

**AGREEMENT WITH TW ASSOCIATES INC. dba MISCOwater
FOR
TOTAL ORGANIC CARBON ANALYZERS
City of Glendale Solicitation No. IFB 22-21**

This Agreement for Total Organic Carbon Analyzers ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and TW Associates Inc. dba MISCOwater, a California Corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 20____.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 22-21 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.
- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any

disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$141,884.54, plus an additional 8.1% tax of \$11,492.65 making the total purchase cost \$153,337.19, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.**
- 8.1 **Requirements.** Contractor must obtain and maintain the following insurance ("Required Insurance"):
- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
- (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
- (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
- (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
- (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
- (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this

Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

TW Associates Inc. dba MISCOWater
c/o Stefen Oreshkov
4670 S. Ash Avenue #103
Tempe, AZ 85282

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Connie Schneider
5850 W. Glendale Avenue #317
Glendale, Arizona 85301
623-930-2868

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

14.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

14.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

14.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

15.1 Renewals. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. There are no automatic renewals of this Agreement.

Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension

15.2 provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the

ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:

<http://www.mesaaz.gov/business/purchasing/save>

18. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A Project

Exhibit B Compensation

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

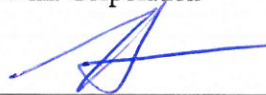
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney


TW Associates Inc. dba MISCOwater,
a California Corporation



By: RICHARD G. NANCE
Its: SR. PM

EXHIBIT A
TOTAL ORGANIC CARBON ANALYZERS
City of Glendale Solicitation No. IFB 22-21
PROJECT

On the following pages.

	SOLICITATION NUMBER: IFB 22-21/ 42200016 TOTAL ORGANIC CARBON ANALYZERS	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1. INTRODUCTION

The City of Glendale, Arizona (City) is requesting bids from qualified vendors for the purchase and installation of Total Organic Carbon (TOC) Analyzers for monitoring the water quality of raw and treated water at three water treatment facilities. The resulting Agreement shall provide for all materials in this contract. Unit pricing shall be firm include the cost of freight and all other associated direct or indirect costs, excluding taxes.

2. GENERAL SPECIFICATIONS

It is the intent of the City to purchase three (3) Total Organic Carbon (TOC) Analyzers. The TOC analyzers should include the analyzer, an auto-sampler, a compatible operating software program, and a desktop personal computer. The analyzer, auto-sampler, and operating software program shall be made by a single manufacturer and be compatible with each other. Installation, commission, and training services shall be included in the bid. The analyzer shall not rely on compressed gas to operate and shall be solely electrically powered.

A list of frequently used reagents and parts must be provided. Cost of reagents and parts for one year, based on four uses a week and 12 samples each use, and respective change-out frequency shall be included in the bid.

All equipment bids shall be new and the latest production model. Brochures and/or specification literature clearly describing the unit(s) and verifying that the unit(s) meet or exceed the requirements of this specification should accompany each bid proposal. Warranty and delivery information should be provided with the bid proposal. Bid must include comprehensive 12-month warranty after installation. During a standard warranty period or for any extended warranty no deductibles, upcharges, overtime, mileage, freight or charges for parts and service shall be charged to the City of Glendale pertaining to warranty repairs.


All equipment shall also meet the following specifications:

SPECIFICATIONS:

TOC Analyzer

Shall be portable and not rely on compressed gas to operate. Shall be suitable for analyses of potable water samples. Shall include integrated inorganic carbon remover, reagent containers, an accessory kit, and 12- month factory warranty.

Range: 4 ppb to 50 ppm
Precision: < 1% Relative
Standard Deviation
Accuracy: $\pm 2\%$ or ± 0.5 ppb,

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whichever is greater
 Calibration: Factory pre-calibrated
 Reaction Mechanism: Ultraviolet light and persulfate Detection
 Method: Membrane conductometric detection
 Sample Type: Autosampler and grab sample
 Sample Temperature: 5–95 °C (41–203 °F)
 Ambient Temperature: 5–40 °C (41–104 °F)
 Flow Rate: 0.5 mL/min;
 Auto-reagent feature
 Outputs: USB device port (1), USB host ports (3); Ethernet Display: 7" WVGA 800x480 pixel, Color LCD with touch-screen
 Power: 100 – 240 V~, 50 – 60 Hz, 100 VA
 Certifications: ETL, CE

