



State of New Jersey

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

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January 26, 2026

Via Electronic Mail Only to jason.smith@sterlinghelicopter.com

Jason Smith
General Manager
Sterling Helicopter
1226 River Road
Croydon, PA 19021-7511

Re: I/M/O Bid Solicitation #25DPP01148 Sterling Helicopter
Protest of Notice of Intent to Award
T3143 – Maintenance of Aircraft, Parts & Service

Dear Mr. Smith:

This final agency decision is in response to the protest dated January 21, 2026 (“Protest”), submitted by Sterling Corporation dba Sterling Helicopter (“Sterling”). In that correspondence, Sterling protests the Division of Purchase and Property (“Division”) Procurement Bureau’s (“Bureau”) January 14, 2026, Notice of Intent to Award letter (“NOI”) issued for Bid Solicitation #25DPP01148 – T3143 Maintenance of Aircraft, Parts & Service (“Bid Solicitation”). The record of this procurement reveals that the Quote submitted by Sterling was deemed non-responsive to the Bid Solicitation because Sterling failed to provide the Price List Number and Price List Date as required pursuant to Bid Solicitation Section 3.25, *State-Supplied Price Sheet Instructions*. Additionally, the Bureau found that Sterling failed to provide an All-Inclusive Firm Fixed Price for price lines 142 and 143 as was required pursuant to Bid Solicitation Section 3.25, *State-Supplied Price Sheet Instructions*. In their Protest, Sterling argued that manufacturer price lists do not have a “published price list number issued by the manufacturer” or if they do, those numbers are “typically revised annually”. Protest, page 1. Sterling argued that they did not leave the Price List Date column blank but rather entered “Latest Available” as these are often updated on a yearly basis. Protest, page 1. Finally, Sterling argued that they provided an All-Inclusive Firm Fixed Price for price lines 142 and 143 and included a “clarifying note of ‘per engine’ was [] added to indicate that the stated price applied to a single engine.” Protest, page 2.

By way of background, on March 12, 2025, the Bureau issued the Bid Solicitation on behalf of the New Jersey State Police, Aviation Bureau and the New Jersey Department of Environmental Protection, Forest Fire Service. The purpose of the Bid Solicitation was to solicit “Quotes for aircraft maintenance, parts, and service.” Bid Solicitation Sec. 1.1, *Purpose, and Intent and Background*. “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.*

Pursuant to Bid Solicitation Section 2.1, *Electronic Question and Answer Period*, bidders were able to submit questions electronically until March 26, 2025. It should be noted that Sterling did not submit any questions or inquiries relating to the Bid Solicitation.

On May 14, 2025, the Division's Proposal Review Unit ("PRU") opened three (3) 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 all Quotes received contained the mandatory items and all 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 14, 2026, the Bureau issued the NOI advising all Bidders that it was the State's intent to award a Contract to Augusta Westland Philadelphia Corporation as set forth in the chart on pages 1-2 of the Recommendation Report dated December 11, 2025 ("Recommendation Report").

On January 21, 2026, prior to the close of the protest period, Sterling submitted a Protest challenging the Division's determination that Sterling was non-responsive to various requirements of the Bid Solicitation.

Although Sterling 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 Sterling. 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 Sterling on the written record, as such an in-person hearing is not warranted. I set forth herein the Division's Final Agency Decision.

DISCUSSION

Pursuant to Bid Solicitation Section 3.25, *State-Supplied Price Sheet Instructions*, the State Supplied Price Sheet ("SSPS") was divided into four (4) groupings of aircraft. Bidders were able to bid on one or more of the four (4) groupings. Sterling bid on all four (4) groupings of aircraft in the SSPS. The Bureau determined that the Quote submitted by Sterling was non-responsive for failure to provide information required pursuant to Bid Solicitation Section 3.25. It should be noted that Sterling is only protesting the NOI with respect to Group 4 – Agusta Aircraft/Agusta AW 139 Helicopter. Bid Solicitation Section 3.25, *State-Supplied Price Sheet Instructions*, requires that for each of the four (4) groupings, "[t]he Bidder shall insert the price list name, price list number, and price list date in the corresponding columns titled 'Price List Name', 'Price List Number', and 'Price List Date'". In each grouping that Sterling bid on, they provided no information in the column titled "Price List Number" and in the column titled "Price List Date", Sterling wrote "Latest Available". Further, the Bureau determined that the Quote submitted by Sterling was non-responsive for failure to provide pricing for Price Lines 142 and 143 in the manner required by the Bid Solicitation and the SSPS. Bid Solicitation Section 3.25, states "[f]or Price Lines 142, the Bidder shall insert an All Inclusive Firm Fixed Price in US dollars as a monthly rate for usage charge for consignment engines . . . on the State-Supplied Price Sheet". Bid Solicitation Section 3.25, states "[f]or Price Lines 143, the Bidder shall insert an All Inclusive Firm Fixed Price in US dollars as a hourly rate for

usage charge for consignment engines . . . on the State-Supplied Price Sheet”. Sterling added a qualifier to their Quote on the SSPS by stating “per engine” after the amount they bid on Price Lines 142 and 143.

