



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Fuel Master Plus Fuel Management System from PME Equipment Sales, of West Sacramento (\$25,993.56)
MEETING DATE: August 21, 2013
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing purchase of Fuel Master Plus Fuel Management System from PME Equipment Sales, of West Sacramento, in the amount of \$25,993.56.

BACKGROUND INFORMATION: The Fleet Division currently uses a card-authorized fuel management system (GasBoy) to track all City vehicle fuel transactions from the fuel island located at the Municipal Service Center. The City's GasBoy system (which has been in operation over 13 years) is unreliable and no longer supported by the manufacturer.

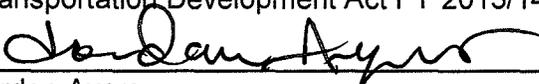
Staff evaluated several agency-operated fuel management systems throughout the Valley and determined the system that best fits the City's needs is Fuel Master. Fuel Master is the only system utilizing a Bluetooth connection between the vehicle and the fuel management system by employing a passive capture reading device. The device logs vehicle ID, current mileage, date, time, fuel quantity, and engine hours at each fueling stop, using no operator input. This feature will reduce staff time needed to generate mandated transit reports. The initial phase of implementation will serve transit vehicles only.

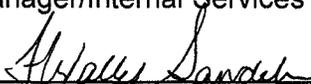
Per Lodi Municipal Code 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Purchasing the Fuel Master system utilizing the National Joint Powers Alliance Purchasing Program Contract No. 052109-SYS saves the City money and time (see Exhibit A).

Staff recommends Council authorize the purchase of the Fuel Master Plus Fuel Management System from PME Equipment Sales, in the amount of \$25,993.56, as reflected in Exhibit B. Installation of the fuel management system will be performed under separate contract. Total budget for equipment purchase, installation, staff time and contingencies is \$40,000.

FISCAL IMPACT: Upon full implementation, there will be decreased maintenance and staff costs for transit and other divisions associated with the upgraded fuel management system.

FUNDING AVAILABLE: Transportation Development Act FY 2013/14 Transit Capital (1251): \$40,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Randy Laney, Fleet Services Supervisor
FWS/RL/pmf
Attachments
cc: Transportation Manager

APPROVED: 
Konradt Bartlam, City Manager



August 6, 2013

Charles Swimley
City of Lodi
1331 South Ham Ln.
Lodi, CA 95242

Ref: National Joint Powers Alliance (NJPA) Purchasing Program Contract No. 052109-SYS

Dear Mr. Swimley:

The items listed below are approved components that are consistent with the National Joint Powers Alliance (NJPA) Purchasing Program Contract No. 052109-SYS. The following is Current FuelMaster "List Price" and NJPA "Contract Net Price":

Part#	Description	FuelMaster List (each) / NJPA Net (each)	
STS-FMU-3505PLUSG -	Fuel Master FMU 3500 PLUS	\$7,996.00	\$7,197.00
STS-199001A -	HOSE CONTROLLER – STANDARD	\$195.00	\$176.00
STS-202002A -	TANK MONITOR INTERFACE	\$660.00	\$594.00
STS-941B0438B -	HID READER - HIGH FREQUENCY	\$795.00	\$716.00
STS-252034 -	MODEM FOR PC, 56K, USB	\$99.00	\$90.00
941B0227 -	NETWORK CARD	\$749.00	\$675.00
STS-227838A-SQL -	SEQUEL SERVER SOFTWARE	\$1,949.00	\$1,755.00
STS-172405BL -	PROKEE® - BLACK ONLY	\$5.00	\$4.00
STS -941D0107 -	PROKEE® ENCODER - USB PORT	\$550.00	\$495.00
STS-941B0420 -	AIM II® Single Tank Kit	\$230.00	\$207.00
STS-941B0XXX	RFID Nozzle Tag	\$68.00	\$62.00

Sincerely,

James Tyson
PME Equipment Sales

YOUR VALUE ADDED PETROLEUM EQUIPMENT DISTRIBUTOR

PME Equipment Sales
232 Commercial Street
San Jose, CA 95112
(408) 998-8205 Fax (408) 998-8249

PETROLEUM MARKETING EQUIPMENT
Corporate Office
740 Monroe Way
Placentia, CA 92870
(714) 577-7878 Fax (714) 577-7979

PME Equipment Sales
2190 Enterprise Blvd
West Sacramento, CA 95691
(916) 371-8271 Fax (916) 384-0298



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232 Commercial St.
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(408) 998-8205
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2190 Enterprise Blvd.
W. Sacramento, CA 95691
(916) 371-8271
(916) 384-0298 Fax



QUOTATION

Customer: City of Lodi - Public Works Dept.
Attention: Randy Laney
Phone/Fax/Email: (209) 333-6800 / (209) 365-6510 / rlaney@lodi.gov
Project Name: City of Lodi - Fuel Management Replacement Project - NJPA

