



Department of Purchasing and Contracting
NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Watershed Management
Department Contact Person: Marketa Killingbeck Telephone: 770 621-7281
Email: mhkillingbeck@dekalbcountyga.gov

Requisition Number: 761351 Suggested Supplier: OW Investors dba MARS Co
Estimated Amount of Purchase: \$ 548,220.80
Detailed Description of the Goods or Services to be purchased: Meter Testing Equipment

☐ **Emergency** (For Emergency Requests, Please check this box and answer all questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

☒ **Sole Source** (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

See Page 3 Sole Source #1

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

See Page 3 Sole Source #2

3. Explain the impact to the County or Public if this request is not approved.

See Page 3 Sole Source #3

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) Reginald Wells Signature: Reginald Wells Digitally signed by Reginald Wells Date: 2019.03.07 17:29:34 -0500 Date: 03/07/2019

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) Angel Frasier Signature: [Signature] Date: 3/10/19

Procurement Manager (Typed/Printed Name) Cathryn Horner Signature: [Signature] Date: 3/12/19
5/29/19

☒ Approved ☐ Not Approved

Signature: [Signature] Director, Department of Purchasing and Contracting Date: 5/29/19

P&C Rev. 9/21/2017

Agenda Item 2019 - 2357

Print Form

(Additional information, attach pages if required):

Sole Source #1

The only active US-based competitor (Ford Meter Box) does not provide the following:

An on-going hardware maintenance program (MARS Company does - MARS Calibration Certification program)

An on-going software support/maintenance program (MARS Company does provide this service)

On-site installation (MARS provides certificates for the Operators)

A database to support the detailed test results information (MARS Company includes this as part of the M3 software package)

A migration plan for upcoming changes to the AWWA test parameters for new technologies (MARS has been an active and continuous member of the AWWA Meter Standards Committee for over 30 years, while Ford is not a member)

The ability to control the pumps on the Recirculation System (MARS provides this capability both manually and via the M3 software)

The ability to operate both test benches concurrently with the Recirculation System (MARS provides this while Ford is a single bench at a time)

A hand-held device to simplify the data entry information for meter testing (MARS provides a hand-held device for each bench while Ford provides a laptop on a rail system that is not ergonomic as it resides above eye level and causes stress on the arms)

Due to the specific layout for the Meter Testing Facility, MARS company is the only company that has demonstrated the ability to place the equipment within the limited area provided.

Sole Source #2

Yes, MARS Company is the only authorized provider of Hardware and Software support on the MARS Test Bench Systems.

Sole Source #3

The County may generate questionable test results. This provides reliable and specific information directly related to the AWWA's meter testing protocol and specifications. The information provided speaks "directly to the Courts" in a dispute/controversy test.

The System significantly reduces human error - relieves the operator from generating hand-written reports.

Increased productivity is anticipated as the automated process and technology does not require the operator to remain idle while the testing occurs.

The County will achieve meter testing goals with this solution.



Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: Meter Testing Equipment

Demonstration of Contractor's Unique Qualifications: Mars company is the only authorized provider of hardware and software support on the Mars Test Bench Systems.

Section B – To Be Completed by the Department of Purchasing and Contracting

Market Survey Results

Date Public Notice posted on website: May 22, 2018

Date Public Notice closed: May 27, 2018

Review of Offers

Were any offers received (Yes/No): No

Number of offers received: 0

Responders: None

Purchasing Agent review and recommendation: MARS company was established in 1984 by Mr. Floyd Salser, over the years the company became known as the domestic and international leader in water meter testing and technology services, they have more than 30 years' experience assisting municipal and private utilities throughout the world. Research conducted indicates that MARS company is the only manufacturer to provide on-site installation, training and ongoing hardware and software maintenance of the water meter test bench systems. This system provides reliable and specific information directly related to the American Water Works Association meter testing protocol and specifications. The County will achieve meter testing goals with this solution. The MARS test bench system is unique against its competitor due to the ability to operate both test benches concurrently with the Recirculation System, providing a hand held device to simplify the data entry information for meter testing, also due to a specific layout for the Meter Testing Facility, MARS company is the only company that has demonstrated the ability to place the equipment within the limited area provided, as well as providing on-going hardware, software support and on-site installation of the MARS Test Bench System.

In January 2015, The Department of Watershed Management decided to upgrade the current MARS test benches at their testing facility. Ultimately, they made the decision to move the facility and decided to purchase additional test benches to install at the new facility to limit the down time and then have other ones rebuilt to increase their testing capacity in the long run. Ford Meter Box, the other competitor, was mentioned in a meeting before 2015, Ford referred Watershed to HD Supply (now Core & Main) as their local distributor and they were not able to rebuild the current



DeKalb County


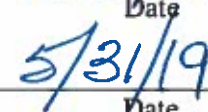
GEORGIA

test benches at the facility. It was determined that MARS Company systems are installed by certified MARS Company personnel, MARS Company training is provided by certified MARS Company personnel and they meet AWWA specifications and recommendations. Ford informed Watershed that they do not have a true database system, but they update a .csv file, there is no maintenance program for ongoing support. Detroit Water & Sewer along with Pittsburgh Water & Sewer, and Milwaukee Water Works has had their existing Ford equipment replaced by MARS Test Bench systems. Ford cannot provide on-going support of systems along with C715 support and an upgrade path for older MARS Test Benches.

The Law Department advised the Watershed Department to make a business decision regarding the terms and conditions, they agreed with the Law departments decision and agreed to a term of 5 years. The Law Department has approved the revised terms and conditions as to legal form provided by MARS, DeKalb County will be utilizing MARS terms and conditions. MARS increased the pricing for this product and provided an updated quote, the UD has reviewed the price increase and would like to proceed with the price increase. There was a delay in this project due to the vendors terms and conditions being rejected by Law initially, a meeting was held with the User Department, and it was recommended by Law for the User Department to make a business decision for this Sole Source and to also draft a Professional Service Agreement. The issue with the terms and conditions was worked out and the Law Department has approved the revised terms and conditions as to legal form provided by MARS, DeKalb County will be utilizing MARS terms and conditions. The vendor submitted an addendum to the initial DeKalb County proposal which states that the intent is to provide a total of five (5) years of MARS M3 Enterprise Software License fees and maintenance coverage. DeKalb County has never done business with MARS company to date, it is my recommendation to approve this request.


Agent Signature

Procurement Manager Signature


Date

Date



December 21, 2018

Department of Purchasing and Contracting
1300 Commerce Drive, 2nd Floor
Decatur, Georgia 30032

Dear Madam / Sir:

MARS Company is the only manufacturer who produces computer driven high-speed water meter test equipment and turnkey installation packages in the United States. We are also the only producer of computer software designed to meet the meter testing needs and compliance with the American Water Works Association (AWWA) testing recommendations for the modern Utility, complete with operational database. This software can be used in a meter shop, a mobile meter test van or in conjunction with a truck-mounted test system. With other MARS Company products, we operate both direct and through several major Distributors and Manufacturer Representatives in various locations in the U.S. and Canada.

However, with the meter test equipment and the MARS M3 Software used in a meter shop, a mobile meter test van or with a truck-mounted test system, MARS Company operates direct with the Utility and, due to the technical nature of this product, **is the only authorized representative to provide service and support.**

As the sole source, MARS Company provides the on-going service and technical support for the M3 Meter Management System Software and for the MARS-designed Water Meter Test Bench Systems.

MARS Company is the only manufacturer to provide on-site installation, training and ongoing hardware and software maintenance of water meter test bench systems.

Please call me at (352) 414-7690 if you have any further questions or comments.

