored in any normal storage area, but away from sources of direct heat.

WARNING: Activated carbon (especially when wet) can deplete oxygen from the air, and dangerously low levels of oxygen may result. When workers enter a vessel containing activated carbon, procedures for potentially low oxygen areas should be followed.

REVISION SUMMARY:

REV 01: New format

REV 02: Added powder product

REV 03: Minor format changes

REV 04: Product Specific Data

The information herein is given in good faith but no warranty, expressed or implied, is made.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

January 26, 2016

Prominent Systems, Inc.
Dan Indrasena
Sales Manager
8910 Lawndale Street Unit E.
Houston, TX 77012
dan@prominentinc.com

Dear Mr. Indrasena:

The City of Austin approved the execution of a contract with your company for Disposal and Replacement of Carbon Media in accordance with the referenced solicitation.

Responsible Department:	Austin Water
Department Contact Person:	Lydia Torres
Department Contact Email Address:	Lydia.torres@austintexas.gov
Department Contact Telephone:	512-972-0329
Project Name:	Disposal and Replacement of Carbon Media
Contractor Name:	Prominent Systems, Inc.
Contract Number:	MA 2200 GA160000026
Contract Period:	1/26/2016-1/25/2020
Dollar Amount	\$152,504
Extension Options:	2 x 12 month extension options (\$38,126 per extension)
Requisition Number:	RQM 15122200167
Solicitation Type & Number:	IFB STA1174

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia L. Billela
Buyer II
City of Austin
Purchasing Office

cc: Lydia Torres
Andy Ramirez

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND**

Prominent Systems, Inc ("Contractor")

for

**Disposal and Replacement of Carbon Media for Hornsby Bend Wastewater Treatment Plant
GA160000026**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between **Prominent Systems, Inc** having offices at 8910 Lawndale Street, Unit E, Houston, TX 77012 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number STA1174.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), STA1174 including all documents incorporated by reference

1.1.3 **Prominent Systems, Inc** Offer, dated December 30, 2015, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of forty-eight (48) months and may be extended thereafter for up to two (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$152,504.00 for the initial Contract term and \$38,126.00 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 Clarifications and Additional Agreements. The following are incorporated into the Contract.

1.6.1 N/A


This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CITY OF AUSTIN

Irene Sanchez-Rocha

Printed Name of Authorized Person



Signature

Senior Buyer

Title

1/26/2016

Date:



ORIGINAL

CITY OF AUSTIN, TEXAS

Purchasing Office INVITATION FOR BID (IFB) OFFER SHEET

SOLICITATION NO: STA1174

DATE ISSUED: December 7, 2015

REQUISITION NO.: 2200 15102700067

COMMODITY CODE: 88508

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Stephen T. Aden, Sr.
Corporate Purchasing Manager

Phone: (512) 972-0047

E-Mail: steve.aden@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Disposal and
Replacement of Carbon Media for Hornsby Bend Wastewater
Treatment Plant

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: 2:00 PM; January 5, 2016

BID OPENING TIME AND DATE: 2:15 PM; January 5, 2016

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL, 2 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SPECIFICATION (AW-181)	6
ATT	ATTACHMENTS A – E	25
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Prominent Systems, Inc

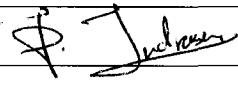
Company Address: 8910 Lawndale Street, Unit E

City, State, Zip: Houston, TX 77012

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Dan Indrasena

Title: Sales Manager

Signature of Officer or Authorized Representative: 

Date: December 30, 2015

Email Address: dan@prominentinc.com

Phone Number: 424-245-9099

*** Completed Bid Sheet, section 0600 must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB NO. STA1174**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 3:00 PM, Monday, December 28, 2015.

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will **NOT** be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB NO. STA1174**

- (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 48-months and may be extended thereafter for up to two (2) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
IFB NO. STA1174**

6. DELIVERY REQUIREMENTS:

Location:	Days: Monday – Friday
Hornsby Bend Wastewater	8:00 AM – 2:30 PM
Treatment Plant	
2210 S. FM 973	
Austin, TX 78725	

- A. Delivery is to be made within 14-calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Water
Attn:	Accounts Payable
Address	625 E. 10 th Street, STE 500
City, State Zip Code	Austin, TX 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

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IFB NO. STA1174**

- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. LIVING WAGES (applicable to procurements involving the use of labor):

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.03 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.03 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

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- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

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- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
 - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
 - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
12. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)
- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
 - B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767
13. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12-months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
 - B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
 - C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
 - D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

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- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: Base Price	
Database Name: Producer Price Index Industry Data	
Series ID: PCU335991335991P	
<input type="checkbox"/> Not Seasonally Adjusted	<input checked="" type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Carbon and graphite product mfg.	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Cost Proposal	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

14. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

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15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Lydia Torres, Sr. Contract Compliance Specialist

PHONE: 512/972-0329

E-MAIL: Lydia.torres@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR

DISPOSAL AND REPLACEMENT OF CARBON MEDIA

1.0 SCOPE AND CLASSIFICATION

1.1 Scope

This specification establishes minimum requirements for a supply and service agreement for the replacement of the activated carbon scrubber media in the City of Austin Water (AW) Unison Scrubber System. Sections include: Scope and Classification, Applicable Specifications, Contractor Requirements, Other Requirements, Delivery Requirements, Invoicing, and Security.

1.2 Classification

Service will be provided to the Hornsby Bend Biosolids Treatment Plant (Hornsby), 2210 South FM 973, Del Valle, Texas 78725. The work performed shall consist of the removal and disposal of the spent carbon media from 2 vessels and the replacement with new carbon media.

2.0 APPLICABLE SPECIFICATIONS

- 2.1 The Contractor shall be responsible for complying with federal, EPA, state, and local guidelines, policies, ordinances and laws.
- 2.2 The Contractor shall dispose of the spent carbon media in accordance with the Texas Department of Transportation regulatory requirements of a licensed transporter under a manifest or Bill of Lading provided by AW (Attachment E). Any equivalent document shall be approved by the City *prior* to award of the contract.

3.0 CONTRACTOR REQUIREMENTS

- 3.1 This contract shall be for the disposal and replacement of carbon media in 2 vessels on an annual basis (approximately 22,000 pounds total).
- 3.2 Due to the need and condition of the carbon currently in the vessels, the Contractor shall contact the Plant Supervisor and schedule the service within 30 business days after award of the contract. This means that the new carbon media, the removal of the spent carbon media and the replacement of the new carbon media into 2 of the vessels shall be completed within 60 business days after notification of award of this contract.

3.3 The following contract period (next 12-month period) will be requested and scheduled by the Plant Supervisor. The Contractor shall alternate in servicing a total of 4 vessels; 2 per contract period. During the following contract period, the Contractor shall remove the spent carbon media from the next 2 vessels and replace with new carbon media. This process shall continue throughout the entire contract. The Contractor shall be responsible for maintaining written/documented records of which 2 vessels are serviced during each contract period.

3.4 The Scrubber System is currently composed of 4 vessels containing approximately 44,000 total pounds of activated carbon media for Siloxane removal. The gas flows through these vessels 24 hours a day 365 days a year. The maximum gas flow through each pair of vessels is 450 scfm (standard cubic feet per minute). This System scrubs the biogas prior to entering the co-generation equipment. The media has the primary function of removing Siloxane from the biogas.

3.4.1 Attachment B includes:

- The design parameters used in the original specification;
- Quarterly analysis of the raw biogas;
- The drawings of the system;
- A section from the O&M manual on the process to replace the media; and,
- An overview of the Scrubber System.

