



State of New Jersey

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

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August 4, 2020

Via Electronic Mail Only TedSliwinski@gmail.com

Theodore Sliwinski, Esq.
45 River Road
East Brunswick, NJ 08816

Re: I/M/O Bid Solicitation #20DPP00525 Messercola Excavating, Inc.
Protest of Notice of Intent to Award
T0777 Snow Plowing and Spreading Services - NJDOT

Dear Mr. Sliwinski:

This letter is in response to your July 17, 2020, correspondence to the Division of Purchase and Property's (Division) Hearing Unit, submitted on behalf of Messercola Excavating, Inc. (Messercola). In that correspondence, Messercola protests the Notice of Intent to Award (NOI) issued by the Division's Procurement Bureau (Bureau) on July 13, 2020. The NOI advised all Vendors {Bidders} of the Division's intent to award Master Blanket Purchase Orders (Blanket P.O.) to several Vendors {Bidders} who submitted Quotes in response to Bid Solicitation #20DPP000525 - T0777 Snow Plowing and Spreading Services - NJDOT (Bid Solicitation).

By way of background, on April 9, 2020, the Bureau issued the Bid Solicitation on behalf of the New Jersey Department of Transportation (NJDOT), to solicit Quotes from qualified Vendors {Bidders} to provide snow plowing and spreading services on all State interstates and highways under the jurisdiction of NJDOT. Bid Solicitation § 1.1 *Purpose and Intent*. It is the State's intent to award Statewide Contracts to those responsible Vendors {Bidders} whose Quotes, conforming to this Bid Solicitation are most advantageous to the State, price and other factors considered. Ibid.

On May 14, 2020, the Bureau issued Bid Amendment #1 extending the Quote Submission Due Date to 2:00 p.m. eastern time on June 2, 2020. On May 28, 2020, the Bureau issued Bid Amendment #2 responding to the questions posed by potential Vendors {Bidders}. Bid Amendment #2 also extended the Quote Submission Due Date to 2:00 p.m. eastern time on June 9, 2020. On June 9, 2020, at the close of the Quote submission due date and time, the Division's Proposal Review Unit opened 215 Quotes, submitted by 197 Vendors {Bidders}. After conducting a review of the Quotes for compliance with the mandatory requirements for Quote submission, the Division's Proposal Review Unit issued several Notices of Proposal Rejection to those Vendors {Bidders} whose Quotes failed to conform to the mandatory administrative requirements for Quote submission.

The remaining Quotes were forwarded to the Bureau for review and evaluation consistent with the requirements of Bid Solicitation Section 6.7 *Evaluation Criteria*. After the review and evaluation of all

Quotes received in response to the Bid Solicitation was completed, the Bureau prepared a Recommendation Report which recommended Blanket P.O. awards to those responsible Vendors {Bidders} whose Quotes, conforming to the Bid Solicitation are most advantageous to the State, price and other factors considered. On July 13, 2020, the NOI was issued advising all Vendors {Bidders} that it was the State's intent to award Blanket P.O.s consistent with the Bureau's Recommendation Report.¹

With respect to Messercola's submitted Quote, the Recommendation Report notes that Messercola submitted a Quote for both snow plowing and spreading services. *See* Recommendation Report, p. 60. The Recommendation Report further indicates that the submitted Quote was responsive to the mandatory requirements of the Bid Solicitation. *Ibid.* However, the Bureau recommended bypassing Messercola for a Blanket P.O. award noting²:

Messercola Excavating Co Inc. (Messercola)

Messercola was awarded the current T0777 contract under Blanket P.O. #18-PROS1-00482. Price Lines #104 and #144 were terminated by the Division at the request of NJDOT. The basis for this termination was Termination for Cause – Failure to Perform for the following violations of the Blanket P.O.

1. On November 15, 2018 and November 18, 2018, Messercola did not report for services as required for Price Lines #104 and #144. Based upon this violation of the terms of the Blanket P.O., as well as Messercola's confirmation that it was no longer able to provide the contractually obligated services for Price Lines #104, and #144, the Division terminated Messercola's Blanket P.O. for Price Lines #104 and #144.

