

LIMITED COMPETITION & SOLE SOURCE JUSTIFICATION

This form is required justification for purchases over \$1,000.00 from limited competition or sole source when it has been determined in the best interest of the County to utilize other than full and open competition. Limited competition and sole source procurement are to be used only as an exception when all attempts to pursue competitive purchasing have failed. Additionally, when the County requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the County has made a sole source award that requires written justification via this form. Acceptance of limited competition and sole source procurement will be at the discretion of the Director of the Office of Procurement Services.

Limited Competition – available from multiple sources with only one feasible source for a specific reason

Sole Source – available from only one source, an equal product or service not available from any other source.

Standardization – It is in the best interest of the County to utilize one brand; falls under “limited competition” procurement.

1. VENDOR NAME AND PRODUCT OR SERVICE DESCRIPTION

A. Vendor Name (and dba): *SYNTECH SYSTEMS INC.*

B. Describe the product/service and its function:

CONTROL SYSTEMS FOR FUEL PUMPS LOCATED AT COUNTY FUEL SITES

C. Describe the anticipated (FY or one-time) costs including future obligations (attach quote):

\$4,700 FUELMASTER STANDARD MAINTENANCE FOR 6/6/22 TO 6/5/23

D. Why is it in the County's best interest to waive the normal competitive process in this case?

SYN-TECH IS IN FACT THE SOLE VENDOR AUTHORIZED TO PERFORM MAINTENANCE ON THE CONTROLS.

E. How can we promote full and open competition in the future similar purchases?

NEW FUEL PUMP METERING AND CONTROL SYSTEM WAS ORIGINALLY AWARDED TO GUARDIAN FUELING TECHNOLOGY UNDER 13-0203. THE AWARD INCLUDED THE SYSTEM CONTROLS, A ONE YEAR WARRANTY PERIOD, AND OPTIONS FOR SUBSEQUENT ONE YEAR MAINTENANCE.

F. Indicate funding source. If grant-funded, provide documentation that limited or sole source procurement will not violate the terms of the grant.

.0524300-830465

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2. ANSWER APPLICABLE QUESTIONS

A. Compatibility to existing equipment, methodology, or training:

1. With what other material must this requirement be compatible?

Software for Fuel System

2. What is the approximate dollar value of the existing material?

\$50,000

3. List the unique properties making this the only product compatible with existing material.

(FMS) Fuel Mgmt systems are Proprietary and cannot be interchangeable.

4. Provide (attach) all supporting information.

See Attached

B. Only known manufacturer or provider of this product:

1. List sources of all research conducted to support this claim (i.e., trade shows, Internet searches, professional journals, colleagues, etc.).

Internet Searches and Colleague (M. Lamone)

2. List names and findings of other manufacturers solicited information from.

NONE

C. Only product that will meet the requirements of the intended use although other like items exist:

1. Identify manufacturers and the product deficiencies that led to disqualification.

NONE

2. State the reason(s) why this product is superior to all others (Be very specific).

OVER 40 YRS. OF EXPERIENCE, SYNTech's Fuel Mgmt system known as Fuel MASTER is the industry leader in commercial Fleet and Fuel Automation. Syntech is the preferred Fuel Mgmt supplier for all U.S. Dept. of Defense and Homeland Security locations across the world.

3. Provide (attach) other supporting research to document the need for this specific product.

(see Attached Memorandum)

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D. Regional Sales/Support/Service: Provide (attach) proof this is the only vendor authorized to sell, support, or service for this region.

See ATTACHED

E. What are the consequences of not securing this specific item?

Fuel sites will not be operational

F. Provide additional information not furnished above that supports specific requirements necessitating limited competition / sole source purchase.

3. PROPONENT'S INFORMATION:

SIGNATURE: [Signature]
NAME: Roberto Rodriguez
TITLE: FINANCIAL COORDINATOR
DATE: 5/12/22

4. DIRECTOR'S APPROVAL:

DIRECTOR SIGNATURE: [Signature]
DIRECTOR NAME: Joseph Blackman
DATE: 5/12/2022

5. CONTRACTING OFFICER APPROVAL:

SIGNATURE: Sandra Rogers
NAME: Sandra Rogers
DATE: 05/16/2022

SUNBIZ REPORT ATTACHED: YES NO

5. PROCUREMENT SERVICES DIRECTOR APPROVAL:

SIGNATURE: Ronald A. Falanga
DATE: 05/17/2022

Email from CAO approving dated 5.17.22



Syntech Systems, Inc.
Toll Free 800.888.9136 | Phone 850.878.2558
100 Four Points Way, Tallahassee, FL 32305
MYFUELMASTER.COM

