

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



11.3

(1)

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the recommendation from Flood Control District regarding Approval of the Sole Source Purchase of an Integrated Fuel Management System from AssetWorks, is approved as recommended.

(2)

On Motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter be reconsidered.

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on April 24, 2012 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: April 24, 2012
Kecia Harper-Ihem, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Quinn Eckles* Deputy

AGENDA NO.
11.3

xc: Flood, Purchasing

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

507B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 24, 2012

SUBJECT: Proposed Purchase of Integrated Fuel Management System from AssetWorks

RECOMMENDED MOTION:

1. Authorize the Sole Source purchase of AssetWorks FuelFocus FMS Wireless Fueling System.
2. Authorize and direct the Purchasing Agent to issue a purchase order to AssetWorks on behalf of the District in the not to exceed amount of \$149,490.38.

BACKGROUND:

The District has been using the AssetWorks FleetFocus system for over ten years to keep track of vehicle maintenance and repairs. There is a need to enhance the current system with the Wireless Automated FuelFocus FMS system so that we are able to control and capture all fuels and fluid dispensing to our fleet. Since AssetWorks is also the supplier for the Wireless Automated FuelFocus FMS system, the module will integrate seamlessly with the existing system, therefore minimizing complications during the installation and the implementation process.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA

Current F.Y. District Cost:	\$149,490.38	In Current Year Budget:	Yes
Current F.Y. County Cost:	\$ N/A	Budget Adjustment:	N/A
Annual Net District Cost:	\$ N/A	For Fiscal Year:	2011-2012

SOURCE OF FUNDS:

48080 947320 523840 Data Processing Computer Equipment Software	Positions To Be Deleted Per A-30	<input type="checkbox"/>
48020 947260 546160 Garage/Fleet Operations Equipment- Other	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

3)

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Benoit, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: April 24, 2012
 xc: Flood, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: All

Agenda Number:

11.3

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROJECT JUDGES APPROVED
DAN M. CHAND, FINANCE DIRECTOR

BY:
DAN M. CHAND

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

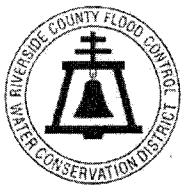
SUBJECT: Proposed Purchase of Integrated Fuel Management System

SUBMITTAL DATE: April 24, 2012

Page 2

FINANCIAL:

Funds for this purchase are included in the District's Operations and Maintenance Division and Information Technology Division funds for FY 2011-2012.




MEMORANDUM
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

DATE: January 31, 2012

TO: Board of Supervisors

VIA: Purchasing Agent

FROM: Warren D. Williams, General Manager-Chief Engineer 

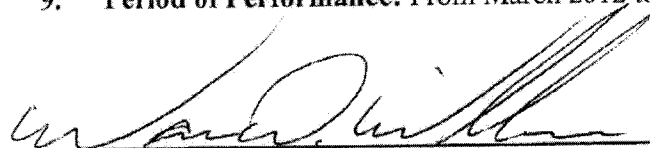
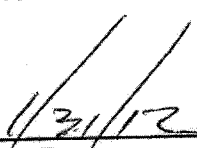
RE: Sole Source Procurement – AssetWorks
Request for: Upgrading existing fuel system at Riverside County Flood Control and Water Conservation District

The information provided below is in support of the District requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** To provide the District with a fully updated and integrated FMS Wireless Automated Fueling System.
2. **Supplier being requested:** The preferred vendor for providing this fueling system is "AssetWorks". AssetWorks is also the supplier of the District's existing fleet management system which has been in use for over 10 years.
3. **Alternative suppliers that can or might be able to provide supply/service:** AssetWorks FuelFocus FMS system is not sold through distributors or resellers as most conventional fuel management systems are. The sole source for a fully integrated AssetWorks Fuel Management System, along with any and all related replacement parts is to purchase it directly from AssetWorks as quoted.
4. **Extent of market search conducted:** We have researched several other fuel systems on the market, but none of them will integrate directly into our existing FleetFocus FA Fleet Maintenance System. Our goal is to eliminate multiple software programs and consolidate to one maintenance/fuel management system.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The FleetFuel FMS Wireless Fueling System as quoted to the District is a proprietary piece of hardware and software that has direct integration into our existing FleetFocus FA Fleet Maintenance Software System. This direct integration will facilitate the installation and implementation process. In addition, the likelihood of having system issues in the future due to incompatible modules is minimized because we are adding a new fuel feature to an already existing fleet management system.