Due to the critical nature of the subject services, and the significant public safety risks associated with a Vendor's failure to perform these services, it is not in the State's best interest to enter into a Blanket P.O. with Messercola due to the Vendor's {Bidder's} history of poor performance in November 2018, which resulted in its Blanket P.O. being terminated for cause for the referenced price lines. The Bureau recommends that Messercola be bypassed for poor performance in accordance with N.J.A.C. 17:12-2.8, and be removed from consideration for award.

[Recommendation Report, p. 100.]

On July 17, 2020, the Division received Messercola's protest challenging the Bureau's decision to by-pass Messercola for award. Specifically, Messercola alleges:

First, the bidder contests any finding that they engaged in poor performance. The event dates were November 15, 2018, and November 18, 2018. The contractor did not receive adequate time to respond to the job site. Additionally, on 11/18/18 there was not even a chance of

¹ The list of Vendors {Bidders} who are recommended to receive a Blanket P.O. award are listed in the Bureau's July 9, 2020 Recommendation Report.

² Five Vendors {Bidders}, including Messercola, were by-passed for an award under Bid Solicitation 20DPP00525 due to poor performance under their current State contract for snow plowing and/spreading services.

precipitation or a chance for temperatures to be even close to below freezing. This was the date of a major snow storm. It is important to emphasize that during this time period Messercola Excavating, Inc. has been adequately performing on 14 different other contracts, and they have received satisfactory reviews.

Second, Messercola Excavating, Inc. has a long history of satisfactory performance. Their outfit has been satisfactorily handling snow plowing for State highways for almost 25 years.

Third, Messercola Excavating, Inc. due process rights have been grossly violated. The bidder has been denied notice, discovery, and an opportunity to contest the Bureau's finding that they should be bypassed for poor performance.

Fourth, Messercola Excavating, Inc. believes that the bypass provisions are being selectively applied to them. Messercola, MJ, and J Montez are in fact the only companies written up which is unfair because my client is confident that a large percentage of contractors pulled a no show on 11/15.

Fifth, Messercola Excavating, Inc. is requesting an in person hearing to present their case to Maurice Griffin, the Acting Director.

Sixth, Messercola Excavating, Inc. is requesting that all of the contracts that they placed bids on be placed on hold, until their Letter of Protest is fully adjudicated.

Seventh, Messercola Excavating, Inc. has several State Supervisors who will attest to their many years of excellent service.

At the outset, with respect to Messercola's request for an in-person presentation to challenge the intended Contract award, I note that pursuant to N.J.A.C. 17:12-3.3(e), "[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). In consideration of Messercola's protest, I have reviewed the record of this procurement, including the Bid Solicitation, the submitted Quotes, the relevant statutes, regulations, and case law. The issues raised in Messercola's 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 Messercola on the written record, as such an in-person hearing is not warranted. I set forth herein the Division's Final Agency Decision.

Turning now to Messercola's July 16, 2020 protest, on or about October 1, 2018, Messercola was awarded Blanket P.O. #18-PROS1-00482 for price lines 104 and 144 in accordance with the Bureau's July 30, 2018, Recommendation Report. *See* July 30, 2018, Recommendation Report pgs. 60-61. In accordance with the requirements of Bid Solicitation Section 3.8 *Vendor {Contractor} Readiness and Call-Out*, on November 15, 2018 and November 18, 2018, NJDOT made a "call-out" to Messercola. Messercola failed to report as required and to provide snow plowing services for the snow sections associated with price lines 104 and 144. Messercola's failure to report for two call-outs was a violation of Bid Solicitation § 3.17.5 *Performance*, which stated:

The services required by this Bid Solicitation {RFP} are essential to the safety and welfare of all roadway users, as such, all services must be provided promptly, efficiently and without delay.

The performance of the Vendor {Contractor} shall be evaluated by the SCM or the NJDOT Site Supervisor for each snow event, based on the following criteria:

- A. Response time;
- B. Reporting with less than the minimum required amount of trucks and/or equipment;
- C. Unsafe plowing/spreading practice;
- D. No show;
- E. Vehicle safety markings;
- F. Compliance with NJDOT Site Supervisor instruction;
- G. Use of an unlicensed driver/operator; and
- H. Violation of any NJDOT plowing/spreading guidelines.