05/12/2022

Lake County

To Whom It May Concern:

Syntech Systems, Inc. (STS) is the sole source for all FuelMaster Software and Hardware. Syntech Systems, Inc. designed and developed the software to work with its accompanying hardware - FuelMaster models 2000, 2500, 3000, 3500, 4500 and AIM product line. Additionally, STS holds the copyrights to the FuelMaster source code and patents on the accompanying hardware. All software and hardware are developed and maintained by Syntech Systems, Inc.

Fuel Management Systems (FMS) are proprietary and cannot be interchangeable. There are three major components of a fuel management system: the island controller, the access device that activates dispensers through the island controller, and the system software that provide reports and data. All three components must be from the same manufacturer for the system to operate. The access device (in this case the Prokee read/write key) must be able to fit into a receptacle designed to be received by the island controller, and match the information within the correctly designated fields. Or, if using AIM equipment, the island controller must communicate by radio frequency to the vehicle AIM device and vice versa. If the system's hardware and software are not compatible, the fuel dispensers cannot be activated, or access the transaction data captured by the island controller.

Syntech Systems has engineered their systems to be forward and backwards compatible, allowing for products to be upgraded and integrated with past, current, and future models. All of our customers have the ability to modernize their systems by upgrading software, firmware, or communications without having to purchase a new unit.

If you should require any further information, please call me at (800) 888-9136, extension 1311.

Sincerely,
Syntech Systems, Inc.

A handwritten signature in black ink that reads "Taylor Fenior". The signature is written in a cursive style with a long, sweeping underline.

Taylor Fenior
Extended Maintenance Specialist
Taylor.Fenior@myfuelmaster.com



FUELMASTER® END-USER LICENSE AGREEMENT

Copyright © 2022 by Syn-Tech Systems, Inc
All rights reserved.

This software has been provided to you under a license agreement containing restrictions on its use. Except as stated in the license agreement, the software may not be copied or distributed in any form or medium, or disclosed to third parties. You are legally accountable for any violation of the License Agreement or of copyright law.

This End-User License Agreement is a legal agreement between you (either an individual or a single entity), henceforth referred to as the Licensee, and Syn-Tech Systems, Inc. By using or installing this program, you are agreeing to become bound by the terms of this agreement.

The FUELMASTER® Software Database is licensed for use on one computer or server. Client versions of the software may be used on additional PCs. Copying and use of the database, except as directed by Syn-Tech, on an additional computer or server is a violation of this agreement.

You may permanently transfer all of your rights under this agreement only as a part of a sale of the FUELMASTER® Systems hardware, provided you retain no copies of the FUELMASTER® Software.

You may receive the FUELMASTER® Software in more than one medium. You may use only one medium that is appropriate for the computer you have chosen for use with the FUELMASTER® Software and System. You may not install the medium on another computer. You may not loan, rent, lease, or otherwise transfer the other medium to another user, except as provided as part of a permanent transfer or sale of the FUELMASTER® Software and System.

The FUELMASTER® Software and documentation sold to the U.S. Government are provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 or subparagraphs (c) (1) and (2) of the COMMERCIAL COMPUTER SOFTWARE-RESTRICTED RIGHTS.

In consideration of payment for the FUELMASTER® Software, Syn-Tech Systems, Inc., grants to the Licensee a nonexclusive right, without right to sublicense, to use this copy of this FUELMASTER® Software. Syn-Tech Systems, Inc. reserves all rights not expressly granted and retains title and ownership of the software program, including all subsequent copies in any media. This software and the accompanying written materials are copyrighted. You may copy the FUELMASTER® software solely for backup or archiving purposes; all other copying of the software or of the written materials is expressly forbidden.

As the only written warranty under this agreement, and in the absence of accident, abuse or misapplication, Syn-Tech Systems, Inc., warrants, to the Licensee, End-user only, that the FUELMASTER® Software is compatible with the FUELMASTER® System hardware and that the media on which the FUELMASTER® software is recorded is free from defects in materials

and workmanship under normal use and service for period of ninety (90) days, unless otherwise specifically stated in writing, from the date of receipt by the Licensee, End-User, as evidence by acceptance of the FUELMASTER® Software.

