

**City of Simi Valley  
Staff Report**

February 23, 2026

**To:** Board of Directors, Ventura County Waterworks District No. 8

**From:** Public Works Department  
Ron Fuchiwaki, Public Works Director

**Subject:** Authorization to waive the bidding process pursuant to the Simi Valley Municipal Code, award a contract to OW Investors LLC dba MARS Company for the MARS M3 Software subscription, and ratification of payment

**Staff Recommendation**

It is recommended that the Board of Directors:

1. Find that the MARS M3 Software subscription is necessary to maintain uniformity and compatibility with the Ventura County Waterworks District No. 8's (District) existing water meter test bench and determine that OW Investors LLC dba MARS Company (MARS) is the sole source for this software; and,
2. Waive competitive bidding procedures set forth in Simi Valley Municipal Code Chapter 9 and award a contract (Attachment A) to MARS for the MARS M3 Software subscription in the amount of \$56,406 for a five (5) year period; and,
3. Ratify a \$16,125 payment previously made to MARS (Attachment B).

**Background**

When the District initially procured the water meter test bench from MARS in May 2018, the acquisition was conducted through a competitive process that resulted in the selection of MARS as the vendor. The test bench system provided by MARS is a fully integrated, computer-operated unit with touch-screen controls, test protocol memory, and report-generation capabilities. Its operation relies on MARS's proprietary M3 software, which is designed specifically for this equipment and requires an ongoing subscription.

Because the M3 software is the only software compatible with the District's existing MARS-manufactured water meter test bench, MARS is now the sole provider capable of supplying the required software subscription. As a result, while competitive bidding occurred during the original acquisition, the current software subscription is necessarily a sole-source procurement due to the proprietary nature of the M3 system and its exclusive compatibility with the test bench.

The District has subscribed to the M3 software for the past eight years, with a total expenditure of \$71,447. In accordance with the Simi Valley Municipal Code (SVMC) Section 2-9.110(a), the five-year contracting limit has been reached, and future subscriptions require Board approval.

**Discussion**

On March 10, 2025, the District received a proposal from MARS for \$16,125 to extend the M3 software subscription for an additional year. Staff processed the payment, but purchasing flagged it due to the contracting limits established in the SVMC. To avoid a lapse in service while a staff report was being prepared for Board consideration, the District Manager authorized staff on October 9, 2025, to process the payment, pending Board ratification.

On November 14, 2025, the District received a five-year proposal from MARS for the M3 software totaling \$56,406. The multi-year proposal provides licensing through 2030 and offers substantial savings compared to annual renewals, averaging \$11,281.20 per year. Under the five-year agreement, the City is expected to realize approximately 40% in savings.

Given MARS' familiarity with the water meter test bench, its status as an exclusive supplier and administrator, and the fact that no other vendor is authorized or technically capable of providing a compatible software subscription for the District's existing equipment, conducting a competitive bidding process would not produce any public benefit. Therefore, this agreement qualifies for the bidding procedure exception in (SVMC) Section 2-9.201(e).

The Waterworks budget (Fund 761) includes \$42,200 for meter reading software subscriptions in FY 2025-26, with similar appropriations anticipated in subsequent years. Funding for the proposed contract with MARS is contingent upon Board approval of the FY 2026-27 through FY 2030-31 Public Works operating budgets.

**Financial Impact**

The total cost is \$72,531, \$56,406 for the five-year contract and \$16,125 for a ratified payment. The first-year cost of \$26,538, including the ratified payment, was budgeted in the FY 2025-26 Adopted Budget within the Waterworks operating budget. Funding for Years 2 through 5 will be requested through the City's annual budget process for City Council consideration.

**City Council Priority**

This Project supports the Reliable Infrastructure Pillar of Excellence.

**Suggested Motion**

I move to:

1. Find that the MARS M3 Software subscription is necessary to ensure uniformity and compatibility with the District's existing water meter test bench and determine that MARS is the only source for such software; and,
2. Based upon such findings, waive bidding requirements and award a contract to MARS for the MARS M3 Software subscription in the amount of \$56,406 for a five (5) year period; and,

3. Ratify payment previously made to MARS.

**Summary**

In May 2018, District No. 8 contracted with MARS to provide a water meter test bench used to verify water meter accuracy. The test bench is computer-operated, with touch screen controls, test protocol memory, and report-generation capabilities. The meter test bench computer software, M3, is proprietary to MARS and requires an annual subscription. Staff recommends that the Board of Directors find that the MARS M3 Software subscription is necessary to ensure uniformity and compatibility with the District's existing water meter test bench and determine that MARS is the only source for such software, based upon such findings, waive bidding requirements and award a contract to MARS for the MARS M3 Software subscription in the amount of \$56,406 for a five (5) year period, and ratify a \$16,125 payment previously made to MARS.