Two (2) or more documented violations of one or any of the above, may result with termination of the Vendor's {Contractor's} Blanket P.O. {Contract}.

[Emphasis added.]

On November 21, 2018, NJDOT wrote to the Division and requested the cancellation of Messercola's Blanket P.O. for cause in accordance with the State of New Jersey's Standard Terms and Conditions (SSTC) Section 5.7 *Termination of Contract*. Based upon NJDOT's request and the Bureau's review of NJDOT's letter, on November 28, 2018, the Bureau wrote to Messercola advising it of the Division's intent to cancel Messercola's Blanket P.O. for Price Lines 104 and 144. On November 30, 2018, Messercola wrote to the Bureau advising that it intended to appeal the Division's decision.

On January 7, 2019, the Bureau completed a Recommendation Report, which recommended that the Blanket P.O. for price line 144 be awarded Atlantic Recycling Group, LLC (ARG). On January 8, 2019, the Bureau issued the NOI advising the affected Vendors {Bidders} that it was the State's intent to award price line 144 to ARG. On January 10, 2019, the Division's Hearing Unit received Messercola's letter protesting the cancelation of the Blanket P.O. and re-award of price line 144 to ARG.³ In the protest, Messercola stated that the failure to report was not a result of its own inaction, but rather that of its subcontractor. However, the record of that procurement reveals that contrary to New Jersey SSTC § 5.8 *Subcontracting or Assignment*, Messercola never informed the State or sought permission to utilize a subcontractor for any of its awarded snow plowing line.⁴

³ Messercola did not protest the cancelation of the Blanket P.O. for price line 104.

⁴ While not identified as a reason for the termination of Messercola's Blanket P.O. #18-PROS1-00482, nor a reason for bypassing Messercola for a Blanket P.O. award in response to this Bid Solicitation, Messercola's failure to advise the State of its intent to use a subcontractor is a violation of the State's Standard Terms and Condition which state that the "contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director." SSTC § 5.8 *Subcontracting or Assignment*.

On April 30, 2019, the Division issued its Final Agency Decision finding⁵:

Despite the fact that Messercola wishes to continue with its Blanket P.O. for price line 144, Messercola violated the requirements of the Blanket P.O. by failing to appear for two consecutive call-outs as required by the Bid Solicitation. Messercola's violation of the terms of the Bid Solicitation potentially jeopardized the safety and welfare of the traveling public. Accordingly, based upon the foregoing, I find no reason to disturb the Bureau's recommendation that Messercola's Blanket P.O. for price line 144 be terminated and re-awarded to ARG.

The Division sustained the January 8, 2019, Notice of Intent to Award and Messercola's Blanket P.O. #18-PROS1-00482 for price lines 104 and 144 was canceled.

Turning now to Messercola's allegation that its due process rights were violated because it did not receive notice of the Division's intent to bypass it for award or the opportunity to contest that determination, I find that Bureau complied with the applicable notice requirements. The Division's governing regulations permit the Bureau to bypass a Vendor {Bidder} who has submitted a responsive Quote, if the Vendor {Bidder} has a record of poor performance. The applicable regulation states in part:

- (a) A record of poor performance on prior and/or current State contracts by a bidder submitting a lower priced proposal is sufficient basis for bypassing its proposal. In determining whether a bidder's poor performance warrants the bypass of its proposal, the Director shall take into consideration the frequency and seriousness of the bidder's poor performance as a contractor. Poor contract performance is evidenced by:
 1. Complaints filed pursuant to N.J.A.C. 17:12-4.3, which have been resolved against rather than in favor of the contractor; or
 2. Other information contained in the Division's vendor performance records, contained in a using agency's records, or obtained from audits or investigations of the bidder's prior work experience completed by the Division, a using agency, another state or Federal jurisdiction, a cooperative purchasing participant, or, its current licensure, registration, or certification status and relevant prior licensure, registration, or certification history, or its status or rating with established business/financial reporting services, as applicable.
- ...
- (d) *Notice of a decision to bypass a bidder's proposal based upon poor performance shall be given to that bidder at the time the notice of intent to award is issued to all bidders.*
- (e) After receiving notice of bypass for poor performance, that bidder, in accordance with the provisions of N.J.A.C. 17:12-3.3, may challenge the bypass decision. If in the Director's judgment the bidder has substantiated its ability to perform the contract, or it is otherwise in the public interest, the Director may reverse the decision to bypass and

⁵ The Division's April 30, 2019, Final Agency Decision is available at:
<https://www.state.nj.us/treasury/purchase/pdf/decisions/2019/IMOBidSolicitation18DPP00205MessercolaExcavating,Inc.pdf>

may withdraw the notice of intent to award to allow the bidder's proposal to be evaluated and considered for award, if it was not evaluated with the other proposals.