3.5 The Contractor shall provide new replacement of carbon media which must work with the existing Scrubber System and remove the Siloxane from the biogas. The existing carbon media used is **Unison Solutions UNI-CL4X**. The MSDS and product data sheet are provided in Attachment A. The City has pre-approved the use of:

- Unison UNI-CL4X,
- Calgon Carbon AP4-60,
- Evoqua Carbon Vocab P-60 and
- General Carbon GC-C40.

3.6 If a Contractor is proposing any carbon media other than the ones identified in these specifications, it must be pre-approved **prior to the bid's submittal deadline. The proposed carbon must be submitted a minimum of 5 business days before bids are due (deadline).** The Contractor shall **include with their bid submittal** of an alternate proposed carbon (other than identified) the following:

- Product Data Sheet – The Contractor shall provide a chart showing the Pressure Drop – Bed Depth v. Superficial Velocity. The City requires that

the maximum pressure drop at 40 feet per minute superficial velocity be 1.5 inches water/foot of bed depth.

- Safety Data Sheet

3.7 Any carbon identified with the winning bid/contract cannot be substituted during the course of this entire contract without the Contact Person's written approval.

3.7.1 The carbon media shall have the following characteristics:

- Pelletized – 4 mm pellet (less than 5% by weight to be less than 3.35 mm)
- Carbon Tetrachloride number – Minimum of 60%
- Hardness – minimum of 87
- Moisture – 5% maximum
- Apparent Density - 0.50 g/cc plus or minus .03 g/cc

4.0 OTHER REQUIREMENTS

4.1 The Contractor shall include in their bid price, costs to include the following:

- transportation and unloading of the new carbon media,
- cost of the new media,
- transportation to/from the site,
- vacuum truck removal of spent carbon media and placement into vacuum boxes,
- loading of new media and transportation and,
- disposal of spent carbon media.

4.2 After installation is complete, City staff will confirm the seals are tight with an air monitor. If a leak is detected the Contractor shall tighten/re-torque bolts on flanges, man-way and any disturbed opening.

4.3 *Primary preference* and consideration will be given to the Contractors submitting a bid for the disposal of carbon media to a *reclamations facility*. Secondary consideration will be given if no Contractors identify a reclamation facility. The Contractor shall **include with their bid submittal** the following information:

OPTION 1: RECLAMATIONS FACILITY

- Name and contact information of the reclamations facility;
- All associated costs for transportation and reclamation of disposal of carbon media as a non-hazardous waste which shall be recycled for reuse;

AND/OR

OPTION 2: LANDFILL

- Name and contact information of the landfill facility;
- All associated costs for transportation and landfill disposal of carbon media as a special waste in a permitted Texas landfill.

4.4 Note: the City *will not* pay any additional fees for either option beyond what is identified on the Bid Sheet. Exception: Any landfill required testing will be at the City's expense.

4.5 A TCLP (toxicity characteristic leaching procedure) representative of organics and total volatiles including Siloxanes was conducted on the carbon media that is replaced. The analytical results shall be provided in Attachment C.

5.0 DELIVERY REQUIREMENTS

5.1 Upon receiving an order request from the Plant, the Contractor shall fax to the Plant supervisor a Chemical Delivery Notice form (Attachment D) a minimum 48 hours prior to delivery. The Contractor shall provide on every delivery, the following:

- Safety Data Sheet
- Chemical Delivery Notice
- Picture driver's license
- Bill of Lading
- Certified analysis from an independent lab stating the carbon media complies with these specifications.

5.2 The Contractor shall make deliveries Monday through Friday (except City of Austin observed holidays) during business hours of 8:00 a.m. and 2:30 p.m. CST. If the Contractor makes a delivery on any day other than the scheduled delivery date, AW will not be charged demurrage for any delays encountered in unloading the truck.

5.3 If a truck arrives (for a delivery) on a Saturday, Sunday, holiday, or after 2:30 p.m. on a regular work day without the prior approval from the Plant Supervisor, AW will charge the Contractor any and all overtime and call back expenses for unloading. Otherwise, the Contractor can decide that the truck will not be unloaded until normal business hours.

5.4 The Contractor shall comply with the same hours and requirements as delivery when arriving to pick up of the spent carbon media. The Plant Supervisor shall be notified a minimum 48 hours prior to the pick up being made, and the pick-up shall be made during business hours. The AW will not provide any assistance nor equipment for the delivery or removal of the carbon media. The carbon media shall be picked up within 14 business days of the Contractor finishing the installation of the new carbon media.

5.5 Contact Person:

Agmed Weber Agmed.weber@austintexas.gov
Hornsby Bend Biosolids Treatment Plant
2210 South FM 973
Del Valle, TX 78725
Office – (512) 972-1973, FAX – (512) 972-1900

6.0 INVOICING

6.1 The Contractor shall submit an invoice within 5 business days after entire project completion and removal has been finalized. The invoice will be approved by the Plant Supervisor.

6.2 The invoice shall include, but is not limited to, the following:

- Contractor's name, address and phone number on a professionally pre-printed and sequentially numbered invoice
- City's contract number/purchase order number
- Location of delivery and/or pick-up
- Date of delivery and/or pick-up
- Signed Bill of Lading showing where the media was taken (provide landfill or reclamation facility information).
- Signed Chemical Delivery Notice Form for each visit.

7.0 SECURITY

7.1 Due to developments in national security, AW needs to know who is delivering to our plants and to ensure orders are accurate. Every delivery and/or pick up shall include the following:

- Safety Data Sheet
- Chemical Delivery Notice
- Picture driver's license
- Bill of Lading
- Certified analysis from an independent lab stating the carbon media complies with these specifications.

7.2 All person(s) and companies/contractors transporting HM (Hazardous Material) for the City of Austin Water Utility must comply with the Federal Motor Carrier Safety Regulations, specifically 49CFR part 383 which governs commercial driver license standards requirements and penalties.

Hazardous Material is defined under 49 CFR part 383.5 as:

Any material that has been designated as hazardous under 49 U.S.C. 5103 and is required to be placarded under subpart F of 49 CFR part 172 or any quantity of a material listed as a select agent or toxin in 42 CFR part 73.

ATTACHMENT A

UNISON SOLUTIONS, INC.

5451 Chavenelle Rd. Dubuque, IA 52002
Telephone (563) 585-0967 Fax (563) 585-0970

September 26, 2012

MATERIAL SAFETY DATA SHEET

EMERGENCY CONTACT: UNISON SOLUTIONS CAN BE REACHED AT 563-585-0967 BETWEEN 8 a.m. AND 5 p.m. CENTRAL STANDARD TIME, MONDAY THROUGH FRIDAY. OUTSIDE OF NORMAL BUSINESS HOURS OR ON HOLIDAYS CALL AND LEAVE A MESSAGE. FOR MEDICAL EMERGENCIES CONTACT A LOCAL MEDICAL EMERGENCY PROVIDER.

