



State of New Jersey

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

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Acting Director

January 15, 2026

Via Electronic Mail Only to sean@mcguirechevy.com

Sean McGuire
McGuire Chevrolet
63 Hampton House Road
Newton, NJ 07860

Re: I/M/O Bid Solicitation #25DPP01052 McGuire Chevrolet
Protest of Notice of Intent to Award
T0126 – OEM and Non-OEM Maintenance and Repair Services for Light/Medium Duty Vehicles

Dear Mr. McGuire:

This final agency decision is in response to the protest dated January 12, 2026 (“Protest”), submitted by McGuire Chevrolet (“McGuire”). In that correspondence, McGuire protests the Division of Purchase and Property (“Division”) Procurement Bureau’s (“Bureau”) January 12, 2026, Notice of Intent to Award letter (“NOI”) issued for Bid Solicitation #25DPP01052 – T0126 OEM and Non-OEM Maintenance and Repair Services for Light/Medium Duty Vehicles (“Bid Solicitation”). The record of this procurement reveals that the Quote submitted by McGuire was deemed non-responsive on the grounds of failing to include any information to describe its approach and plans for accomplishing the work required pursuant to the Bid Solicitation. In their Protest, McGuire stated, “We are a full service Chevrolet dealership with a fully stocked parts department and we employ GM Certified technicians. Our technicians are routinely trained through the GM Training Program. We have the staff, all the special tools, parts and training required to fulfill the scope of work requirements of the contract. In summary we have been performing maintenance and repairs for the state with no problems for decades”. Protest, pages 1-2.

By way of background, on July 15, 2024, the Bureau issued the Bid Solicitation on behalf of State Using Agencies and Cooperative Purchasing Participants. The purpose of the Bid Solicitation was to solicit “Quotes for OEM and Non-OEM Maintenance and Repair Services for Light/Medium Duty Vehicles (15,000 lb. GVWR or less).” Bid Solicitation Sec. 1.1, *Purpose and Intent*. “It is the intent of the State of New Jersey (State) to award Contracts to those responsible Bidder(s) whose Quotes, conforming to this Bid Solicitation are most advantageous to the State, price and other factors considered. The State may award any or all price lines.” *Id.*

On October 1, 2024, the PRU opened forty-two (42) Quotes which were received by the submission deadline of 2:00 pm eastern time. After conducting an initial review of the Quotes received for compliance with mandatory Quote submission requirements, it was determined that two Quotes failed to submit the mandatory Ownership Disclosure Form, as required in Bid Solicitation Section 3.13.2. The remaining forty (40) Quotes were released to the Bureau for further review.

Having completed its evaluation of the Quotes received in response to the Bid Solicitation, on January 12, 2026, the Bureau issued the NOI advising all Bidders that it was the State's intent to award Contracts to the twenty-seven (27) Bidders set forth in the chart on pages 1-2 of the Recommendation Report dated January 12, 2026 ("Recommendation Report").

On January 12, 2026, prior to the close of the protest period, McGuire submitted a Protest challenging the Division's Contract Awards to various other Bidders.

Although McGuire 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 McGuire. 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 McGuire 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 Bureau determined that the Quote submitted by McGuire was non-responsive for failure to provide information required pursuant to Bid Solicitation Section 3.14, *Technical Quote*. Bid Solicitation Section 3.14, *Technical Quote* states in pertinent part that "[t] Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder must set forth its understanding of the requirements of this Bid Solicitation and its approach to successfully complete the Contract." McGuire did not provide any narrative language to indicate how they would complete the Scope of Work if they were awarded a contract under this Bid Solicitation.

The Division's administrative regulations that govern the advertised procurement process establish certain requirements that must be met in order for a Quote to be accepted. Those regulations provide in relevant part that:

(c) Proposals shall be evaluated by the Division for compliance with the provisions of N.J.A.C. 17:12-2.2 and by the evaluation committee or the assigned division staff member for responsiveness to the material requirements of the RFP. A proposal that is not compliance with the provisions of N.J.A.C. 17:12-2.2 or responsive to the material requirements of the RFP shall not be eligible for further consideration for award of contract . . .

[N.J.A.C. 17:12-2.7(c).]

If the requirements of N.J.A.C. 17:12-2.7 are not met, a Quote must be rejected. This regulation mandates stringent enforcement to maintain the equal footing of all Bidders, and to ensure the integrity of the State's bidding process.