[N.J.A.C. 17:12-2.8, *emphasis added*]

Further, Bid Solicitation Section 6.10 *Poor Performance* alerted Vendors {Bidders} that

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this Bid Solicitation. The following materials may be reviewed to determine Vendor {Bidder} performance: *Blanket P.O. cancellations for cause pursuant to Section 5.7(B) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable.* Vendors {Bidders} should note that this list is not exhaustive.

[*Emphasis added.*]

As noted above, the Division's governing regulations mandate that "[n]otice of a decision to bypass a bidder's proposal based upon poor performance shall be given to that bidder at the time the notice of intent to award is issued to all bidders." N.J.A.C. 17:12-2.8. Here, Messercola was advised the decision to bypass it for award because of poor performance on July 13, 2020 through the issuance of the NOI letter to all Vendors {Bidders}. The July 13, 2020 correspondence included the July 9, 2020, Recommendation Report that identified the reasons for award and bypass, and additionally advised all Vendors {Bidders} of the means to request documents from the Bureau and how to file a protest if so desired. Specifically the July 13, 2020, correspondence stated in part:

It is the intent of the Director of the Division of Purchase and Property (Division) to make a Master Blanket Purchase Order (Blanket P.O.) award to the following Vendors {Bidders} in accordance with the Quotes submitted in response to the above referenced Bid Solicitation:

- Snow Plowing Services – Refer to list of intended awardees on Pages 2-16
- Spreading Services – Refer to list of intended awardees on Pages 17-20
- Other Equipment – Refer to list of intended awardees on Pages 20-25

This award is being made in accordance with the procedure set forth in New Jersey Administrative Code 17:12-2.2. The Blanket P.O. award identified herein is contingent upon the availability of funds. Note that in accordance with the Division's administrative regulations, N.J.A.C. 17:12-3.3 *Protest Procedures*, the shortened protest period ends at 4:00 PM EST on July 20, 2020. Letters of Protest must be received by the protest period end date submitted by email to dpp.protest@treas.nj.gov.

The signed Recommendation Report to Award for this Bid Solicitation has been included as an attachment to this Notice of Intent. Vendors {Bidders} are encouraged to review the attached Recommendation Report. If a Vendor {Bidder} wishes to request additional documentation during the protest period, the Vendor {Bidder} should specify the documents being requested (preferably by vendor or price line) to the undersigned at the email address indicated below.

Thank you for the time and effort expended by your firm in the preparation of your Quote. The Division welcomes your continued interest in future bidding opportunities.

In Pure Recycling Solutions, LLC v. New Jersey Turnpike Authority, the appellant vendor challenged the rejection of its bids for numerous snow removal contracts. No. A-0984-14T2, 2015 N.J. Super. Unpub. LEXIS 2697, at *1 (App. Div. Nov. 24, 2015). Several of the vendor's bids were the lowest and two of the bids had no competition. *Ibid.* Nevertheless, all of the vendor's bids were rejected for

several reasons including the vendor's poor performance on prior contracts. After the NOI was issued, the vendor filed a protest and requested a hearing. Id., at *1-2. The vendor's request was rejected; however, it was afforded the opportunity to submit additional information, which was duly considered before a final agency decision was issued. On appeal, the vendor argued its due process rights were violated. Id., at *2. The court held the rejection of the vendor's "bids was a proper exercise of the [agency's] discretion" because the bid solicitation stated the agency "had broad discretion 'to reject any bid . . . deemed not to be in its best interest,' and listed several causes for potential rejection of a bid, including 'past performance has been deemed unsatisfactory.'" Id., at *2-3 (second alteration in original). The court also rejected the vendor's due process argument because the agency informed the vendor why its bids were rejected and afforded the vendor an opportunity to provide additional information. Id., at *3. The court noted "[a] plenary quasi-judicial hearing need not be afforded provided there is a fair opportunity, consistent with the desideratum of a fair and expeditious conclusion of the procurement process, for the protesting bidder to present the facts and law supporting the protest." Ibid. (quoting Nachtigall v. N.J. Tpk. Auth., 302 N.J. Super. 123, 143 (App. Div. 1997)). Thus, the court held a hearing was neither "required" or "warranted." Ibid.