**Prepared by:** Matt Mckenna, Senior Management Analyst

**Attachments:**

Attachment A – Contract

Attachment B – Previous Payment

## AGREEMENT NO. 3260067 Services Agreement

CONTRACTOR: OW INVESTORS LLC DBA MARS COMPANYDATE MAILED: FEBRUARY 23, 2026

Below you will find a checklist relating to Insurance and other requirements that are required for doing business with the City of Simi Valley. Only those items checked-off are MANDATORY, however if your standard policies exceed the minimum requirements please include. Commercial general liability insurance must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88, or equivalent. The amount of insurance set forth below will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name the City, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

- Comprehensive General Liability, including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
- Auto Liability, including owned, non-owned and hired vehicles with at least:
- \$500,000 per occurrence.
- \$1,000,000 per occurrence.
- As required by State Statutes. A copy of your current policy must be submitted naming yourself and or your company.
- Workers' Compensation Insurance: as required by State Statutes (Not needed if Self-employed with no employees and CONTRACTOR signs statement to this effect) and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- Errors & Omissions or Malpractice or Professional Liability: depending on type of contract/service. At least \$1,000,000 per occurrence.
- Business License: The CONTRACTOR must have a current City of Simi Valley license on file at City Hall or purchase said license (at no cost to the City).

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

The minimum insurance requirements and limits of these requirements do not in any way represent or imply that the minimum insurance coverage required is sufficient to cover the Contractor's obligations under this Agreement. The indemnity obligations in this Agreement are not in any way limited by the minimum insurance requirements contained in this Agreement. The defense and indemnity obligations shall survive the termination or completion of this Agreement and are independent of and not in any way limited by the insurance requirements of this Agreement.

**PLEASE NOTE: ALL APPLICABLE INFORMATION LISTED ABOVE MUST BE OBTAINED AND ON FILE, PRIOR TO THE ISSUANCE OF A CITY PURCHASE ORDER BEING SENT TO YOU (VIA EMAIL OR HARD COPY) BY THE RISK MANAGER/PURCHASING AGENT, THUS AUTHORIZING COMMENCEMENT OF WORK FOR THE CITY.**

Submitted by (complete all blanks):

**COLOR COPY REQUIRED BACK TO THE CITY**

Company Name: OW INVESTORS LLC DBA MARS COMPANY	By (Print name & title): JEFF BUTT, VP OF OPERATIONS
Company Street Address: 3925 SOUTHWEST 13 <sup>TH</sup> STREET	Vendor's Authorized Signature required:
City, State, Zip: OCALA, FL 34474	Date signed:
Phone: (352) 414-7710	Agreement Date & Expiration Date: FEBRUARY 23, 2026 to FEBRUARY 22, 2031
Services Rendered: MARS M3 SOFTWARE SUBSCRIPTION	Agreement Amount: \$56,406

Originator/Department Contact: Raul Escobar Date initiated: \_\_\_\_\_

Department Head Review: \_\_\_\_\_ City Manager Approval: \_\_\_\_\_

Return the original fully executed form to the City Clerk's office

Attach: Scope of Services  
Schedule of Fees

1.GENERALLY. The materials, supplies, or services (collectively, "Purchase") covered by this purchase order ("order") must be furnished by Seller subject to all the terms and conditions contained in this order which Seller, in accepting this order, agrees to be bound by and comply with in all particulars. No other terms or conditions are binding upon the parties unless subsequently agreed to in writing. Written acceptance or shipment of all or any portion of the Purchase covered by this order constitutes unqualified acceptance of all terms and conditions in this order. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specified the Purchase ordered, the price, and the delivery, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2.INSPECTION. The Purchase furnished must be exactly as specified in this order, free from all defects in Seller's performance, design, workmanship, and materials, and, except as otherwise provided, is subject to inspection and test by City at all times and places. If, before final acceptance, any Purchase is found to be incomplete, or not as specified, City may reject it, require Seller to correct it without charge, or require delivery of such Purchase at a reduction in price that is equitable under the circumstances. If seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller bears all risks as to rejected Purchases and, in addition to any costs for which Seller may become liable to City under other provisions of this order, must reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted Purchases. Notwithstanding City's acceptance of any Purchase, Seller is liable for latent defects, fraud, or such gross mistakes as constitute fraud.

