

Invitation to Bid (ITB) # 12-022

Six Inch Trash Pump Dewatering System



CITY OF KEY WEST

SECTION 1 INTRODUCTION AND PROCEDURES

1.1 Purpose

The CITY OF KEY WEST is seeking bids for a Six Inch Trash Pump Dewatering System.

1.2 Service Requirements

The CITY OF KEY WEST has defined a set of mandatory requirements that are included in this Invitation to Bid (ITB).

1.3 Bid Format

The CITY OF KEY WEST requires a uniform proposal format to ensure that all proposals are fairly evaluated. The proposal sections are listed below. Please reference all numbered sections in the ITB. You may provide additional information relevant to a section that is not specified in the ITB at the end of your response to such section.

Please submit your proposal in the following order:

- Cover Letter Submit a cover letter on your letterhead signed by an authorized representative of your organization, certifying accuracy of all information in your proposal and acknowledging your agreement to be bound by and in compliance with our terms and conditions.
- Executive Summary Submit an executive summary of your bid, covering the main features and benefits that distinguish it.
- Domestic Partner Benefits Certification - Submit a written letter detailing bidder's compliance with the City's Domestic Partner Benefits Ordinance described in this bid package.
- Indemnification Form – Please sign the City's indemnification form included in this bid package.
- Sample Contract Submit a sample copy of your standard contract or agreement for services.
- Pricing Schedule Include a price schedule for all equipment. The Pricing schedule to be included in a bidder's response shall be found on the Unit Bid Price Schedule in this bid document. Unless otherwise indicated, it is assumed that the cost of all development necessary to meet the stated requirements as included in the pricing. If specific services are not to be included in this pricing, such items and the associated costs must be indicated and clearly identified.
- Delivery Submit one original and one (1) hard copy, to:

Hand Delivery, Overnight Services

City Clerk's Office
City of Key West
3126 Flagler Avenue
Key West, Florida 33040
(305) 809-3836

U.S. Postal Service

City Clerk's Office
City of Key West
PO Box 1409
Key West, Florida 33041



GRIFIN

Pump & Equipment, Inc.

5306 Clinton Drive

Houston, TX 77020

(713) 671-7000

June 26, 2012

To: City of Key West Florida

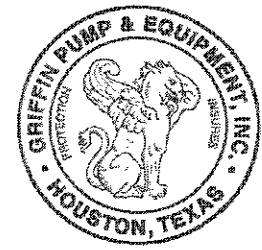
Subject: ITB #12-022 Cover Letter

Griffin Pump & Equipment, Inc. certifies that all of the information contained herein is accurate and we agree to the City's Terms of Purchase as shown in the Invitation to Bid (ITB #12-022).

A handwritten signature in black ink, appearing to read 'Jerry Soto'.

Jerry Soto,

Vice President



GRIFIN

Pump & Equipment, Inc.
5306 Clinton Drive
Houston, TX 77020
(713) 671-7000
June 26, 2012

Subject: ITB #12-022

Executive Summary

Griffin Pump & Equipment, Inc. is a nationwide full service pump manufacturing company. Through our parent company, Griffin Dewatering, we have been in business since 1934 and manufacturing pump equipment since that time. Griffin Pump and Equipment, Inc. was established in 1995 to concentrate on the manufacturing of pumps while Griffin Dewatering remains active on the service and application of pumping and dewatering methods.

Griffin Pump & Equipment offers its Model 400HPND/6MH (6") hydraulically driven submersible trash pump system which has been in production as part of our standard manufacturing line for over 25 years. A hydraulic submersible pump allows for flexibility on a project or jobsite while meeting performance requirements and needs.

This pump system package features a modular power unit powered by a John Deere liquid cooled engine and equipped with system control panel which provides emergency safety shut down capability for high engine temperature, low engine oil pressure, low hydraulic fluid level and high hydraulic fluid temperature. This power unit also features a fuel containment pan built into the enclosure.

The power unit offered incorporates a D.O.T. compliant trailer package, sound attenuation enclosure, an integral fuel tank for 24 hour use and lifting frame with eye.

