



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: jjethro@marswater.com	E: quinna@rochesterhills.org	E: quinna@rochesterhills.org	Proposal Expires:	2/14/2026
3925 SW 13th Street	511 E. Auburn Rd	511 E. Auburn Rd	Total Price:	\$173,333
Ocala, Florida 34474	Rochester Hills, MI 48307	Rochester Hills, MI 48307		
W: (352) 843-9014	W: (248) 841-2536	W: (248) 841-2536		

ORDER FORM

Terms and Conditions

Term	Five (5) Year
Billing Method	Email
Contract Start Date	Effective Date ⁽¹⁾

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.

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.

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) and Mars Calibration Certification, General Conditions Of Service And Maintenance, found at (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 ¹³			
		Qty	Model Number	Annual Fee ¹⁰	One-Time Fee ⁹
Software	<u>MARS M3 Enterprise Advanced Software Suite</u>				
	➤ Series 3-500 Test Bench System	1	72-45201-26	\$59,259	
	➤ Annual Subscription Usage License Tier J ^{10,14,15,17}				
	Sub-Total			\$59,259	
Equipment Maintenance	<u>MARS Maintenance Calibration Certification (MCC) - Annual^{1,4,6}</u>				
	➤ Series 3-500 Test Bench System	1	81-00031-16	\$13,102	
	➤ Recirculation System Included with Test Bench System				
	Sub-Total			\$13,102	
TAB Bundle	<u>MARS Total Advantage Bundle (TAB) Solution - (\$60,000+ Value): Qualification⁸: Not Eligible</u>	1	11-11111-11	Not Currently Eligible	
	➤ Save Money: Significant Cost Savings & Enhanced Service Offerings				
	➤ Increased Efficiency & Productivity: Expert Consulting Included at No Additional Cost				
	Sub-Total				

Sub Grand Total	\$72,361
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Grand Total	\$72,361
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5-Year Agreement	M3 Series 3-500 Tier I 5-Year Agreement Discount Amount ^{3,17}	(\$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)^{5,9,11,12}	\$30,037	
	First Year Total Discounts Included ³	\$42,324	
	First Year Discount % ³	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. MCC 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 ¹	M3 - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year M3 Savings ⁹	Compounded Savings % ⁹	
(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 ¹	MCC - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year MCC Savings ⁹	Compounded Savings % ⁹	
(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 ¹	2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year Total Savings ⁹	Compounded Savings % ⁹	
(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- If 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.
7- X-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)).
8- 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 ⁵	12 Months	NA	Customer ¹
Printer ²			
Ipad ³			
Cables & Misc Adapters			
M3 Server (HW & SW & OS)	NA	Covered	MARS
Test Bench Local PC			
Rugged Mobile Test Tablet/PC ⁴			
Router ³			

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 ¹ & Maintenance Fees
GRAND TOTAL ALL SYSTEMS	# of Systems =	1
	Annual	
Grand Total After All Discounts		\$ 16,935

Medium Meter Test Bench System - Series 3-500		Tiered Pricing Limit < 1000 Meter Tests per 12 Months	
M3 Enterprise Software ^{3,5}		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
M3 Enterprise Hardware			
➤ Server & Database Software		\$	2,823
Sub-Total		\$	59,259
Total License + Advanced Maintenance per System		\$	59,259
M3 Tier I 5-Year Agreement Discount Amount		\$	(42,324)
Total (per System) After All Discounts		\$	16,935
Total Number of Systems =		1	
		Annual	
Grand Total Price		\$	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^{1,2,4,5}