3.CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

4. TERMINATION. City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

5.TIME EXTENSION. City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

6.REMEDIES CUMULATIVE. City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

7.TITLE. Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

8.PAYMENT. City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order. Drafts will not be honored.

9.INDEMNIFICATION. Seller agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance, except for such loss or damage arising from City's sole negligence or willful misconduct. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. It is expressly understood and agreed that the foregoing provisions will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

10.WARRANTY. Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

11.ASSIGNMENT. City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

12.INSURANCE. Seller must provide the insurance indicated on the face sheet of this order.

13.PERMITS. Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

14.INDEPENDENT CONTRACTOR. City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which is it performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means that Seller will follow the direction of the City as to end results of the work only.

15.WAIVER. City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

16.INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

**MARS**<sup>®</sup>  
COMPANY



# Proposal for City of Simi Valley



Prepared on March 10, 2025

# Table of Contents

## Proposal Overview

Summary

Budgetary Pricing: Summary

Proposal Acceptance

Budgetary Pricing - Option A

    M3 Configuration

    M3 & MCC - Multi-Year Options

Budgetary Pricing - Option B

    M3 Configuration

    M3 & MCC - Multi-Year Options

Proposed System Configuration Description

    MARS Meter Management (M3) Enterprise Software

    MARS Calibration Certification and Maintenance Support Program (MCC)

    MARS Total Advantage Bundled (TAB) Solution

## Appendices

Appendix I – MARS Test Bench Systems Brochure

Appendix II – MARS M3 Enterprise Software Brochure

Appendix III – MARS Calibration Certification (MCC) Data Sheet

Appendix IV – MARS Total Advanced Bundle Solution (TAB) Data Sheet

Appendix V – MARS General Terms and Conditions

Appendix VI – MARS Calibration Certification (MCC) and Maintenance Service Agree...

# Proposal Overview

## Summary

On behalf of MARS Company, we are providing this proposal to renew the City of Simi Valley's MARS M3 Software.

The MARS Enterprise Software, the cornerstone of the Test Bench System, offers operational control, serves as a database repository for all test results, and powers the reporting engine for water meter test analytics.

This M3 Software Annual Subscription expires on August 20, 2025. The attached price schedule provides for the City of Simi Valley review of a one-year annual renewal of this Subscription and an option for a five (5) Year Schedule, which includes Multi-Year and Beta -Test & Reference Discounts.

Based on our discussions, we are providing the following recommendations for your review:

- Changing the Annual Renewal from a Core Unlimited License to a Tier 1 (1000 annual meter tests) M3 Enterprise Advanced Software Suite for the Series 1000 Test Bench.
- Software License and Maintenance Fees for One (1) Year and Five (5) year options. A 5-Year Agreement is required to receive the Beta-Test & Reference Discounts.

MARS Company thanks you for providing this opportunity to be of service.

## Terms and Conditions Summary

MARS Standard Terms and Conditions apply and are attached.

A summary of the Standard Terms and Conditions is as follows:

- Prices quoted are in US dollars (USD).
- The pricing does not include any bonding fees, taxes, duties or tariffs, if applicable.
- MARS Company provides a 1-Year Warranty for the new Equipment and services.
- Pricing does not include permits or other applicable fees. MARS Company is not responsible for permits.
- **The above pricing is valid for 30 days from the date of this proposal.**
- Any changes to the Projected Scope of Work (SOW) will require an authorized Change Order mutually agreed upon in writing between the Customer and MARS.
- MARS Company is selling proposed products directly to the end-user. All end-users are prohibited from reselling MARS products.

In the event of any conflict between the summary above and the MARS Standard Terms and Conditions, the MARS Warranty, Standard Terms and Conditions ("MARS T&C") will govern and control. In addition, 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.

## Proposal Acceptance

This proposal is NOT intended to be a contract or commercial agreement between you and MARS Company. We would be pleased to provide you a proposed commercial contract based on your requirements and feedback in a separate document.

Please contact your account representative as they would be delighted to have the necessary documentation prepared for your consideration.

# Proposed System Configuration Description

## MARS Meter Management (M3) Enterprise Software

Our new 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.

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.

Choosing 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.

The MARS Company M3 Meter Management Enterprise Software Suite is priced on an annual subscription-based license with the first-year license fee included as part of the System. Annual subscription-based license fees (all software upgrades, support and maintenance are included with the annual subscription license fee) will be required and the fee schedule is attached.