TO: Board of Supervisors
RE: Sole Source Procurement – AssetWorks
Request for: Upgrading existing fuel system at Riverside County Flood Control and Water Conservation District

- 6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Due to the complexity of our existing FleetFocus FA Fleet Maintenance Software System and the potential of data loss should other vendors try to integrate their system with the FleetFocus database, AssetWorks is the logical choice. AssetWorks developed their own proprietary fuel management system in 1985. This system allows users the ability to control and capture all of their fuel and fluid dispensing directly into FleetFocus FA without the need of maintaining separate databases and the inherent problems associated with using multiple databases.
- 7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** The price for a complete and integrated fuel system, along with a one year maintenance contract and service support is \$141,671.85 plus tax.
- 8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** The new fuel system will require periodic maintenance and upgrades. Also to be included would be new installations of fuel communication equipment on recently purchased vehicles and equipment.
- 9. **Period of Performance:** From March 2012 to March 2013


 Department Head Signature 
Date

Purchasing Department Comments:

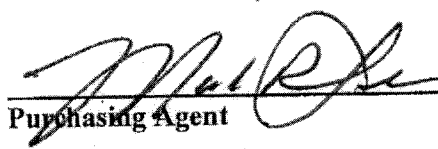
Governmental Discount Pricing

Approve

Approve with Condition(s)

Disapprove

Not to exceed: \$ 141,672 + TAX One time Annual Amount through 3-30-2013


 Purchasing Agent 3-28-12
Date 12-468
Approval Number
(Reference on Purchasing Documents)

COST PROPOSAL

Presented To
Riverside County Flood



Presented By:

AssetWORKS

Point of Contact:

Joseph Basile, Vice President

AssetWorks

998 Old Eagle School Road

Wayne, PA 19087

Phone: (610) 228-0120

Email: joseph.basile@assetworks.com



**Riverside County Flood
FuelFocus FMS System
WAF System - 200 Vehicle Kits**

FUELFOCUS CONTROLLERS	QUANTITY	DISCOUNTED LIST	EXTENDED LIST
FuelFocus RF Controller - 2 Hose	1	\$ 6,902.70	\$ 6,902.70
FuelFocus RF Controller - 4 Hose	1	\$ 10,059.95	\$ 10,059.95
FUELFOCUS CONTROLLER OPTIONS			
High Power RF Controller Antenna w/mast	1	\$ 660.00	\$ 660.00
HID Option	2	\$ 380.60	\$ 761.20
UPS Power Conditioners	2	\$ 119.37	\$ 238.74
Omron DPST-NO Relays w/Base - Current Sense	5	\$ 195.00	\$ 975.00
Misc Electrical Fittings - Conduit etc	1	\$ 395.00	\$ 395.00
COMMUNICATION HARDWARE			
MAXIMUS Canopy Network PTP Hardware	2	\$ 2,800.00	\$ 5,600.00
FF Communication Cable	1	\$ 334.10	\$ 334.10
SOFTWARE & INTEGRATION LICENSES			
FleetFocus Integration License	2	\$ 2,495.00	\$ 4,990.00
Veeder Root integration (per site if multiple sites)	1	\$ 1,295.00	\$ 1,295.00
Crystal (Business Objects) XI RAS license	1	\$ 2,500.00	\$ 2,500.00
FleetFocus InfoCenter Reporting	200	\$ 6.00	\$ 1,200.00
NOZZLE TAGS			
Universal Nozzle Tag	6	\$ 233.55	\$ 1,401.30
IDENTIFICATION OPTIONS			
HID Keys	100	\$ 6.92	\$ 692.00
RF Vehicle ID Box - Dual Meter	60	\$ 183.17	\$ 10,990.20
RF Vehicle ID Box OBDII Canbus	120	\$ 183.17	\$ 21,980.16
OBDII Canbus Easy Connect Cable - 100 piece min	60	\$ 32.00	\$ 1,920.00
Vehicle Fuel Inlet Antenna	200	\$ 18.05	\$ 3,609.60
RF Vehicle ID Box Programmer	1	\$ 1,280.00	\$ 1,280.00
RF Starter Tool Kit	1	\$ 1,576.50	\$ 1,576.50
SPARE PART KIT OPTIONS			
Spare Parts Kit HID	1	\$ 6,124.20	\$ 6,124.20
PROFESSIONAL SERVICES			
Fuel Master Technician <i>on site terminations and start up</i>	32	\$ 200.00	\$ 6,400.00
Fuel Software Installer/Trainer <i>installs software, trains customer on setup & reports</i>	16	\$ 200.00	\$ 3,200.00
Installation Labor for Wireless Network	16	\$ 200.00	\$ 3,200.00
RF Vehicle ID Box Installation Training	8	\$ 200.00	\$ 1,600.00
Fleet/Fuel Project Manager	16	\$ 225.00	\$ 3,600.00
InfoCenter Installation Labor	8	\$ 200.00	\$ 1,600.00
Subcontractor - Vehicle Installations	180	\$ 137.94	\$ 24,829.20
Vehicle Installation Parts	180	\$ 16.50	\$ 2,970.00
Go Live Support - Fuel Technician	8	\$ 200.00	\$ 1,600.00
Travel Expenses (estimated) <i>billed at actual at job completion</i>	2	\$ 2,500.00	\$ 5,000.00
MAINTENANCE & SUPPORT			
Maintenance & Support - Year One	1	\$ 1,997.00	\$ 1,997.00
SHIPPING OPTIONS			
Standard Shipping	2	\$ 95.00	\$ 190.00
PROJECT TOTAL COST			\$ 141,671.85