SECTION 1-IDENTIFICATION ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

CHEMICAL NAME : CARBON
CAS NUMBER : 7440-44-0 (CARBON)
COMMON NAME : ACTIVATED CARBON
TYPE : COAL BASE GRANULAR ACTIVATED CARBON
CHEMICAL FORMULA : C
PART NAME : UNI-CL3X, UNI-CC5V, UNI-CL1X, UNI-CL2X, UNI-CL3X, UNI-CL4X, UNI-CL1V,
UNI-CL2V, UNI-CL3V, UNI-CL4V, UNI-CL1E, UNI-CL2E, UNI-CL3E, UNI-CL4E, UNIT-
NL4X, UNI-NL3X, UNI-GL4E

SECTION 2- HAZARDOUS INGREDIENTS ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

CHEMICAL	8 PEL (OSHA)	TLV (ACGIH)	OTHER
CARBON	100 N/A	N/A	N/A

CAUTION SHOULD BE TAKEN FOR A RESPIRABLE DUST.
THE ACGIH TWA FOR RESPIRABLE DUST IS 1.0mg/M³.
CARCINOGENIC PROPERTIES: NONE

SECTION 3- PHYSICAL DATA ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

DESCRIPTION: ODORLESS BLACK SOLID GRANULES.
VAPOR PRESSURE: N/A MELTING POINT: 6656 °F (3680 °C)
APPARENT DENSITY: 0.3 TO 0.6gm/cc BOILING POINT: 7592 °F (4200 °C)
SOLUBILITY: STABLE
EMPHASIZE PROTECTION AGAINST REPETITIVE OR LONG TERM EXPOSURE TO CARBON DUST INHALATION.

SECTION 4- FIRE AND EXPLOSION HAZARD DATA ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

FLASH POINT: N/A
EXTINGUISHING MEDIA: WATER, FOAM, CO₂, OR DRY CHEMICAL.
SPECIAL FIRE FIGHTING PRECAUTIONS: NONE

UNUSUAL FIRE AND EXPLOSION HAZARDS: CONTACT WITH STRONG OXIDIZERS MAY RESULT IN FIRE.

UNISON SOLUTIONS, INC.

SECTION 5-REACTIVITY DATA ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

STABILITY: STABLE

CONDITION TO AVOID: NONE

INCOMPATIBILITY: AVOID CONTACT WITH STRONG OXIDIZERS.

HAZARDOUS DECOMPOSITION PRODUCT: CARBON MONOXIDE MAY BE FORMED IN THE EVENT OF A FIRE.

SECTION 6-HEALTH DATA ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

ROUTE(S) OF ENTRY:

INGESTION: THIS PRODUCT IS NON-TOXIC THROUGH
INGESTION THE ACTIVE ORAL LD 50 (RAT) IS >10 gm/kg.

INHALATION: THE PHYSICAL NATURE OF THIS PRODUCT
MAY IRRITATE THE RESPIRATORY SYSTEM.
THE ACUTE LC5 (RAT) IS>64.4 mg/L (NOMINAL CONCENTRATION)

DERMAL EXPOSURE: THIS MATERIAL IS NON-TOXIC THROUGH SKIN ABSORPTION.

ACTIVATED CARBON IS NOT A PRIMARY SKIN IRRITANT.

NO SENSITIZATION EFFECTS ARE KNOWN.

EYE IRRITATION: THE PHYSICAL NATURE OF THIS PRODUCT MAY PRODUCE EYE IRRITATION.

FIRST AID: IN CASE OF EYE CONTACT FLUSH WITH WATER FOR AT LEAST 15
MINUTES.

OTHER: THE EFFECTS OF CHRONIC AND SUBCHRONIC EXPOSURE HAVE NOT
BEEN DETERMINED. SAFE HANDLING ON A LONG TERM BASIS
SHOULD EMPHASIZE PROTECTION AGAINST REPETITIVE OR LONG
TERM EXPOSURE TO CARBON DUST INHALATION.

SECTION 7-SPILL OR LEAK PROCEDURE ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

IF THE MATERIAL IS RELEASED OR SPILLED: UNUSED PRODUCT SHOULD BE SWEEPED UP AND DISCARD OR
REPACKAGED.

WASTE DISPOSAL METHOD:

UNUSED CARBON MAY BE DISPOSED OF BY ANY APPROPRIATE MEANS. USED PRODUCTS MAY CONTAIN
HAZARDOUS CHEMICALS OR EXHIBIT HAZARDOUS PROPERTIES THAT MAY HAVE TO BE EXAMINED TO
DETERMINE APPROPRIATE DISPOSAL METHOD. THIS PRODUCT MUST BE DISPOSED OF IN ACCORDANCE
WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.

UNISON SOLUTIONS, INC.

SECTION 8- HANDLING AND STORAGE ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

EYE PROTECTION: SAFETY GLASSES OR GOGGLES RECOMMENDED.

PROTECTIVE GLOVES: RECOMMENDED.

OTHER PROTECTIVE CLOTHING: NONE REQUIRED.

RESPIRATORY PROTECTION: A HIGH EFFICIENCY PARTICULATE FILTER IS
RECOMMENDED WHENEVER EXCESSIVE DUST
MAY BE GENERATED.

VENTILATION: LOCAL EXHAUST IS RECOMMENDED SUFFICIENT TO CONTROL
DUST.

WORK/HYGIENIC: WASH THOROUGHLY AFTER HANDLING.

SECTION 9 - TRANSPORTATION DATA ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

PROPER SHIPPING (Article) NAME: STEAM ACTIVATED CARBON, NON-REGULATED OR CARBON,
ACTIVATED, NON-REGULATED

DOT CLASSIFICATION: NMFC 40560 / DOT MARKING: N/A / DOT PLACARD: N/A

SECTION 10 – DANGEROUS GOODS REGULATION ★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★★

ACTIVATED CARBON IS NOT CLASSIFIED AS DANGEROUS GOODS AS PER UN NO 1362, CLASS OR
DIVISION 4.2, PACKING GROUP III, SPECIAL PROVISIONS 925.

SPECIAL PROVISION 925: THE PROVISIONS FOR THIS CODE DOES NOT APPLY TO:

A CONSIGNMENT OF CARBON IF IT PASSES THE TEST FOR SELF HEATING SUBSTANCES AS REFLECTED IN
THE UN MANUAL OF TEST AND CRITERIA (SEE SEC. 33.3.1.3.3) AND IS ACCOMPANIED BY A CERTIFICATE
FROM LABORATORY ACCREDITED BY THE COMPETENT AUTHORITY, STATING THAT THE PRODUCT TO BE
LAOED HAS BEEN CORRECTLY SAMPLED BY TRAINED STAFF FROM THAT LABORATORY AND THAT THE
SAMPLE WAS CORRECTLY TETED AND HAS PASSED THE TEST. EMPLOYERS SHOULD USE THIS
INFORMATION ONLY AS SUPPLEMENT TO OTHER INFORMATION GATHERED BY THEM AND SHOULD
MAKE INDEPENDENT JUDGEMENT OF SUITABILITY OF THIS INFORMATION TO ENSURE PROPER USE AND
PORTET THE HEALTH AND SAFETY OF THEIR EMPLOYEES. THIS INFORMATION IS FURNISHED WITHOUT A
WARRANTY AND ANY USE OF THE PRODUCT NOT IN CONFORMANCE WITH THIS MATERIAL SAFETY
DATA SHEET OR IN COMBINATION WITH ANY OTHER PRODUCT OR PROCESS IS THE RESPONSIBILITY OF
THE USER.

UNISON SOLUTIONS, INC.

