



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR

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September 12, 2025

Via Electronic Mail Only to fsstruckingnj23@gmail.com

Faisal Sadiq
FS Trucking LLC
1614 Route 532
Chatsworth, NJ 08019

Re: I/M/O Bid Solicitation #25DPP01134 FS Trucking LLC
Protest of Notice of Intent to Award
T0777 – Snow Plowing and Spreading Services - NJDOT

Dear Mr. Sadiq:

This final agency decision is in response to your letter delivered via the electronic protest portal on behalf of FS Trucking LLC (“FST”) received by the Division of Purchase and Property’s (“Division”) Hearing Unit on September 10, 2025 (“Protest”). In that letter, FST protests the Procurement Bureau’s (“Bureau”) September 5, 2025, Revised Notice of Intent to Award letter (“September NOI”) issued for Bid Solicitation #25DPP01134 – T0777 Snow Plowing and Spreading Services - NJDOT (“Bid Solicitation”) which rescinded the prior award of Price Lines 121, 145 and 146 to FST.

By way of background, on January 23, 2025, the Bureau issued the Bid Solicitation on behalf of New Jersey Department of Transportation (“NJDOT”). The purpose of the Bid Solicitation was to solicit Quotes for snow plowing and spreading services on all State interstates and highways under the jurisdiction of the NJDOT. Bid Solicitation Sec. 1.1, *Purpose and Intent*. Bid Solicitation Section 1.2, *Background*, cautioned Bidders that this Bid Solicitation addressed the State’s current requirements. Pursuant to Bid Solicitation Section 3.17, *State Supplied Price Sheet Instructions*, there were three (3) categories (and accompanying price sheets) that Bidders could submit bids for. The first category is for Snow Plowing and Hauling Services. The second category is for Other Equipment that the Bidder can provide to the NJDOT. The third category is for Spreading Services. Pursuant to Bid Solicitation Section 1.1 *Purpose and Intent*, for the first category (Price Lines 1-317, Snow Plowing and Hauling Services), “the Division intends to award one (1) responsive Bidder per Price Line for Snow Plowing and Hauling Services, Class A Snow Plowing Truck – With Bidder Provided Snow Plow (1st preference), or Class A Snow Plowing Truck – With NJDOT Provided Snow Plow (2nd Preference).” (Emphasis in the original). With respect to the second category (Price Lines 318-326, Snow Plowing and Hauling Services; Other Equipment – Loaders and Graders), “the Division Intends to award all Price Lines to all responsive Bidders for Snow Plowing and Hauling Services; Other Equipment – Loaders and Graders.” Id. Finally, for the third category (Price Lines 327-392, Spreading Services), “the Division intends to award one (1) responsive Bidder per Price Line.” Id.

In accordance with Bid Solicitation Section 2.5, *Optional Pre-Quote Conference*, an optional Pre-Quote Conference was held on February 6, 2025, providing all potential Bidders with an overview of the Bid Solicitation and Quote submission procedures and requirements. Representatives from eight (8) potential bidding entities attended (Mathis Construction, Jersey Construction, Inc., Mark Veniero Trucking, Seashore Asphalt Corp., IEW Construction Group, Inc., J&K Toro Trucking, Gomez Brothers Trucking, and Encalada Trucking).

In accordance with Bid Solicitation Section 2.1, *Electronic Question and Answer Period*, an electronic portal enabling the Bureau to receive questions electronically was available to all potential Bidders until 2:00 P.M. Eastern Time on February 13, 2025. One (1) Bid Amendment was issued for this Bid Solicitation, which provided revisions to the Bid Solicitation and responses to questions received from potential Bidders.

On April 4, 2025, the Division's Proposal Review Unit ("PRU") opened one hundred seventy-six (176) Quotes. The Quotes submitted by BLM Contractors LLC, Kaya Trucking, Longford Landscapes & Excavation, Inc., Mathis Construction Co Inc., Samson Concrete and Masonry, Shimp Farms, South Jersey Contracting LLC, V.A. Spatz and Sons Construction, Inc., and Woolston Construction Company, were Automatically Rejected by the PRU pursuant to the provisions of N.J.A.C. 17:12-2.2. Protests were received from Longford Landscapes & Excavation, Inc., Samson Concrete and Masonry, South Jersey Contracting LLC, V.A. Spatz and Sons Construction, Inc., and Woolston Construction Company. Final Agency Decisions responding to the protests and upholding the PRU automatic rejections were sent to these bidders and no appeals were filed in response to the Final Agency Decisions stemming from PRU rejections. The PRU also issued formal notice and a warning letter to four (4) Bidders that they were not in compliance with Business Registration Certificate requirements. The remaining one hundred sixty-eight (168) Quotes were deemed administratively complete by the Proposal Review Unit and released to the Bureau for further review and evaluation.