Very truly yours,
MARS Company

A handwritten signature in black ink, appearing to read "Michael L. Mastic", written in a cursive style.

Michael L. Mastic
Vice President

CC: Mr. Dave Corey – CEO, MARS Company
Mr. Jeff Butt – Vice President, MARS Company

MARS Company
3925 SW 13th Street, Ocala, Florida 34474
P: 800.782.5268 F: 352.694.7397 W: www.marswater.com



Exhibit B to DeKalb County
Contract / PO # -
MARS COMPANY
WARRANTY, GENERAL TERMS AND CONDITIONS

- 1) **General.** These terms and conditions (these "Terms"), the accompanying proposal from MARS Company to DeKalb County herein after referred to as Purchaser (the "Proposal"), are subordinate to the Purchaser's Terms and Conditions where any conflict may arise. In all cases when the Purchaser's Terms and Conditions have statements in conflict with MARS Terms & Conditions, The Purchaser's Terms & Conditions will govern. This Ex. B is incorporated by reference to Contract Specifications No. _____, the purchase order and any statements of work (collectively this "Agreement") are the terms that govern Equipment and Services sold or provided by MARS Company and comprise the entire agreement between the parties regarding the Equipment and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. "MARS On-Premise Equipment" means computer, software and related equipment including but not limited to (i) computer servers and server operating system software, (ii) test bench computers and operating system software, and (iii) routers that are owned by MARS and provided to the Licensee (defined hereafter) to use during the M3 Software subscription or usage term. "Equipment" means the hardware, parts, IPads, cables, printers, and accessories, excluding MARS On-Premise Equipment, sold under the purchase order accompanying these Terms. "Software" means the M3 enterprise software. "Purchaser" means the entity buying the Equipment pursuant to the purchase order accompanying these Terms. "Licensee" means the entity identified on the M3 Enterprise Software End User License Agreement, Schedule of Software and Services, and the Service Plan, which are incorporated herein by reference and made a part hereof. "Services" means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by MARS Company related to the Equipment. PURCHASER WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS UNLESS MARS COMPANY RECEIVES WRITTEN NOTICE OF ANY OBJECTION WITHIN THREE (3) BUSINESS DAYS AFTER PURCHASER'S RECEIPT OF THIS FORM
- 2) **Delivery of Equipment and Performance of Services.**
- a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. Destination.
 - b) If the scheduled delivery of Equipment is delayed by Purchaser or by a force majeure event, MARS Company may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.
 - c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for MARS Company's performance hereunder.
 - d) Claims for shortages or other errors in delivery must be made in writing to MARS Company within ten (10) days of delivery. Claims for damage after delivery shall be made directly by Purchaser with the common carrier. Equipment may not be returned except as otherwise agreed by MARS Company.
 - e) MARS Company shall provide, and Purchaser shall pay for MARS Company's performance of, the Services described in one or more statements of work executed by MARS Company and any person listed as Purchaser's authorized representative in the Proposal or purchase order. With respect to the Services, Purchaser shall (i) cooperate with MARS Company in all matters relating to the Services and provide such access to Purchaser's premises, and such office accommodation and other facilities as may reasonably be requested by MARS Company for the purposes of performing the Services; (ii) respond promptly to any MARS Company request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for MARS Company to perform Services in accordance with the requirements of this Agreement; (iii) provide such materials or information as MARS Company may reasonably request to perform the Services in a timely manner; and (iv) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.
- 3) **Purchase Price and Service and Software Fees.**
- a) The purchase price of the Equipment and the hourly rates for Services are set forth in the Proposal. Unless otherwise agreed by the parties in writing, all Proposals expire thirty (30) days from the date thereof.
 - b) Unless otherwise stated in a statement of work, the hourly rates set forth in the Proposal is based on Services performed during normal business hours (8 a.m. to 5 p.m. Monday through Friday). Any Services performed on: (i) a business day outside of normal business hours or on a Saturday will be billed at one and one-half (1 1/2) times the hourly rate, (ii) Sunday will be billed at two (2) times the hourly rate, and (iii) a federal holiday, including any falling on a Saturday or Sunday, will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Service rates are subject to change without notice.
 - c) The purchase price of the Equipment does not include any federal, state or local property, license, permits, privilege, sales, use, excise, gross receipts, manufacturer's tax, occupation tax, transfer tax, privilege tax, excise tax, duty, custom, tariff, inspection or testing fee, or any other tax, fee, interest or charge of any nature whatsoever, whether international, national, state, or local, however designated, which is levied or imposed by any governmental authority, on or measured by the transaction between MARS Company and Purchaser, shall be paid by Purchaser in addition to the prices quoted or invoiced, or in lieu thereof the Purchaser shall supply MARS Company with an appropriate tax exemption certificate. In the event MARS Company is required to pay any such tax, fee, interest or charge, Purchaser shall reimburse MARS Company therefore. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon submitting a purchase order, provide MARS Company a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
 - d) Software Fees shall be designated on and payable in the manner set forth on the Schedule of Software and Services.
 - e) In the event Purchaser prepaays Software Fees to be applied against future MARS Services projects, Purchaser shall have twelve (12) months from the effective date of the Schedule of Software and Services to utilize the prepaid Fees towards a Services project. Any Fee credits shall expire after twelve (12) months and Purchaser shall not be entitled to any refund.
 - f) Travel, lodging and other normal and customary expenses are not included in the project cost and will be billed by MARS to Purchaser at actual cost.
 - g) If Licensee purchased an On-Premise Subscription Usage License, then:
 - i) Software Fees shall be calculated based upon the monthly pro-rated amount of M3 Annual Meter Testing Usage and respective M3 Usage Tier and Usage Tier Discount as follows: the multiplication of each of the amounts: (i) One (1) subtracted by the Usage Tier Discount, and (ii) prevailing annual On-Premise Subscription Term License.
 - ii) By way of example, If Licensee M3 Annual Meter Testing Usage exceeds Usage Tier I during five months into a 12-month Renewal Term and does not exceed Usage Tier 2 during the following seven months, then the Software Fee calculation would be: [(1-Usage Tier I Discount) x (5/12)] + [(1-Usage Tier Discount II) x (7/12)].
 - h) MARS may increase its license and other fees at any time without notice so fees due for new or additional Software license or subscription purchases may be more than a previous purchase.
 - i) If Licensee purchased an On-Premise Subscription License, MARS may not increase the associated license fees more than once in any 12-month period following Licensee's initial purchase by more than ten percent (10%).
 - ii) MARS will notify Licensee of a price increase at least 60 days before the increase takes effect.
 - i) You are responsible for providing MARS with the most current contact and billing information. Purchaser may provide updates to Purchaser's contact information to MARS at Sales@MARSwater.com and updates to Purchaser's billing information to MARS. You agree that, so long as the On-Premise Subscription Term License is active, MARS may, on a monthly basis, automatically bill the same credit card or bank account Purchaser provides to MARS.
- 4) **Payment.**
- a) Unless specified to the contrary in writing by MARS Company, payment terms are net cash, payable without offset, in United States Dollars, thirty (30) days from date of invoice by wire transfer to the account designated by MARS Company in the Proposal.
 - b) If Purchaser fails to pay any invoice by the due date, MARS Company may require payment in advance, payment security satisfactory to MARS Company, or may terminate the purchase order, whereupon MARS Company shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date MARS Company is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
 - c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus MARS Company's attorneys' fees and court costs incurred in connection with collection if Purchaser's account is thirty (30) days or more overdue (except with respect to amounts subject to a bona fide dispute). In addition to any of its other rights or remedies, MARS reserves the right to (i) suspend any MARS Services to Purchaser, and (ii) terminate Your use of the software and Purchaser shall pay a non-refundable, software reactivation fee ("Software Reactivation Fee") of twenty-five hundred dollars (\$2,500) payable in advance of software reactivation, without liability, until such amounts are paid in full.
- 5) **Changes.**
- a) Any changes to a statement of work requested by Purchaser must be accepted by MARS Company and resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
 - b) MARS Company may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications agreed upon by the parties. If Purchaser objects to any such changes, MARS Company shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.
 - c) MARS Company may, at any time while the Equipment is under warranty, make such changes in design and construction of Equipment that it deems, in its sole discretion, to be an improvement. MARS Company may furnish suitable substitutes for materials that are unavailable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers.
- 6) **Title & Risk of Loss.**
- a) Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser upon delivery.
 - b) Title to the Equipment shall remain with MARS Company until Purchaser has paid MARS Company the full purchase price of the Equipment.
- 7) **Bonding.** Payment Bonds, Performance Bonds, Labor and Material Bonds, hereinafter referred to as "BONDS" or any such financially bonding documents and/or mechanism required by Contract will be provided for either: (i) 12 months from the issuance / requirement date from Purchaser, or (ii) Contract Completion, whichever occurs first. Any costs to extend the requirement or to maintain or extend coverage beyond 12 months will be paid by Purchaser.
- 8) **Inspection, Testing, and Acceptance.**
- a) Any inspection by Purchaser of Equipment on MARS Company's premises shall be scheduled in advance to be performed during normal working hours.
 - b) If the purchase order provides for factory acceptance testing of the Equipment, MARS Company shall notify Purchaser when MARS Company will conduct such testing, which will be prior to shipment. UNLESS PURCHASER PROVIDES MARS COMPANY WITH WRITTEN NOTICE OF SPECIFIC OBJECTIONS WITHIN TEN (10) DAYS AFTER COMPLETION OF FACTORY ACCEPTANCE TESTING, COMPLETION OF THE FACTORY ACCEPTANCE TEST CONSTITUTES PURCHASER'S FULL ACCEPTANCE OF THE EQUIPMENT AND ITS AUTHORIZATION FOR SHIPMENT.
 - c) If the purchase order provides for site acceptance testing at Purchaser's facility, MARS Company personnel will perform such site acceptance testing to verify that the Equipment has arrived at Purchaser's facility complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes Purchaser's / Licensee's full acceptance of the Equipment and Software. IF, THROUGH NO FAULT OF MARS COMPANY, SITE ACCEPTANCE TESTING IS NOT COMPLETED WITHIN THIRTY (30) DAYS AFTER ARRIVAL OF THE EQUIPMENT AT THE DESIGNATED SITE OR IN THE CASE OF SOFTWARE AFTER TEN (10) DAYS AFTER SOFTWARE INSTALLATION, THE SITE ACCEPTANCE TEST SHALL BE DEEMED COMPLETED AND THE EQUIPMENT OR SOFTWARE SHALL BE DEEMED ACCEPTED BY PURCHASER.
 - d) ONCE PURCHASER HAS ACCEPTED THE EQUIPMENT OR SOFTWARE PURSUANT TO THIS SECTION, PURCHASER IS RESPONSIBLE FOR PAYING MARS COMPANY THE FULL PURCHASE PRICE OF THE EQUIPMENT AND PURCHASER SHALL NOT WITHHOLD PAYMENT FOR ANY REASON.
- 9) **Operational Control.** OPERATIONAL CONTROL MEANS THE RIGHT TO CONDUCT ANY AND ALL OPERATIONS AND UTILIZE EQUIPMENT AND SERVICES FOR THE INTENDED PURPOSE OF CONDUCTING WATER METER TESTING, INCLUDING ANY AND ALL OPERATIONS OF SOFTWARE (EXCLUDING INSPECTION, TESTING AND