EMERGENCY ACCIDENT PRECAUTIONS AND PROCEDURES: ★★★★★★★★★★★★★★★★★★

CONTACT: UNISON SOLUTIONS, INC
PHONE: 563-585-0967

PRECAUTIONS TO BE TAKEN IN TRANSPORTATION: N/A★★★★★★★★★★★★★★★★★

OTHER CAUTION: WET ACTIVATED CARBON REMOVES OXYGEN FROM THE AIR CAUSING A SEVERE HAZARD TO WORKERS IN REQUIRED SPACE. SAMPLING AND WORK PROCEDURES FOR LOW OXYGEN LEVELS SHOULD BE TAKEN WHENEVER WORKERS MAY BE ENTERING CARBON VESSELS ENCLOSED OR CONFINED SPACE. ALL FEDERAL STATE AND LOCAL REGULATIONS SHOULD BE OBSERVED.



Specification Sheet

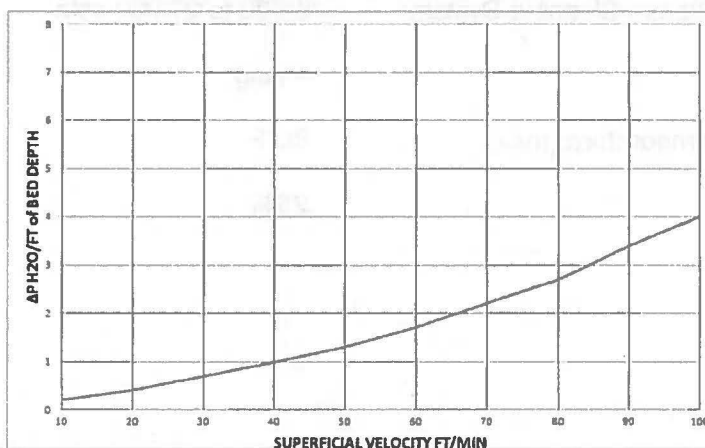
Siloxane Removal Media

Product Description:

UNI-CL4X is a highly active Granular Activated Carbon that has been pelletized to minimize residual ash. It provides high surface area, fine pore structure, high density and superior hardness with reduced pressure drop as shown below.



PRESSURE DROP



TYPICAL PHYSICAL PROPERTIES/SPECIFICATIONS

Total surface area (BET), m ² /gm	950—1,100
Density, lb/ft ³	31-33
Hardness, Min. (ASTM D-3802)	98.5
Apparent Density (ASTM D-2854), g/cc	0.50-0.52
Standard packaging	55 lb bag 1,100 lb Supersack

This information is offered solely for consideration. It has been gathered from reference materials and/or test procedures and is believed to be true and accurate. None of this information shall constitute a warranty or representation, expressed or implied for which Unison Solutions assumes legal responsibility. This information does not assume suitability for any particular use either alone or in combination with other goods or processes.

Unison Solutions, Inc. ■ 5451 Chavenelle Road ■ Dubuque, IA 52002 ■ 563-585-0967
www.unisonsolutions.com

10.15kmt

ATTACHMENT B

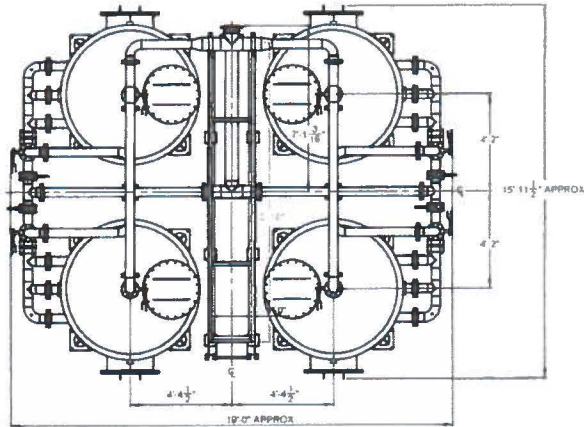
System configuration: 4 vessel activated carbon for siloxane removal
Quantity of Media Required: 44,000 lbs over 4 vessels

Digester gas being handled is approximately 67% methane, 29% CO₂, and 4% other gases.

Hydrogen sulfide:	<10 ppm
Siloxanes :	D4-23,000 ug/m ³ D5-46,000 ug/m ³ D6 - not detected (nd) Hexamethyldisiloxane - nd Octamethyltrisiloxane- nd
Average Biogas Consumption:	14,000 scfh
Capacity of Biogas Cleaning System:	6,600 to 27,000 scfh
Pressure:	4 psig
Discharge Temperature (max):	80°F
Moisture:	25%

[illegible]

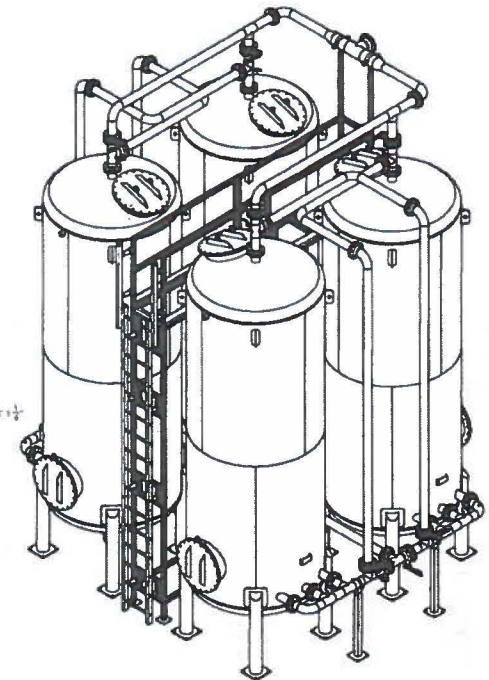
TOP VIEW



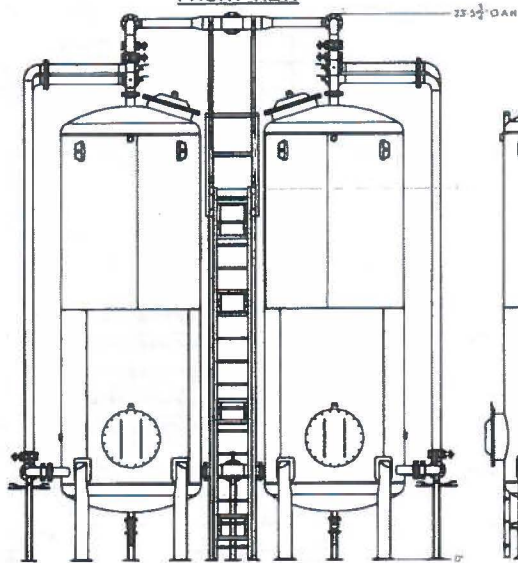
NOTES

- 1 ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE
- 2 PIPING, EQUIPMENT STANDS, & CONDUIT, NOT SHOWN TO IMPROVE CLARITY
- 3 PIPING WILL COME DISASSEMBLED ASSEMBLY BY OTHERS IN THE FIELD
- 4 VESSELS & PIPING WILL BE 316SS
- 5 FASTENERS WILL BE 316SS HEAVY HEX
- 6 PLATFORM WILL BE SATIN GRAY EPOXY/POLYURETHANE PINTED CARBON STEEL
- 7 LADDER WILL BE GALVANIZED STEEL
- 8 PIPE SUPPORTS PROVIDED
- 9 VESSELS WILL BE FREE STANDING NOT SKID MOUNTED
- 10 VESSEL SETTING & MOUNTING TO BE PROVIDED BY OTHERS
- 11 REFER TO DRAWING 6L-147-52 ANCHORING LOCATIONS

