



Proposed By:	Bill To:	Ship To:	Order Form:	
MARS Company	City of Rochester Hills ("Customer")	City of Rochester Hills	Quote #:	011326ROCH
Attn: Jonathan Jethro	Attn: Andrea Quinn	Attn: Andrea Quinn	Proposal Date:	1/15/2026
E: <a href="mailto:jethro@marswater.com">jethro@marswater.com</a>	E: <a href="mailto:guinna@rochesterhills.org">guinna@rochesterhills.org</a>	E: <a href="mailto:guinna@rochesterhills.org">guinna@rochesterhills.org</a>	Proposal Expires:	2/14/2026
3925 SW 13th Street Ocala, Florida 34474	511 E. Auburn Rd Rochester Hills, MI 48307	511 E. Auburn Rd Rochester Hills, MI 48307	Total Price:	\$173,333
W: (352) 843-9014	W: (248) 841-2536	W: (248) 841-2536		

## ORDER FORM

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### Terms and Conditions

Term	Five (5) Year
Billing Method	Email
Contract Start Date	Effective Date <sup>(1)</sup>

Payment Method:	ACH
Initial Payment Terms	Net 30
Billing Frequency:	Annual
Renewal Payment Terms	In Advance

Note 1 - This Order Form shall commence on the date of final execution, "Effective Date," and shall be in force for the Term ("Term"). This Agreement shall become null and void if not fully executed and received by both parties before the Proposal Expiration date above.

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### Equipment, Software, and Services Schedules

#### I. Price Summary:

Please refer to Schedule 1 for details.

#### II. Equipment, Software, and Services List:

Equipment list: Schedule 2  
Software and Services List: Schedule 3  
Statement of Work: Schedule 4

#### III. Non-Standard Terms and Conditions

Please refer to Schedule 5 for details.

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### Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of products / services on this Order Form (Customer to Complete)

[  ] No

[  ] Yes – Please complete below

PO Number: \_\_\_\_\_

PO Amount: \_\_\_\_\_

For and on Behalf of City of Rochester Hills

Signature: \_\_\_\_\_

Name: Andrea Quinn

Title: Procurement Analyst

Date:

Upon signature by Customer and submission to MARS, this Order Form ("Order Form) shall become legally binding contract ("Contract") unless this Order Form is rejected by MARS for any of the following reasons: (1) the Customer signatory does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. This Order Form is governed by the terms of the MARS Warranty, General Terms, And Conditions, found at ([https://marswater.com/TC\\_0824](https://marswater.com/TC_0824)) and Mars Calibration Certification, General Conditions Of Service And Maintenance, found at ([http://marswater.co/MCC\\_0225](http://marswater.co/MCC_0225)) and these documents shall supersede and control any other written terms and conditions or verbal discussions unless MARS and Customer have a currently valid and fully executed agreement in writing, in which case, in the event of a conflict, such written agreement(s) would supersede and control. For the avoidance of doubt, the applicable agreement takes precedence over the Order Form unless set forth otherwise in writing in Schedule 5.

## Schedule 1 - Price Summary

### City of Rochester Hills Proposal

CY 2026 <sup>13</sup>			
	Qty	Model Number	Annual Fee <sup>10</sup>
			One-Time Fee <sup>9</sup>
Software			
	1	72-45201-26	\$59,259
	Sub-Total		\$59,259
Equipment Maintenance			
	1	81-00031-16	\$13,102
	Sub-Total		\$13,102
TAB Bundle			
	1	11-11111-11	Not Currently Eligible
	Sub-Total		
	Sub Grand Total		
	\$72,361		
	Grand Total		
	\$72,361		
5-Year Agreement			
	M3 Series 3-500 Tier I 5-Year Agreement Discount Amount <sup>3,17</sup>		(\$42,324)
	MARS Calibration Certification (MCC) - Annual		\$13,102
	M3 Enterprise Annual Software Maintenance & Support		\$16,935
	First Year Grand Total (Including Any Applicable Discounts) <sup>5,9,11,12</sup>		\$30,037
	First Year Total Discounts Included <sup>3</sup>		\$42,324
	First Year Discount % <sup>3</sup>		58%