	Service Level				
	Basic	Priority	Critical	TAB	
Service Level Requirements					
System Type (Volumetric or Gravimetric)	Vol	Grav	Grav	Grav	
Calibration and Certification	Yes	Yes	Yes	Yes	
Limited Support only; excluded value-added service and PM	Yes				
Service & Support Response Time - Important / Mission Critical		Yes	Yes	Yes	
Value-Added Service and Support - Important		Yes	Yes	Yes	
Calibration Certification Point-Inspection Services					
Check & Calibrate Carrier, Spacer Bar & Pin System Alignments to Factory Specs.	8-pt.	8-pt.	8-pt.	8-pt.	
Clean & Calibrate Operational Sensitivity for Rotameter Assembly	5-pt.	5-pt.	5-pt.	5-pt.	
Valves, Adapters & Gaskets Inspection	5-pt.	10-pt.	10-pt.	10-pt.	
Water Leak Checklist	5-pt.	10-pt.	10-pt.	10-pt.	
Hydraulic Actuators Pressure & Leak Cycle Time Inspection		6-pt.	6-pt.	6-pt.	
Solenoid Function Test & Performance Inspection		6-pt.	6-pt.	6-pt.	
Consulting Services					
Savings, Efficiency, and Productivity Consulting				Yes	Consulting services focused on revenue recovery efficiencies, 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
Hardware Services					
Equipment Calibration, Accuracy and Dependability Certification	Yes	Yes	Yes	Yes	MARS Certified Maintenance Inspection & Certification (Includes Certification Decal)
Gage R&R (Repeatability and Reproducibility)	Yes	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 ³ .
Factory Preventative Maintenance Procedures	Yes	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.
Consumable Parts Included		\$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. ⁴
Parts & Labor/Service Discount		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.
Parts Warranty (days)	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.
Scale(s) Recalibration (MARS and third-party subcontractor)		Yes	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 \$950.00 USD per occurrence.
Repair and Return of Defective Devices		Yes	Yes	Yes	Repair and Return of defective devices. Customer responsible for all shipping and Insurance fees which will be quoted separately.
Advance Hardware Replacement		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.
Large Bench Hydraulic Maintenance (third-party)		Yes	Yes	Yes	MARS will assist large test bench customer to identify third-party for maintenance every 10 years.
On-Site Maintenance - Next Day			Yes		MARS will provide on-site emergency service, with certified personnel, on a no longer than 48-hour response time (subject to Force Majeure)
Support Services					
Dedicated Support Team and Priority Support				Yes	Provides a dedicated equipment support team with direct-contact cell numbers for rapid response and priority trouble-ticket resolution.
TAB MCC Service discount of 10% off MCC				10%	TAB MCC Service discount of 10% off annual MCC
Priority Phone and E-mail Support		Yes	Yes	Yes	MARS certified personnel providing assistance in resolving operational issues over the phone or by e-mail. ⁵ (Std Level limited to 3 instances per month)
Basic E-mail Support	Yes				MARS certified personnel providing assistance in resolving operational issues by e-mail. ⁵ (Basic Level limited to 3 instances per month)
Remote VPN Technical Assistance	Yes	Yes	Yes	Yes	MARS technical assistance via Remote VPN Computer Access During Normal Business Hours
24/7 Remote Technical Assistance			Yes		MARS technical assistance via Remote Computer Access available 24/7
Service Call Discounts - 20% discount on Critical and 2nd level				20%	Service Call Discounts - 20% discount on Critical and 2nd level Response Time
Priority Service Call Scheduling		Yes	Yes	Yes	Priority Scheduling of Service Calls.
Service Calls Discounts		Yes	Yes	Yes	Any service calls in excess of a single MCC trip per year ³ will be quoted separately and based on customers' selection/requirements for service level response timeframes
Centralized Customer Portal				Yes	Web-based centralized location for billing.
Enhanced Training and Certification Programs				Yes	Enhanced offering implemented through customer portal (expected 2H '26)
Early Access to New Features				Yes	Early Access to Evaluation, Testing and Review of New Features
Prioritized New Feature Development				Yes	Work with the customer on the potential of new feature development tailored to the specific needs of the municipality.
Enhanced Remote Diagnostics and Monitoring				Yes	Optimize and enhance the remote diagnostics and monitoring capabilities of the Advanced Scale and Control System
Emergency Service Calls Support 7/24			Yes		Emergency Service telephone assistance available 7/24
Knowledge Services					
Instructor On-Site Training		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. (expected availability 2H 2026)
Self-Study Courses		Yes	Yes	Yes	
Additional Instructor On-Site Training					MARS certified personnel will provide a specified number of hours of additional equipment training (quoted separately)
Meter Test Training					MARS certified personnel will provide a specified number of hours of meter testing training (quoted separately)
Network Services					MARS certified personnel will provide a specified number of hours of network services support (quoted separately)
Subject Matter Expert/TAC Specialist Consulting Services					MARS certified personnel will provide a specified number of hours of Subject Matter Expert/TAC Specialist Consulting Services (quoted separately)
Test Bench Audit Consulting Services					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); <https://asq.org/quality-resources/page-repeatability>
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.