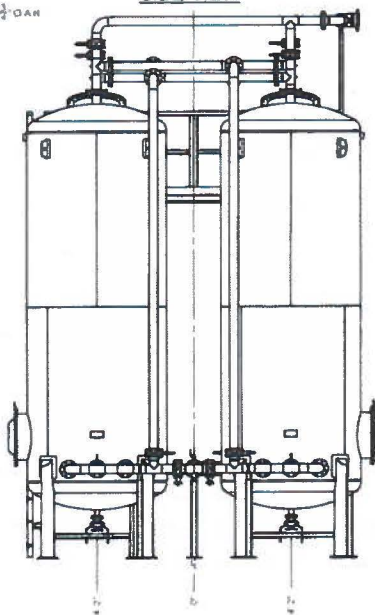
ISOMETRIC VIEW



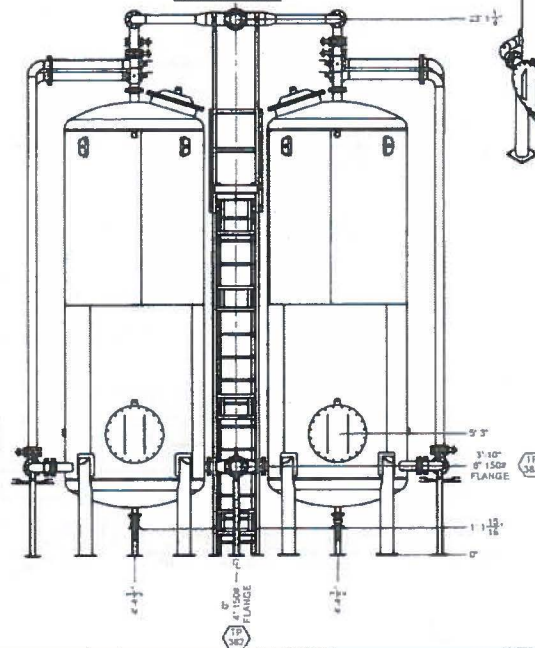
FRONT VIEW




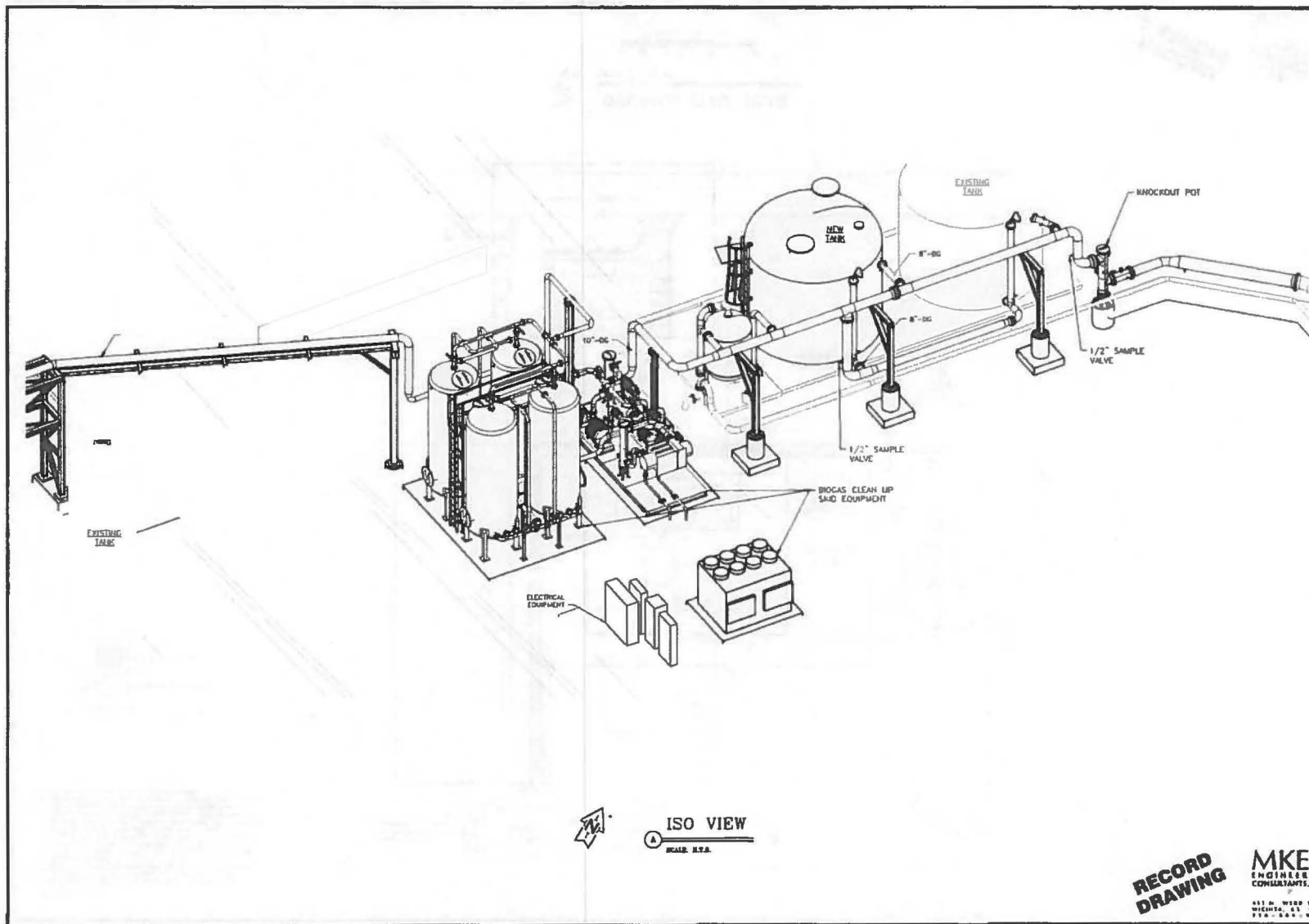
SIDE VIEW



BACK VIEW



 UNISON SOLUTIONS	Unison Solutions Inc. 5451 Chavennelle Road Dubuque, IA 52002 PHONE: 563-585-0887 FAX: 563-585-0878		
	PROPRIETARY AND CONFIDENTIAL DESIGN AND CONTENT OF THIS DRAWING REMAINS THE PROPERTY OF UNISON SOLUTIONS INC. THIS DRAWING MAY NOT BE DISTRIBUTED TO A THIRD PARTY WITHOUT THE CONSENT OF UNISON SOLUTIONS INC.		
PROJECT	147 - HORNBY BEND WWTP		
DESCRIPTION	FINAL SILOKANE ASSEMBLY		
DRAWN BY	SJG	DATE	7/10/2013
REVISION		DWG NO	8L-147-4-07



ISO VIEW
SCALE: N.T.S.

Prepared by:
Cherry Engineering
A Division of Cherry L.L.C., Inc.
1100 S. Mopac Expressway, Suite 100
Austin, Texas 78746
Tel: 512.452.1100

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Engineering, Inc.

Project No. 02-772/2012
Date: 02/17/2012

Hornby Bend Biosolids
Management Plant
Biogas Energy Project
City of Austin, Texas

Project No. 02-772/2012
Date: 02/17/2012

NO.	REVISION	DATE	BY	CHKD.	APP'D.
1	ISSUED FOR CONSTRUCTION	02/17/2012			

PROJECT NO. 02-772/2012

DESIGNED BY: JEM

DRAWN BY: J.P.

CHECKED BY:

DATE: SEPTEMBER 14, 2011

SCALE: 1/8" = 1'-0"

PROJECT NO. 02-772/2012

DATE: SEPTEMBER 14, 2011

**RECORD
DRAWING**

MKEC
ENGINEERING
CONSULTANTS, INC.