Exhibit B to DeKalb County

Contract / PO # -

MARS COMPANY WARRANTY, GENERAL TERMS AND CONDITIONS

ACCEPTANCE) OPERATIONAL CONTROL SHALL REMAIN WITH MARS COMPANY UNTIL PURCHASER HAS PAID MARS COMPANY THE FULL PURCHASE PRICE OF EQUIPMENT AND SOFTWARE FEES

10) Limited Warranties and Remedies (unless otherwise stated).

- a) **Equipment and Services Warranty.** MARS Company warrants that Equipment shall be delivered free of defects in material and workmanship. The Warranty Period for Equipment (excluding, spare parts and refurbished or repaired parts) shall end thirteen (13) months after the date of shipment. The Warranty Period for new spare parts shall end thirteen (13) months after date of shipment. The Warranty Period for refurbished or repaired parts shall end ninety (90) days after date of shipment. The Warranty Period for Services shall end ninety (90) days after the date of completion of Services or one-hundred and twenty (120) days after Services are initiated, whichever comes first.
- b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to MARS Company promptly after such discovery and within the applicable Warranty Period, MARS Company shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services, (ii) refund the portion of the purchase price applicable to the nonconforming portion of Equipment or Services, or (iii) refund the full purchase price of the Equipment if any nonconformance with the above warranty causes the Equipment to be inoperable. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to MARS Company promptly after discovery and within the original Warranty Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, MARS Company will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Period shall not otherwise be extended.
- c) **Exceptions.** MARS Company shall have no obligation hereunder with respect to any Equipment which (i) has been installed by non-MARS authorized entities; (ii) has been improperly repaired or altered by Purchaser or a third party, (iii) has been subjected to misuse, negligence or accident, (iv) has been used in a manner contrary to MARS Company's instructions; (v) is comprised of materials provided by or a design specified by Purchaser; or (vi) has failed as a result of ordinary wear and tear. Equipment supplied by MARS Company but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.
- d) **AMR Radio Warranty and Remedies.** MARS Company warrants that, except as specified below, the Automated Meter Reading ("AMR") radio module equipment, including embedded battery ("AMR Radio") shall be delivered free of defects in material and workmanship. The Warranty Period for AMR Radio (excluding Spare Parts and Refurbished or Repaired Parts) operating solely and exclusively in energy saver mode shall end one (1) year after the date of shipment. If a nonconformity to the foregoing warranty is discovered in the AMR Radio during the applicable Warranty Period, as specified above, under normal and proper use and provided the AMR Radio equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to MARS Company promptly after such discovery and within the applicable Warranty Period, MARS Company shall, at its option, either (i) repair or replace the nonconforming portion of the AMR Radio, or (ii) refund the portion of the purchase price applicable to the nonconforming portion of AMR Radio, or (iii) replace the nonconforming portion of the AMR Radio.

The Warranty Period is void if the Purchaser does not adhere to storage instructions specifying both storage time and temperature or if MARS Company determines, at its sole discretion, that the AMR Radio equipment is improperly maintained, modified, subjected to excessive operating conditions, incidental damage, intentional or unintentional destruction, act of God, abuse or physically damaged. If any portion of the AMR Radio so repaired or replaced fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to MARS Company promptly after discovery and within the original Warranty Period applicable to such AMR Radio or thirty (30) days from the shipment date of such repair or replacement, whichever is later, MARS Company will repair or replace such nonconforming AMR Radio. The original Warranty Period shall not otherwise be extended.

- e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND MARS COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

11) End User License Agreement. BY CLICKING THE "I ACCEPT THE TERMS..." CHECKBOX ON THE M3 SOFTWARE LICENSE DIALOG BOX, BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, LICENSEE IS CONSIDERED TO HAVE READ AND LICENSEE AGREES TO BE BOUND BY THE TERMS OF THE END USER LICENSE AGREEMENT ("EULA"). IF LICENSEE IS NOT WILLING TO BE BOUND BY THE TERMS OF THE EULA, LICENSEE SHALL NOT INSTALL, COPY OR USE THE SOFTWARE. THE SOFTWARE, INCLUDING ANY UPDATES, ENHANCEMENTS, NEW FEATURES, AND/OR THE ADDITION OF ANY NEW SERVICES, ARE SUBJECT TO THESE TERMS AND CONDITIONS OF THE EULA.