Syn-Tech Systems, Inc., only obligation under this agreement is to replace the media that does not meet Syn-Tech Systems, Inc., limited warranty and which is returned by prepaid shipping to Syn-Tech Systems, Inc., with written reference to the purchase documents. Syn-Tech Systems, Inc. will replace used disks shipped by the Licensee, End-User, to Syn-Tech Systems, Inc., for nominal copying fee, plus shipping and handling for the life of use of the FUELMASTER® software on the FUELMASTER® System.

Syn-Tech Systems, Inc., reserves the right to make changes to the FUELMASTER® software program and to furnish such updated software or the original software compatible with the FUELMASTER® System at its sole discretion in replacement of warranted or used disks. THIS WARRANTY GIVES YOU LIMITED, SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

There are no implied warranties, including warranties of merchantability and fitness for particular purposes offered with the Syn-Tech Systems, Inc. FUELMASTER® SOFTWARE. There are no warranties except those contained on the face hereof.

In no event shall Syn-Tech Systems, Inc. be liable for incidental or consequential damages arising from the use of the software.

Microsoft, Windows 2007, Vista, Windows XP Pro, and Windows NT are trademarks of Microsoft Corporation.

Greenleaf Comm++ is a trademark of Greenleaf Software, Inc. DriverX is a trademark of Tetradyne Software Inc. All other product names referenced are believed to be the registered trademarks of their respective companies.



**FUELMASTER® Fuel Management System
 Extended Maintenance Agreement**

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **05/04/2022** Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

Lake County

This initial term of this agreement shall commence as of **06/06/2022** and shall continue for a term expiring **06/05/2023** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. It covers parts and telephone support labor for all FUELMASTER® components, both software and hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid label to return the defective parts. The customer must return the defective parts within seven business days. Support hours are 8:00 AM - 8:00 PM EST., Monday through Friday, excluding New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Maintenance Level	FMU/Serial Number	Cost
Standard	FMU2500 S/N 11732 (Leesburg)	\$1,175.00
Standard	FMU2500 S/N 11731 (Umatilla)	\$1,175.00
Standard	FMU2500 S/N 11734 (Astatula)	\$1,175.00
Standard	FMU2500 S/N 11733 (Minneola)	\$1,175.00
Total		\$4,700.00

MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUT ALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.

Syn-Tech Systems, Inc. will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer's software and database information, and will not disclose this information to any third party.

Payment Industries Standards certify Syn-tech Systems, Inc. to PA-DSS requirements and all data must be securely maintained.

Organizations under maintenance contract are provided a toll-free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.

Software updates will be provided free of charge upon request. The exception to this is for those system operators with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. Changes in hardware are not covered by this agreement.

Under terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions, and possible problem solutions. Syn-Tech will replace all defective parts and provide telephonic assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other fuel management systems are not designed this way and consequently do not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including valves, pulsers, printers, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech, are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approved locations (generally the United States of America) and is not transferable except by written permission of Syn-Tech Systems, Inc.

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The parties of Syn-tech Systems, INC. and **Lake County** deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)



(Date)

05/04/2022

(Name)

Sara D. Fletcher

(Title)

Marketing Operations Manager

CUSTOMER:

(Signature)

(Date)

(Name)

(Title)

Extended Warranty Renewal

Attached is the invoice for your extended warranty renewal. The extended warranty is a method of extending the first year manufacturer's warranty on your FuelMaster equipment. This support service provides a low cost means to keep your system operating properly, receive the latest FuelMaster updates, and pay less for repair costs.

We have several options available to choose from if you wish to make any changes to the existing plan you have selected. Outlined below are the different options available.

Limited Maintenance

- Unlimited phone support and diagnostics from 8:00am - 8:00pm EST Monday through Friday, excluding federal holidays.
- Free software/firmware updates (*systems with customized software will have to be quoted on an individual basis*).
- 10% discount on hardware parts

Standard Maintenance

- Unlimited phone support and diagnostics from 8:00am - 8:00pm EST Monday through Friday, excluding federal holidays.
- Free software/firmware updates (*systems with customized software will have to be quoted on an individual basis*).
- Free required repair parts (exclusions are Acts of God, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required).

Super Maintenance

- Unlimited 24/7 phone support and diagnostics with no holiday restrictions.
- Free software/firmware updates
- Free required repair parts
- Free Acts of God coverage (lightning) and site visits as required

Technical Support: If you decide not to purchase any of the above extended maintenance plans, you may purchase technical support on an as needed basis. Please inform all your associates who use the Customer Support Center that they will need to have a purchase order or credit card available when they call if no Maintenance Agreement is on file. Regardless of your decision, it is our desire to offer you the best possible support.