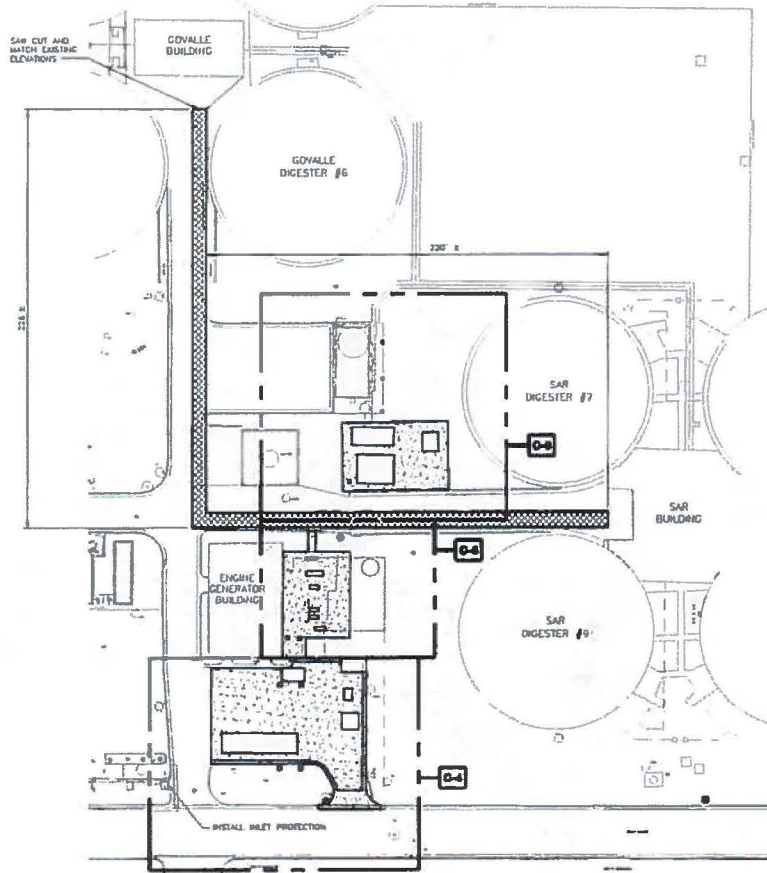
411 N. WOOD ROAD
WICHITA, KS 67260
TEL: 316-261-0000

PLAN NOTES

1. IN AREAS WHERE PAVEMENT IS TO BE REMOVED AND REPLACED, PROPOSED PAVING IS TO MATCH EXISTING ELEVATION. NEW PORTIONS ARE TO BE AN EXTENSION OF EXISTING SLOPES.
2. INSTALL ISOLATION JOINT AT ALL FOUNDATION & EXISTING CONCRETE SURFACE CONNECTIONS. SEE DETAIL SHEET C-5.
3. FILL DEPTH SAR CUT AGAINST ALL EDGES OF EXISTING PAVEMENT WHERE THE NEW ASPHALT WILL ABUT.
4. CONTRACTOR TO VERIFY EXISTING ELEVATIONS AT PROPOSED TIE-IN POINTS PRIOR TO COMMENCING CONSTRUCTION. NOTIFY ENGINEER IF ELEVATIONS DIFFER FROM PLANS.
5. CONTRACTOR TO SUBMIT CONCRETE PAVEMENT JOINT PLAN TO ENGINEER FOR REVIEW AND APPROVAL.

LEGEND

- CONCRETE PAVEMENT
- R & R PAVEMENT



OVERALL CIVIL PLAN

SCALE 1" = 50'-0"



**RECORD
DRAWING**

MKEC
ENGINEERING
CONSULTANTS, INC.
411 N. WESS ROAD
WICHITA, KS 67206
316.264.6000

Prepared by:
Checked by:
Reviewed by:
Approved by:
A member of CH2M HILL, Inc.
1000 North Meade Avenue, Suite 100
Wichita, KS 67206
Tel: 316.264.6000
Fax: 316.264.6001

The date that
this drawing was
originally
approved was
09/16/2011 by
C. J. [Signature]
Scale: 1" = 50'
Rev: 02/25/2012

**Hornaby Bend Biosolids
Management Plant
Biosolids Energy Project
City of Austin, Texas**



Small text block containing project details and revision information.

NO.	DESCRIPTION	DATE
1	ISSUED FOR CONSTRUCTION	09/16/2011

PROJECT NO: 00000000
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: SEPTEMBER 16, 2011

OVERALL
CIVIL
PLAN
C-3
SHEET 3 OF 7 TOTAL

SILOXANE MEDIA CHANGE OUT PROCEDURE

Required Materials:

- *Technical grade nitrogen cylinders
- *High flow regulator
- *New carbon media

Important Concepts:

- *When re-installing man-way cover(s), be certain the gasket is properly aligned and man-way bolts are tightened evenly to ensure there is no gas loss through the man-way of the vessel(s).
- *Care should be taken not to get media into the outlet piping when filling the vessel(s) with new media.
- *Fill level should be below outlet pipe and the top of the media bed should be leveled off.

Procedure:

1. Isolate the vessel(s) by closing the isolation valves (Refer to the System Manual Valve Listing in Section 1 of the O&M Manual).
2. Open vent valve on selected vessel(s) to purge the gas from the carbon media (Refer to the System Manual Valve Listing in Section 1 of the O&M Manual).
3. Remove the man-way cover lid located at the top of the selected vessel(s).
4. Vacuum out the spent carbon media.
5. Fill the vessel(s) with the new carbon media.
6. Re-install the man-way cover(s) and ensure the gaskets are properly aligned and not folded over or torn.
7. Connect a full cylinder of technical grade nitrogen to Nitrogen Fill Port of the selected vessel(s). Be sure to use a high flow regulator. (Unison recommends Harris 3500 series regulators)
8. Open the Nitrogen Fill Port valve of the selected vessel(s) (Refer to the System Manual Valve Listing in Section 1 of the O&M Manual).
9. Open the nitrogen cylinder valve and adjust the regulator flow control valve clockwise.

10. Continue to fill the vessel(s) until it is at 5 psi of nitrogen pressure. Large vessels will require several bottles of nitrogen to fill.
11. Close the nitrogen cylinder valve and adjust the regulator flow control all the way counter-clockwise.
12. Close the Nitrogen Fill Port valve of the selected vessel(s) (Refer to the System Manual Valve Listing in Section 1 of the O&M Manual).
13. Let the nitrogen stand in the vessel(s) for 5 minutes.
14. Open vent valve(s) to purge the nitrogen from the vessel(s) (Refer to the System Manual Valve Listing in Section 1 of the O&M Manual). (Refer to the System Manual Valve Listing in Section 1 of the O&M Manual).
15. Close the vent valve(s) opened for purging.
16. Repeat steps 7 through 13 two more times.
17. Unhook the nitrogen tank and regulator.
18. Return all isolations valves back to their normal operating position.
19. After 3-4 days of run time with the new media, check FLT 351, and clean out the filter element as needed.

-End of Siloxane Media Change Out Procedure-

Hornsby Bend WWTP

GENERAL

Overview

The Unison Solutions, model BGS-450-147-HS, gas conditioning system is designed to supply up to 450 scfm of clean, dry, digester gas, compressed to 4.0 psig. The system is comprised of several parts including:

- SulfaTreat H₂S removal system
- The gas blower skid which pressurizes the gas, removes moisture, and regulates discharge pressure and temperature
- Glycol chiller which supplies cold glycol for use by the gas conditioning system
- Activated carbon siloxane removal system
- System control panel which monitors and controls all the parameters in the gas conditioning system

The control panel is equipped with a Programmable Logic Controller (PLC) that receives data from transmitters, RTD's, and digital inputs. The PLC also protects the equipment during process interruptions. The control panel includes auxiliary terminals for a remote run command input, a customer fault input, and a customer end use run feedback input. Dry contact outputs are included for skid run status, skid warning status, skid fault status, and end use device run permissive status. An Ethernet connection is also available for connection to the facility SCADA system.