The subject procurement was comprised of the Bid Solicitation, other documents, mandatory forms, and information bidders were required to submit with their Quote which were specifically addressed in Bid Solicitation Section 3.0, *Quote Submission Requirements*. Section 3.14 of the Bid Solicitation, *Technical Quote* states that

The Bidder **shall** describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder **must** set forth its understanding of the requirements of this Bid Solicitation and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote.

[Emphasis added.]

The term "must" denotes a mandatory requirement as further set forth in the Bid Solicitation's glossary:

Must – Denotes that which is a mandatory requirement.

[Bid Solicitation Section 9. *DEFINITIONS*]

The term "shall" also denotes that which is a mandatory requirement as further set forth in the Bid Solicitation's glossary:

Shall – Denotes that which is a mandatory requirement.

[Bid Solicitation Section 9. *DEFINITIONS*]

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 compliant 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).

McGuire failed to provide any information in their Quote as to how they would approach and accomplish the work required under the Bid Solicitation, nor did they provide any information indicating that they understood the requirements of the Bid Solicitation and how they would successfully complete

the contract. Bid Solicitation Section 3.14, *Technical Quote*, requires that Bidders submit information with their Quote that indicates that they understand the requirements of the Bid Solicitation and its approach for completing the tasks outlined in the Scope of Work. McGuire did not provide any information as required pursuant to Bid Solicitation Section 3.14, *Technical Quote*, so the Bureau could not be sure that McGuire understood the requirements of the Bid Solicitation, nor that they could complete the work required under the Bid Solicitation.

With their Protest, McGuire submitted a narrative which included information on their technicians, parts, and equipment as well as stating that they have “been performing maintenance and repairs for the state with no problems for decades.” Protest, page 2. By failing to submit the information required in Bid Solicitation Section 3.14, McGuire did not comply with a mandatory condition of the Bid Solicitation because it submitted a Quote without providing information that it understood and complete the tasks required. McGuire was non-compliant with the terms in Bid Solicitation Section 3.14, and as such, McGuire’s Quote contained a non-waivable deviation rendering the Quote non-responsive. Twp. of River Vale v. Longo Constr. Co., 127 N.J. Super. 207, 222 (Law Div. 1974).

Allowing McGuire to provide information to satisfy the requirements in Bid Solicitation Section 3.14, (which was included with their Letter), after the Quote submission deadline would result in an impermissible supplementation of the Quote, which the Division cannot allow as doing so would be contrary to the Court’s holding in In re Protest of Award of On-Line Games Prod. & Operation Servs. Contract, Bid No. 95-X-20175, 279 N.J. Super. 566, 597 (App. Div. 1995). In On-Line Games, the Appellate Division held that “in clarifying or elaborating on a proposal, a bidder explains or amplifies what is already there. In supplementing, changing or correcting a proposal, the bidder alters what is there. It is the alteration of the original proposal which was interdicted by the RFP”. Id. Here, the Division cannot accept McGuire providing information as to how they will accomplish the work required in the Bid Solicitation after Quote opening, as doing so is an impermissible supplementation, change and correction to the submitted Quote.

New Jersey procurement law requires that “specifications and invitations for bids shall permit such full and free competition as is consistent with the procurement of supplies and services necessary to meet the requirements of the using agency. . . .” N.J.S.A. 52:34-12. This principle is based on the long-recognized “policy behind the competitive bidding statutes, i.e., assurance against favoritism, improvidence, extravagance and corruption in the bidding process.” Palamar Constr., Inc. v. Pennsauken, 196 N.J. Super. 241, 251 (App. Div. 1983) (citing Terminal Construction Co. v. Atlantic City Sewerage Auth., 67 N.J. 403, 410 (1975)). “These policies, in turn, are meant to ensure that all bidders are equally situated in their competition for the public contract.” Palamar, *supra*, 196 N.J. Super. at 251 (citing Hillside Twp. v. Sternin, 25 N.J. 317, 322 (1957)). “The conditions and specifications must apply equally to all prospective bidders. Otherwise, there is no common standard of competition.” Id. Allowing McGuire’s Quote to proceed to award in light of their failure to provide the information required pursuant to Bid Solicitation Section 3.14 would place McGuire in a superior position among bidders under this Bid Solicitation.

CONCLUSION

Based upon the foregoing, I find no reason to disturb the Bureau’s recommendation that the Contract be awarded as outlined in the Recommendation Report. Accordingly, I sustain the January 12, 2026, Notice of Intent to Award. This is my final agency decision.

Thank you for your company's continuing 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,

A handwritten signature in black ink that reads "Cory K. Kestner". The signature is written in a cursive, flowing style.

Cory K. Kestner, Esq.
Acting Chief Hearing Officer

CKK/CMD

c. C. Clarke
M. Maciolek