#### Notes:

- 1- If MCC is purchased, MCC does not reflect Prevailing Wage labor rates except in CA, NJ, NY, and TX.
- 3- All Discounts and Bundle Eligibility are year to year and require customer to be actively engaged in respective discount category.
- 4- All M3 Upgrade and MCC must be coordinated with MARS and pricing is valid for 30 days from the date of this proposal.
- 5- MARS General Terms and Conditions apply to this proposal. All pricing is in US Dollars (USD).
- 6- If MCC is purchased, it includes quantity of 1 separate MCC visit(s) per 12 month period.
- 9- One-Time Fee includes T&E, Installation labor, and training.
- 10- Includes ONLY First Year of the Annual Software License Fee; all current M3 Software Licenses need to be 1) active and 2) all outstanding balances need to be current, if applicable.
- 11- The pricing does NOT include any compliance to seismic requirements, bonding fees, taxes, duties, or tariffs, if applicable.
- 12- Pricing does not include permits or other applicable fees. MARS Company is not responsible for permits.
- 13- The firm pricing above is valid for 30 days from the date of quotation. Budgetary pricing (subject to change) is valid for the calendar year beginning Jan. 1 and ending Dec 31 of the respective year.
- 14- Tiered Pricing Maximum Limit < 1000 meter tests in aggregate (sum of all benches) per 12 months.
- 15- Annual M3 Software License Type: On-premise Subscription Usage License.
- 16- M3 Software Multi-Year Subscription Renewal Discount: 1% discount on std annual subscription renewal with a 5-year contract; 2% discount when prepaid. M3 Multi-Year Subscription Renewal Discount: 1% discount on std annual subscription renewal with a 5-year contract; 2% discount when prepaid. A separate discount is available for MCC only, if a 5-year MCC contract is signed within 90 days of respective equipment acceptance, equal to an additional 1% discount on std annual subscription renewal; 1% discount when prepaid.
- 17- M3 Usage-based tiered pricing discounts are contingent upon signing a multi-year agreement.
- 18- The MARS T&C documents shall supersede and control any other written terms and conditions or verbal discussions unless MARS Company and you have a written agreement, in which case such written agreement(s) would supersede, govern and control.
- 19- MARS may, at its expense and sole discretion, modify the Equipment or Services to meet agreed specifications.

## Schedule 1 - Price Summary (Continued)

MULTI-YEAR OPTIONS

City of Rochester Hills Proposal



### STANDARD vs MULTI-YEAR DISCOUNTED PRICING - PAYMENT TERMS

M3 ENTERPRISE SOFTWARE											
Equipment	Contract Options	Multi-Year Contract Discount <sup>a</sup>		M3 - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year M3 Savings <sup>b</sup>	Compounded Savings % <sup>c</sup>
		Contract Discount <sup>a</sup>	5-Year M3 Savings % <sup>c</sup>								
(1) Series 3-500 & (1) Recirc System	M3, Tier I, 5-Year Agreement, Annual Pay	1%	\$ 16,935	\$ 17,613	\$ 18,318	\$ 19,051	\$ 19,814	\$ 91,731	\$ 118,798	56.43%	

MAINTENANCE CALIBRATION & CERTIFICATION (MCC)											
Equipment	Contract Options	Multi-Year Contract Discount <sup>a</sup>		MCC - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year MCC Savings <sup>b</sup>	Compounded Savings % <sup>c</sup>
		Contract Discount <sup>a</sup>	5-Year MCC Savings % <sup>c</sup>								
(1) Series 3-500 & (1) Recirc System	MCC, Priority, 5-Year Agreement, Annual Pay	1%	\$ 13,102	\$ 14,544	\$ 16,144	\$ 17,920	\$ 19,892	\$ 81,602	\$ 14,184	14.81%	

TOTAL COST											
Equipment	Contract Options	Multi-Year Contract Discount <sup>a</sup>		2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year Total Savings <sup>b</sup>	Compounded Savings % <sup>c</sup>
		Contract Discount <sup>a</sup>	5-Year Total Savings % <sup>c</sup>								
(1) Series 3-500 & (1) Recirc System	5-Year Agreement, Annual Pay	1%	\$ 30,037	\$ 32,157	\$ 34,462	\$ 36,971	\$ 39,706	\$ 173,333	\$ 132,982	43.41%	