12) Inventions and Information. Unless otherwise agreed in writing by MARS Company and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with MARS Company. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of MARS Company. Purchaser shall not, without MARS Company's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

13) Patent Indemnity.

- a) MARS Company shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by MARS Company ("a Process") directly infringes any claim of

a patent of the United States of America and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given MARS Company prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

- b) MARS Company shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by MARS Company; (ii) any Equipment or Process supplied according to a design, other than an MARS Company design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of MARS Company.
- c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, MARS Company shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF MARS COMPANY AND EQUIPMENT MANUFACTURER FOR ANY PATENT INFRINGEMENT.
- d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that MARS Company is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by MARS Company or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against MARS Company, Purchaser shall defend and indemnify MARS Company in the same manner and to the same extent that MARS Company would be obligated to indemnify Purchaser under this "Patent Indemnity" provision.

14) Limitation of Liability.

IN NO EVENT SHALL MARS COMPANY, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, DELAYS, AND CLAIMS OF CUSTOMERS OF THE PURCHASER OR OTHER THIRD PARTIES FOR ANY DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MARS COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MARS COMPANY'S LIABILITY FOR ANY CLAIM WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, OPERATION OR USE OF ANY EQUIPMENT COVERED BY OR FURNISHED UNDER THIS AGREEMENT, OR FROM ANY SERVICES RENDERED IN CONNECTION THEREWITH, SHALL IN NO CASE (EXCEPT AS PROVIDED IN THE SECTION ENTITLED "PATENT INDEMNITY") EXCEED ONE-HALF (1/2) OF THE PURCHASE PRICE ALLOCABLE TO THE EQUIPMENT OR PART THEREOF OR SERVICES WHICH GIVES RISE TO THE CLAIM.

15) Laws and Regulations. MARS Company and Purchaser shall comply with all applicable laws in performance of its obligations under this Agreement. MARS Company does not assume any responsibility for compliance with any laws and regulations relating to the operation or use of the Equipment, which is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Section 4. Nothing contained herein shall be construed as imposing responsibility or liability upon MARS Company for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement is governed by the laws of the United States and the State of Georgia, without reference to conflicts of law principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

16) OSHA. MARS Company warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, MARS Company will replace the affected part or modify it so that it conforms to such standard or regulation. MARS Company's obligation shall be limited to such replacement or modification. IN NO EVENT SHALL MARS COMPANY BE RESPONSIBLE FOR LIABILITY ARISING OUT OF THE VIOLATION OF ANY OSHA STANDARDS RELATING TO OR CAUSED BY PURCHASER'S DESIGN, LOCATION, OPERATION, OR MAINTENANCE OF THE EQUIPMENT, ITS USE IN ASSOCIATION WITH OTHER EQUIPMENT OF PURCHASER, OR THE ALTERATION OF THE EQUIPMENT BY ANY PARTY OTHER THAN MARS COMPANY.

17) Force Majeure. MARS Company shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the purchase price will be adjusted to compensate MARS Company for such delay.

18) Cancellation. Any purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified in the purchase order incurred prior to the effective date of notice of termination and all expenses incurred by MARS Company attributable to the termination, plus a fixed sum of ten



Exhibit B to DeKalb County

Contract / PO # -

MARS COMPANY WARRANTY, GENERAL TERMS AND CONDITIONS

(10) percent of the final total purchase price to compensate for disruption in scheduling, planned production and other indirect costs.

- 19) **Termination.** In addition to any remedies that may be provided under these Terms, MARS Company may terminate this Agreement with immediate effect upon written notice to Purchaser if Purchaser: (a) fails to pay any amount when due under this Agreement; (b) has not otherwise performed or complied with any of these Terms, in whole or in part, or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Purchaser may terminate this Agreement for MARS Company's material breach if MARS Company fails to cure or begin taking reasonable steps to cure any such material breach within fifteen (15) days after receiving written notice from Purchaser specifying such breach.
- 20) **Export Control.**
- a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by MARS Company or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.
 - b) If applicable, MARS Company shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after acceptance of the purchase order. Any delay in obtaining such license shall suspend performance of this Agreement by MARS Company. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by MARS Company without liability for damages of any kind resulting from such cancellation. At MARS Company's request, Purchaser shall provide to MARS Company a Letter of Assurance and End-User Statement in a form reasonably satisfactory to MARS Company.
- 21) **Assignment.** Purchaser shall not assign this Agreement or of any rights or obligations under this Agreement without the prior written consent of MARS Company.
- 22) **Warranty of Capacity to Execute Agreement.** Each of the parties warrants and represents on behalf of itself that it has full power and authority to enter into this Agreement and to bind the parties, that any and all necessary consents and approvals have been obtained, and that no other consent, approval or action is required.
- 23) **Severability.** If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 24) **Entire Agreement.** This Agreement is a legal agreement and constitutes the complete and exclusive agreement between Purchaser and MARS Company with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended except in a writing duly signed by Purchaser and an authorized representative of MARS Company.
- 25) **Miscellaneous.**
- a) Equipment consumables including printer ink, paper, etc. are Purchaser responsibility at all times.
 - b) This Agreement shall not be construed more strongly against either party, regardless of who is more responsible for its preparation.
 - c) Neither party shall be deemed to have waived any of its rights under this Agreement without specifically agreeing to do so in writing. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.
 - d) If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.
 - e) All notices hereunder shall be made by certified or registered airmail, return receipt requested, by recognized overnight courier, by facsimile transmission, answer back requested, but excluding e-mail, and shall be sent to the parties at the addresses indicated in the purchase order (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof). MARS Company's address is 3925 SW 13th St, Ocala Florida 34474.
 - f) During the term of this Agreement and for one (1) year thereafter, neither party shall solicit the other parties' current employees or full-time consultants for employment, directly or indirectly, without such other parties' written consent. For the purposes of this provision, placing a general advertisement for employment shall not be considered solicitation for employment. This provision does not apply in the event of a breach by either party.
 - g) Should any provision of a purchase order or statement of work that differs from one in this Agreement, this Agreement shall control unless that specific provision contains an express statement of the parties' intent for that provision to control with respect to that purchase order or statement of work only and must be accepted in writing by both parties. Any such statement shall only be effective as to that provision in that purchase order or statement of work.
 - h) This Agreement may only be modified by written agreement of the parties.
 - i) **Separate Execution, Reproduced Signatures.** This Agreement may be separately executed in identical counterparts, each of which shall be considered an original and all of which together shall collectively be considered an effective and binding agreement on the part of each of the undersigned. For the avoidance of doubt, an electronically reproduced signature, such as by facsimile or PDF copy shall have the same force and effect as execution of an original.