See complete Velociti Proposal attached as separate document

Initial _____

NOTES/ASSUMPTIONS

1. This quote is inclusive of all labor. Assumes all dispensers have pulsers and are fuel system compatible. Assumes all wiring in place will be reused and is in good condition. No excavating or installation of additional conduit is included.
2. Does not include permits, permit fees or site as built drawings.
3. Subject to any applicable state and/or local sales tax, import duties, PST, VAT.
4. Warranty is one (1) year parts with telephone help desk support. Extended warranty plans are available for subsequent years. Warranty expires at 12 months from date of install or 15 months from date of shipment, whichever comes first.
5. Includes the installation of two wireless point to point antenna kits at the location. Terminations and connections to the switch will be done by Assetworks.
6. Assumes a network card is installed and functioning to Veeder Root panel and is connected to Riverside County Flood network.

Joseph A Basile
VP Fueling Technologies
joseph.basile@assetworks.com
610-228-0120

INITIAL _____

TERMS OF USE

Price/Specifications

Price and specifications are subject to change without notice. AssetWorks is not responsible for typographical and/or photographic errors.

PAYMENT TERMS

Net 30. All hardware will be billed upon delivery. All FuelFocus Integration Licenses will be billed upon delivery of hardware. Services will be billed monthly as performed.

MISSING, DAMAGED, OR INCORRECT ORDERS

Please inspect all orders upon receipt. Please email fuelsupport@assetworks.com to request an RMA for any missing, damaged, or incorrect orders. You may also call 610-225-8350.

RETURN POLICY

AssetWorks products may be returned within 30-days of invoice date for refund, replacement, or exchange. All product returns must have a Returned Merchandise Authorization (RMA) number issued by AssetWorks marked clearly on the return package, or the package will be refused, and no credit will be issued.

To request an RMA, please email fuelsupport@assetworks.com. RMAs are valid for 15 days from the date of issuance.

The following information is required for all RMAs:

The invoice or packing list number

The product name and part number

Company name, point of contact, mailing address, email address, and telephone number

A reason for the return

If you wish to make a return or exchange, you must present the merchandise within 30 days of purchase. All goods must be returned in their original packaging. If the items are not received in their original and unused condition, a minimum re-stocking fee of 18% will be charged. Product that has been used will not be accepted for return or exchange unless under warranty or maintenance contract. Product that has been altered without the specific authorization by AssetWorks Inc. will not be accepted.

Send returns with the RMA number clearly marked on the package to:

AssetWorks, Inc.

Attn: RMA Department

998 Old Eagle School Road, Suite 1215

Wayne, PA 19087

All returns will be processed and fully inspected. All products must be returned in original condition including packaging, manuals, and accessories (as applicable).

Return Shipping

All returns must be shipped freight pre-paid.

Unauthorized or Refused Returns

Packages without a Return Authorization Number will be refused. Additional charges may apply if all peripherals and accessories are not returned in the original packaging.

Returns Older than 30 Days

Returns older than 30 days from the invoice date will be subject to a 25% restocking fee. Only product that is in current production will be accepted and an RMA must be obtained in advance and clearly marked as stated above. No refunds will be given.

ASSETWORKS INC. LIMITED WARRANTY

Warranty coverage for AssetWorks Inc. (FuelFocus) products are described below. Additional support coverage can be purchased with your AssetWorks products. Please consult your local AssetWorks sales professional for annual support and services fees.

The terms and conditions governing your warranty on AssetWorks products are located below. Such terms and conditions supersede all other terms, unless otherwise agreed by AssetWorks.

Warranty Start Date

"Start Date" as used in this policy means the date this product is shipped from AssetWorks manufacturing plus three (3) months or the FuelFocus go live date, whichever comes first.