Auto-Sampler

Shall be compatible with the analyzer. Shall include needle, needle tubing, probe guide, USB cables, and power cord. Capacity: 63 sample positions plus 6 standard positions
 Racks: 3 plus a standard rack
 Sample Vial Volume: 40 mL
 Power Supply: 100-240 VAC, 160 VA, 50-60 Hz
 Certifications: CE


Operating Software Program

Shall be compatible and integrated into the analyzer and auto-sampler with touch screen capabilities as mentioned in the analyzer specifications
 Shall be compatible with Microsoft Windows 10 computer operating systems
 Shall automatically generate CSV file once analysis sequency is completed

3. QUALIFICATION REQUIREMENTS

The Seller shall provide the following information for qualification with their Bid:

- A. Proof that the analyzer was manufactured by an established manufacturer of this type of instrument who has had at least 10 years' experience in successfully manufacturing this or similar type of instruments.
- B. Seller shall provide necessary technical support either in person or remotely to troubleshoot the instrument within 24 hours of notice.

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C. Seller shall provide at least three references

4. QUANTITIES

The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract

5. DELIVERY


All shipments must be securely packed. Seller shall use the best industry practice when packing the finished product for transportation to the plant. The sellers must protect the product from any damage during shipment. City personnel will inspect the shipment upon its arrival and may reject the shipment if it is found to be damaged.

All shipments will be accompanied by the following:

- a. Shipping Manifest/Bill of Lading
- b. User's Manuals and Installation Guides
- c. List of Spare Parts and Consumables
- d. Calibration Standards
- e. Certificate of Analysis
- f. Safety Data Sheet (SDS)
- g. Certificate of Compliance with USEPA Method 415.3 Installation shall be completed by the awarded contractor at the three water treatment facilities.

Delivery will be to the City's three water treatment plants:

- Oasis Water Campus
- Pyramid Peak Water Treatment Plant
- Cholla Water Treatment Plant

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6. OFFER SHEET (Must be printed, signed and returned)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

David Redman 11/1/21
 Authorized Signature Date

David Redman TW Associates LLC dba MISCOwater
 Printed Name (Authorized Signatory) Legal Company Name

Office Manager Offeror Certifies it is a (check only one):
 Job Title Proprietorship Partnership Corporation

soreshkov@miscowater.com 4670 S Ash Ave #103
 Email Address Mailing Address

480 415 7846 Tempe AZ 85282
 Phone Number City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Stefan Oreshkov 4804157846 soreshkov@miscowater.com
 Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 94-2317088

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number * Tax Rate: 8.1% OR No, not required to have an Arizona TPT License

* 07647718-M
CONFLICT OF INTEREST (SPECIAL NOTICES):


No, I do not have a conflict of interest

Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

ACKNOWLEDGEMENTS:

By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.

Exhibit 1 – Special Terms & Conditions Exhibit 2 – Special Instructions Exhibit 3 – Sample Agreement

	SOLICITATION NUMBER: IFB 22-21/ 42200016 TOTAL ORGANIC CARBON ANALYZERS	CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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7. BIDDING SCHEDULE

See the attached document Titled IFB 22-21 Bid Sheet - Bidders are requested to bid in a quantity of one (1) unless otherwise indicated. Bidders shall thoroughly complete the Price Sheet as requested. The Unit Price shall include, but is not limited to, shipping, labor, equipment, tools, materials, supplies, licenses, fees, insurance, profit, and any other associated direct or indirect costs. **Sales tax shall not be included in the Unit Price.**

Item	Description	Estimated Quantity	Unit Cost	Extended Cost	Manufacturer & Model Number
1	Total Organic Carbon Analyzer, Suez M5310 C Lab TOC Analyzer, ICR. Product # PRD 77120-01 or Acceptable Equivalent	3	\$28,201.00	\$84,603.00	PRD 77120-01
2	Auto-Sampler, Suez M-Series Auto-sampler. Product # PRD 77001-01 or Acceptable Equivalent	3	\$13,266.00	\$39,798.00	PRD 77001-01
3	Operating Software per attached Technical Specifications	3			
4	Installation, Start-up & Training Services	1	\$8100.00	\$8100.00	SER 77014-01
5	Annual Reagents & Replacement Parts (Include a justification & cost breakdown, approximately 60 samples per week, 52 weeks per year)	1	\$18,440.00	\$18,440.00	See Attached
TOTAL COST NOT TO EXCEED: (All costs must be included or your Bid will be disqualified)			\$150,941.00 \$		

On December 6, 2021, MISCOWater agreed to honor the 6% discount on their submitted pricing making the total purchase \$141,884.54 before the 8.1% tax is applied.