**DeKalb County
Updated Scope of Work
&
Revised Price Schedule
December 12, 2018**

SCOPE OF WORK

MARS Company proposes to replace the existing MARS Test Bench Units (estimated installation date March 2000) and provide additional components, as follows:

- Replace the Series 2400 with the MUN-200 Auto Shutdown, 10 Gallon Tank and 100 Gallon Tank with:
 - Series 2400 Test Bench System
 - MARS M3 Enterprise Meter Management License 2019
 - Core Software Application & Platform Architecture
 - Advanced Connectivity Module
 - Includes iPad
 - Custom Test, Reporting and Export Module
 - Advanced Scale & Control Module
 - Gravimetric System - Console with computer, UPS, printer, Advanced Scale Instrument
 - 10/100 Gallon Calibrated Duplex Stainless Steel Test Tank with scale
- Replace the Series 8000 with the MUN-200 Auto Shutdown and 100 Gallon Tank with:
 - Series 2400 Advanced Test Bench System
 - MARS M3 Enterprise Meter Management License 2019
 - Core Software Application & Platform Architecture
 - Advanced Connectivity Module
 - Includes iPad
 - Custom Test, Reporting and Export Module
 - Advanced Scale & Control Module
 - Gravimetric System - Console with computer, UPS, printer, Advanced Scale Instrument
 - 10/100 Gallon Calibrated Duplex Stainless Steel Test Tank with scale
 - 500 Gallon Calibrated Stainless-Steel Test Tank

- Add the MARS Recirculation System
 - 850 Polyethylene Supply Tank
 - Supply Pumps with VFD's and VFD NEMA Enclosure
 - Return Pumps
 - Chlorination / Filtration System
- Provide Turnkey Installation and Training
- DeKalb County provides the 240v/ 3 phase and other electrical requirements
- DeKalb County provides the 2" water supply to fill / "top off" the Recirculation System Supply Tank

MARS TEST BENCH SYSTEMS

The **Series 2400 Test Bench System** is a double row bench with the capability of testing up to (24) 5/8" through 1" meters at a time (one size at a time). The System includes the Gravimetric System (console, scale system, computer, printer and the MARS M3 Enterprise Meter Management System Software (First Year).

Features included in this configuration:

- Three (3) precision rotometers that cover a flow range from .1 – 60 gpm;
- Corrosive Protection (polyester coated steel bench frame);
- 10/100 Gallon (1 ft³ / 10 ft³) Duplex Stainless Steel Calibrated Tank;
- All meter adapters, meter and adapter gaskets, manual flow control valves, document station, electric actuated clamping device, carrier bars and spacer spools;
- Gravimetric Weight Scale System with M3 Enterprise Meter Management System Software (First Year - unlimited).
 - Core Module
 - Advanced Reporting Module
 - Connectivity Module (includes the iPad, MARS Server)
 - Advanced Scale Instrument

The **Series 2400 Advanced Test Bench System** is a double row bench with the capability of testing up to ten (10) 1-1/2" through 2" meters at a time or up to (24) 5/8" through 1" meters at a time (one size at a time). The System includes the Gravimetric System (console, scale system, computer, printer and the MARS M3 Enterprise Meter Management System Software (First Year).

Features included in this configuration:

- Three (3) precision rotometers that cover a flow range from .1 – 160 gpm;
- Corrosive Protection (polyester coated steel bench frame);

-
- 10/100 Gallon (1 ft³ / 10 ft³) Duplex Stainless Steel Calibrated Tank;
 - 500 Gallon / 50 ft³ Stainless Steel Calibrated Tank;
 - All meter adapters, meter and adapter gaskets, manual flow control valves, document station, electric actuated clamping device, carrier bars and spacer spools;
 - Gravimetric Weight Scale System with M3 Enterprise Meter Management System Software (First Year - unlimited).
 - Core Module
 - Advanced Reporting Module
 - Connectivity Module (includes the iPad; MARS Server located in Series 2400 Console)
 - Advanced Scale Instrument

The MARS M3 Enterprise Meter Management System Software License includes the MARS SQL Server, the M3 Server Software, two (2) Apple iPads (one per Test Bench utilizing the M3 License) and the wireless router.

RECIRCULATION SYSTEM

The Recirculation System recycles the test water used on the MARS Test Benches, maintaining volume and pressure to test all the meters at the recommended AWWA Specifications, per Table 5-3 of the current AWWA M6 Manual. The proposed System will operate both Test Benches concurrently.

The benefits provided by the Recirculation System include:

- Compliance with local, state and/or Federal laws and regulations as it reduces the chemicals released into the environment;
- An immediate reduction in consumption of test water;
- An immediate reduction in water dumped to waste after each test;
- Improved customer perception as the County sets an example for water conservation practices.

The MARS Recirculation System, would include an 850-Gallon polyethylene tank, supply and return pumps, all related piping, valves, VFD's and chlorination system.

INSTALLATION AND TRAINING

The On-Site Start-up with MARS Personnel includes training and installation supervision at your facility. We will allow four (4) days of bench set-up with the County's assistance. This does not include work on main electrical power supply / components, main water supply /

components or any building modifications that may be necessary. MARS Company is not responsible for permits or licensing related to the installation.

Those who participate in the training receive Certificates of Completion.

TERMS AND CONDITIONS

DeKalb County and MARS Company Standard Terms and Conditions apply as negotiated. A summary is as follows:

- Prices quoted are in US dollars (USD).
- The pricing does not include any taxes, duties or tariffs, if applicable.
- Pricing includes freight, handling and crating fees where listed. MARS Company will manage the shipping.
- Delivery is quoted as approximately 30 days after receipt of order (ARO).
- Any changes to the Projected Scope of Work will require an authorized Change Notice mutually agreed upon in writing between DeKalb County and MARS Company.
- The attached pricing is valid for sixty (60) days from the date of this Revision.
- MARS Company provides a 1-Year Warranty for the new equipment and services listed above.

The pricing for the DeKalb County Test Bench Systems Project is as follows:

Item	Description	Price
1	Series 2400 Test Bench (as described above)	\$ 115,005.28
2	Gravimetric Weight Scale System with M3 Enterprise Meter Management System Software License Fee (First Year) , Computer and Printer	included
3	10/100 Calibrated Stainless-Steel Duplex Test Tanks	included
4	Series 2400 Advanced Test Bench (as described above)	\$ 141,032.56
5	500-Gallon Calibrated Stainless-Steel Tank with Scale	\$ 19,018.00
6	Gravimetric Weight Scale System with M3 Enterprise Meter Management System Software License Fee (First Year) , Computer and Printer	included
7	10/100 Calibrated Stainless-Steel Duplex Test Tanks	included
8	850 Gallon Recirculation System (as described above)	\$ 63,250.96
9	Installation Assistance and Training with MARS Personnel (as described above)	\$ 39,525.00
10	Freight, Crating and Handling Fees	\$ 5,500.00
Project Pricing		\$ 383,331.80



M3 Enterprise Software - 2019 Product Configuration

License¹
& Maintenance Fees

Install &
Configuration
Services²

GRAND TOTAL ALL SYSTEMS

Systems = 2

Grand Total After All Discounts

Annual
\$52,528

One-Time³
\$0

Small or Medium or Truck Tester Size Bench (Up To 3" Meters)

Tiered Pricing Limit = Unlimited meters per 12 months

M3 Enterprise Software

Model Number(s): 71-02201-29; 72-0201-29;

Core Software Application & Platform Architecture

Advanced Connectivity Module

Custom Test, Reporting & Export Module

Advanced Scale & Control Module

Sub Total

\$8,320

\$8,320

\$8,320

\$8,320

\$33,280

M3 Enterprise Hardware

Server & Database Software

\$1,664

Install SW/HW, Onsite Training, System Configuration / Data Migration (Total 15 hours)²

Included

\$0

Sub-Total

\$34,944

\$0

Total License + Advanced Maintenance per System

\$34,944

One-Time
\$0

Introductory Advanced Scale & Control Module Discount Amount

(\$8,320)

Current M3 Legacy License Discount Amount

\$0

Multiple System-Single Site Discount Amount

(\$360)

Annual

One-Time
\$0

Total (Per System) After All Discounts

\$26,264

\$0

Total Number of Systems = 2

Grand Total Price (\$/M/T)

Annual
\$52,528

One-Time
\$0

Notes

¹Subscription billed annually in advance and (requires minimum 12 month term(s))

²Install pricing for TYPICAL configuration; Additional config & data migration services / hours billed separately

³Annual M3 Software subscription based upon unlimited or Tiered usage pricing; and in accordance with MARS Standard Terms and Conditions

⁴Introductory Scale System Discount valid for 1st year only

Legend

- Bold Text - Req'd for min. configuration

- Italics - optional configuration



DeKalb County
G E O R G I A



MARS Company Proposal

FEBRUARY 12, 2019



PROPOSAL OVERVIEW

SUMMARY

This document is to be used as an Addendum to the MARS Company Proposal dated December 12, 2018. The intent is to provide a total of five (5) years of MARS M3 Enterprise Software License Fees and maintenance coverage (MARS Calibration Certification (MCC)).