## **MARS Calibration Certification and Maintenance Support Program (MCC)**

MARS Calibration Certification and Maintenance Support Program (MCC) is the first independent equipment accuracy and calibration certification solution designed for the waterworks industry. In addition, MARS offers the industry's only AWWA/ISO C715-18 equipment compliance inspection and certification\*. MARS MCC is an optional service offering that is quoted as a part of this proposal or separately, as required.

In a dynamic, competitive business climate, quality customer experience is critical to success. Quality of experience depends on high standards of test bench accuracy, reliability, and performance. All of which require exceptional maintenance and support of your water meter testing resources.

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, software upgrades\*, preventative maintenance, spares management and on-site maintenance.

Equipment upkeep is essential, but ensuring all operators are fully trained on meter testing practices and procedures is critical as well. The MARS Test Bench System, coupled with key operator training and M3 Report Generation\*, will allow a meter testing facility the ability to provide independent accuracy certification reports directly to the Courts or questioning customers.

\* If so equipped.

## **MARS Total Advantage Bundled (TAB) Solution**

Introducing MARS' latest bundled solution, meticulously crafted to streamline your operations and elevate efficiency: MARS Total Advantage Bundled Solution (TAB). A comprehensive package that combines essential test bench equipment, M3 Enterprise Software, and Maintenance Calibration and Certification (MCC) services, this integrated approach promises unparalleled convenience, bolstering your testing program with increased savings, efficiency, and productivity.

With MARS Total Advantage Bundle, you can enjoy significant cost savings and a wide array of service offerings compared to purchasing each item separately. Expert consulting is included at no additional cost, along with M3 Enterprise Software's enhanced support, discounted service rates, and superior support for Equipment Calibration Certification, Maintenance, and Support services. MARS' customized customer portal provides centralized access for billing, training, and support, while customized management reports and analytics offer invaluable insights into your operations.

MARS Total Advantage Bundle unlocks a host of exclusive benefits, including enhanced training and certification programs, early access to new product features, and prioritized development of new software features. With remote diagnostics and monitoring capabilities, troubleshooting becomes seamless, ensuring minimal disruptions to your workflow.

MARS TAB is subject to meeting eligibility qualifications.

# Appendices

## **Appendix I – MARS Test Bench Systems Brochure**

[https://marswater.co/MARS\\_TB\\_brochure](https://marswater.co/MARS_TB_brochure)

## **Appendix II – MARS M3 Enterprise Software Brochure**

[https://marswater.co/M3\\_brochure](https://marswater.co/M3_brochure)

## **Appendix III – MARS Calibration Certification (MCC) Data Sheet**

[https://marswater.co/MCC\\_datasheet](https://marswater.co/MCC_datasheet)

## **Appendix IV – MARS Total Advanced Bundle Solution (TAB) Data Sheet**

<https://marswater.com/tab>

## **Appendix V – MARS General Terms and Conditions**

[https://www.marswater.com/tc\\_0824](https://www.marswater.com/tc_0824)

## **Appendix VI – MARS Calibration Certification (MCC) and Maintenance Service Agreement**

[https://www.marswater.com/mcc\\_0225](https://www.marswater.com/mcc_0225)



Proposed By:	Bill To:	Ship To:	Order Form:	
MARS Company	City of Simi Valley ("Customer")	City of Simi Valley	Quote #:	111425SIMI
Attn: Mike Morgan	Attn: Oscar Guzman Ibarra	Attn: Oscar Guzman Ibarra	Proposal Date:	11/14/2025
E: <a href="mailto:mmorgan@marswater.com">mmorgan@marswater.com</a>	E: <a href="mailto:oguzman@simivalley.org">oguzman@simivalley.org</a>	E: <a href="mailto:oguzman@simivalley.org">oguzman@simivalley.org</a>	Proposal Expires:	12/13/2025
3925 SW 13th Street	600 West Los Angeles Avenue	600 West Los Angeles Avenue	Total Price:	\$56,406
Ocala, Florida 34474	Simi Valley, CA 93065	Simi Valley, CA 93065		
W: (352) 843-9014	W: (805) 583-6478	W: (805) 583-6478		

## ORDER FORM

### Terms and Conditions

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

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

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

### 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 Simi Valley

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

Name: Oscar Guzman Ibarra

Title: Field Services Supervisor

Date:

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

Schedule 1 - Price Summary

City of Simi Valley Proposal

				CY 2026 <sup>13</sup>	
		Qty	Model Number	Annual Fee <sup>10</sup>	One-Time Fee <sup>9</sup>
Software	<b>MARS M3 Enterprise Software</b>				
	<ul style="list-style-type: none"> <li>➤ Series 1000 Test Bench System - CORE MODULE ONLY</li> <li>➤ Annual Subscription Term License<sup>10,15</sup></li> </ul>	1	71-42200-26	\$16,932	
Sub-Total				\$16,932	
TAB Bundle	<b>MARS Total Advantage Bundle (TAB) Solution - (\$60,000+ Value): Qualification<sup>3</sup>: Not Eligible</b>				
	<ul style="list-style-type: none"> <li>➤ <b>Save Money:</b> Significant Cost Savings &amp; Enhanced Service Offerings</li> <li>➤ <b>Increased Efficiency &amp; Productivity:</b> Expert Consulting Included at No Additional Cost</li> <li>➤ <b>Bundled Enhanced Support Offering:</b> M3 Enterprise, Equipment &amp; Services Enhanced Support</li> <li>➤ <b>Customer Portal:</b> Centralized View of MARS Billing, Support &amp; Training</li> <li>➤ MARS TAB is Subject to Meeting Eligibility Requirements</li> </ul>	1	11-11111-11	Not Currently Eligible	
Sub-Total					

<b>Sub Grand Total</b>	<b>\$16,932</b>
------------------------	-----------------

<b>Grand Total</b>	<b>\$16,932</b>
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<b>5-Year Agreement</b>	M3 Beta Test & Reference (Category I) Discount Amount <sup>3</sup>	(\$6,519)
	<b>M3 Enterprise Annual Software Maintenance &amp; Support</b>	\$10,413
	<b>First Year Grand Total (Including Any Applicable Discounts)<sup>5,9,11,12</sup></b>	<b>\$10,413</b>
	First Year Total Discounts Included <sup>3</sup>	\$6,519
	First Year Discount % <sup>3</sup>	39%

Notes:

- 3- All Discounts and Bundle Eligibility are year to year and require customer to be actively engaged in respective discount category.
- 5- MARS General Terms and Conditions apply to this proposal. All pricing is in US Dollars (USD).
- 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.
- 15- Annual M3 Software License Type: On-premise Subscription Term 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.
- 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 Simi Valley Proposal



STANDARD vs MULTI-YEAR DISCOUNTED PRICING - PAYMENT TERMS										
M3 ENTERPRISE SOFTWARE										
Equipment	Contract Options	Multi-Year Contract Discount <sup>8</sup>	M3 - 2026	2027	2028	2029	2030	5-Year Sub-Total	5-Year M3 Savings <sup>9</sup>	Compounded Savings % <sup>9</sup>
(1) Series 1000 Test Bench System	M3, 5-Year Agreement, Annual Pay	1%	\$ 10,413	\$ 10,830	\$ 11,264	\$ 11,715	\$ 12,184	\$ 56,406	\$ 37,164	39.72%

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  
 8-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]).  
 9- Compared to non-contracted 1-year agreement amount.

Total Contract Price: \$56,406

**Schedule 2 - Equipment List**

**Equipment List:**

**Asset Warranty and Ownership:**

**Asset Warranty and Ownership**

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

**Notes:**

- 1 - Ownership is conveyed per T&Cs
- 2 - Consumables including Ink, Paper, etc is Customer responsibility at all times
- 3 - Included only with optional Connectivity Module
- 4 - Included only with Mobile Test System
- 5 - Includes Test Bench hardware, Advanced Scale and Control System (Console and Unitronics Scale hardware)

Schedule 3 - Software and Services List



<b>M3 Enterprise Software &amp; Test Bench Hardware Subscription 2026 Product Configuration</b>		License <sup>1</sup> & Maintenance Fees
<b>GRAND TOTAL ALL SYSTEMS</b>	<b># of Systems =</b>	<b>1</b>
	<b>Grand Total After All Discounts</b>	<b>\$ 10,413</b>

<b>Small Meter Test Bench System - Series 1000</b>		
<b>M3 Enterprise Software</b> <sup>3,5</sup>	Model Number(s): 71-42200-26	
➤ Core Software Application and Platform Architecture		\$ 14,109
➤ Advanced Connectivity Module		<i>Not Purchased</i>
➤ Custom Test, Reporting, and Export Module		<i>Not Purchased</i>
➤ Advanced Scale & Control Module		<i>Not Purchased</i>
	<b>Sub-Total</b>	<b>\$ 14,109</b>
<b>M3 Enterprise Hardware</b>		
➤ Server & Database Software		\$ 2,823
	<b>Sub-Total</b>	<b>\$ 16,932</b>
	<b>Total License + Advanced Maintenance per System</b>	<b>\$ 16,932</b>
	<b>M3 Beta Test &amp; Reference (Category I) Discount Amount</b>	<b>\$ (6,519)</b>
	<b>Total (per System) After All Discounts</b>	<b>\$ 10,413</b>
	<b>Total Number of Systems =</b>	<b>1</b>
	<b>Grand Total Price</b>	<b>\$ 10,413</b>