Recommended Spare parts per Analyzer

Description	Manufacturer part number	Annual Duration	Total for All three analyzers
Acid Reagent Cartridge	APF 90310-02	Change Every Six Months	6
Oxidizer Reagent Cartridge	APF 90300-02	Change Every Three Months	12
UV Lamp	ARK 35010-01	Change Every Six Months	6
Pump Heads	APK 77207-02	Change Annually	3
Resin Column	APK 77250-01	Change Annually	3

Water Technologies & Solutions

Sievers* M5310 C TOC Analyzers



ready for the resource revolution



Process Optimization and Regulation Compliance with Ease

Sievers* M5310 C Total Organic Carbon (TOC) Analyzers are designed specifically for the drinking water industry. Monitoring organic matter at drinking water treatment facilities can help plant operators understand changes in water quality and make informed decisions about treatment processes. Designed to minimize operator intervention, the M5310 C Analyzers offer cost-effective, reliable measurements—enabling process optimization and regulation compliance with ease.

we've got you covered

For both raw and finished water monitoring, the M5310 C promises peace of mind when measuring organics at treatment plants or within distribution systems. M5310 C Analyzers recover difficult-to-oxidize organic compounds, such as humic acid, and detect organics of all molecular weights and chemical structures, including complex aromatics.

The analyzers are compliant with Standard Methods 5310 C and US EPA 415.3 using UV persulfate oxidation with membrane conductivity detection. The innovative Membrane Conductometric Detection technology has proven to be an extremely reliable method for measuring TOC and delivers unmatched stability. Calibration is recommended for M5310 C Analyzers just once per year and can easily be conducted on-site. In addition, utilization of the analyzers supports compliance with Disinfectants and Disinfection Byproducts (DBP) Rules through automatic calculations of TOC % removal for influent and effluent streams or samples. TOC analysis at water treatment facilities is quick and easy with the M5310 C and can help optimize chemical dosing for coagulation, flocculation, and other processes, ultimately leading to cost savings and avoidance of costly repairs.

quick to set up, easy to use and maintain

- Pre-calibrated for simple installation —no warm up periods or high temperature operation
- No need for special training to set up, operate, or maintain
- Minimal maintenance — typically just a few hours per year
- Modular design for quick consumables replacement
- Online and portable models now with IP-45 and IP-21 enclosure ratings, respectively
- Self-contained with small footprint and internal reagent packs — no external chemicals, catalysts, or gas supplies required
- Easy data communications — export or collect data via USB, 4-20 mA, or Modbus TCP/IP outputs

Membrane Conductometric Detection technology delivers unmatched stability, preventing significant drift over time. The recommended calibration for M5310 C is just once per year and can easily be conducted on-site. In contrast, TOC Analyzers that use non-dispersive infrared (NDIR) detection may require weekly or even daily calibration.

optional accessories and configurations

- The Two-Stream Inlet configuration for the M5310 C On-Line Analyzer enables automatic sampling of influent and treated water with adjustable reagent flow rates for each stream. One stream can be dedicated to raw water and another to finished water for DBP Rule monitoring.
- A unique Integrated On-Line Sampling (iOS) system conveniently allows standards or grab samples to be introduced without removing the instrument from the continuous sample source or changing the sample inlet configuration.
- A Raw Water Sampler Kit is available in place of the iOS system to provide online handling of complex water matrices without the need for pre-filtration. The Raw Water Sampler improves ease of measurement of influent and effluent water streams when used with the two-stream inlet configuration and handles grab samples without changing sample inlet configuration or removing the instrument from the continuous sample source.
- The high-capacity Autosampler enables 24+ hours of unattended sample analysis (63 or 120 sample-position capacity) with either the M5310 C Portable or Laboratory Analyzers.
- DataPro2 software integrates the Autosampler with the M5310 C Laboratory and Portable Analyzers, providing timesaving features to maximize productivity and ensure easy TOC data management.