The 6" Model 6MH pump head features a heat exchanger for hydraulic fluid cooling as well as an integral lifting frame with eye. This pump head is designed to fit into manholes (22") and is capable of handling 3" solids. The fabricated construction of the pump increases the durability and makes the pump easy to repair in the field. The double-bearing design increases the life of the bearings. Our internal seal-lubrication system provides for a closed-loop system that minimizes heat and increases the life of the mechanical seal. The vortex impeller allows for the pumping of a variety of materials.

Griffin will provide this unit with environmentally friendly AW 46 Biodegradable hydraulic fluid.



GRIFFIN

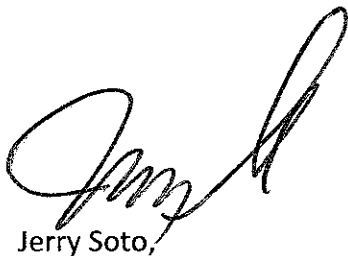
Pump & Equipment, Inc.
5306 Clinton Drive
Houston, TX 77020
(713) 671-7000
June 26, 2012

To: City of Key West, Florida

Subject: ITB #12-022

Domestic Partners Benefits Certification

Griffin Pump & Equipment, Inc. complies with all Federal and Local Laws and in as such would compliant with the City's Domestic Partnership Benefits Ordinance as detailed in Item 3.5, page 9 of this bid package.

A handwritten signature in black ink, appearing to read 'Jerry Soto', written in a cursive style.

Jerry Soto,

Vice President

CITY OF KEY WEST INDEMNIFICATION FORM

Contractor agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the Contractor's limit of or lack of sufficient insurance protection.

CONTRACTOR: Griffin Pump and Equipment Inc SEAL:
5306 Clinton Dr.
Houston, TX 77020
Address
[Signature]
Signature
Jerry Soto
Print Name
Vice President
Title

DATE: _____

GRIFFIN PUMP EQUIPMENT, INC
 5306 Clinton Drive, Houston, TX 77020
 (713) 671-7000 FAX (713) 6671-7077



SALE ESTIMATE

Quote # TDA-120626A Date 6/27/2012

Bill To: City of Key West
 Billing Address 3126 Flagler Ave
Key West, FL 33040

Ship to: _____
 Site Address _____

Contact Sue Snider - Purchasing
 Phone/ Fax _____

Expected Delivery: 6-8 weeks

Salesman TDA - Tom Aldridge

As you have requested, we would like to offer the following quotation for your consideration:

Qty	Part #	Description	Unit Cost	Total Price
1	400HPND	Hydraulic Power Unit 400HPND	\$41,508.64	\$41,508.64
		John Deere 4045T 80hp Engine		
		Fuel Tank Frame, 30VQ28 Hydraulic Vane		
		Pump, Relief Valve		
		55-gal Hyd. Reservoir Petro Canada AW 46 Oil		
1	06MH	Pump Hydraulic Submersible 06MH		
1	HOSE400	Hydraulic Hose Set x 50'		
		(1- #16 x 50', 1 - #20 x 50' w/ Female QD's)		
1		Hose 6" x 20' PVC Discharge Cam x Cam		
1		Hose 6" x 50' PVC Layflat Cam x Cam		
1		Enclosure	\$7,800.00	\$7,800.00
			Subtotal	\$49,308.64
			SALES TAX to be determined @	\$0.00
			Shipping & Handling	\$1,200.00
			GRAND TOTAL	\$50,508.64

This quotation is valid for 30 days from the above date.
 Griffin standard terms, conditions, and warranty apply.
 50% Deposit Upon Receipt of Order, Balance Upon Ready to Ship.

Ship Via: Best Way
 F.O.B: Houston - Griffin Plant

Special RFP# 12-022 Six Inch Trash Pump Dewatering System
 Notes _____

Accepted _____ PO/Ref # _____ Date: _____

GRIFFIN
PUMP & EQUIPMENT, INC.
SALES TERMS & CONDITIONS

ENTIRE AGREEMENT, MODIFICATIONS – These Terms and Conditions constitute the entire agreement between the parties for the goods. No change in, addition to, or waiver of the terms, conditions, and specifications contained herein shall be a binding obligation on SELLER unless approved in writing by its authorized representative.

TITLE AND RISK OF LOSS – Title to and risk of loss of the goods herein described shall pass to CUSTOMER upon delivery of said goods to a carrier at SELLER'S point of shipment. Title to and risk of loss of said goods shall pass to CUSTOMER in no other way, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges.

PAYMENT AND PRICES – SELLER, at its sole option, prior to accepting the contract for sale of Goods, may require CUSTOMER provide a LETTER OF CREDIT drawable in Houston Texas on presentment, and may, at its option, draw at sight on CUSTOMER. SELLER may require CUSTOMER to obtain an irrevocable letter of credit in favor of SELLER from an issuer acceptable to SELLER. In the event SELLER does not so draw or require such letter of credit, payment by CUSTOMER shall become due in the following terms: FIFTY PERCENT (50%) shall be due on order acceptance by SELLER, The remaining FIFTY PERCENT (50%) on completion and SELLER making the goods available for shipment. Terms of payment may also be set forth in an agreement between the parties which shall be executed by both SELLER, and Customer. Terms of payment by CUSTOMER, as herein above set forth, are of the essence of this agreement, and in the event of failure by CUSTOMER to make any payment when due, SELLER may decline to make further shipments until such default is cured. In the alternative, SELLER may elect to continue to make shipments despite the continuance of such default, but such election by SELLER shall in no way constitute a waiver of such default nor affect SELLER'S legal remedies.

CUSTOMER assumes full responsibility, including reporting and payment, of all taxes, however designated, or other governmental charges arising out of, levied or based upon, or in connection with the sale of the goods herein described, including state and local privilege, sales and use, or excise taxes based on gross revenue or any taxes or amount in lieu thereof paid or payable by SELLER in respect of the foregoing, exclusive however, of taxes paid on net income. In no event shall any charges for engineering services imply a conveyance of any design and/or manufacturing rights as to the goods herein described, unless such conveyance is expressly set forth on the face hereof.

WARRANTIES – SELLER warrants to CUSTOMER that in the goods being sold will be free from any liens or encumbrances, and that good title to the goods will be conveyed to CUSTOMER. SELLER warrants as stated in the WARRANTY DOCUMENT that is sent with the goods or under separate cover to CUSTOMER. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S sole obligation and CUSTOMER'S sole remedies are set forth in that WARRANTY DOCUMENT.

LIMITATION OF LIABILITY – SELLER SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, LIQUIDATED, OR CONSEQUENTIAL DAMAGES WHETHER ANY SUCH CLAIM OR LAWSUIT BE BASED ON TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST SELLER BE GREATER THAN THE PURCHASE PRICE OF THE SPECIFIC GOODS SOLD AND CAUSING THE ALLEGED DAMAGE. CLAIMS – Within FIFTEEN (15) days after tender of delivery to or receipt by CUSTOMER of any shipment and before any part of such goods (except for reasonable test and inspection quantities) has been changed from its original condition, CUSTOMER shall inform SELLER in writing if said goods are found defective or short in any respect. Failure to inform SELLER or use of said goods (except for reasonable test and inspection quantities) shall be conclusive that SELLER has satisfactorily performed. No returned GOODS shall be accepted without prior written authorization by SELLER.

PATENT INFRINGEMENT – If the goods herein described are to be manufactured by SELLER based on specifications or drawings furnished by CUSTOMER, CUSTOMER agrees to indemnify and hold harmless SELLER, its successors and assigns, against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement of any letter patent granted by the United States or any foreign government relating to the goods herein described. CUSTOMER agrees that in such event it will assume the defense of any and all such suits and pay all expenses incidental thereto.

TERMINATION – This agreement may be terminated under the following conditions only:

- a. If the goods herein described are to be used in the performance of a U.S. Government contract or subcontract, and the U.S. Government terminates for convenience of the prime contract in whole or in part, CUSTOMER may terminate this agreement in the same proportions, and liability of CUSTOMER for termination allowance shall be determined in accordance with the Sections of the Armed Services Procurement Regulation then applicable to termination of contracts, such termination allowance in this instance to be paid to SELLER within thirty (30) days of such termination by CUSTOMER.
- b. SELLER may terminate this agreement if CUSTOMER becomes unable to meet its obligations as they mature, or if any proceeding under bankruptcy or insolvency laws is brought by or against CUSTOMER, or if a receiver for CUSTOMER is appointed or applied for or if any assignment for the benefit of creditors is made by CUSTOMER.
- c. CUSTOMER may terminate this contract for sale of goods within Three days with a penalty of FIVE PERCENT (5%) of the Purchase price exclusive of any taxes and shipping. Thereafter until such time SELLER is 50% complete in its assembly, preparation, and/or manufacture of the goods which are the subject of this contract, CUSTOMER may terminate this agreement by payment of SEVENTY-FIVE PERCENT (75%) of the purchase price exclusive of taxes and shipping. Thereafter, CUSTOMER may terminate this agreement by payment of the full purchase price including any taxes exclusive of shipping.

FORCE MAJEURE – SELLER shall not be liable for any loss or damage of any nature whatsoever incurred or suffered as a result of any failures or delays in performance due to any cause or circumstances beyond its control, including but not by way of limitation any failures or delays in performance caused by any strikes, lockouts, or labor disputes, fires, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with the laws of the United States of America or with the orders or policies of any governmental authority, delays in transit or delivery on the part of the transportation companies or communication facilities, or failures of sources of materials. SELLER may, as its option, make deliveries ratably with reference to itself and all its customers.

EXPORT OR IMPORT LICENSE – CUSTOMER shall procure at its expense any export or import licenses required for any of the material included in this quotation.

SHIPMENT - SELLER'S pricing is FOB its loading dock. All risk of loss, shipping costs, insurance are the responsibility of the CUSTOMER. Unless the CUSTOMER has made other written arrangements (signed by the SELLER) with SELLER it will place the GOODS FREIGHT COLLECT with a nationally recognized carrier. SELLER Specifically disclaims any responsibility as to the carrier selected or their actions, and CUSTOMER agrees to HOLD SELLER HARMLESS from any claims it may have or those of third parties due that acts or omissions of the carrier or the selection of the carrier.

Limited Warranty

PUMPS AND POWER UNITS

This LIMITED WARRANTY is extended only to the original end user/purchaser of products manufactured by Griffin Pump & Equipment, Inc., 5306 Clinton Drive, Houston Texas, 77020. Griffin Pump & Equipment, Inc., hereinafter referred to as "Griffin", warrants the products it manufactures to be free of defects in materials and workmanship. This warranty extends only to the original end user/purchaser, hereinafter referred to as "Consumer", and commences on the date of sale to said Consumer and remains in effect for a period of twelve (12) months, or 5,000 hours of operation, whichever occurs first.

Delivery schedule is not covered by any warranty terms, and all dates given are approximate and subject to change without notice.

THIS WARRANTY DOES NOT COVER:

- a. Adjustment or replacement of maintenance items, such as, but not limited to: seals, bearings, lubrication and filters.
- b. Any work performed to correct malfunction caused by misuse, negligence or disregard of Griffin's written instructions concerning installation, operation and maintenance of its products.
- c. Additional service work performed above that which is required to satisfy warranty requirements.
- d. Transportation charges, haul-out, travel time, loss of use, loss of profit or any other consequential charge or damage either foreseeable or not foreseeable.
- e. Any damage caused by sand or abrasive materials, chemical deposits, corrosion, hazardous waste or material, highly viscous fluids, fluids with a specific gravity greater than 1.025, acts of God or other outside forces beyond the control of Griffin.
- f. Engines, electric motors, vacuum pumps, and other items not of Griffin's manufacture. **Warranty on these items, if any, is the warranty provided by the manufacturer of those items.**
- g. Repairs or replacement made without authorization from Griffin or repairs made other than at a service facility designated by Griffin.
- h. Warranty coverage is only for equipment used in the same application, which as disclosed to Griffin at the time of original purchase, and is reflected in Griffin Documentation at the time of the equipment's original purchase. **Any use other than that for which the unit was designed abrogates any warranty on that equipment.**
- i. Any equipment not purchased for use in the United States or Canada.
- j. Any modification or alteration to the equipment not done by Griffin voids warranty coverage.
- k. Seller assumes no responsibility for compliance with any regulations, codes, or ordinances applicable to the installation, location, operation or maintenance of its products.

In the event of any failure of the product, which the consumer believes is covered by the warranty, the original Consumer must deliver or ship the defective unit or parts, freight prepaid, to the factory or any of the Griffin authorized parts and service centers, providing prior permission is obtained from the factory. Griffin agrees that it will replace or repair (at our option) any unit or parts where defect results from matters covered by this warranty without charge to the original Consumer, provided said defect occurred within the warranty period. Griffin or the authorized service repair centers will not be responsible for the cost of replacement of the units or parts, or the shipment of said unit or parts to or from Griffin's plant or service centers.

Griffin's warranty obligation with regard to equipment not of its own manufacture is limited to the warranty actually extended to Griffin by its suppliers. Should a failure occur during the warranty period, the original Consumer must notify Griffin Pump & Equipment, Inc., Houston, Texas and follow the instructions given. **This warranty does not cover repairs or replacement made without notification or approval of Griffin Pump And Equipment, Inc.**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF THE SELLER HAS THE AUTHORITY TO BIND THE SELLER TO ANY AFFIRMATIONS, REPRESENTATION OR WARRANTY CONCERNING THE PRODUCT SOLD EXCEPT THOSE STATED IN THIS WARRANTY. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IMPLIED WARRANTIES, WHEN APPLICABLE, SHALL COMMENCE UPON THE SAME DATE AS THE EXPRESS WARRANTY ABOVE AND SHALL, EXCEPT FOR WARRANTIES OF TITLE, EXTEND ONLY FOR THE DURATION OF THE WARRANTY.

Some states do not allow limitations on how long the implied warranty lasts, so that the above limitations may not apply to you. The only remedy provided to you under an applicable implied warranty or the express warranty shall be the remedy provided under the express warranty, subject to the terms and conditions contained therein.

Griffin Pump & Equipment, Inc. shall not be liable for incidental or consequential losses and damages under express warranty, any applicable implied warranty or claim of negligence, except to the extent that this limitation is found to be unenforceable under applicable state law.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state.

ANTI-KICKBACK AFFIDAVIT

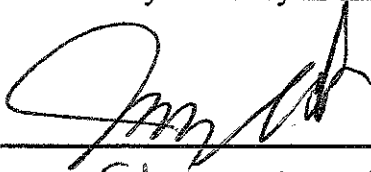
STATE OF ~~FLORIDA~~ ^{TEXAS}

SS


COUNTY OF ~~MONROE~~ ^{HARRIS}

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

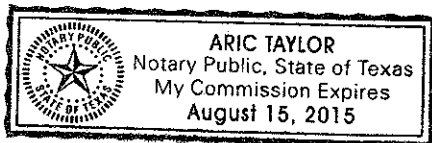

Jerry Soto Vice President

sworn and prescribed before me this 26th day of JUNE, 2012



NOTARY PUBLIC, State of ~~Florida~~ ^{TEXAS}

My commission expires: 8/15/15



LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. *Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.*
 - b. *Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.*
 - c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Print, Type or Stamp Name of Notary

Title or Rank

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to City of Key West Florida
by Jerry Soto, Vice President
(Print individual's name and title)
for Griffin Pump and Equipment Inc
(print name of entity submitting sworn statement)

whose business address is 5306 Clinton Dr, Houston Tx 77020
and (if applicable) its Federal Employer Identification Number (FEIN) is 76-0454978
(If the entity has no FEIN, include the Social security Number of the individual signing
this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime;
or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. the term "affiliate" includes those officers, directors, executives,

partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT

PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]
(SIGNATURE)

6-26-2012
(DATE)

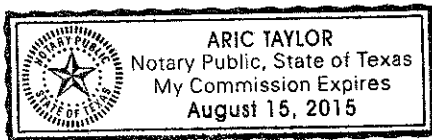
STATE OF TEXAS

COUNTY OF HARRIS

PERSONALLY APPEARED BEFORE ME, the undersigned authority Jerrey Soto who, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above of this 26th day of JUNE, 2012

[Handwritten Signature]
NOTARY PUBLIC

My commission expires: 8/15/15



UNIT PRICE BID SCHEDULE

1. ~~11200D~~ Drive unit equipped with the following: **GRIFFIN 400HPND**
- John Deere Engine Model #CK4045, four cylinder, 75 Horsepower
 - Portable Trailer Mounted Unit (Off Road Use)
 - D.O.T. Package – Fenders and Lights (Usually required for highway use).
 - Electric Brake Package (w/charger & breakaway switch. Brake system usually required for highway use).
 - Lockable Battery Box
 - Lifting Frame
 - Military Hitch
 - One six inch x 20 foot rigid discharge hose
 - One six inch x 50 foot flexible discharge hose
 - On Site Training
 - 2 Year Warranty on Pump and Parts
2. ~~HTC006~~ Hydraulic trash pump equipped with the following: **GRIFFIN 06MH**
- ~~• 3/4" x 50' Hydraulic Hose~~
 - 1" x 50' Hydraulic Hose
 - 1 1/4" x 50' Hydraulic Hose
- \$ 41,508.64
3. Sound Attenuation Enclosure \$ 7,800.00
4. Shipping to Key West \$ 1,200.00
- TOTAL** \$ 50,508.64

Other Options (please list each item)

City of Key West, FL
RFP# 12-022
Notice of Exceptions

Griffin Pump & Equipment, Inc. is pleased to present our proposal to furnish:

Six Inch Dewatering Pump System

With the following exceptions:

Manufacturer shall be Griffin Pump & Equipment, Inc.

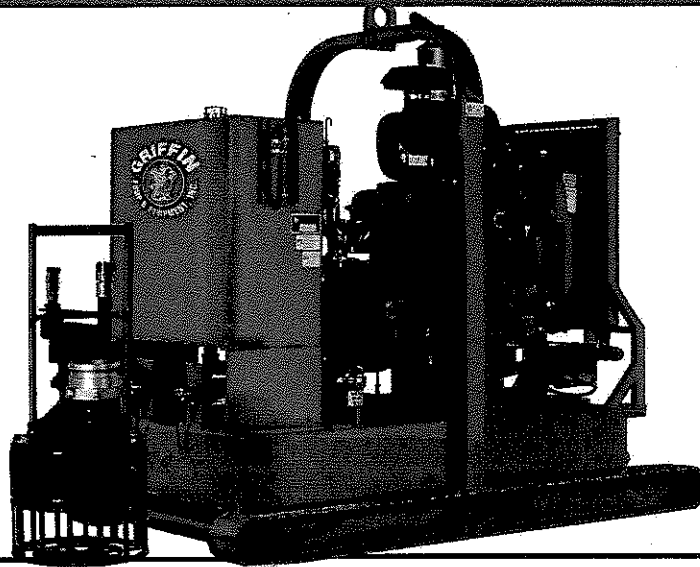
Model shall be 400HPND Hydraulic Power Unit and 06MH Hydraulic Submersible Pump

Warranty shall be 1-year or 5,000 hours on components. Engine shall be 2-year per engine manufacturer.

$\frac{3}{4}$ " x 50' Hydraulic Hose not required nor supplied.

GRIFFIN

400 Series Hydraulic Power Unit Model 400HPND



MODEL FEATURES

- Self-contained, portable, diesel-driven hydraulic power unit
- Capable of powering hydraulic submersible pumps or other hydraulic equipment
- Operates efficiently at a wide range of conditions
- Can be positioned in remote areas without the need for electrical power and away from the pumphead
- Uses biodegradable oils
- Rugged, quality construction

ENGINE

MAKE: John Deere
MODEL: 4045DF150 (80)
TYPE: 4-cylinder, 4-cycle liquid-cooled, naturally-aspirated diesel
DISPLACEMENT: 276 cu in.
GOVERNOR: Mechanical
LUBRICATION: Constant pressure, full flow
AIR CLEANER: Dry type reusable
ELECTRICAL SYSTEM: 12V DC
SAFETY SHUTDOWNS: High head temperature, low oil pressure
MANUFACTURER'S PERFORMANCE: Rated Power-hp (kW)

intermittent:	80 (60)
continuous:	72 (54)

Rated speed - rpm: 2500

HYDRAULIC PUMP

TYPE: Rotary Vane
RATED CAPACITY: 28 gpm
@ 1200 rpm @ 100 psi
CASING: Class 30 cast iron

HYDRAULIC OIL SYSTEM

CONSTRUCTION: carbon steel
OIL CAPACITY: 54 gallons
RECOMMENDED BIODEGRADABLE OIL: Petro Canada Environ AW46

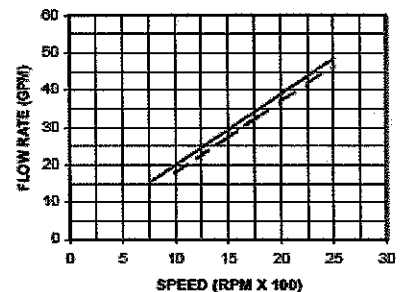
STANDARD FITTINGS

HIGH PRESSURE: 1" Wing- Style Male Quick Disconnect Fitting
LOW PRESSURE: 1-1/4" Wing- Style Male Quick Disconnect Fitting
All hoses rated for 3000 psi.

STANDARD EQUIPMENT

- Integral fuel tank with 24 hour run time fuel capacity mounted on I-beam frame
- Center point lifting bail
- Battery box
- Needle valve and pressure gauge
- Hydraulic pressure relief valve
- Hydraulic oil reservoir
- Auxillary Hydraulic oil cooler

HYDRAULIC PUMP FLOW CAPACITY



AVAILABLE OPTIONS

- Optional DOT trailer
- Other engines available per customer request (including Kubota, Perkins, Deutz)
- Custom fabrications available

PHYSICAL DIMENSIONS

WEIGHT: 3,080 lbs.
LENGTH: 91"
WIDTH: 44"
HEIGHT: 79"

In the interest of product improvement, specifications may change without notice.



GRIFFIN

Pump & Equipment, Inc.

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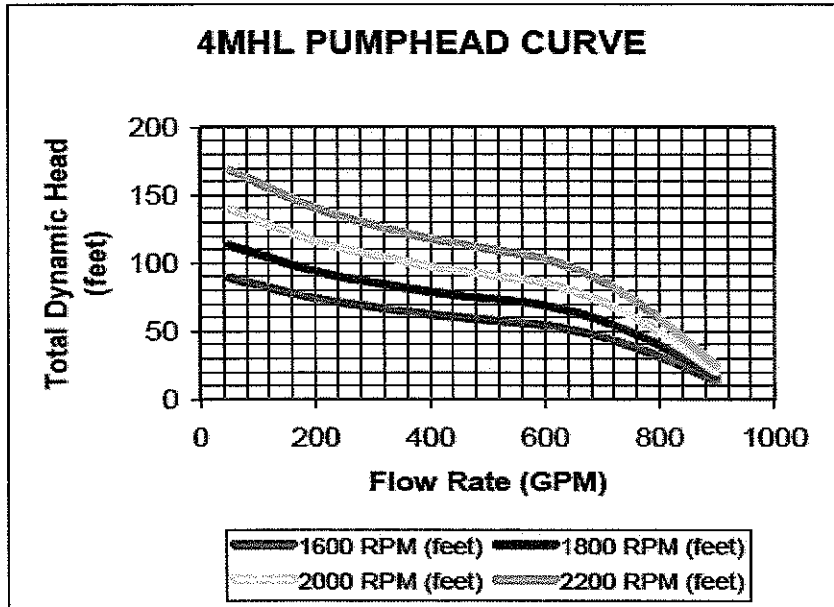
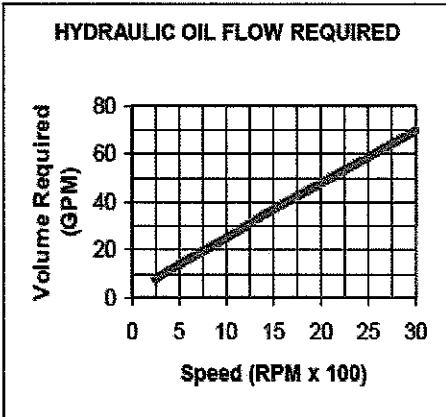
GRIFFIN HYDRAULIC DRIVEN SUBMERSIBLE PUMPS

MODEL: 04MHL

IMPELLER: MATERIAL-HANDLING
TYPE

SUCTION: 3"

DISCHARGE: 4"



OIL: SAE10W, 150 SSU @ 100deg F

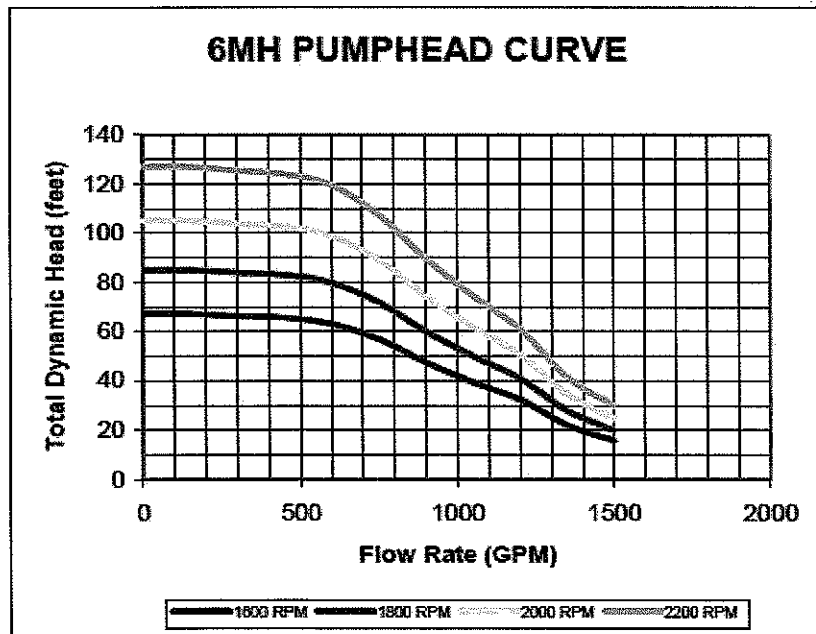
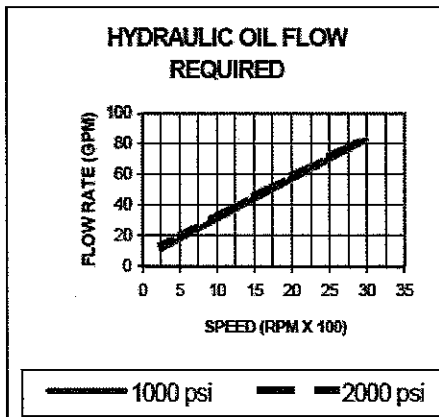
BASED ON 2300 PSI RELIEF VALVE SETTING

MODEL: 06MH

IMPELLER: MATERIAL-HANDLING

SUCTION: 5"

DISCHARGE: 6"



OIL: SAE10W, 150 SSU @ 100deg F

BASED ON 2300 PSI RELIEF VALVE SETTING



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Pump & Equipment, Inc.

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