**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.
- 4- Annual M3 Software License Type: On-premise Subscription Term License with unlimited usage in accordance with MARS Warranty, Standard Terms and Conditions ('Terms').
- 5- Software License and Maintenance Fees for One (1) Year.

**Legend**

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

**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.

**Attachment B**  
**Invoice**

#INV6817

Invoice Date: 3/14/2025

Due Date: 8/20/2025



OW Investors, LLC  
dba MARS Company  
3925 SW 13th Street  
Ocala FL 34474-8739  
United States  
(352) 694-7195

Bill To	Ship To	TOTAL
City of Simi Valley 2929 TAPO CANYON ROAD Simi Valley CA 93063 United States	City of Simi Valley 2929 TAPO CANYON ROAD Simi Valley CA 93063 United States	<b>\$16,125.00</b>

Purchase Order #	Terms	Salesperson
	On or Before Renewal Date	Michael Morgan

Item	Qty	Rate	Amount
71422002 MARS M3 Enterprise Software Suite Series 1000 Test Bench System - Core Module ONLY - Annual Renewal	1	\$16,125.00	\$16,125.00
Comment M3 Expiration Date: 08/20/2025			
Comment M3 Renewal Period: 08/21/2025 to 8/20/2026			

<b>Subtotal</b>	\$16,125.00
<b>Shipping</b>	\$0.00
<b>Tax Total (%)</b>	\$0.00
<b>Total</b>	\$16,125.00
<b>Amount Due</b>	<b>\$16,125.00</b>



INV6817



# Invoice

#INV6817

Invoice Date: 3/14/2025

Due Date: 8/20/2025

THANK YOU FOR YOUR BUSINESS

**Standard MARS Warranty, Terms and Conditions Apply**

- MARS Warranty, Terms and Conditions: [https://marswater.co/STD\\_TC\\_082024](https://marswater.co/STD_TC_082024)
- MARS Maintenance and Service Terms and Conditions: [http://marswater.co/MCC\\_0225](http://marswater.co/MCC_0225)
- End User Software License (EULA): [https://marswater.co/EULA\\_0924](https://marswater.co/EULA_0924)

**\*Mutually executed written contract(s) would supersede Standard Warranty, Terms and Conditions****Remittance Advice - Wire/ACH Funds to:**

Valley National Bank 4790 140th Ave North Clearwater, FL 33762  
OW Investors, dba MARS Company  
3925 SW 13th Street Ocala, FL 34474  
Routing Number: 021201383  
Account Number: 500121561



INV6817

# Purchase Order



## CITY OF SIMI VALLEY

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City of Simi Valley  
Accounts Payable  
2929 Tapo Canyon Rd  
SIMI VALLEY, CA 93063-2199  
Email: [accountspayable@simivalley.org](mailto:accountspayable@simivalley.org)

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL  
INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCE  
RELATED TO THIS ORDER

Purchase Order # **42600840**

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MARS COMPANY  
3925 SW 13TH ST  
OCALA, FL 34474  
Email: [MIKEMASTIC@MARSWATER.COM](mailto:MIKEMASTIC@MARSWATER.COM)

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Water Works District #8  
600 West Los Angeles Avenue  
SIMI VALLEY, CA 93065-1642  
Email: [oguzman@simivalley.org](mailto:oguzman@simivalley.org)

Vendor Phone Number	Payment Terms	Requisition Number	Buyer Name	Buyer Phone Number	
3524147690	NET 30	12601129	Oscar Guzman	805-583-6494	
Date Ordered	Vendor Number	Date Required	Freight Method	Department/Location	
10/13/2025	2387		F.O.B. SIMI VALLEY 30	Public Works	
Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
1	SFT: SOFTWARE SUBSCRIPTION - M3 SOFTWARE (WW) Item 71422002 MARS M3 Enterprise Software Suite Series 1000 Test Bench System- Core Module ONLY- Annual Renewal  Comment - Current M3 Expiration Date: 08/20/2025  Comment - M3 Renewal Period: 08/21/2024 to 8/20/2025 GL Account: 7614640 - 44490 Project Account:	1.00	EA	\$16,125.00	\$16,125.00