The Proposal dated December 12, 2018, includes the initial years License Fee and the MARS Standard Warranty. The Pricing Section includes the yearly schedule for both the M3 Annual License and the MCC fees.

A summary of details as related to the fees are as follows:

- MARS M3 Enterprise Software
 - The MARS M3 Enterprise Software is comprised of four important modules;
 - Core Platform Software Module: Architected for future connectivity, expandability and consistent feature updates
 - Advanced Connectivity Software Module: Less errors on data entry means less re-tests and less errors on report generation
 - Custom Test, Enhanced Reporting & Export Software Module: Ability to data search and filter data with compatible export formats to integrate with billing systems.
 - Advanced Scale & Control Software Module: Ability to securely communicate with the separately provided full-color, multi-touch display (MTD) for gravimetric weight-scale interpretation and to control automated functions of the test system.
 - DeKalb County receives all updates / fixes to the M3 Suite. This includes updates to all four (4) modules
 - DeKalb County receives new enhancements as part of the licensing fee. Current level is Version 3.x. 4.0 is expected to be released mid-year 2019.
 - The System includes, under the Connectivity Module, the Apple iPad for each Test Bench, the Router, Server and PC related hardware.
 - Additional details are attached.
- MARS Calibration Certification (MCC)
 - The MCC is in the Priority classification
 - Annual Scale Calibration for all scales provided by MARS Company
 - DeKalb receives Certificate of Calibration
 - Discount on parts
 - Multi-Level / Multi-Point checklist for all MARS components during service, maintenance, inspection
 - Includes all valves, checkpoints, rotometers
 - Alignment per factory specifications
 - Water leak(s)

- Annual training and certification for the meter testing operators
 - Each DeKalb Operator receives a Certificate of Completion
- Discounted rates for additional service calls – on-site
- 24x7 Remote Technical Assistance
 - Telephone, email, website
- Preventative Maintenance Procedures per factory specification

The objective is to ensure that the DeKalb County Meter Testing Facility (MTF) remains fully certified for the testing requirements as specified by the American Water Works Association (AWWA) and the AWWA M-6 Manual. In addition, the data derived from the MTF provides detail pertinent to the State of Georgia's Water Audit requirements.

The proposed system configuration will provide DeKalb County the ability to “grade” your meters (both existing and new meters), test more meters at a time, reduce the test time, generate highly accurate results (repeatable within ¼ of 1%) and certify your Operators by both training and assisting on the installation of the System. The result is increased productivity, more accurate meters and, most important, **increased recovered revenue**.

The Test Bench Systems, with the Gravimetric System, includes scales and is compliant with American Water Works Association (AWWA) standards and is traceable to NIST (National Institute of Standards and Technology) Handbook 44 specifications.

Many changes within the industry have occurred over the past few years, including:

- Technology requirements demanded by the User Community
- Meter Technology changes and enhancements provided by the meter manufacturers
- The demand for more data by the User Community, including meter reading statistics and facts for trending and analytics
- Technology within the computer and manufacturing sectors
- Reliance on the data provided by Meter Operations

MARS Company has strategically developed products and solutions to maintain our leading position in the Water Meter Test Bench and Meter Testing industry. Product development includes hardware and software enhancements, as well as placement of core industry talent and expertise along with programs to ensure the accuracy and integrity of your meter testing investment.

Water utilities are consistently challenged to improve operations, increase conservation efforts and provide safe, clean drinking water to their constituents in the most fiscally responsible manner. MARS Company genuinely understands the challenges faced by our customers and strives to provide new and innovative solutions to assist in meeting their needs.

Operations such as DeKalb County are investing in relational database billing systems and are constantly looking for easier ways of data manipulation and integration.

As a key component of the Gravimetric System, our MARS Meter Management (M3) Enterprise Software is the latest development allowing customers to easily harness the power of software

technology. The MARS Company M3 Software Packages provide both new and existing customers with the ability to capture valuable meter testing data based on their individual meter testing programs. Custom reporting, extensive data exporting features and browser-based access allow multiple departments the power of data analytics to improve customer service, implement operational improvements and make informed purchasing decisions.













Choosing the MARS M3 Enterprise Software to implement will improve outcomes for your customers while capturing operational efficiencies and data integration capabilities while rewarding employees in the accomplishment of their daily tasks. When you consider the changes observed you will conclude that you will receive significant benefits in selecting MARS M3 Enterprise Software Management System to better deliver services to their community while maximizing revenue recovery.

PRICING

Pricing Summary for Years 2, 3, 4 and 5

See next page.

Dekalb Proposal

		Year 2	Year 3	Year 4	Year 5	Totals
MARS Certification (MCC) - Annual	Small Bench/Mobile (Truck Tester)					
	Sub-Total MCC	\$17,364	\$18,233	\$18,144	\$20,103	\$73,844
MARS Certification (MCC) - Annual	Small Bench/Mobile (Truck Tester)					
	Sub-Total MCC	\$17,364	\$18,233	\$18,144	\$20,103	\$73,844
MARS Certification (MCC) - Annual	Small Bench/Mobile (Truck Tester)					
	Sub-Total MCC	\$17,364	\$18,233	\$18,144	\$20,103	\$73,844
Grand Total (no discounts)		\$17,364	\$18,233	\$18,144	\$20,103	\$73,844
MCC Multi-System Discount		\$1,823	\$1,823	\$1,823	\$1,823	\$7,292
MCC Multi-System Discount		\$1,823	\$1,823	\$1,823	\$1,823	\$7,292
Grand Total (including All Discounts)		\$15,541	\$16,410	\$16,321	\$18,280	\$67,554

- 1. MCC does not collect Personal Usage Fees
- 2. Minimum 1 Year System Contract and for 1st year only
- 3. All discounts are per year and repeat customers for the primary registered at respective discount category
- 4. All discounts are per year and repeat customers for the primary registered at respective discount category
- 5. MARS Certification (MCC) - Annual
- 6. Includes quantity at 1 customer and 1 unit per 12 months per 12 months
- 7. Fixed Pricing Schedule (MCC) - 1st / 2nd / 3rd / 4th / 5th / 6th / 7th / 8th / 9th / 10th / 11th / 12th

MARS Standard Terms and Conditions

The Terms and Conditions negotiated by DeKalb County and MARS Company apply.