Thus, I find that the Bureau's notice of the decision to bypass Messercola for a Blanket P.O. award conformed with the regulatory requirements and the applicable case law because Messercola was afforded an opportunity to request documents and to challenge the Bureau's decision.

Moreover, with respect to Messercola's statement that it "has a long history of satisfactory performance," I acknowledge that a review of the Contract Compliance and Audit Unit's records does not reveal any complaints filed by NJDOT against Messercola related to the services sought under this procurement aside from the termination. *See* Messercola's protest at 2. However, there is also no dispute Messercola's Blanket P.O. #18-PROS1-00482 for price lines 104 and 144 was terminated for failure to appear for two consecutive call-outs contrary to the requirements of the Bid Solicitation. Messercola's failure to appear qualifies as poor performance of Blanket P.O. #18-PROS1-00482.

Messercola additionally alleges that the "bypass provisions are being selectively applied to them. Messercola, MJ, and J. Montez are in fact the only companies written up which is unfair because [Messercola] is confident that a large percentage of contractors pulled a no show on 11/15." *See* Messercola's protest, pgs. 2, 3. A review of the records maintained for Bid Solicitation # 18DPP00205 reveals that NJDOT informed the Division of those Vendors {Contractors} who had two or more documented violations of the terms of the Blanket P.O. and therefore, whose Blanket P.O.s could be terminated." *See* Bid Solicitation #18DPP00205 § 3.17.5 *Performance*. As a result of having two or more documented violations of the terms of the Bid Solicitation, several Vendors' {Contractors'} Blanket P.O.s were canceled. Here however, only those Vendors {Bidders} who submitted responsive Quotes and could have been eligible for a Blanket P.O. award were discussed with respect to bypass. The Recommendation Report states that "None of the recommended awardees are on the NJ Consolidated Debarment Report, nor do any of the intended awardees have any formal complaints found against by the Contract Compliance and Audit Unit for performance related to the current T0777 contract." July 9, 2020 Recommendation Report, p. 101. Messercola offers no support for its statement that a large percentage of Contractors "pulled a no show on 11/15" and therefore the Division need not further address this allegation.

Finally, Messercola requested that all of the price lines that it "placed bids on be placed on hold, until their Letter of Protest is fully adjudicated". A request for a stay is an extraordinary remedy and a party who seeks a stay must satisfy a particularly heavy burden [to] demonstrate by clear and convincing evidence that the party is entitled to the relief sought. Zoning Bd. v. Service Elec. Cable Television, 198 N.J. Super. 370, 279 (App. Div. 1985); Gauman v. Velez, 421 N.J. Super. 239, 247-48 (App. Div. 2011) (internal citations omitted); *see also*, McKenzie v. Corzine, 396 N.J. Super. 405, 414 (App. Div. 2007) (stating that plaintiff must prove each of the Crowe factors and establish each by clear and convincing evidence). In

exercising discretion to grant a request for stay, an agency must be guided by certain fundamental principles:

- (1) A preliminary injunction should not issue except when necessary to prevent irreparable harm...
- (2) Temporary relief should be withheld when the legal right underlying plaintiff's claim is unsettled...
- (3) Preliminary injunction should not issue where all material facts are controverted. Thus, to prevail on an application for temporary relief, a plaintiff must make a preliminary showing of a reasonable probability of ultimate success on the merits...
- (4) The final test in considering the granting of a preliminary injunction is the relative hardship to the parties in granting or denying the relief...

[Crowe v. De Gioia, 90 N.J. 126, 132-34 (1982).