The Bureau determined that the Quotes submitted by Colonnelli Brothers, Inc., Whittendale Excavating Corp., Eazy Trucking LLC, NKO Trucking LLC, UIN Transportation Inc., Liberty US Transport LLC, M. Matias Trucking Inc., MYK Trucking LLC, Garden State Pavement Solutions LLC, Ankapoint LLC, Ken Nagy Jr and Son Trucking LLC, Seashore Asphalt Corpl, J&D Trucking Inc, DI Trucking LLC, Stratton Contracting LLC, and JDG Transport LLC, were fully non-responsive due to non-compliance with mandatory elements of the Bid Solicitation and therefore ineligible for award. Recommendation Report at pgs. 49-52. The Bureau found that the remaining Quotes met, and complied with, the mandatory requirements for at least one award-eligible Price Line of the Bid Solicitation.

Having completed its evaluation of the Quotes received in response to the Bid Solicitation, on June 27, 2025, the Bureau issued a Notice of Intent to Award letter ("June NOI") advising all Bidders that it was the State's intent to award Contracts to the 64 Bidders set forth in the chart on pages 1-14 of the Recommendation Report dated June 25, 2025 ("Recommendation Report"). Several protests were received in response to the June NOI and were resolved. On July 15, 2025, the Bureau issued a Revised Notice of Intent to Award letter ("July NOI"). No protests were received in response to the July NOI.

On September 10, 2025, prior to the close of the protest period set forth in the September NOI, FST submitted a Protest challenging the Division's determination that the award of Price Lines 121, 145 and 146 awarded to FST were to be rescinded. According to the Revised Recommendation Report dated September 4, 2025 ("Revised Recommendation Report"), while FST responded to the request by NJDOT to inspect and scheduled the inspection, it was determined that FST did not possess the required equipment for their awarded Price Lines.

Although FST did not request an in-person presentation as permitted by N.J.A.C. 17:12-3.3(e), it should be noted that “[t]he Director has sole discretion to determine if an in-person presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest. In-person presentations are fact-finding for the benefit of the Director.” Further, “[i]n cases where no in-person presentation is held, such review of the written record shall, in and of itself, constitute an informal hearing.” N.J.A.C. 17:12-3.3(d). I have reviewed the record of this procurement, including the Bid Solicitation, the Quotes received, the Bureau’s Recommendation Report, the relevant statutes, regulations, case law, and the protest submitted by FST. The issues raised in the protest were sufficiently clear such that a review of the record of this procurement has provided me with the information necessary to determine the facts of this matter and to render an informed final agency decision on the merits of the protest submitted by FST on the written record, as such an in-person hearing is not warranted. I set forth herein the Division’s Final Agency Decision.

DISCUSSION

The New Jersey Courts have long recognized that the purpose of the public bidding process is to “secure for the public the benefits of unfettered competition.” Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 313 (1994). To that end, the “public bidding statutes exist for the benefit of the taxpayers, not bidders, and should be construed with sole reference to the public good.” Borough of Princeton v. Board of Chosen Freeholders, 169 N.J. 135, 159-60 (1997). The objective of New Jersey’s statutory procurement scheme is “to guard against favoritism, improvidence, extravagance and corruption; their aim is to secure for the public the benefits of unfettered competition.” Barrick v. State of New Jersey, 218 N.J. 247, 258 (2014) (citing Keyes Martin & Co. v. Dir. of Div. of Purchase and Prop., 99 N.J. 244, 256 (1985)).

When evaluating Quotes received, the Division is charged with ensuring that the Contract is awarded to that responsible Bidder whose Quote, conforming to the Bid Solicitation, is most advantageous to the State, price and other factors considered. Bid Solicitation Section 1.1 *Purpose and Intent*. A responsive Quote is a Quote that is deemed by the Division and/or evaluation committee to have adequately addressed all material provisions of a Bid Solicitation’s terms and conditions, specifications, and other requirements. N.J.A.C. 17:12-1.3. A Quote that is not complaint or responsive to the material requirements of the Bid Solicitation shall not be eligible for further consideration for award of a Contract and the bidder offering said Quote shall receive notice of the rejection of its Quote. N.J.A.C. 17:12-2.7(c).

It is firmly established in New Jersey that material deviations may not be waived. Twp. of Hillside v. Sternin, 25 N.J. 317, 324 (1957). In Meadowbrook Carting Co., *supra*, 138 N.J. at 315, the New Jersey Supreme Court adopted the test set forth by the court in Twp. of River Vale v. Longo Constr. Co. for determining materiality. 127 N.J. Super. 207 (Law Div. 1974). “In River Vale, the court declared that after identifying the existence of a deviation, the issue is whether a specific non-compliance constitutes a substantial [material] and hence non-waivable irregularity.” In re Protest of Award of On-Line Games Prod. and Operation Servs. Contract, 279 N.J. Super. 566, 594 (App. Div. 1995), citing River Vale, *supra*, 127 N.J. Super. at 216. The River Vale court set forth a two-part test for determining whether a deviation is material:

First, whether the effect of a waiver would be to deprive the [government entity] of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and second, whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition.

[River Vale, supra, 127 N.J. Super. at 216.]

“If the non-compliance is substantial and thus non-waivable, the inquiry is over because the bid is non-conforming and a non-conforming bid is no bid at all.” On-Line Games, supra, 279 N.J. Super. at 595 (citing River Vale, supra, 127 N.J. Super. at 222).

In their Protest, FST claims that they “were able to complete and fulfill the Inspection Requirements for every price line, with the exception of ONE Price Line, Price Line 128”. Protest page 2, emphasis in the original. FST also argues “the Equipment Inspection Requirements and Deadline set forth by the NJ Department of Transportation, were directly contradictory to the contents of Bill [sic] Solicitation # 25DPP01134 – T0777- Snow Plowing and Spreading Services – NJDOT as well as the NJ Administrative Code 17:12-2.7(h)” Protest page 2, because NJ Administrative Code 17:12-2.7(h) pertains to documents and/or certifications and not equipment and requiring bidders to physically present trucks is contradictory to that section of the New Jersey Administrative Code. FST further argues that NJDOT required inspection of equipment “before the Contract Term Start Date, October 1st, 2025”. Finally, FST argues that they “have confirmed a total of 25 more trucks we would like to assign to the Price Lines” Protest page 3, and that FST “was bypassed a total amount of 69 Price Lines”. Protest page 3 which FST lists.

The Revised Recommendation Report purported to rescind four (4) Price Lines from FST: Price Lines 121, 128, 145, and 146. Pursuant to the Recommendation Report, Price Line 121 was awarded to KMG Contracting. A clerical error resulted in it being “rescinded” from FST in the Revised Recommendation Report. Price Line 121 could not be rescinded from FST as it was never awarded to them in the first place. Although discussed by FST in their Protest, FST states “we accept and understand that this Price Line 128 was rescinded”. Protest page 3. Therefore, this final agency decision will only focus on the rescission of Price Lines 145 and 146 from FST.

Inspections of equipment are set forth for in Bid Solicitation Section 8.7 *State’s Right to Inspect Bidder’s Facilities*, and Bid Solicitation Section 4.12.2 *Equipment Inspections*, both of which state that all bidders’ facilities, vehicles, and equipment, whether provided by the Contractor or the NJDOT, shall be subject to inspection to ensure the bidder can perform the contract. FST is incorrectly referring to the Director’s ability to re-award when an awarded contractor fails to provide mandatory documents with required obligations found in the Bid Solicitation and directly related to the ability to perform the tasks required under a contract resulting from an award (or re-award) under the Bid Solicitation. The State provides notice of different obligations throughout the Bid Solicitation, however these obligations do not all originate from the same source.

In a letter to FST dated July 17, 2025, (“NJDOT Letter”) NJDOT informed FST that they were the intended awardee under the Bid Solicitation of Price Lines 128, 145, 146, 211, 212, 213, 214, 215 and 216 and that an Equipment Inspection would be conducted “of all trucks” and that “At the time of the inspection, each vehicle and equipment must be physically on site and presented with a valid vehicle registration”. NJDOT Letter page 1. The NJDOT Letter requested a list of at least three (3) previous contracts of similar size and scope that FST had completed. Finally, the NJDOT Letter referred to the Price Lines and number of trucks that had been awarded to FST. The NJDOT Letter advised FST that the NJDOT needed to inspect the equipment of FST for the Price Lines they were awarded. There were numerous emails between FST and Amy Marino of NJDOT regarding scheduling inspections begging with an introduction email from Ms. Marino to FST on July 21, 2025 and continued through August 2, 2025. There were also numerous telephone calls between FST and Ms. Marino regarding scheduling inspections. For its awarded Price Lines, FS trucking was required to provide a total of fifty-eight (58) trucks for inspection. However, NJDOT inspectors found FS to be completely unorganized, and failed to have all vehicles present at the time of any inspection. The NJDOT went to five (5) different locations in an attempt to inspect all 58 trucks. Of the 58

required trucks, only thirty (30) trucks were presented and inspected among the five locations FS directed the NJDOT to visit for purposes of inspecting their trucks. However, despite the multiple opportunities for inspections at different dates and locations, FS failed to have all required trucks inspected in time for the final August 3, 2025 inspection deadline. Therefore, the inspection team inspected what trucks FS made available at each inspection, and failed the price lines that coincided with the number of missing trucks.

Without a physical inspection of equipment as permitted by the Bid Solicitation, the State cannot be sure that a bidder possesses the correct quantity of trucks, that those trucks are of the proper class as required pursuant to the Price Lines in the Bid Solicitation and that the equipment is mechanically sound, in good working order and, capable of performing all tasks required under the Bid Solicitation. Without the inspection of equipment, the State cannot be assured “that the contract will be entered into, performed and guaranteed according to its specified requirements” as required pursuant to River Vale, supra. For a contract that impacts the public’s health, safety, and welfare significantly, the Division and NJDOT’s inspection process is a reasonable action to guarantee that its awarded contractors will be able to complete the required and are in possession of the required equipment.

Finally, contrary to FST’s argument, the term of the Contract does not start October 1, 2025. As defined in Bid Solicitation Section 9.3, *Contract-Specific Definition*, the “Winter Season” commences October 1st, and ends on April 30th. Pursuant to Bid Solicitation Section 4.2 *Winter Season*, “[t]he Contractor shall provide services during the Winter Season period, October 1st through April 30th of each year of the Contract term”. There is nothing in the Bid Solicitation stating that the Contract begins on October 1st. Rather, October 1st of each year is the first day Contractors would be required to provide snow plowing and spreading services under the Contract. By conflating the Contract start date with October 1st (the start of the Winter Season), FST is suggesting that a Contractor would have no obligations under the Contract prior to that first day of Winter Season. Since FST is claiming that the Contract begins on October 1st, would they also claim that the contract ends on April 30th, the last day of Winter Season? By FST’s logic, each year of the Contract would only begin on October 1st and end on April 30th. Finally, as noted in FST’s protest, the Bid Solicitation does include requirements and obligations related to the Winter Season. However, these obligations are separate and apart from the start and end dates of the Contract term. As such, FST’s argument has no weight in this final agency decision.

Although the State has broad discretion to select among qualified and responsive Bidders in public contracting matters, the discretion afforded to the Director, “is not limitless.” See, In re Request for Proposals #17DPP00144, 454 N.J. Super. 527, 559 (App Div. 2018). “In line with the policy goal of thwarting favoritism, improvidence, extravagance, and corruption, the Division may not award a contract to a bidder whose proposal deviates materially from the [RFQ’s] requirements.” Ibid., quoting, Barrick v. State, 218 N.J. 247, 258-59 (2014)). For that reason, the Division’s governing regulations mandate stringent enforcement to maintain the equal footing of all Bidders and to ensure the integrity of the State’s bidding process. Notably, “a proposal that is not...responsive to the material requirements of the [RFQ] shall not be eligible for further consideration for award of contract, and the bidder offering said proposal shall receive notice of the rejection of its proposal.” N.J.A.C. 17:12-2.7(c).

CONCLUSION

Based upon the foregoing, I find no reason to disturb the Bureau’s recommendation that the Contract be awarded as outlined in the Revised Recommendation Report. Accordingly, I sustain the September 5, 2025, Revised Notice of Intent to Award. This is my final agency decision.

Thank you for your company’s interest in doing business with the State of New Jersey. I encourage you to log into [NJSTART](#) to select any and all commodity codes for procurements you may be interested in submitting a Quote for so that you may receive notification of future bidding opportunities.

This is the Division's final agency decision. Pursuant to N.J.A.C. 17:12-3.1, this determination is appealable to the Appellate Division of the Superior Court in accordance with the New Jersey Court Rules (R. 2:4-1) which provide a party 45 days to appeal this final agency decision.

Sincerely,



Cory K. Kestner
Acting Chief Hearing Officer

CKK:CMD

c: C. Clarke
M. Maciolek