Quote No: JT021213-025-R3
Date: 8.01.13
Salesman: James Tyson

QTY.	PART #	DESCRIPTION	PRICE EA	TOTAL
FUEL MANAGEMENT SYSTEM				
1	STS-FMU-3505PLUSG	Syn-Tech Systems Fuel Master FMU 3500 PLUS SERIES FUEL MANAGEMENT SYSTEMS: PROKEE / RF TAG MASTER UNIT ALL MASTER UNITS HAVE TWO HOSE CONTROL, PEDESTAL, MODEM & SURGE PROTECTION	\$7,197.00	\$7,197.00
FMU ACCESSORIES				
6	STS-199001A	Syn-Tech Systems HOSE CONTROLLER - STANDARD (One required for each hose over two on master or satellite units; maximum of (8) per FMU)	\$176.00	\$1,056.00
1	STS-202002A	Syn-Tech Systems TANK MONITOR INTERFACE	\$594.00	\$594.00
1	STS-941B0438B	Syn-Tech Systems HID READER - HIGH FREQUENCY	\$716.00	\$716.00
CONNECTION OPTIONS				
1	STS-252034	Syn-Tech Systems MODEM FOR PC, 56K, USB (External modem for PC and connects to the port)	\$90.00	\$90.00
1	STS-941B0227	Syn-Tech Systems NETWORK CARD (Permits communications with FMU via Ethernet connection)	\$675.00	\$675.00
SOFTWARE				
1	STS-227838A-SQL	Syn-Tech Systems SEQUEL SERVER BASED SOFTWARE	\$1,755.00	\$1,755.00
KEYS / ENCODERS - (MANUAL FUEL AUTHORIZATION)				
325	STS-172405BL	Syn-Tech Systems PROKEE® - BLACK ONLY - (1) Per Vehicle / Equipment	\$4.00	\$1,300.00
1	STS -941D0107	Syn-Tech Systems PROKEE® ENCODER - USB PORT	\$495.00	\$495.00
AIM2 HARDWARE - (PASSIVE FUEL AUTHORIZATION)				
30	STS-941B0420	Syn-Tech Systems AIM II® Single Tank Kit (1) Per Vehicle / Equipment	\$207.00	\$6,210.00
2	STS-941B0445	Syn-Tech Systems Vapor Recovery Nozzle Tag - Healy	\$62.00	\$124.00
2	STS-941B0XXX	Syn-Tech Systems Diesel Hi Flow Nozzle Tag - 3/4" Diesel	\$62.00	\$124.00
4	STS-941B0XXX	Syn-Tech Systems Diesel Hi Flow Nozzle Tag - OPW CNG TAG ASSY	\$62.00	\$248.00
4	STS-941B0XXX	Syn-Tech Systems Diesel Hi Flow Nozzle Tag - OPW CNG NOZZLE	\$62.00	\$248.00
1	STS-AIMII-TRN	AIM II Vehicle Module Training / Installation - Train City Personnel to Install AIM II Modules on (10) Vehicles (Different Models Preferred) Estimate (3) Days to Conduct Training -	\$2,995.00	\$2,995.00
	Notes:	Initialization can be completed only by a Syn-Tech FuelMaster® technician, or a technician who has completed the Syn-Tech FuelMaster® Technical Training Course. Final certification must be accomplished jointly by the Customer and Syn-Tech factory trained personnel.		
(CONTINUED)				



PME EQUIPMENT SALES

232 Commercial St.
San Jose, CA 95112
(408) 998-8205
(408) 998-8249 Fax

2190 Enterprise Blvd.
W. Sacramento, CA 95691
(916) 371-8271
(916) 384-0298 Fax



QUOTATION

Customer: City of Lodi - Public Works Dept.
Attention: Randy Laney
Phone/Fax/Email: (209) 333-6800 / (209) 365-6510 / rlaney@lodi.gov
Project Name: City of Lodi - Fuel Management Replacement Project - NJPA

Quote No: JT021213-025-R3
Date: 8.01.13
Salesman: James Tyson

QTY.	PART #	DESCRIPTION	PRICE EA	TOTAL
			SUB TOTAL:	\$23,827.00
			EST. SALES TAX: (8.0%)	\$1,666.56
			EST. FREIGHT:	\$500.00
			TOTAL:	\$25,993.56

Special Terms and Conditions

- Acceptance:** The prices, payment terms, specifications and conditions on all pages of this proposal, including Standard Terms & Conditions page, are satisfactory and are hereby accepted by signature below.
- Price Validity:** 30 Days.
- Freight:** All Items are F.O.B Factory, unless otherwise noted.
- Delivery:** Per manufactures lead times.
- Payment Terms:** 25% deposit due at signing. Balance of payment due on delivery unless prior extended credit terms are established.
- Special Payemt Terms:** All tanks and dispensers require a 25% deposit upon signing and the balance due prior to factory shipment. Above prices reflect a 5% cash discount. If payment terms are not met, add 5% to these prices.
- Exclusions:** Installation, Start-Up, Meter Calibration, Testing and Permits, Electrical, Underground Pipes & Fittings, Any Other Items Not Listed Above
- Credit Card Terms:** Above prices reflect a discount based on cash payment terms. Prices for credit card payments will be 3% higher.
- Note:** The accuracy of the equipment list above is based on the information supplied to PME Equipment Sales by the customer or the customer's agent at the time of the proposal.