Process gas enters the inlet moisture knockout which is used to remove 99% > 20 μ liquid droplets and 98% > 5 μ particles from the incoming gas stream. The gas then travels through two H₂S removal vessels piped in parallel configuration, one of which is existing. After H₂S is removed, the gas travels through a blower inlet particulate/moisture scrubber which removes any carryover SulfaTreat media. Next, the gas stream will travel through a multistage centrifugal blower, where it is compressed to approximately 6 psig. One 100% redundant blower is provided and blowers will run in duty and standby mode. The compressed gas, which is now at a temperature of approximately 192°F, flows through a dual core heat exchanger (HX

Hornsby Bend WWTP

341). The liquid side of the heat exchanger is fed by a glycol chiller located remotely from the gas conditioning skid. Inside the heat exchanger, hot incoming gas is first pre-cooled by cold outgoing gas. The gas is then chilled to approximately 40°F by the glycol from the chiller. When the gas is at its coldest point, it exits the heat exchanger and goes through a water knockout. Moisture is separated from the gas stream and condensate is drained through a float drain. After the moisture is removed from the gas stream, the gas goes back through the first core of the heat exchanger and it is reheated by the hot entering the heat exchanger.

External to the heat exchanger, a cold gas bypass is fitted with a butterfly valve before joining back together with the main gas discharge pipe. The butterfly valve can be adjusted to achieve the desired reheat temperature (temperature of cold and hot gas mixed together) before entering the siloxane removal vessels. The design reheat temperature of 80°F will provide a final relative humidity of approximately 24% and a final dew point of 40°F.

After the gas discharges from the skid, it flows through four siloxane removal vessels. The vessels will be configured as two sets of vessels with lead/lag piping in parallel configuration. After exiting the siloxane removal vessels, the gas flows back to the gas blower skid to a final discharge filter to ensure that any carryover siloxane media/dust is removed. The filter is designed to remove 99.5% greater than 3 μ particles. The gas is then ready for delivery to the end use devices at a pressure of 4 psig and temperature of 80 °F with a relative humidity of approximately 24%.

ATTACHMENT C



UNITED STATES OF AMERICA

DEPARTMENT OF JUSTICE

OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D.C. 20530

UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D.C. 20530

OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D.C. 20530

ATTACHMENT D

AUSTIN WATER UTILITY

*****NOTICE OF CHEMICAL DELIVERY*****

CHEMICAL VENDOR NAME: _____

TRUCKING COMPANY NAME: _____

COMPANY CONTACT PHONE: _____ DATE OF THIS NOTICE: _____

TYPE OF CHEMICAL TO BE DELIVERED: _____

DELIVERY INFORMATION:

DESTINATION: _____ TIME DELIVERY LEFT COMPANY: _____

ESTIMATED ARRIVAL TIME: _____

TRUCK DESCRIPTION:

MAKE: _____ MODEL: _____ COLOR: _____

TRUCK (front) LICENSE PLATE #: _____ TANK SECURITY SEAL #: _____

TRUCK / TANKER #: _____ / _____

DRIVER & COMMERCIAL DRIVER'S LICENSE (CDL) INFORMATION:

DRIVER NAME (not necessary at this time) DRIVER CDL NUMBER & EXPIRATION DATE

DRIVER CONTACT PHONE CDL ENDORSEMENT ON LICENSE? YES NO
Circle One

CDL ENDORSEMENT CODE: H or X or N
Circle One

(This section for AWU use only)

Actual arrival time: _____ Is CDL endorsement code appropriate for this vehicle*? YES NO
Circle One

I have verified the information submitted on this form with actual conditions at delivery:

AWU Staff Signature: _____ Printed Name: _____

*Endorsement letters: N = Required for tanker vehicle

H = Required for transporting hazardous materials that require display of placards on truck/trailer

X = Combines N and H; Required for operating tanker vehicles carrying hazardous materials

This form should be retained and submitted with the related payment materials to AWU Accounts Payable.

NOTE: THIS FORM SHALL BE FAXED TO DELIVERY LOCATION SITE SUPERVISOR WHEN DRIVER HAS BEEN DISPATCHED FOR DELIVERY TO AUSTIN WATER UTILITY DELIVERY SITE. PLEASE CALL (512) 972-0310 WITH ANY QUESTIONS OR CONCERNS REGARDING THIS FORM.

[AWU REVISED 09/15/2013ss, Form 2013c]

ATTACHMENT E

**Bill of Lading**

BILL DATE: _____

Material Transferred To:

Consignee: Veolia Water N.A.
Destination:
Street:
City/State/Zip:

Material Transported By:

Carrier:
Origin: Hornsby Bend Bio Solids Treatment Plant
City/State/Zip: Austin, Tx 78725
D.O.T. No.:

Material Transferred From:

Name: Austin Water Utility
Facility: Hornsby Bend Bio Solids Treatment Plant
Address: 2210 South FM 973
City/State/Zip: Austin, TX 78725

MATERIAL	HAZ MAT	SHIPPING	INFO		Hazards
Not Regulated, Spent Carbon	No	N/A	N/A	N/A	N/A

Shipping Instructions:
Not Applicable

Persons in charge of vessels or facilities are required to notify the National Response Center (NRC) immediately, when there is a release of this designated hazardous substance, in an amount equal to or greater than its reportable quantity. The toll free number of the NRC is (800) 424-8802; In the Washington D.C. metropolitan area (202) 426-2675. The rule for determining when notification is required is stated in 40 CFR 302.4 (section IV. D.3.b).

Shipper:

Carrier:

Per:

Per:

Date:

BID SHEET
CITY OF AUSTIN
DISPOSAL AND REPLACEMENT OF CARBON MEDIA

AWU-181

BID NO. STA1174

RQM NO. 2200 15102700067

BID OPENING DATE AND TIME: 1/5/2016 @ 2:00 PM

BUYER: STEVE ADEN

Copies of Bid: Vendor must submit signed bid - ONE original and TWO copies and 1 electronic copy

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY / SERVICE	UNIT	UNIT PRICE	EXTENDED PRICE (QTY x UNIT PRICE)
1	Replacement of Media for 2 vessels	22,000	LBS	\$ 1.40 /lb	\$30,800.00
2	Media Change-Out Services, as per specifications	1	LOT	\$7,326.00	\$7,326.00
	Unison Solutions UNI-CL4X or Buyer Approved Equal Manufacturer: Prominent Systems (PSP460)				
3	Costs associated for the reclamation of the spent carbon at a Reclamation Facility	1	LOT	\$0.00	\$0.00
	NAME OF RECLAMATION FACILITY: California Carbon Facility				
	COMPLETE ADDRESS: 2825 E. Grant Street, Wilmington, CA 90744				
	CONTACT PERSON: Richard Lu				
	PHONE # (562) 436-1962				
4	Costs associated for the disposal of the spent carbon at a Landfill	1	LOT	\$	\$
	NAME OF LANDFILL:				
	COMPLETE ADDRESS:				
	CONTACT PERSON:				
	PHONE # ()				

BID SHEET CITY OF AUSTIN DISPOSAL AND REPLACEMENT OF CARBON MEDIA					
FOR INFORMATIONAL PURPOSES ONLY:					
5	Hotel	1	lot	NA	
6	Per Diem	1	lot	included	included item 2
7	Travel	1	lot	included	included item 2
8	Number of Employees:				

COMPANY NAME: Prominent Systems Inc
 SIGNATURE OF AUTHORIZED REPRESENTATIVE: *D. Indrasena*
 PRINTED NAME: Dan Indrasena
 EMAIL ADDRESS: dan@prominentinc.com
 PHONE NUMBER: 424-245-9099
 ACCOUNTS RECEIVABLE POINT OF CONTACT: NAME Dan Indrasena
 PHONE NUMBER: 424-245-9099

Section 0605 Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	NA	
Physical Address	Na	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S): No subcontractors. All services are performed by Prominent Systems personnel

Name of Local Firm	NA	
Physical Address	NA	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S): NA

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0815: Living Wages Contractor Certification

Company Name Prominent Systems, Inc

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.03 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.03 per hour.