If you need additional information, please do not hesitate to contact Taylor Fenior at taylor.fenior@myfuelmaster.com or 800-888-9136 x1311.

MEMORANDUM

PROCUREMENT SERVICES
315 W. Main Street, Room 441
Tavares, FL 32778



LAKE COUNTY
FLORIDA

P: 352.343.9839
F: 352.343.9473
www.lakecountyfl.gov

To: David Heath, County Manager
Through: Stephen Keontz, Fiscal and Administrative Services *SK*
From: Barnett Schwartzman, Procurement Services
Date: May 19, 2014
Subject: Limited Competition, Facilities, Fuel Master Warranty Support

PROCUREMENT PROCEDURES FOR LIMITED COMPETITION ACQUISITIONS (SECTION 15 OF THE PURCHASING PROCEDURE MANUAL) REQUIRES PRIOR COUNTY MANAGER APPROVAL FOR PURCHASES IN EXCESS OF \$1,000 AND UNDER \$25,000.00 FOR WHICH THE STIPULATED FULL AND OPEN COMPETITIVE PROCESS IS WAIVED.

Facilities purchased new metering and control systems for fuel pumps located at County fuel sites via formal competitive solicitation (RFP) 13-0203. The solicitation provided for installation of new system controls, a one year warranty period, and options for subsequent one year maintenance terms. Award was made to Guardian Fuel technologies in February, 2013. The associated warranty period ends in June 2014.

It has been noted that Guardian has referred all maintenance and repair issues regarding the newly installed control systems to Syn-Tech Systems. As confirmed by the attached documents, Syn-Tech is in fact the sole vendor authorized to perform maintenance on the new controls. Given that, and the confirmation of no change in pricing; Facilities has recommended that we contract directly with Syn-Tech for the required services to allow for direct contact and quicker response to any repair requirement. Some repair requirements have an immediate impact on operational support to departments using the fuel sites. The County Attorney office has reviewed and approved the associated agreement subject to pricing confirmation (completed).

Procurement Services concurs in the recommendation based on the proprietary nature of the requirement, and the fact that the recommendation falls within the operational framework of the competitive award.

Approved:

David Heath
David Heath, County Manager

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICB, QEP
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5

MEMORANDUM

FLEET MANAGEMENT

A division of the Department of Facilities &
Fleet Management
20423 Independence Boulevard
Groveland, FL 34736



LAKE COUNTY
FLORIDA

P: 352.742.3980
F: 352.429.0206
www.lakecountyfl.gov

To: Barnett Schwartzman, Procurement Services Manager
Thru: Kristian Swenson, Facilities & Fleet Management Director *KS*
Thru: Keith Stevenson, Fleet Management Manager *KS*
From: Nikki Wright *NWright*
Date: April 30, 2014
Subject: Fuel Master® – Syntech Service Agreement (Sole Source / Proprietary)

Fleet Management utilizes Fuel Master® as the "key reader" for the County's four fuel sites. The warranty for the key readers will expire in June 2014. Fleet would like to contract directly with Syn-Tech Systems, Inc. Fuel Master® to provide an Extended Maintenance Agreements for each of the fuel sites. Syn-Tech Systems, Inc is the sole source for Fuel Master® software and hardware (letter from Fuel Master® attached).

During the past year, Fleet Management has worked directly with Fuel Master® to diagnose and repair components as necessary.

Staff has reviewed the three types of maintenance agreements and recommends the *Standard Maintenance Agreement*. The agreement will provide free updates for software/firmware, hardware/parts will be provided free of charge (defective parts will be returned via pre-paid shipping label(s) supplied by Fuel Master®), and unlimited telephonic/electronic diagnostic support Monday through Friday 8:00 am – 5:00 pm excluding holidays. The cost is \$918.75 per site for an annual total of \$3,675.00.

Attachments:

- Fuel Master® Extended Maintenance Agreement (to be signed)
- Fuel Master® Warranty Expiration Letter with Different Types of Maintenance Agreements
- Fuel Master® Sole Source Letter
- Email from Fuel Master® notes that they will change the date from April to June on the Umatilla Site
- Syn-tech Systems, Inc W9
- Email Justification comparing prices
- Fuel Master Email / Letter agreeing to set pricing through 2019 as long as the system type does not change.

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, Atty. Gen.
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5