Notes: 1- MCC does not reflect Prevailing Wage labor rates  
 2- Multi-year discounts are based on pre-payment in full of entire five year contract amount in advance.  
 3- All discounts are year to year and require customer to be actively engaged in respective discount category  
 4- All M3 Upgrade and MCC must be coordinated with MARS and pricing is valid for 30 days from the date of this proposal  
 5- MARS Warranty, General Terms and Conditions (the "Terms") apply to this proposal  
 6- Initial pricing is based upon a tiered, usage-based license agreement, actual price will vary in accordance with actual aggregate meter test bench usage over a 12-month period.  
 8- 5-Year Contract fee is calculated as follows: previous year fee times (One plus (respective Multi-Year Contract Discount percentage subtracted from the respective prevailing standard increase percentage)).  
 9- Compared to non contracted 1-year agreement amount.

Total Contract Price: \$173,333

## Schedule 2 - Equipment List

### Equipment List:

### Asset Warranty and Ownership:

Asset Warranty and Ownership			
Asset Description	Warranty Term	Annual Subscription	Ownership
Test Bench Equipment <sup>5</sup>			
Printer <sup>2</sup>	12 Months	NA	Customer <sup>1</sup>
Ipad <sup>3</sup>			
Cables & Misc Adapters			
M3 Server (HW & SW & OS)			
Test Bench Local PC			
Rugged Mobile Test Tablet/PC <sup>4</sup>	NA	Covered	MARS
Router <sup>3</sup>			

#### Notes:

1 - Ownership is conveyed per T&Cs

2 - Consumables including Ink, Paper, etc is Customer responsibility at all times

3 - Included only with optional Connectivity Module

4 - Included only with Mobile Test System

5 - Includes Test Bench hardware, Advanced Scale and Control System (Console and Unitronics Scale hardware)

## Schedule 3 - Software and Services List



M3 Enterprise Software & Test Bench Hardware Subscription 2026 Product Configuration		License <sup>1</sup> & Maintenance Fees
GRAND TOTAL ALL SYSTEMS	# of Systems =	1
	Grand Total After All Discounts \$	16,935

Medium Meter Test Bench System - Series 3-500		Tiered Pricing Limit < 1000 Meter Tests per 12 Months
<u>M3 Enterprise Software</u> <sup>3,5</sup>	Model Number(s): 72-45201-26	
➤ Core Software Application and Platform Architecture	\$	14,109
➤ Advanced Connectivity Module	\$	14,109
➤ Custom Test, Reporting, and Export Module	\$	14,109
➤ Advanced Scale & Control Module	\$	14,109
	Sub-Total	\$ 56,436
<u>M3 Enterprise Hardware</u>		
➤ Server & Database Software	\$	2,823
	Sub-Total	\$ 59,259
<b>Total License + Advanced Maintenance per System</b>	\$	59,259
<b>M3 Tier 1 5-Year Agreement Discount Amount</b>	\$	(42,324)
<b>Total (per System) After All Discounts</b>	\$	16,935
<b>Total Number of Systems =</b>	1	
		Annual
	<b>Grand Total Price</b>	\$ 16,935

### Notes

- 1- Software License Subscription billed annually in advance and (requires minimum 12 month term(s)) unless specified and agreed upon in writing.
- 2- Install pricing for TYPICAL configuration; Additional config & data migration services / hours billed separately.
- 3- Annual M3 Software subscription based upon Tiered usage pricing; and in accordance with MARS Warranty, Standard Terms and Conditions ('Terms').
- 4- Initial pricing is based upon a tiered, usage-based license agreement, actual price will vary in accordance with actual aggregate meter test bench usage over a 12-month period.
- 5- Software License and Maintenance Fees for One (1) Year.