Limited Hardware Warranty

AssetWorks, Inc. ("FuelFocus") provides a one (1) year limited product hardware warranty to purchasers of FuelFocus products. AssetWorks warrants that the product hardware will be free from defects in materials and workmanship during the warranty period, subject to the following:

Labor and travel costs are not included, unless required under contract specific terms.

AssetWorks will supply new or rebuilt parts to replace parts that are found to be defective while within the warranty period.

New installations must be registered with the FuelFocus Support Center within 48 hours of installation to receive warranty benefits, otherwise, the warranty period commences on the date of the invoice.

Help Desk Support is available between the hours of 8:00AM- 5:00PM Monday through Friday Upon a Hardware System Failure,

AssetWorks will repair or replace such product hardware within fourteen (14) working days of its receipt of the failed hardware, if in advance of its receipt, such hardware (1) was evaluated by AssetWorks Technical Support in person or via telephone, and (2) received a Technical Support RMA number from AssetWorks.

Further, the product hardware must be shipped, shipment pre-paid, to AssetWorks, and the RMA number must be clearly indicated on the shipping box and papers.

Problems caused by faulty installation are not covered under this warranty. This warranty applies only if the equipment has been installed and used in accordance with the AssetWorks Installation Manual.

Use of service personnel other than qualified AssetWorks service providers without prior written approval of the FuelFocus Product Manager will void the warranty claim.

Use of non AssetWorks replacement parts, defects caused by the use of unauthorized addition of non AssetWork parts, or by the unauthorized alteration of FuelFocus parts or equipment will void this warranty.

Damage suffered by FuelFocus equipment resulting from shipping, accident, power surges, neglect, misuse, acts of Nature, or abuse are not covered by this warranty.

Limited Software Warranty

AssetWorks provides a one (1) year limited software warranty to licensees of FuelFocus software accompanying AssetWorks hardware. AssetWorks warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of one (1) year following delivery of the software to licensee. AssetWorks warrants that the software, when used in accordance with the terms of the AssetWorks software license, will operate substantially as set forth in the applicable AssetWorks Documentation for a period of one (1) year following delivery of the software to licensee.

Technical Support Access

During the warranty period, toll free phone support is offered 5 days per week (8 a.m. to 5:00 p.m., Monday through Friday, except holidays). Calls left after hours will be returned the next business day. Access to Technical Support after warranty period is on a commercially reasonable basis (unless a AssetWorks Support Contract is purchased for all systems owned by the customer).

Software Updates

During the warranty period, software updates for system software and software products released by AssetWorks are available by contacting AssetWorks Technical Support. System software updates include applicable minor releases (e.g. Release 2.0 to 2.1) to the AssetWorks family of products as well as major feature releases (e.g. Release 2.x to 3.0). Customer must have access to the Internet for Web Browser or FTP downloads as directed by Technical Support. Software updates released after the initial one (1) year warranty period are available as an upgrade product for the then applicable list price.

Warranty Limitations

AssetWorks's warranties as set forth herein ("Warranty") are contingent on proper use of the FuelFocus hardware and software ("Products") and do not apply if the Products have been modified without AssetWorks's written approval, or if the Products' serial number label is removed, or if the Product has been damaged. The terms of the Warranty are limited to the remedies as set forth in this Warranty.

THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. ASSETWORKS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR ASSETWORKS SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ASSETWORKS DOES NOT WARRANT THAT ANY PRODUCTS WILL BE ERROR-FREE, OR THAT ANY DEFECTS THAT MAY EXIST IN ITS PRODUCTS CAN BE CORRECTED. IN NO EVENT SHALL ASSETWORKS BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT ASSETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Contact Us

For more information, please contact your AssetWorks sales representative.

INITIAL _____

The foregoing proposal is issued pursuant to the Terms of Use and Notes & Assumptions attached hereto. To accept this proposal and order the products and/or services, please initial each page and sign below and return to me via email or fax. Unless otherwise stipulated in a signed Statement of Work - this is a fixed price bid and will be invoiced in full.

joseph.basile@assetworks.com

Fax: 215-352-0401

In the event Customer's business practice require that the Customer issue a purchase order prior to payment of any invoices issued under this Agreement, then such purchase order number must be entered below and and purchase order may be attached hereto. Customer's execution of this order without designating a purchase order shall be deemed the Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order #: _____

Purchase Order Amount: \$ 141,671.85

Accepted by Customer:

Accepted by AssetWorks Inc.

Customer Name: _____
Address: _____

AssetWorks Inc.
998 Old Eagle School Road,
Suite 1215
Wayne, PA 19087

Signature

Signature

Print Name

Print Name

Title

Title

Date Signed

Date Signed

Shipping Address:

Billing Address:

