

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

BEFORE THE CHIEF PROCUREMENT OFFICER

DECISION

In Re: Protest of Superior Diesel, Inc.

CASE NO. 2015-135

Protest of Solicitation No. 5400009242 for Diesel Engines for the South Carolina Department of Natural Resources R/V Palmetto

POSTING DATE: May 15, 2015

MAILING DATE: May 15, 2015

The South Carolina Consolidated Procurement Code (the Code) grants any actual bidder the right to protest the award or intended award of a contract, except that a matter that could have been raised as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract. S.C. Code Ann. § 11-35-4210(1)(b). This solicitation was issued by the South Carolina Department of Natural Resources (DNR) for two diesel engines for the R/V Palmetto. Superior Diesel, Inc. (Superior) protests the intended award of a contract to Marine Propulsion, Inc. (Marine) [Attachment 1] The Chief Procurement Officer¹ issues this ruling without a hearing.

Findings of Fact

Invitation For Bids Published:	02/13/2015
Amendment 1 Issued	02/13/2015
Bid Opening	03/03/2015
Intent To Award Issued	03/06/2015
Protest Received	03/13/2015

Background

The Invitation to Bid required that all items be Continuous Duty rated for 550 to 660 horsepower at 1800 rpm.

1. These 2 marine engines must be continuous duty, in-line 6 cylinder or V8 diesel engines with appropriate clutches (~4.53 ratio) mounted. They must have sufficient output to achieve 550-660 HP at 1800 RPMS, shall be air started and keel cooled. All necessary controls, gauges, wiring harnesses, and throttles shall be provided for two pilot stations, the main pilot house and an after steering station. The vessel is set-up with 5" drive shafts, so the engines and clutches must be compatible with these shafts. These engines must meet or exceed all EPA standards, and be at least Tier 3 compliant.

[Scope of Work, Page 1]

¹ The Interim Materials Management Officer delegated the administrative review of this protest to the Chief Procurement Officer for Information Technology.

Superior protests that Marine bid a ZF W350-1 clutch which has a maximum continuous duty cycle of 500hp @ 1800 rpm or less.

Discussion

A contract is comprised of an offer and an acceptance. In State Government, the Invitation For Bids is an invitation for bidders to submit an offer that meets all the State's material and essential requirements as stated in the IFB. The vendor's bid is the offer. Section 11-35-1520(6) of the South Carolina Consolidated Procurement Code requires that "Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in this code." A Statement of Award or Intent to Award must be issued to the lowest responsive and responsible bidders whose bid meets the requirements set forth in the invitation for bids. (Section 11-35-1520(10)) The State's Statement of Award or Intent to Award is the acceptance of that offer. When the State issues a Statement of Award or Intent to Award, there has been a meeting of the minds and the terms of the contract have been determined. Offer and acceptance have been completed and only payment and performance remain. No material terms of the contract can be varied after the notice of intent to award. (In Re: *Protest By Amdahl Corporation and International Business Machines*, Panel Case 1986-6)

The scope of work required these marine engines to be continuous duty, in-line 6 cylinder or V8 diesel engines with appropriate clutches (~4.53 ratio) mounted. They must have sufficient output to achieve 550-660 HP at 1800 RPMS, shall be air started and keel cooled. A clutch with a continuous duty cycle of 550 – 600 HP at 1800 rpm is a material and essential requirement of the bid. Marine completed the bidding schedule to reflect the price of \$99,500 for one engine and \$199,000 for two engines, clutches with all wiring and gauges. [Attachment 2] Superior completed the bidding schedule to reflect \$235,315.80.

In this case, Marine's bid (the offer) included an attachment, a "Marine Propulsion, Inc. Estimate" [Attachment 3], which included a description of the engine and the clutch part number - ZF W350. When the State issued the Intent to Award to Marine, it accepted Marine's offer including the attachment. There is no disagreement that a W350 clutch does not meet the requirements of the bid.

Marine offers the following explanation for the non-compliant part number:

Per your request I am sending you this email to explain the mistake made in the engine bid for the RV Palmetto. The mistake was a typo on my part. The transmission should have been listed as a ZF W650 and not a W350 in the original estimate sent. The price given in the original estimate reflected the cost of W650 transmissions. It was always our intention to include ZF W650 transmissions with this bid.

[Attachment 4]

Section 11-35-1520(13) allows for the correction or waiver of minor informalities and irregularities in a bid:

A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The procurement officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of the State.

However, the clutch is a material and essential requirement of the bid and changing the clutch part number cannot be considered a minor informality or irregularity. Regulation 19-445.2077(D) provides that:

The Invitation for Bids shall state that bid samples or descriptive literature should not be submitted unless expressly requested and that, regardless of any attempt by a bidder to condition the bid, unsolicited bid samples or descriptive literature which are submitted at the bidder's risk will not be examined or tested, and will not be deemed to vary any of the provisions of the Invitation for Bids.

Unfortunately, this solicitation did not put bidders on notice that descriptive literature should not be submitted.

In *Appeal by Blue Bird Corp.*, Panel Case 1994-15, the Procurement Review Panel addressed a similar issue and cautioned:

The Panel would caution vendors that optional information could cause confusion and be grounds for rejection of a bid as nonresponsive

Regulation 19-445.2070(D)(2) allows that:

(2) Bidders may be requested to delete objectionable conditions from their bid provided that these conditions do not go to the substance, as distinguished from the form, of the bid or work an injustice on other bidders. Bidder should be permitted the opportunity to furnish other information called for by the Invitation for Bids and not supplied due to oversight, so long as it does not affect responsiveness.

However, a clutch with a continuous duty cycle of 550 – 600 HP at 1800 rpm is a material and essential requirement of the bid and identification of the part number goes directly to the responsiveness of the bid.

Regulation 19-445.2070(A) requires that:

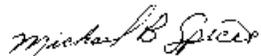
Any bid which fails to conform to the essential requirements of the invitation for bids shall be rejected.

Because Marine's bid proposed to install a clutch that did not conform to the specifications, its bid must be rejected.²

Determination

For the reasons stated above, the protest by Superior Diesel, Inc. is granted and this procurement is remanded to the Department of Natural Resources for processing in accordance with the Code.

For the Information Technology Management Office



Michael B. Spicer
Chief Procurement Officer

² Superior also attached documents to its bid which included a quote. [Attachment 5] This quote included an estimated freight charge of \$1,800 and a statement that: "Estimated freight charges are inbound to Superior Diesel facility." Regulation 19-445.2070(D)(1) states that:

Ordinarily a bid should be rejected when the bidder attempts to impose conditions which would modify requirements of the invitation for bids or limit his liability to the State, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids should be rejected in which the bidder:

(a) attempts to protect himself against future changes in conditions, such as increased costs, if total possible cost to the State cannot be determined;

Superior's "estimated freight charge" means that the total price to the State cannot be determined. Thus, its bid is also ineligible for award.

STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW

Protest Appeal Notice (Revised October 2014)

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILE BY CLOSE OF BUSINESS: Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

FILING FEE: Pursuant to Proviso 108.1 of the 2014 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. The Request for Filing Fee Waiver form is attached to this Decision. If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel
Request for Filing Fee Waiver
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

Name of Requestor

Address

City

State

Zip

Business Phone

1. What is your/your company's monthly income? _____

2. What are your/your company's monthly expenses? _____

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

_____ day of _____, 20_____

Notary Public for South Carolina

Requestor/Appellant

My Commission expires: _____

For official use only:

_____ Fee Waived

_____ Waiver Denied

Chairman or Vice Chairman, SC Procurement Review Panel

This _____ day of _____, 20_____

Columbia, South Carolina

NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.

	SUPERIOR DIESEL, INC.		THE FINEST DIESEL SERVICE
	MAILING ADDRESS	SHIPPING ADDRESS	
	P.O. Box 63365 North Charleston, SC 29419-3365	6881 Bulldog Drive North Charleston, SC 29406	
	PHONE (843) 553-8331	FAX (843)553-7536	

March 13, 2015

VIA EMAIL: protest-mmo@mmo.sc.gov

FACSIMILE: (803) 737-0639

AND FIRST CLASS MAIL:

State of South Carolina
Chief Procurement Officer
Materials Management Office
120 Main Street, Suite 600
Columbia, SC 29201

Re: Formal Protest for Solicitation #5400009242

Please allow this letter and attached documents and specifications to serve as Superior Diesel Inc.'s formal protest of the Intent to Award Solicitation 5400009242 posted on March 6, 2015 ("ITA").

After the ITA was issued, Superior Diesel contacted SCDNR Procurement Officer Jessica Monts on March 10th to discuss the content of the bid selected for the intended contract award. Ms. Monts indicated that the bid submitted by Marine Propulsion, Inc. called for, in pertinent part, provision of the following equipment:

- Scania engine rated at 550hp @ 1800 rpm
- ZF W350 Clutch (marine gear/transmission) with a 4.5 gear ratio

The Invitation to Bid, containing SCDNR's Engine Specifications and Requirements for Repowering the R/V PALMETTO ("ITB") required that all items be Continuous Duty rated for 550 to 660 horsepower at 1800rpm. The ZF W350-1 clutch (the only model ZF has in the series of this clutch)¹ in the bid selected for the ITA has a continuous duty rating of only 500hp@1800 rpm (ZF W350-1 Technical Data Sheet attached as Exhibit B)².

Superior Diesel is a certified ZF service center. The proposed ZF W350-1 clutch would not be approved by ZF for a continuous duty application to meet the specification stated in the scope of work (550 to 660 horsepower@1800rpm). The intended continuous duty application of the ZF W350-1 clutch is for commercial vessels with a maximum of

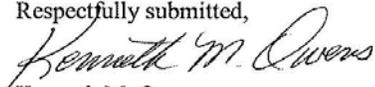
¹ The ZF Application Guide supplied to all certified ZF service centers contains technical data for various ZF products and applications. Exhibit A shows that the only clutch model in the "ZF W350" series is the ZF W350-1.

² The Technical Data Sheet shows a maximum continuous duty horsepower rating of 500@1800rpm for the ZF W350-1 with a 4.536 ratio. Exhibit B

500hp@1800rpm or less. Using a clutch which is underrated for the intended use will drastically shorten clutch life and can cause catastrophic damage to both the clutch and engine and void both of the manufacturer's warranty. (Manufacturer's warranty disclaimer attached as Exhibit C). Given the mission of the R/V PALMETTO and the extended voyages which it undertakes, it is a given that both performance and reliability in its running gear are of the utmost importance and cannot be achieved with a clutch which is underrated for the application.

Superior Diesel protests the ITA as issued by SCDNR because it has selected a bid which does not meet the clear requirements of the ITB, thereby giving improper preference to this bid over Superior Diesel's bid, which was submitted in full compliance with the ITB. In order to meet the continuous duty specifications and horsepower requirements of the ITB, Superior Diesel's bid called for a clutch model that was significantly more expensive than the ZF W350 series in the bid selected by the ITA. We respectfully request that the ITA be reconsidered and that only bids meeting the ITB required specifications be given consideration in selecting the vendor.

Respectfully submitted,



Kenneth M. Owens
Vice President – Superior Diesel, Inc.

Continuous Duty
Single Speed

C

Exhibit
A

MODEL	RATIOS	POWER/HPM		INPUT POWER CAPACITY						MAX RPM	WEIGHT		BELL HS.GS. AND NOTES
		kW	hp	1600 rpm		1800 rpm		2100 rpm			kg	lb	
				kW	hp	kW	hp	kW	hp				
ZF 305-3 A 7 degrees	1.200, 1.514, 1.733, 2.037	0.1296	0.1738	207	276	233	313	272	365	3000	67	213	SAE 1, 2, 3
	2.179	0.1154	0.1547	185	248	208	276	242	325	3000			
	2.423	0.1136	0.1524	182	244	205	274	239	320	3000			
ZF 311	0.804*, 1.000, 1.477, 1.946, 2.548	0.1295	0.1737	207	278	233	313	272	365	2600	171	376	SAE 1, 2
	3.048*, 3.455*	0.1103	0.1479	176	237	189	256	232	311	2600			
		0.1295	0.1737	207	278	233	313	272	365	2600	140	308	
ZF 311 A 7 degrees	1.092, 1.501, 1.759, 2.033	0.1295	0.1737	207	278	233	313	272	365	2600			SAE 1, 2
	2.492	0.1103	0.1479	176	237	189	256	232	311	2600			
		0.1295	0.1737	207	278	233	313	272	365	2600	140	308	
ZF W320	2.958	0.1491	0.2000	239	320	268	360	313	420	2400	270	594	SAE 1, 2
	4.048	0.1368	0.1834	219	293	246	330	287	385	2400			
	4.526	0.1284	0.1722	205	275	231	310	270	352	2400			
	4.950	0.1160	0.1556	186	249	209	280	244	327	2400			
ZF 325-1	1.000, 1.050*, 1.167*, 1.225*, 1.459, 1.727	0.1556	0.2087	249	334	280	376	327	438	3000	130	285	SAE 1
	2.033, 2.250*												
	2.500	0.1450	0.1945	232	311	261	350	305	408	3000			
	2.957	0.1326	0.1778	212	284	239	320	278	373	3000			
ZF 325-1 A 7 degrees	1.216, 1.485, 1.733, 2.037, 2.240*	0.1556	0.2087	249	334	280	376	327	438	3000	130	285	SAE 1
	2.417	0.1450	0.1945	232	311	261	350	305	408	3000			
ZF W325	2.933*, 3.407, 3.558	0.1657	0.2221	265	355	299	400	348	457	2600	315	693	SAE 1
	4.409	0.1533	0.2056	245	329	276	370	322	432	2600			
	4.913	0.1328	0.1778	212	284	239	320	278	373	2600			
	5.167*	0.1243	0.1667	199	267	224	300	261	350	2600			
ZF 335 A 7 degrees	1.441, 1.594, 1.767, 1.964, 2.192	0.1802	0.2417	266	367	324	435	378	507	3000	159	350	SAE 1
	2.458	0.1699	0.2279	272	365	306	410	357	476	3000			
ZF W350-1	3.026*, 3.500, 3.968, 4.536, 4.962, 5.458*	0.2071	0.2778	331	444	373	500	435	583	2400	500	1100	SAE 0, 1
	5.955												
	6.409*	0.1781	0.2389	285	382	321	430	374	502	2400			
ZF 360	0.925*, 1.000, 1.045, 1.125*, 1.237, 1.500	0.1802	0.2417	288	387	324	435	378	507	3000	185	407	SAE 1, 0*
	1.774, 1.996, 2.185, 2.460, 2.625												
ZF 360 A 7 degrees	1.216, 1.485, 1.767, 1.964, 2.192, 2.478	0.1775	0.2380	284	381	319	428	373	500	3000			SAE 1, 0*
	2.609	0.1802	0.2417	288	387	324	435	378	507	3000	187	411	
ZF 370 V 10 degrees	1.125, 1.263, 1.529, 1.774, 2.000, 2.222	0.1802	0.2417	288	387	324	435	378	507	3000	184	427	

* Special Order Ratio.

ZF W350-1

Exhibit
B

RATINGS

Ratios	Power Factor		Input Power Capacity							
	kW/RPM	hp/RPM	kW	hp	kW	hp	kW	hp	kW	hp
Medium Duty - Diesel			1800 RPM		2100 RPM		2300 RPM		2400 RPM (max)	
3.026*, 3.500, 3.968, 4.536, 4.962, 5.458*, 5.955	0.2379	0.3190	428	574	500	670	547	734	571	766
6.409 [‡]	0.2078	0.2787	374	502	436	585	478	641	499	669
Continuous Duty - Diesel			1600 RPM		1800 RPM		2100 RPM		2400 RPM (max)	
3.026*, 3.500, 3.968, 4.536, 4.962, 5.458*, 5.955	0.2071	0.2777	331	444	373	500	435	583	497	666
6.409 [‡]	0.1781	0.2388	285	382	321	430	374	501	427	573

* Special Order Ratio

2

Exhibit
C

ZF - Marine Warranty Pag.1/3 rev. 19 Apr 2000

Terms of coverage

ZF-Marine warrants that products sold for marine propulsion applications shall be free from defects in material or workmanship. ZF-Marine's obligation is limited to the replacement or repair at its sole option of parts found to be defective upon its examination, provided that the part or parts are returned to the nearest authorized ZF-Marine dealer.

Under this warranty, ZF-Marine will reimburse for:

- Labour costs in accordance with ZF-Marine's Standard Repair Time Guidelines (Flat Rates)
- The provision at ZF-Marine's discretion, of new, or ZF-Marine approved repaired parts or assembled components necessary to repair the defective gearbox. Items replaced under warranty become the property of ZF-Marine
- Removal and reinstallation of the gearbox in accordance with ZF-Marine's Standard Flat Rate Schedule

Warranty Period

The standard warranty period is 24 months from the date of original shipment by ZF-Marine or 12 months after commissioning of the craft, whichever occurs first.

The warranty period for non commercial marine pleasure craft applications* is 36 months from the date of original shipment by ZF-Marine or 24 months after commissioning of the craft.

If failure occurs within the warranty period and constitutes a breach of warranty, repair or replacement parts will be furnished at no-charge and these parts will be covered by the remainder of the unexpired warranty in effect on the complete unit.

* Pleasure Boat
 - Highly intermittent operation with very large variations in engine speed and power.
 - Average engine operating hours limit: 500 hours/year (for 110/130 300 hours/year)
 - Typical hull forms: Planing
 - Typical applications: Private, non-commercial, seaworthier sports/leisure activities.

Limitations Pag.3/3 rev. 19 Apr 2000

ZF-Marine is not responsible for failures resulting from:

- Any use, maintenance or installation not in accordance with precision, methods and instructions approved or provided by ZF-Marine
- Unauthorized repairs
- Unreasonable delay on the part of the user in making the gearbox available after noticing faults
- External influences including torsional vibrations
- Unauthorized modifications
- Damage to parts, fixtures, attachments and accessories, which were not supplied by ZF-Marine
- Damage due to neglecting of corrosion protection
- Repair work to equipment other than ZF-Marine components, or other costs resulting from a warranty failure, however not directly related to the gearbox repair
- Improper application

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES AS SPECIFIED HEREIN. UNDER NO CIRCUMSTANCES, INCLUDING A FAILURE OF THE EXCLUSIVE REMEDY, SHALL ZF-MARINE BE LIABLE FOR ECONOMIC LOSS, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

ZF MARINE GMBH
 83038 Friedrichshafen
 Germany
 Tel. (0)7541-77-0
 Fax (0)7541-77-4000

ZF - Padova S.p.A.
 Via Preghè, 48
 35030 Caselle di Selvazzano
 Italy
 Tel. (0)49-8299311
 Fax (0)49-8299570

ZF MASSON S.A.
 5, Rue Henri Cavallier
 P - 89100 Saint Denis les Sens
 France
 Tel. (0)386 - 956200
 Fax (0) 386 - 956296

ZF do Brasil S.A.
 Avenida Cande Zeppelin, 1935
 CEP 13105-000 Sorocaba
 Brasil
 Tel. (0) 15 - 2352586
 Fax (0) 15 - 2352233

ZF HURTH MARINE S.p.A.
 Via S. Andrea, 16
 38062 Arco (TN)
 Italy
 Tel. (0) 464 - 580555
 Fax (0) 464 - 580544

3

VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

BIDDING SCHEDULE (NOV 2007)

Item	Quantity	Unit of Measure	Unit Price	Extended Price
1	2	each	\$ 99500.00	\$ 199000.00
Product Catg.: 12058 - Motors Inboard Diesel Marine				
Item Description: Main Diesel engines and clutches, with				
Tendering Text: all wiring and gages, complying with all specifications listed in the solicitation and attachments.				
Question	Mandatory / Optional	Multiple Responses Accepted?	Response	
SC/US End-Product Pref. Section 11-35-1524, IIB & VIIB. Select SC End Product Preference if product is made, manufactured or grown in SC. Select US End Product if product is made, manufactured or grown in the US. Select No if not claiming a preference.	Mandatory	No	<input type="checkbox"/> YES, I AM CLAIMING SC END PRODUCT PREFERENCE <input type="checkbox"/> YES, I AM CLAIMING US END PRODUCT PREFERENCE <input checked="" type="checkbox"/> NO, I AM NOT CLAIMING EITHER PREFERENCE	
ARE YOU REQUESTING THE SC RESIDENT VENDOR PREFERENCE? SEE THE SC PROCUREMENT CODE, SECTION 11-35-1524(C)(1)(I)&(II) AND SECTION IIB OF THIS SOLICITATION FOR MORE INFORMATION. FOR A FAQ ON THESE PREFERENCES, PLEASE SEE WWW.PROCUREMENT.SC.GOV/PREFERENCES	Mandatory	No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

]



Marine Propulsion, Inc.

Marine Propulsion
 PO Box 129
 Wadmalaw Island, SC 29487

(843)559-1025
 susieblack@marinepropulsionsc.com
 www.marinepropulsionsc.com

Estimate

Date	Estimate #
02/27/2015	1086

Address
 SCDNR
 217 Ft. Johnson Rd.
 Charleston, SC 29412

Activity	Quantity	Rate	Amount
<ul style="list-style-type: none"> Solicitation Number 5400009242 R/V Palmetto --- Scania Diesel Engine - 16 Liter V8 550 hp @ 1800 rpm with ZF W350 Transmissions. Steel casing and electric shift. Includes Glendinning dual station controls. 	2	99,500.00	199,000.00T

Attached is the estimate you requested. Please do not hesitate to call and discuss and questions or concerns.
 Thanks so much for the opportunity to quote this job.

SubTotal	\$199,000.00
Tax (8.5%)	\$16,915.00
Total	\$215,915.00

Accepted By _____

Accepted Date _____

Attachment 4

From: [Susie Black](#)
To: [Spicer, Mike](#)
Cc: [Jessica Monts](#)
Subject: RV Palmetto Engines
Date: Thursday, March 26, 2015 2:35:05 PM

Mr. Spicer,

Per your request I am sending you this email to explain the mistake made in the engine bid for the RV Palmetto. The mistake was a typo on my part. The transmission should have been listed as a ZF W650 and not a W350 in the original estimate sent. The price given in the original estimate reflected the cost of W650 transmissions. It was always our intention to include ZF W650 transmissions with this bid.

I do apologize. Please let me know if you need anything further from me.

--

Susie Black
Marine Propulsion, Inc.
2429 Marina Road
Wadmalaw Island, SC 29487

843-559-1025
843-559-0095 Fax



SUPERIOR DIESEL, INC.

THE FINEST
DIESEL
SERVICE!

MAILING ADDRESS	SHIPPING ADDRESS
P.O. Box 63365 North Charleston, SC 29419-3365	6881 Bulldog Drive North Charleston, SC 29406
PHONE: (843) 553-8331	FAX: (843) 553-7536

QUOTE

Date: March 1, 2015
To Customer: South Carolina Department of Natural Resources
Solicitation # 5400009242

Re: Repower quote for RV Palmetto

Superior Diesel, Inc. is pleased to provide this quote for: Bid # 5400009242

QTY.	PART NUMBER	PART DESCRIPTION	UNIT PRICE	EXTENSION
2	40869038	Volvo Penta D16CMH Comm. Marine Engine (Including Lines 1 through 9) 1 year Factory Warranty	76,497.00	152,994.00
2	138060509	Power Setting, 650 HP @ 1800 RPM, Tier 3 Compliant with		Incl.
2	843410	Oil Drain Pump		Incl.
2	138063302	Air Starter		Incl.
2	138063201	Alternator, 24V / 80A		Incl.
2	138062401	Keel Cooling System		Incl.
2	3826400	Connection Kit for Remote Expansion Tank		Incl.
2	RAC1000R10	Racor Dual MA1000 Fuel Water Separators with Cross over Valve		Incl.
2	Twin Disc	MGX 5170DC Commercial Marine gear, 4.50:1, Gear Cooler and Companion Flange - 1 yr factory warranty	36,845.00	73,690.00
1	21267660	Main Pilothouse Station including Stainless Steel Remote Control, 7" Color Display, Button Panel, Required Cabling Station equipment	3,459.65	3,459.65
1	21267661	Aft Steering Station including Stainless Steel Remote Control, Tachometers with alarm function, Required Cabling, Station equipment	1,808.35	1,808.35
1	22276464	Engine Compartment Monitoring Panel including polycarbonate sealed boxes, Tachometer, Oil Pressure and Water Temperature gauges, key switch function, Required Cabling	521.90	1,043.80
4	Group 27	Batteries / Battery Boxes	150.00	520.00
1	22351070	Commercial Marine Extended Warranty, 4000 HRS / 2 Years. Extended warranty applies once the initial warranty expires. Offered at N/C	6,000.00	0.00
Deliver engines and loose gears to shipyard performing repower to vessel.			SUB TOTAL	233,515.80

Supply technician to support installation of engines, gears and EVC systems as required. Also perform sea trial tests at N/C to customer as long as vessel is in the State of South Carolina. Estimated freight charges are inbound to Superior Diesel facility.

TAX	
EST. FREIGHT	1,800.00
OTHER	
TOTAL	235,315.80

Quote is for items listed above. Any additional items needed will be billed at additional costs.

We appreciate the opportunity to be of service. If you have any questions please contact us. This quote is good for thirty (30) days from the above date

I, _____, accept the above proposal and thereby authorize Superior Diesel, Inc. to place the above order for delivery to my location of choice. I understand that payment is to be made, in full, prior to shipment unless other arrangements have been made prior to this order being placed.

Once orders are placed all items are non returnable.