PROPOSAL ACCEPTANCE

The proposal outlined above is acceptable to as agreed upon and accepted below:

ACCEPTED BY:

Authorized Signature

Printed Name

Title

Date

MARS CALIBRATION CERTIFICATION & MAINTENANCE



The key benefits of the MARS Calibration Certification¹ (MCC) and Annual Maintenance Programs include:

Manage Costs While Maximizing Service Quality

Equipment Accuracy & Dependability



Maintenance, Support & Certification

Independent, 3rd Party Certification



3 Program Tiers & Optional Offerings

All tiers include 24/7 remote technical assistance



Summary of Key Features include:

Summary of MARS Calibration Certification Tiers

Calibration Services	Tiers		
	Basic	Priority	Critical
Calibration Certification Point-Inspection Services			
Check & Calibrate: Carrier, Spacer Bar & Pin System Alignments to Factory Specs.	8-pt.	8-pt.	8-pt.
Clean & Calibrate Operational Sensitivity for Rotameter Assembly	5-pt.	5-pt.	5-pt.
Valves, Adapters & Gaskets Inspection	5-pt.	10-pt.	10-pt.
Water Leak Checklist	5-pt.	10-pt.	10-pt.
Hydraulic Actuators Pressure & Leak Cycle Time Inspection		6-pt.	6-pt.
Blender Schematic Function Test & Performance Inspection		6-pt.	6-pt.
Hardware Services			
Equipment Calibration, Accuracy and Dependability Certification	Yes	Yes	Yes
Factory Preventative Maintenance Procedures	Yes	Yes	Yes
20% Parts Discount	Yes	Yes	Yes
90-Day Parts Warranty	Yes	Yes	Yes
Scale(s) Recalibration (MARS and Weigh-Tronix)		Yes	Yes
Priority Phone and E-mail Support		Yes	Yes
Repair and Return of Defective Devices		Yes	Yes
Advance Hardware Replacement		Yes	Yes
On-Site Maintenance Next Day			Yes
Support Services			
Remote Technical Assistance	Yes	Yes	Yes
24/7 Remote Technical Assistance		Yes	Yes
Priority Return Service Calls		Yes	Yes
Discounted Rate for Extra Service		Yes	Yes
Emergency Service Calls Support			Yes
Knowledge Services			
Instructor On-Site Training		Yes	Yes
Self-Study Courses		Yes	Yes
Additional Instructor On-Site Training			
Motor Test Training			
Network Services			
Subject Matter Expert/IAC Specialist			
Test Bench Audit			
		Optional	



¹ MCC Begins After Included Warranty Expiration

MARS CALIBRATION CERTIFICATION DATA SHEET

See attached information



MARS Calibration Certification



**Ensure Equipment Accuracy and Dependability
Through MARS Independent, Third-party Certification**



MARS Calibration, Maintenance and Support Program (MCC~MARS Calibration Certification) is the industry's first independent equipment accuracy and calibration certification solution designed specifically for the waterworks industry. In a dynamic, competitive business climate, customer quality of experience is critical to success. Quality of experience depends on high standards of test bench accuracy, reliability, and performance, which require exceptional maintenance and support of your water meter testing resources. The MARS Calibration, Maintenance and Support Program (MCC~MARS Calibration Certification) offers three defined program tiers and numerous optional service offerings, enabling you to choose the support options you need. Overall, MARS Calibration Certification helps you manage costs while maximizing service quality. With MARS

Calibration Certification maintaining accuracy you can protect both MARS and selected third-party equipment with technical assistance, preventative maintenance, spares management and on-site maintenance. Not only is the equipment upkeep essential, but ensuring all operators are fully trained on meter testing practices and procedures is critical. In addition, the MARS Test Bench System, coupled with key operator training and M3 Report Generation, will provide a meter testing facility with the ability to provide independent accuracy certification reports directly to the Courts or questioning customers.



SB 555 Compliant



MARS Calibration Certification

Flexible Program Choices

MARS Calibration Certification offers pre-packaged maintenance tiers that simplify the selection of maintenance services to support your network operations, equipment and software. It is available in three pre-packaged maintenance tiers, from Standard to Premier. Any maintenance tier may be customized by selecting additional service offerings from our maintenance and support portfolio. All tiers include 24/7 remote technical assistance, MARS Annual Hardware Certification, Routine Preventative Maintenance, 20% Parts Discount and a 90 Day Parts warranty. Whether you need support to complement your existing resources or comprehensive coverage with outsourced operations, there's a MARS Calibration Certification solution to protect your water meter testing resources.

Summary of MARS Calibration Certification Tiers

Calibration Certification Point-Inspection Services	Tiers		
	Basic	Priority	Critical
Check & Calibrate: Carrier, Spacer Bar & Pin System Alignments to Factory Specifications	8-pt.	8-pt.	8-pt.
Clean & Calibrate Operational Sensitivity for Rotameter Assembly	5-pt.	5-pt.	5-pt.
Valves, Adapters & Gaskets Inspection	5-pt.	10-pt.	10-pt.
Water Leak Checklist	5-pt.	10-pt.	10-pt.
Hydraulic Actuators Pressure & Leak Cycle Time Inspection		6-pt.	6-pt.
Bleeder Solenoid Function Test & Performance Inspection		6-pt.	6-pt.
Hardware Services			
Equipment Calibration, Accuracy and Dependability Certification	Yes	Yes	Yes
Factory Preventative Maintenance Procedures	Yes	Yes	Yes
20% Parts Discount	Yes	Yes	Yes
90-Day Parts Warranty	Yes	Yes	Yes
Scale(s) Recalibration (MARS and Weigh-Tronix)		Yes	Yes
Priority Phone and E-mail Support		Yes	Yes
Repair and Return of Defective Devices		Yes	Yes
Advance Hardware Replacement		Yes	Yes
On-Site Maintenance Next Day			Yes
Support Services			
Remote Technical Assistance	Yes	Yes	Yes
24/7 Remote Technical Assistance		Yes	Yes
Priority Return Service Calls		Yes	Yes
Discounted Rate for Extra Service		Yes	Yes
Emergency Service Calls Support			Yes
Knowledge Services			
Instructor On-Site Training		Yes	Yes
Self-Study Courses		Yes	Yes
Additional Instructor On-Site Training			
Meter Test Training			
Network Services			
Subject Matter Expert/TAC Specialist			
Test Bench Audit			

Optional

Note: All specifications subject to change without notice

Revision: 6-12-2017

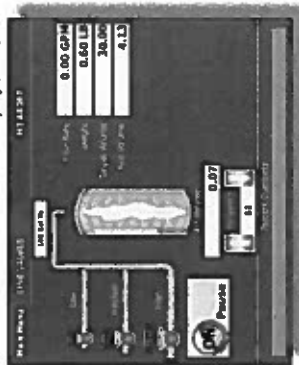
MARS M3 ENTERPRISE SOFTWARE SUITE

See attached information

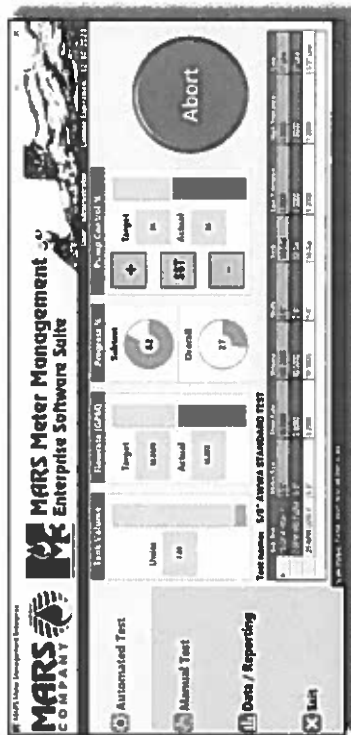


Advanced Scale and Control System

Advanced Scale Multi-Touch Display (MTD)