Total Ext. Price	\$16,125.00
<b>PO Total</b>	<b>\$16,125.00</b>



## CITY OF SIMI VALLEY

### PURCHASE ORDER TERMS AND CONDITIONS

**THIS IS A PURCHASE ORDER (“P.O.”) ISSUED BY THE CITY. THIS P.O. IS SUBJECT TO THE FOLLOWING STANDARD TERMS AND CONDITIONS FOR PURCHASING TRANSACTIONS.**

**THE STANDARD TERMS AND CONDITIONS OF THIS P.O. DO NOT APPLY TO ANY PUBLIC WORKS PROJECTS, PROFESSIONAL SERVICES AGREEMENTS, MAINTENANCE SERVICES AGREEMENTS, OR IN ANY CIRCUMSTANCE WHERE THE PARTIES HAVE A CURRENT CONTRACT**

1. **GENERALLY.** The materials, supplies, or services (collectively, “Purchase”) covered by this purchase order (“order”) must be furnished by Seller subject to all the terms and conditions contained in this order which Seller, in accepting this order, agrees to be bound by and comply with in all particulars. No other terms or conditions are binding upon the parties unless subsequently agreed to in writing. Written acceptance or shipment of all or any portion of the Purchase covered by this order constitutes unqualified acceptance of all terms and conditions in this order. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specified the Purchase ordered, the price, and the delivery, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2. **INSPECTION.** The Purchase furnished must be exactly as specified in this order, free from all defects in Seller’s performance, design, workmanship, and materials, and, except as otherwise provided, is subject to inspection and test by City at all times and places. If, before final acceptance, any Purchase is found to be incomplete, or not as specified, City may reject it, require Seller to correct it without charge, or require delivery of such Purchase at a reduction in price that is equitable under the circumstances. If seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller bears all risks as to rejected Purchases and, in addition to any costs for which Seller may become liable to City under other provisions of this order, must reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted Purchases. Notwithstanding City’s acceptance of any Purchase, Seller is liable for latent defects, fraud, or such gross mistakes as constitute fraud.

3. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City’s written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

4. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller’s default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

5. **TIME EXTENSION.** City may extend the time for completion if, in City’s sole determination, Seller was delayed because of causes beyond Seller’s control and without Seller’s fault or negligence. In the event delay was caused by City, Seller’s sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

6. **REMEDIES CUMULATIVE.** City’s rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

7. **TITLE.** Title to materials and supplies purchased under this order pass directly from Seller to City upon City’s written acceptance following an actual inspection and City’s opportunity to reject.

8. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order. Drafts will not be honored.

9. **INDEMNIFICATION.** Seller agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City’s request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “City” includes City’s officers, elected officials, and employees. It is expressly understood and agreed that the foregoing provisions will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

10. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

11. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City’s written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller’s agent.

12. **INSURANCE.** Insurance coverage must be on an occurrence basis with a minimum combined single limit of \$2,000,000 for General Liability, and \$1,000,000 for Auto Liability and include an additional insured endorsement covering the City, its officials, and employees.

13. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

14. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means that Seller will follow the direction of the City as to end results of the work only.

15. **WAIVER.** City’s review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller’s performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

16. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

**Matthew Mckenna**

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**From:** Samantha Argabrite  
**Sent:** Thursday, October 09, 2025 10:29 AM  
**To:** Ron Fuchiwaki  
**Cc:** Sue Klepper; Laurie Vollmer; Lisett Bautista; Matthew Mckenna; Johanna Medrano  
**Subject:** RE: District Manager Approval Needed - Waterworks Meter Testing Software Renewal

Approved. Please plan to get this on the Council agenda ASAP.