faster and smarter to optimize your water treatment process

- Compliant with USEPA Approved Analytical Method (SM 5310C and USEPA 415.3)
- Equipped with standard internal Inorganic Carbon Removal (ICR) module for improved accuracy when analyzing water high in inorganic carbon (IC)
- Autoreagent mode for automatic calculation and implementation of optimal reagent flow rates
- Easily integrated into current plant setup for continuous online measurements or grab mode sampling
- Broad analytical range from 4 ppb to 50 ppm
- Twice-as-fast as Sievers' last generation TOC Analyzers, now with two-minute TOC analysis
- Improved user-friendly, dashboard-style, touch-screen interface for simple operation and data review
- At-a-glance consumable status
- Streamlined, faster system protocols
- Informative error and alert messages for simplified troubleshooting
- Secure database structure for improved data searches and queries

Sievers Certified Plus

Protect your TOC analyzer investment with Certified Plus genuine products and expert services. From start up, preventative maintenance, and warranties to aftermarket consumables such as reagent packs, standards, and vials, Certified Plus ensures a reliable and accurate TOC measurement solution. For more information on how to order anything and everything you need to keep you up and running, please visit www.sieversinstruments.com

	Laboratory	Online	Portable
Autosampler/DataPro2	X		X
iOS		X	X
Pre-Filter Kits		X	X
Two-Stream Inlet		X	
Raw Water Sampler		X	X

toc standards

Sievers* Certified reference materials represent a comprehensive offering of ready-to-use TOC standards for calibration and verification. Our large-scale production capabilities provide substantial cost advantages over in-house preparation, and our expertise in preparing and storing standards allows us to guarantee the accuracy and extended shelf life of Sievers* Standards, even at low concentrations.

comprehensive technical support

As the world's leading manufacturer of TOC analyzers, we continuously strive to exceed expectations by providing superior technology, design, quality, and service. Our team provides ongoing phone and electronic technical support as well as onsite installation, maintenance, calibration, and training services.



system specifications

	M5310 C Laboratory Analyzer	M5310 C On-Line Analyzer	M5310 C Portable Analyzer
operating specifications			
Range		4 ppb to 50 ppm	
Precision		<1% RSD	
Accuracy		± 2% or ± 0.5 ppb, whichever is greater	
Sample Type	Autosampler or discrete grab sample and TOC removal grab	On-line continuous or discrete grab sample, on-line timed, TOC removal on-line, TOC removal grab	On-line continuous, Autosampler, or discrete grab sample, on-line timed, TOC removal grab
Display Readout		3 significant digits	
Calibration		Typically stable for 12 months	
Analysis Time		2 minutes	
Sample Temperature		5-60°C (41-140°F)	
Ambient Temperature		5-40°C [41-104°F]	
Sample Pressure	N/A		100 psig
On-Line Flow Rate	N/A		>50 mL/min (for on-line mode)
Instrument Sample Flow Rate		0.5 mL/min	
analyzer specifications			
Inlet(s)	N/A	One stream, or 2-stream inlet (option)	One stream
Outputs	USB device port (1), USB host ports (2), Modbus TCP/IP	4-20 mA outputs (3); alarm outputs (4); binary input (1); USB device port (1), USB host ports (2); Modbus TCP/IP	
Display	7" WVGA 800x480 pixel, Color LCD w/ touch-screen		
Power	100 – 240 V~, 50 – 60 Hz, 100 VA		
Fuses	Replace with same type and size fuse: T 1.6 A 250 VAC Fuse (Slow Blow), size 5 x 20 mm appliance inlet		
Dimensions	H: 42.2 cm (16.6 in.), W: 24.6 cm (9.7 in); D: 40.0 cm (15.8 in)	H: 54.9 cm (21.6 in); W: 45.0 cm (17.7 in); D: 26.5 cm (10.4 in)	H: 39.5 cm (15.4); W: 22.9 cm (9.0 in); D: 46.4 cm (18.3 in)
Weight	10 kg (22 lb)	16.2 kg (35.6 lb)	9.8 kg (21.6 lb)
Enclosure Rating	N/A	IP-45	IP-21
Safety Certifications		ETL, CE	
environment			
Maximum Relative Humidity		0 - 95%, non-condensing	
Maximum Altitude		3,000 m (9,800 ft)	
Pollution Degree		2	

(Mg) The UV lamp inside this product contains mercury and must be recycled or disposed of in accordance with local, state, and federal laws.

This information herein may be subject to change without notice and is provided for general guidance only. The dimensions and performance of systems, products and services may vary. Pictures are for example purposes and not to scale. All legal obligations are exclusively as set out in contractual documents. Nothing contained herein constitutes a representation, warranty or undertaking.



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Water Technologies & Solutions

Sievers* Autosampler, DataPro2*, and DataGuard* software

For use with Sievers M9 and M5310 C TOC Analyzers



ready for the resource revolution



Autosampler

The Sievers Autosampler is a highly automated, compact accessory for optimizing laboratory Total Organic Carbon (TOC) measurement. It was designed for minimal maintenance, maximum productivity, and enhanced ease of use. DataPro2 runs on a computer with the Windows® operating system and controls both the analyzer and the Autosampler.

When coupled with the Sievers M9 or M5310 C (Laboratory or Portable models only), the random access Autosampler offers both high sample capacity and fast analysis time for enhanced automation. Additionally, optional DataGuard software for the M9 Laboratory and Portable Analyzers provides full compliance support for 21 CFR Part 11 requirements for electronic records in pharmaceutical applications.

Expanded sampling capacity and efficiency

The high-capacity Autosampler enables 24+ hours of unattended sample analysis. Load up to sixty-three 40-mL or 60-mL vials, one hundred and twenty 17-mL vials, or 35-mL test tubes. For maximum flexibility, a dedicated emergency rack provides space for five 40-mL vials that can be accessed during protocol to measure high-purity samples.

Random access enhances flexibility

The Autosampler moves along three axes, making it possible to analyze samples in any sequence, regardless of vial position in the rack. This user-defined sampling provides maximum flexibility in defining and modifying sampling routines.

Compact, space-saving size

The Autosampler's slim 28.2 cm [11.1 in] profile requires minimal bench space. Even when paired with the analyzer (only 19.2 cm/7.6 in wide), the two units occupy just 0.24 m/2.6 ft.

DataPro2

DataPro2 M9 software features a host of time-saving features to maximize productivity and ensure easy TOC data management.

Ease of use

DataPro2 menus, editing options, and its user interface are designed for ease of use and increased productivity.

Visually enhanced

The vial configuration window maps the vial placement in the Autosampler for ease in implementing sample protocols. DataPro2 allows users to customize and configure screens and printouts.

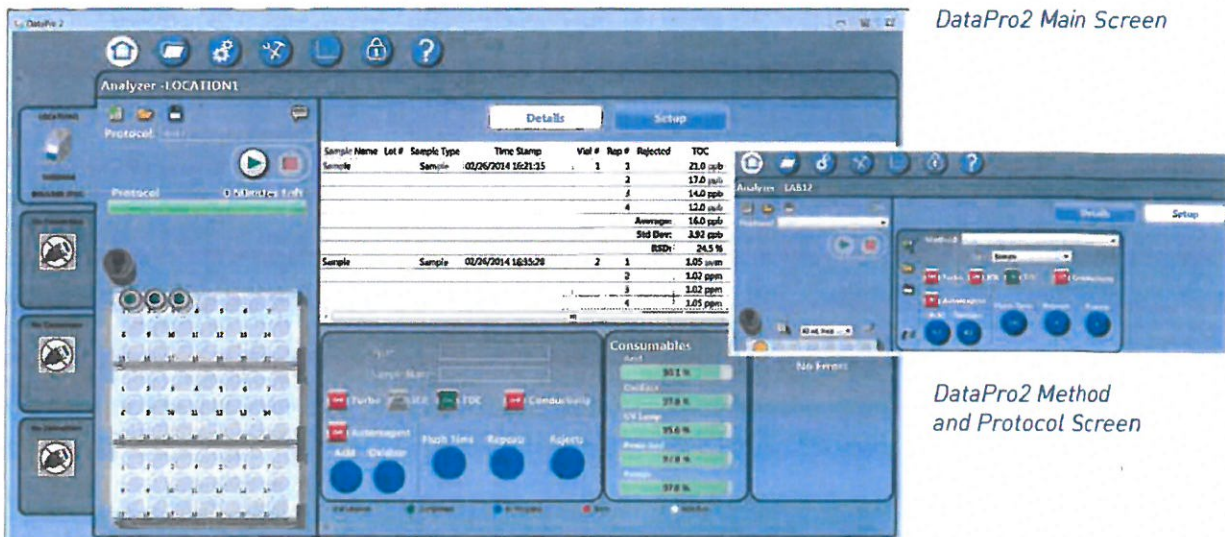
Windows compatible

DataPro2 is Windows compatible and data are securely stored in an SQL database structure. Other applications can be run during DataPro2 operation. DataPro2 is fully network compatible and supports remote file access via the secure SQL database structure.

Automated system protocols

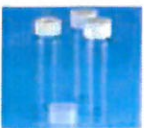
Analyzer calibration is fully automated through DataPro2 software. Select the desired calibration and the software initiates calibration standards analysis, manages data collection, and performs all necessary calculations. Calibration and other system protocols results are displayed in a summary screen for review. The user may choose to apply the new calibration and its constants will automatically upload to the analyzer.

DataPro2 M9 system protocols for Performance Qualification (PQ) activities, including individual protocols for accuracy, precision, linearity, specificity, robustness, and LOD/LOQ, are included with the





Rinse Station



Vials



Standards



Stirring Station

options & accessories

Dedicated rinse station

The optional rinse station and wash pump provide a flush of the sample inlet system with a flowing water source, maximizing analytical performance of sample sets with widely varying concentrations.

TOC vials and standards

Sievers Certified Reference Materials are available in 40-mL vials for the Sievers TOC Analyzer calibration and verification needs. To provide maximum flexibility in sample collection and analysis, sample vials and test tubes ranging from 17-mL to 60-mL are also available.

Stirring station

The patent-pending Stirring Station option uses a magnetic system to stir and mix the sample during the sampling process to create a homogeneous mixture for analysis. This innovative Stirring Station has no moving parts. The magnetic stir bars keep particles that would otherwise settle in the bottom of the vial suspended during the sampling process. The Stirring Station has a capacity of sixty-three 40-mL vials.

specifications

Capacity	Configuration options include a six-position 40-mL standards rack and: Sixty three (63) 40-mL or 60-mL vials, Sixty three (63) 40-mL vials with 3 Stirring Stations, or One hundred and twenty (120) 35-mL tubes or 17-mL vials
Power	60W(base model), 100-240VAC, 50-60Hz. No manual voltage adjustments are required. The power supply unit has the following approvals: CE and recognized cRU component for Canada and US.
Dimensions	H: 52.2 cm (20.5 in); W: 28.2 cm (11.1 in); D: 53.3 cm (21.0 in)
Weight	14.1 kg (31.1 lbs)
Safety	CE, ETL
Certifications	

recommended system requirements

System Component	Operating System	RAM	CPU	Available Hard Disk Space	Screen Resolution	Printer	USB to Serial Adapter	Printer (used with computer)	CD-ROM Drive
Recommended Requirements	Windows XP	1 GB	1 GHz	2 GB	1024 x 768	Optional	Optional to run program; required to connect to the Analyzer	Optional to run program; required to print protocols and results	Required for program installation
	Windows 7	2 GB	1 GHz	5 GB	1024 X 768	Optional			
	Windows 10	4 GB	1.4 GHz	10 GB	1024 X 768	Optional			

The UV lamp inside this product contains mercury and must be recycled or disposed of in accordance with local, state, and federal laws.

This information herein may be subject to change without notice and is provided for general guidance only. The dimensions and performance of systems, products and services may vary. Pictures are for example purposes and not to scale. All legal obligations are exclusively as set out in contractual documents. Nothing contained herein constitutes a representation, warranty or undertaking.



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EXHIBIT B
TOTAL ORGANIC CARBON ANALYZERS
City of Glendale Solicitation No. IFB 22-21

METHOD AND AMOUNT OF COMPENSATION

ALSO SEE BID SCHEDULE IN EXHIBIT A

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$153,377.19.

DETAILED PROJECT COMPENSATION

Item	Description	Estimated Quantity	Unit Cost	Extended Cost	Manufacturer & Model Number
1	Total Organic Carbon Analyzer, Suez M5310 C Lab TOC Analyzer, ICR. Product # PRD 77120-01 or Acceptable Equivalent	3	\$28,201.00	\$84,603.00	PRD 77120-01
2	Auto-Sampler, Suez M-Series Auto-sampler. Product # PRD 77001-01 or Acceptable Equivalent	3	\$13,266.00	\$39,798.00	PRD 77001-01
3	Operating Software per attached Technical Specifications	3	Included in the Analyzer Pricing		
4	Installation, Start-up & Training Services	1	\$8,100.00	\$8,100.00	SER 77014-01
5	Annual Reagents & Replacement Parts (Include a justification & cost breakdown, approximately 60 samples per week, 52 weeks per year)	1	\$18,440.00	\$18,440.00	See Attached
	TOTAL COST NOT TO EXCEED:				\$150,941.00
	DISCOUNT	6%			\$9,056.46
	TOTAL				\$141,884.54
	TAX	8%			\$11,492.65
	GRAND TOTAL				\$153,377.19