- **Advanced Scale Capability**
 - Full Color Touchscreen For Increased Ease of Use
 - Advanced Interpretation of Weight Transmitter Data
 - Compatible With Avery Weigh-Tronix & Other Scales
 - Includes New Software Updates
- **Enhanced Control For Other External Systems**
 - All Automated Valves
 - Water Temperature Correction To Ensure Accuracy
 - Support For Future Control System
- **Adaptability For Special Config. Requirements**
 - Remote Online Software Updates
 - Advanced Online Troubleshooting
 - Expandable, Module Design

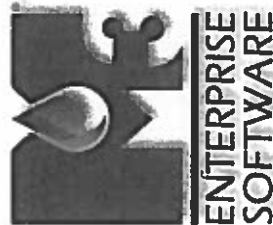


M3 Support Plans

Included Features		Annual Subscription	
		Basic	Advanced
M3 Enterprise Software	Maintenance updates and fixes	✓	✓
Server Software & Hardware	Regular product upgrades and feature enhancements	✓	✓
Cloud Connectivity	Unlimited new feature enhancements	✓	✓
Best in Class Support	Hardware maintenance for all M3ES-owned A3 hosting servers	✓	✓
	Software updates and enhancements for A3 Database	✓	✓
	Redundant hard-drive data storage	✓	✓
	Access cloud webpages and mobile apps (when available)	✓	✓
	Access to Email and Chat support	✓	✓
	Access to Phone support	✓	✓
	Access to Onsite support (Level 1 request)	✓	✓
	Priority access support (Level 2 request)	✓	✓
	24-hour telephone response time	✓	✓

Note: All specifications subject to change without notice.

MARS Company • 3925 SW 13th Street • Ocala, FL 34474 • marswater.com

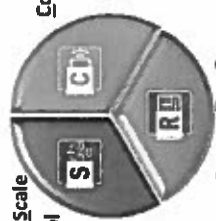


2018 Version 3.0



Advanced Scale & Control

Optional Modules



Custom Test & Reporting

Core Platform



The Industry's ONLY Enterprise-grade Software Suite Designed Specifically for Water Meter Testing

For over 30 years MARS Company has proven itself in the waterworks industry as the leader in providing custom designed and fabricated Meter Testing Systems. With over a century of combined experience, MARS Company takes pride in its commitment to consistently evaluate market trends and customers needs.

Water utilities are consistently challenged to improve operations, increase conservation efforts and provide safe, clean drinking water to their constituents in the most fiscally responsible manner. MARS Company genuinely understands the challenges faced by our customers, and strives to provide new and innovative solutions to assist in meeting their needs.

MARS Company's New Meter Management (M3) Enterprise Software is the latest development allowing customers to easily harness the power of software technology. The MARS Company M3 Software Packages provide both new and existing customers with the ability to capture valuable meter testing data based on their individual meter testing programs. Custom reporting, extensive data exporting features and browser based access allow multiple departments the power of data analytics to improve customer service, implement operational improvements and make informed purchasing decisions.

Features & Benefits

- Run Unmanned Tests To Increase Efficiency And Reduce Errors
- Integration With Other Enterprise Network Systems (ERP Systems)
- Designed To Be Used With Hand held Tablet Devices For Ease Of Data Input
- Automated Operation Eliminates Operator Errors
- Perfect For Small And Scalable For Regional Test Facilities
- Expedite Customer Svc. Inquiries
- Generate Custom Reports For Legal Litigation
- Easy For IT To Manage
- AWWA M6 Standards Compliant

Optional Software Module Features & Benefits

Scale & Control

- Full Color, Multi-Touch Display For Increased Ease of Use
- Advanced Interpretation of Weight Transmitter Data
- Compatible With Avey Weigh-Tronix & Other Scales
- Enhanced Control For Other External Systems
- Optional Water Temperature Connection To Ensure Accuracy
- Remote, Online Software Updates
- Remote Diagnostics
- Expandable, Modular Design

Connectivity

- Enhanced Interface For Multi-Bench Configurations
- iPad (Included) For Wireless Remote Access & Easy Data Entry
- Local & Remote Web Browser Interface For Administration & Reporting
- Multi-User Role-Based Access To Program And Database
- Native Handheld Tablet Support
- WPA2 Secure Wireless Connection
- Data Local & Remote Single Admin
- Multi-Bench, Single Network Database

Custom Test & Reporting

- Improved Custom Test Capability
- Expanded Data Backup Capability
- Automated Test Filtering
- Reports Generation Enhancement
- Export Multiple Reports With Custom Filtering
- Batch Export - Historical Data
- Enhanced Testing Protocols
- Auto-Filter Meter Drop Down
- Formats: docx, pdf, xlsx
- Self-Check Option During Test
- Individual Meter Reporting Capability

Bold Text Indicates New / Enhanced Features



Mobile

Small

Large

Core Platform Software Features

- Advanced Scale and Control Module Integration
- Auto Populate Meter Data Entry Fields
- System-Wide, Enhanced Security & Encryption
- Enhanced Mobile-Mounted Systems Support
- User Interface Improvements
- Custom Input Fields Support
- HTTPS/SSL Connection for Secure Reporting and Data
- Auto-populate Previous Meter in New Record
- High Performance Web Interface to Generate SQL Backup
- Increased Reporting and Auditing Capabilities
- Dynamic, Real-time User Interface Display Enhancements
- Enhanced, SCADA-Compliant Core Architecture Capability
- Program Expandable for Future Features
- Windows Compatibility - Win7/8/10+
- Database Stored Locally, Flexible for Future Use/Feature
- API Based Architecture
- Single User Support
- Standard Report Generation
- Optional Multi-Bench Support With Connectivity Module
- Standard AWWA Test Templates

Frazier, Angel M.

From: Killingbeck, Marketa H
Sent: Friday, July 27, 2018 4:24 PM
To: Frazier, Angel M.
Cc: Stroman, Valencia D.
Subject: RE: MARS Test, Rotork, Insource

Mr. Wells agrees with Law and would like to see a 5 year term.

Marketa H. Killingbeck, MBA

Project Coordinator

DeKalb County Department of Watershed Management

1580 Roadhaven Drive
Stone Mountain, Georgia 30083
mhkillinglebeck@dekalbcountyga.gov

770-621-7281
404-328-5859
DeKalbCountyGA.gov



DeKalb County
GEORGIA



From: Frazier, Angel M.
Sent: Friday, July 27, 2018 9:33 AM
To: Killingbeck, Marketa H <mhkillinglebeck@dekalbcountyga.gov>
Cc: Stroman, Valencia D. <vstroman@dekalbcountyga.gov>
Subject: RE: MARS Test, Rotork, Insource

Let me know the response again for the MARS Test Bench System. Thank you.

From: Frazier, Angel M.
Sent: Tuesday, July 24, 2018 2:50 PM
To: Stroman, Valencia D. <vstroman@dekalbcountyga.gov>
Cc: Killingbeck, Marketa H <mhkillinglebeck@dekalbcountyga.gov>
Subject: RE: MARS Test, Rotork, Insource

He can sign and make any necessary comments.

From: Stroman, Valencia D.
Sent: Tuesday, July 24, 2018 2:23 PM
To: Frazier, Angel M. <amfrazier@dekalbcountyga.gov>
Cc: Killingbeck, Marketa H <mhkillinglebeck@dekalbcountyga.gov>
Subject: MARS Test, Rotork, Insource
Importance: High

Hi Angel,


Does Mr. Wells need to sign the pink slip first or wait? Thanks.

Best Regards,
Valencia D. Stroman

Fiscal Assistant

DeKalb County Department of Watershed Management

1580 Roadhaven Drive
Stone Mountain, Georgia 30083
vstroman@dekalbcountyga.gov

 770-621-3530
 [DeKalbCountyGA.gov](mailto:vstroman@dekalbcountyga.gov)