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 3.25 of the Bid Solicitation, *State-Supplied Price Sheet Instructions*, states for each of the four (4) groupings of aircraft, that

The Bidder **shall** insert the price list name, price list number, and price list date in the corresponding columns titled “Price List Name”, “Price List Number”, and “Price List Date”.

[Emphasis added.]

Additionally, Bid Solicitation Section 3.25, *State-Supplied Price Sheet Instructions* states that

For Price Lines 142, the Bidder **shall** insert an All Inclusive Firm Fixed Price in US dollars as a monthly rate for usage charge for consignment engines for Year 1, Year 2, and Year 3 in the corresponding columns titled “Unit Pricing – Year 1”, “Unit Pricing – Year 2”, and “Unit Pricing – Year 3” on the State-Supplied Price Sheet.

For Price Lines 143, the Bidder **shall** insert an All Inclusive Firm Fixed Price in US dollars as an hourly rate for usage charge for consignment engines for Year 1, Year 2, and Year 3 in the corresponding columns titled “Unit Pricing – Year 1”, “Unit Pricing – Year 2”, and “Unit Pricing – Year 3” on the State-Supplied Price Sheet.

[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).

Sterling failed to provide the Price List Number and Price List Date as required by the Bid Solicitation, and failed to provide All Inclusive Firm Fixed pricing on a monthly and hourly rate on Price Lines 142 and 143, respectively, as required by the Bid Solicitation.

In their Protest, Sterling stated that “[m]ost manufacturer price list referenced in Sterling’s bid do not include an official or published price list number issued by the manufacturer. As a result, Sterling was unable to provide a price list number where none exists. Furthermore, for manufacturers that do assign price list numbers, those numbers are typically revised annually. Any such number provided at the time of bid submission would likely become obsolete prior to contract execution or during the contract term.” Protest, page 1. However, Sterling also states that “in the interest of full compliance with the State’s formatting requirements, Sterling is willing to update the pricing tables to include a reference price list number, for bid reference purposes.” Protest, page 1. Sterling claims that no price list number is available at one point in their Protest, then states elsewhere in their Protest that they are “willing to update the pricing tables to include a reference price list number”. Protest, page 1. Sterling also stated that they did not leave the Price List Date column blank, but rather inserted “Latest Available” intentionally “to accurately reflect the ‘most current’ manufacturer price lists, which are routinely updated on a calendar-year basis.” Protest, page 1. Sterling asserts that “to fully comply with the State’s requirements, Sterling is willing to update the pricing tables to include a specific price list date, for bid reference purposes.” Protest, page 2. Finally, with respect

to Price Lines 142 and 143, Sterling asserts that they “did, in fact, provide an All-Inclusive Firm Fixed Price for Price Lines 142 and 143. A clarifying note of ‘per engine’ was only added to indicate that the stated price applied to a single engine. The AW139 helicopter is a twin-engine aircraft . . .” Protest, page 2. Finally, Sterling claims that “[t]he issues cited in the NOI relate solely to formatting and clarification and do not constitute material non-responsiveness.” Protest, page 2.

By failing to submit their pricing information as required in Bid Solicitation Section 3.25, Sterling did not comply with a mandatory condition of the Bid Solicitation. Sterling was non-compliant with the terms in Bid Solicitation Section 3.25, and as such, Sterling’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). It is not for Sterling to determine whether a requirement under a bid solicitation is material or not. If bidders could determine what is and is not material in a bid solicitation there would be no consistency in the bidding process and no way for the Bureau to evaluate all bidders using a common criterion. Whether or not a requirement in this Bid Solicitation is material is a matter for the Division to determine.

With respect to Sterling’s statements that they would provide a Price List Number and Price List Date to the State to satisfy the requirements in Bid Solicitation Section 3.25 now, allowing them to do so now, 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 Sterling 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 Sterling’s Quote to proceed to award in light of their failure to provide the information required pursuant to Bid Solicitation Section 3.25 would place Sterling 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 14, 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
O. Olubanjo