---

**From:** Ron Fuchiwaki <RFuchiwaki@simivalley.org>  
**Sent:** Wednesday, October 08, 2025 3:12 PM  
**To:** Samantha Argabrite <SArgabrite@simivalley.org>  
**Cc:** Sue Klepper <SKlepper@simivalley.org>; Laurie Vollmer <LVollmer@simivalley.org>; Lisett Bautista <LBautista@simivalley.org>; Matthew Mckenna <MMckenna@simivalley.org>; Johanna Medrano <JMedrano@simivalley.org>  
**Subject:** RE: District Manager Approval Needed - Waterworks Meter Testing Software Renewal

FYI

**From:** Matthew Mckenna <MMckenna@simivalley.org>  
**Sent:** Wednesday, October 08, 2025 2:53 PM  
**To:** Ron Fuchiwaki <RFuchiwaki@simivalley.org>  
**Cc:** Lisett Bautista <LBautista@simivalley.org>; Laurie Vollmer <LVollmer@simivalley.org>  
**Subject:** RE: District Manager Approval Needed - Waterworks Meter Testing Software Renewal

Hi Ron,

With this software, we have historically relied on annual Purchase Orders supported by a sole source justification memo, since the software is proprietary to the Mars Company equipment purchased in 2018. Purchasing and Legal have recently shifted away from using sole source memos for renewals, and now require formal contracts approved by Council when the aggregate amount exceeds the contracting limit.

Because no contract has previously been in place, this year's renewal was flagged by Purchasing. The vendor granted us a short extension, but it will not cover the full time required to secure Council approval. To avoid a lapse in service, since the software is required by Waterworks to continue testing meters, Purchasing recommended this interim route while we prepare the item for Board/Council approval.

We are targeting the December 15th meeting for Board/Council consideration to allow sufficient time for staff report preparation, contract, and vendor review.

Thank you,  
Matt

---

**From:** Samantha Argabrite <[SArgabrite@simivalley.org](mailto:SArgabrite@simivalley.org)>

**Sent:** Wednesday, October 08, 2025 2:17 PM

**To:** Ron Fuchiwaki <[RFuchiwaki@simivalley.org](mailto:RFuchiwaki@simivalley.org)>

**Cc:** Sue Klepper <[SKlepper@simivalley.org](mailto:SKlepper@simivalley.org)>; Laurie Vollmer <[LVollmer@simivalley.org](mailto:LVollmer@simivalley.org)>; Lisett Bautista <[LBautista@simivalley.org](mailto:LBautista@simivalley.org)>; Matthew Mckenna <[MMckenna@simivalley.org](mailto:MMckenna@simivalley.org)>; Johanna Medrano <[JMedrano@simivalley.org](mailto:JMedrano@simivalley.org)>

**Subject:** RE: District Manager Approval Needed - Waterworks Meter Testing Software Renewal

Hi Ron,

Please advise how the current license lapsed, and we reached our contracting limit which now requires the emergency exception. Also, why are we waiting until December to bring the item to the Board for ratification?

---

**From:** Ron Fuchiwaki <[RFuchiwaki@simivalley.org](mailto:RFuchiwaki@simivalley.org)>

**Sent:** Wednesday, October 08, 2025 1:29 PM

**To:** Samantha Argabrite <[SArgabrite@simivalley.org](mailto:SArgabrite@simivalley.org)>

**Cc:** Sue Klepper <[SKlepper@simivalley.org](mailto:SKlepper@simivalley.org)>; Laurie Vollmer <[LVollmer@simivalley.org](mailto:LVollmer@simivalley.org)>; Lisett Bautista <[LBautista@simivalley.org](mailto:LBautista@simivalley.org)>; Matthew Mckenna <[MMckenna@simivalley.org](mailto:MMckenna@simivalley.org)>

**Subject:** FW: District Manager Approval Needed - Waterworks Meter Testing Software Renewal

Sam, please approve. Thanks.

Ron

---

**From:** Matthew Mckenna <[MMckenna@simivalley.org](mailto:MMckenna@simivalley.org)>

**Sent:** Wednesday, October 08, 2025 10:36 AM

**To:** Ron Fuchiwaki <[RFuchiwaki@simivalley.org](mailto:RFuchiwaki@simivalley.org)>

**Cc:** Lisett Bautista <[LBautista@simivalley.org](mailto:LBautista@simivalley.org)>; Laurie Vollmer <[LVollmer@simivalley.org](mailto:LVollmer@simivalley.org)>

**Subject:** District Manager Approval Needed - Waterworks Meter Testing Software Renewal

Hi Ron

Staff requests the District Manager's authorization for a one-time bidding procedure exemption and approval of a Purchase Order to MarsCompany, Inc., in an amount not to exceed \$16,125.00 for the annual license of the M3 Enterprise Meter Test Bench Software Suite. This proprietary software is required to operate the District's water meter test bench machine, purchased in 2018.

The District has reached its contracting limit with this vendor, and formal Board approval is now required. However, the current software license has expired, and continued access is necessary to avoid interruption of operations. Staff will bring this item forward for Board consideration and payment ratification at the December 15th Board/Council meeting.

Thank you,  
Matt