**Legend**  
- **Bold Text** - Req'd for min. configuration  
- *Italics* - optional configuration

## Service Level: Priority

### Summary of MARS Calibration Certification<sup>1,2,4,5</sup>

Service Level				
	Basic	Priority	Critical	TAB
<b>Service Level Requirements</b>				
<b>System Type (Volumetric or Gravimetric)</b>	Vol	Grav	Grav	Grav
<b>Calibration and Certification</b>	Yes	Yes	Yes	Yes
<b>Limited Support only; excluded value-added service and PM</b>	Yes			
<b>Service &amp; Support Response Time - Important / Mission Critical</b>	Yes	Yes	Yes	
<b>Value-Added Service and Support - Important</b>	Yes	Yes	Yes	
<b>Calibration Certification Point-Inspection Services</b>				
Check & Calibrate Carrier, Spacer Bar & Pin System Alignments to Factory Specs.	8-pt.	8-pt.	8-pt.	8-pt.
<b>Clean &amp; Calibrate Operational Sensitivity for Rotameter Assembly Values, Adapters &amp; Gaskets Inspection</b>	5-pt.	5-pt.	5-pt.	5-pt.
WaterLeak Checklist	5-pt.	10-pt.	10-pt.	10-pt.
<b>Hydraulic Actuators Pressure &amp; Leak Cycle Time Inspection</b>	6-pt.	6-pt.	6-pt.	
<b>Solenoid Function Test &amp; Performance Inspection</b>	6-pt.	6-pt.	6-pt.	
<b>Consulting Services</b>				
Savings, Efficiency, and Productivity Consulting			Yes	Consulting services focused on revenue recovery efficiency, initial setup and configuration of meter testing strategic plan, water quality management plan, etc.
Customized Management Reports and Analytics			Yes	Consulting services focused on Customized Management Reports and Analytics
<b>Hardware Services</b>				
<b>Equipment Calibration, Accuracy and Dependability Certification</b>	Yes	Yes	Yes	Yes
<b>Gage R&amp;R (Repeatability and Reproducibility)</b>	Yes	Yes	Yes	GR&R is defined as the statistical process used to evaluate a gauging instrument's (water meter test bench) accuracy by ensuring its measurements are repeatable and reproducible <sup>3</sup> .
<b>Factory Preventative Maintenance Procedures</b>	Yes	Yes	Yes	Preventative Maintenance Schedule. MARS Company will perform a PM on the Test Bench System(s) and other related MARS equipment specified under the Agreement.
<b>Consumable Parts Included</b>	\$500	\$500	\$1,000	MARS will cover Consumable Parts for each Test Bench System during each MCC 12-month term in the maximum aggregate amount of up to five hundred dollars (\$500.00 for each Test Bench System and one thousand dollars (\$1,000) for TAB). <sup>4</sup>
<b>Parts &amp; Labor/Service Discount</b>	20%	20%	25%	Parts beyond warranty coverage are not included in the service contract. If any are required, All parts and labor to install parts will be sold at a twenty percent (20%) discount from the current list price. MARS will separately quote any service call or parts installation outside of this agreement.
<b>Parts Warranty (days)</b>	90	90	90	120
All parts used under this agreement are warranted for a period of ninety (90) days from the date of purchase and one-hundred twenty (120) day for TAB. MARS will replace and re-install, if necessary, parts installed by MARS under this service contract which fail solely due to quality manufacturing defect, within the warranty period at no additional cost.				
<b>Scale(s) Recalibration (MARS and third-party subcontractor)</b>		Yes	Yes	If the tanks and scales are out of calibration at the time of an annual MCC visit, MARS Company will, as part of the service contract, have a mutually agreed upon, local third party representative recalibrate the scales to maintenance tolerance within NIST Handbook 44 specifications. MARS will use its best efforts to work in conjunction with customer to have a local agreed upon scale calibration representative at a cost of up to \$900.00 USD per occurrence.
<b>Repair and Return of Defective Devices</b>	Yes	Yes	Yes	Repair and Return of defective devices. Customer responsible for all shipping and insurance fees which will be quoted separately.
<b>Advance Hardware Replacement</b>	Yes	Yes	Yes	Defective device replacement shipping in advance of return (billed if defective devices are not returned in 7 days). Customer responsible for all shipping and insurance fees which will be quoted separately.
<b>Large Bench Hydraulic Maintenance (third-party)</b>	Yes	Yes	Yes	MARS will assist large test bench customer to identify third-party for maintenance every 10 years.