Accepted by: _____

Date: _____

Requested Ship Date: _____



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PURCHASER, BY ORDERING THE MERCHANDISE ON THE FOLLOWING QUOTATION, AGREES TO THE FOLLOWING CONDITIONS OF SALE:

1. ACCEPTANCE. Delivery of the materials/equipment herewith, Purchaser's acceptance hereof (either in writing or orally in person or over the telephone), and/or Purchaser's receipt of this quotation/contract and failure to object to specific provisions in writing within 5 days, constitutes a binding acceptance by Purchaser of goods delivered in connection herewith and all the terms herein.

2. PRICE; TERMS OF SALE; CREDIT.

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, we may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price.

b. All payments are to be made to Seller at the address and pursuant to the terms on contract. All credits and terms of sale must be approved by Seller's Main Office at the time of the order and are subject to review and approval during the life of any contract. A late charge of 1.5% per month (18% per annum) may be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser must pay all costs and expenses of collection, including reasonable attorneys' fees.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. The stated prices do not include applicable taxes unless specified, and Seller may charge for same by a subsequent or supplemental invoice.

3. DELIVERY; SHIPMENT TERMS, FREIGHT DAMAGE CLAIMS.

a. Shipping dates are approximate, and are contingent on fire, accidents, labor disputes, floods, manufacturer production schedules, installation schedules and coordination of trades, transportation delays, acts of God, or other causes beyond Seller's control. Seller will exert the utmost effort to perform satisfactorily its shipping obligations, but shall not be liable for delay for any reason or for damage in transit of any materials furnished. Seller may make delivery in installments, which will be separately invoiced.

b. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's plant for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

4. LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS

a. Seller does not extend warranties to purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. Manufacturer or seller have no liability whatsoever for indirect, special, incidental or consequential damages, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of products, or damage to other equipment, unless said damage or loss is proven to have caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees or contractor. Seller represents that it will convey good title to the items purchased, however, Seller makes no other warranty of any kind, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Seller.

b. In the event that Seller shall be liable to purchaser for damages arising under or in connection with this sale, whether arising by negligence, intended conduct (but not intentional misconduct) or otherwise, purchaser may recover from seller its direct damages not to exceed the aggregate amount of purchase price paid by goods or services to which a claim of liability is asserted.

c. Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same relates to any claim, penalty, or fine by governmental agency for pollutions, environmental damage, clean-up, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except to the extent that said damage, personal injury or death is proven to have been caused by Seller's sole negligence. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller as a result of or in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same.

d. No employee or representative of seller is authorized to change this warranty in any way.

5. CANCELLATION AND RETURN OF GOODS.

Purchaser may cancel an order or return merchandise only upon advance written approval of Seller and provided Purchaser pays the freight charges and Seller's reasonable cancellation and restocking charges of 25% or credit, based in part on manufacturer's charges. Some special order items may not be returnable.

RESOLUTION NO. 2013-148

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE PURCHASE OF FUEL MASTER
PLUS FUEL MANAGEMENT SYSTEM FROM PME
EQUIPMENT SALES, OF WEST SACRAMENTO

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WHEREAS, the Fleet Division's current GasBoy card-authorized fuel management system has been in operation over 13 years, is unreliable, and is no longer supported by the manufacturer; and

WHEREAS, staff evaluated several agency-operated fuel management systems and determined the system that best fits the City's needs is Fuel Master. Fuel Master is the only system utilizing a Bluetooth connection between the vehicle and the fuel management system by employing a passive capture reading device to log vehicle ID, current mileage, date, time, fuel quantity, and engine hours at each fueling stop; and

WHEREAS, the initial phase of implementation will serve transit vehicles only; and

WHEREAS, staff recommends purchasing the Fuel Master system utilizing the National Joint Powers Alliance Purchasing Program Contract No. 052109-SYS; and

WHEREAS, per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of the Fuel Master Plus fuel management system from PME Equipment Sales, of West Sacramento, California, in the amount of \$25,993.56, utilizing the Joint Power Alliance Purchasing Program Contract No. 052109-SYS.

Dated: August 21, 2013

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I hereby certify that Resolution No. 2013-148 was passed and adopted by the City Council of the City of Lodi in a regular meeting held August 21, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL OLSON
City Clerk