Employee Name	Employee Job Title
Dan Indrasena	Sales Manager / Field Services
Padma Abeywickrama	Account Manager
Tanjung Siregar	Senior Field Tech
Troy Bungay	Field Tech

USE ADDITIONAL PAGES AS NECESSARY

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.03 per hour
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.

Section 0835: Non-Resident Bidder Provisions

Company Name Prominent Systems, Inc

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non- Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: Na Which State: California

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: NA

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: STA1174

PROJECT NAME: Disposal and Replacement of Carbon Media for Hornsby Bend Wastewater Treatment Plant

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes ☐ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

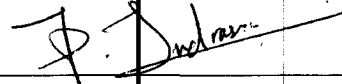
I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Prominent Systems, Inc

Company Name

Dan Indrasena / Sales Manager

Name and Title of Authorized Representative (Print or Type)



December 30, 2015

Signature

Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
(Please duplicate as needed)

SOLICITATION NUMBER:	STA1174
PROJECT NAME:	Disposal and Replacement of Carbon Media for Hornsby Bend Wastewater Treatment Plant

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Prominent Systems, Inc		
Address	8910 Lawndale Street, Unit E		
City, State Zip	Houston, TX 77012		
Phone Number	832-538-0922	Fax Number	832-553-2584
Name of Contact Person	Dan Indrasena		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Dan Indrasena / Sales Manager

Name and Title of Authorized Representative (Print or Type)

December 30, 2015

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant	NA		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

PSP460

Bituminous Coal Base Granular Activated Carbon

This activated carbon is made from a selected grade of bituminous coal. Pelletized activated carbon is mainly used in hydro-carbon vapor adsorption, odor control systems, and industrial air purification systems. Its surface area and high activity makes it effective in most vapor phase applications.

Carbon Type	PSP460
U.S. Sieve Size	4 mm U.S. MESH
CTC Activity	60 Min
Apparent Density (ASTM 2864)	0.50-0.52 g/cc
Specific Surface Area (N2 Bet Method)	950-1000 m²/gm
Moisture as packed	5% Max
Hardness (ASTM 3802)	98.5% Minimum
Iodine Number	950 mg/gm Minimum
Bulk Density	30-33 lb/ft³

Standard Packaging: 55 lb. & 28lb. Polypropylene bags, 200 lb. fiber drums and 1100 lb. super sacks are available.

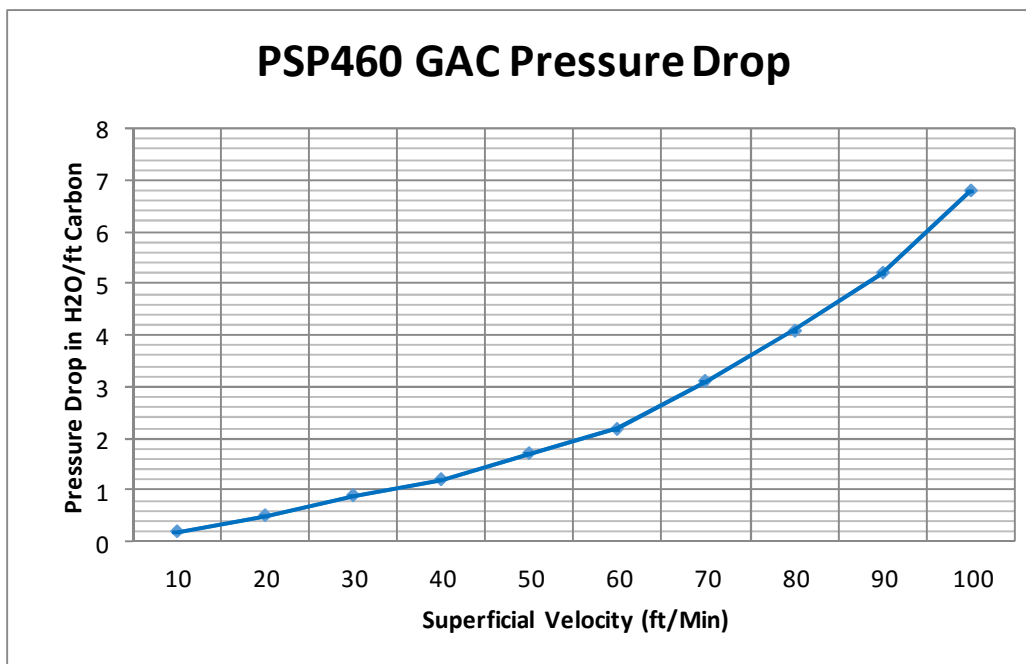
Safety Notice: Wet Activated Carbon depletes Oxygen and creates a severe safety hazard for people working in confined spaces such as inside filters.



PSP460

Bituminous Coal Base Granular Activated Carbon

GAC Pressure Drop Data



All information presented herein is believed reliable and in accordance with accepted engineering practices. Prominent Systems makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Prominent Systems assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products.



TO: Veronica Lara, Director
Department of Small and Minority Business Resources
FROM: Stephen T. Aden, Sr., Corporate Purchasing Manager
DATE: November 4, 2015
SUBJECT: Request for Determination of Goals for Solicitation No. STA1174

Project Name: Disposal and Replacement of Carbon Media for Hornsby
Bend Wastewater Treatment Plant
Commodity Code(s): 88508
Estimated Value: \$90,000 Annually

Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.

This is a 48-Month Contract with two 12-month extension options for the disposal and replacement of carbon media for Austin Water at Hornsby Bend Wastewater Treatment Plant. This was previously bid on STA1167 however, the contractors were disqualified as a result of their failure to attempt a good faith effort in sub-contracting. It has been determined from the previous solicitation that there may be sub-contracting opportunities in the area of disposal of the old carbon media. Below is a breakdown on the subcontracting.

88508	Activated Carbon	85%
9687156	Waste Disposal Non-Hazardous	15%

The Departmental Points of Contact are: Lydia Torres at Phone: 512-972-0329
Judy Musgrove at Phone: 512-972-0157

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-0047.

☐ Approved w/ Goals ☒ Approved, w/out Goals

Recommend the use of the following goals based on the below reasons:

- a. Goals: _____% MBE _____% WBE
- b. Subgoals _____% African American _____% Hispanic
- _____% Native/Asian American _____% WBE

This determination is based on the following reasons:

There is insufficient availability of MBES/HTEs to schools



Veronica Lara, Director

Date: 11-24-15

cc: Lorena Resendiz