<b>On-Site Maintenance - Next Day</b>		Yes	Yes	MARS will provide on-site emergency service, with certified personnel, on a no longer than 48-hour response time (subject to Force Majeure).
<b>Support Services</b>				
<b>Dedicated Support Team and Priority Support</b>			Yes	Provides a dedicated equipment support team with direct-contact cell numbers for rapid response and priority trouble-ticket resolution.
<b>TAB MCC Service discount of 10% off MCC</b>			10%	TAB MCC Service discount of 10% off annual MCC
<b>Priority Phone and E-mail Support</b>	Yes	Yes	Yes	MARS certified personnel providing assistance in resolving operational issues over the phone or by e-mail. <sup>5</sup> (Std Level limited to 3 instances per month)
<b>Basic E-mail Support</b>	Yes		Yes	MARS certified personnel providing assistance in resolving operational issues by e-mail. <sup>5</sup> (Basic Level limited to 3 instances per month)
<b>Remote VPN Technical Assistance</b>	Yes	Yes	Yes	MARS technical assistance via Remote VPN Computer Access During Normal Business Hours
<b>24/7 Remote Technical Assistance</b>			Yes	MARS technical assistance 24/7
<b>Service Call Discounts - 20% discount on Critical and 2nd level</b>			20%	Service Call Discounts - 20% discount on Critical and 2nd level Response Time
<b>Priority Service Call Scheduling</b>	Yes	Yes	Yes	Priority Scheduling of Service Calls
<b>Service Calls Discounts</b>	Yes	Yes	Yes	Any service calls in excess of a single MCC trip per year <sup>5</sup> will be quoted separately and based on customers' selection/requirements for service level response timeframes
<b>Centralized Customer Portal</b>			Yes	Web-based centralized location for billing.
<b>Enhanced Training and Certification Programs</b>			Yes	Enhanced offering implemented through customer portal (expected 2H '26)
<b>Early Access to New Features</b>			Yes	Early Access to Evaluation, Testing and Review of New Features
<b>Prioritized New Feature Development</b>			Yes	Work with the customer on the prioritization of new feature development tailored to the specific needs of the municipality.
<b>Enhanced Remote Diagnostics and Monitoring</b>			Yes	Optimize and enhance the remote diagnostics and monitoring capabilities of the Advanced Scale and Control System
<b>Emergency Service Calls Support 7/24</b>			Yes	Emergency Service telephone assistance available 7/24
<b>Knowledge Services</b>				
<b>Instructor On-Site Training</b>	Yes	Yes	Yes	MARS Company will provide a up to four (4) (2 for Standard) hours of onsite equipment re-training for previously MCC certified operators during the annual on-site service call.
<b>Self-Study Courses</b>	Yes	Yes	Yes	(expected availability 2H 2026)
<b>Additional Instructor On-Site Training</b>				MARS certified personnel will provide a specified number of hours of additional equipment training (quoted separately)
<b>Meter Test Training</b>				MARS certified personnel will provide a specified number of hours of meter testing training (quoted separately)
<b>Network Services</b>				MARS certified personnel will provide a specified number of hours of network services support (quoted separately)
<b>Subject Matter Expert/TAC Specialist Consulting Services</b>				MARS certified personnel will provide a specified number of hours of Subject Matter Expert/TAC Specialist Consulting Services (quoted separately)
<b>Test Bench Audit Consulting Services</b>				MARS will conduct a comprehensive Test Bench Audit and recommend "Best Practices"
	Optional		Note: 1 - Response time ("Service Time") will be within 24 hours of request, subject to best efforts and Force Majeure. Normal Business Hours are 8 a.m. - 5 p.m. EST, M-F except holidays 2 - MCC will be performed for a single instance per 12 month period unless otherwise agreed to in writing 3 - American Society for Quality (ASQ); <a href="https://sqc.org/quality-resources/page/repeatability">https://sqc.org/quality-resources/page/repeatability</a> 4 - Subject to specific coverage limitations detailed in MCC agreement 5 - All Optional Services subject will be quoted separately and based on customers' selection/requirements for service level response timeframes	

#### **Schedule 4 - Statement of Work**

NONE

#### **Schedule 5 - Non-Standard Terms and Conditions**

Non-Standard Terms & Conditions\*: NONE

\*Non-Standard Terms & Conditions SUPERSEDE AND CONTROL OVER THE MARS Warranty, General Terms and Conditions.