The New Jersey courts have consistently held that a movant must clearly and convincingly demonstrate the right to a stay. Waste Management of New Jersey, Inc. v. Union County Utilities Authority, 399 N.J. Super. 508, 520 (App. Div. 2008). In its request to the Division, Messercola did not address or set forth any facts or information which demonstrate by clear and convincing evidence that it is entitled to stay. Therefore Messercola's request for a stay is denied. However, I will briefly address each of Crowe factors here.

First, Messercola will not suffer irreparable harm. When considering a stay request, "harm is generally considered irreparable in equity if it cannot be redressed adequately by monetary damages." Crowe, 90 N.J. at 132-33. While monetary damages are never available for the failure to award a public contract, not every request for stay that concerns a public contract award is granted. See, e.g., In re Challenge of Contract Award Solicitation No. 13-X-22694 Lottery Growth Mgmt. Servs., 436 N.J. Super. 350, 358 (App. Div. 2014) (denying stay of award of contract). Moreover, one of the pillars underlying the public bidding laws is that no bidder is entitled to award of a public contract. Comm'l Cleaning Corp. v. Sullivan, 47 N.J. 539, 546 (1966). Here, the only harm Messercola could suffer here is the harm from not being awarded a Blanket P.O. pursuant to this Bid Solicitation, which is a risk every company routinely accepts when it participates in a public bidding process. Thus, Messercola has not demonstrated by clear and convincing evidence that it will suffer irreparable harm if the Blanket P.O. award is not stayed.

Second, The Division acknowledges it is well settled that a bidder claiming to be entitled to an award of a contract has standing to challenge the award of a contract to another. M.A. Stephen Constr. Co. v. Borough of Rumson, 125 N.J. Super. 67, 74 (App. Div. 1973).

Third, Messercola also has not established by clear and convincing evidence that it has a reasonable probability of success on the merits. Again, the portion of Messercola's Letter of Protest devoted to its request for a stay makes no new arguments any aspect of the Quote Evaluation and award process was fraudulent, arbitrary, or capricious because it makes no arguments beyond the mere request the bids be placed on hold. Since the decision to bypass Messercola was not improper, Messercola does not have a reasonable probability of success on the merits.

Fourth, the balance of the relative hardship weighs in favor of denying the request for a stay because of the importance of ensuring the State's roads are safe for travel. Here, given the importance of the contract at issue for the public safety, the State must proceed with contract award. Therefore, the balance of the hardship weighs in favor of denying Messercola's request for a stay. For these reasons, I deny Messercola's request for a stay.

Finally, I note that the Division's governing regulations permit the Division to award contracts, notwithstanding the receipt of a protest under certain circumstances. "The Director may award the contract, notwithstanding the receipt of a protest pursuant to the above provisions, if the failure to award the contract will result in substantial cost to the State or if public exigency so requires. In such event, the Director shall notify all interested parties." N.J.A.C. 17:12-3.3(c). Because of the important public interest of ensuring the safety and welling being if the traveling public, NJDOT requires that Blanket P.O.s be in place by August 2020, to ensure that NJDOT has sufficient time to perform necessary equipment inspections and provide the Vendors {Contractors} with equipment, if necessary, prior to the start of the 2020/2021 snow season. The inability to have the necessary equipment and vehicles in place in the event of an early storm (an event which has occurred in past years) would have a severe impact on the health and safety of the public. Accordingly, the Bureau is permitted to move forward with the Blanket P.O. awards prior to the resolution of Messercola's protest. I do note however that the Bureau confirmed that it would not award any Blanket P.O.s for price lines where Messercola submitted a Quote prior to the resolution of this protest.

Based upon the foregoing, I find no reason to disturb the Bureau's recommendation for award. Accordingly, I sustain the July 13, 2020 Notice of Intent to Award. Thank you for your company's continuing interest in doing business with the State of New Jersey. I encourage you to monitor the New Jersey Department of Transportation's website and the Division's *NJSTART* eProcurement website for future bidding opportunities for any unawarded price lines for these services. You should also 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 my final agency decision with respect to the protest submitted by Messercola.

Sincerely,



Maurice A. Griffin
Acting Director

MAG: RUD

c: M. Dunn
R. Regan
K. Popso
K. Centofanti