



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
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March 29, 2017

Via Regular Mail

Gary Simmons, Owner
G.J. Auto Repair & Service, LLC
7128 Blackhorse Pike
Weymouth, NJ 08330

RE: Formal Complaint No.: 14-12-03
State Contract No.: 82480/T-2171

Dear Mr. Simmons:

This correspondence is in response to your letter on behalf of G.J. Auto Repair & Service, LLC (G.J. Auto) received by the Division of Purchase and Property (Division) on August 14, 2015. In that letter, G.J. Auto appeals the July 30, 2015, decision of the Division's Contract Compliance and Audit Unit (CCAU) which resolved a formal complaint against G.J. Auto for unsatisfactory service. In the appeal letter G.J. Auto asserts, as it did in response to the formal complaint, that it did not receive a phone call requesting service on October 16, 2014.

In consideration of your appeal, I have reviewed the CCAU's record of this matter, including the requirements of State Contract No. 81332. I set forth herein my final agency decision.

By way of background, in August 2012 the State of New Jersey (State) awarded contracts to those vendors who submitted proposals to the State which conformed to the requirements of Solicitation #12-X-22504 for Vehicle Towing and Roadside Services and were "most advantageous to the State, price and other factors considered." RFP § 1.1 *Purpose and Intent*.

On December 5, 2014, CCAU received a formal complaint from the New Jersey Judiciary – Administrative Office of the Courts/Purchase and Property Unit (AOC). In that complaint, the AOC alleged:

On October 16, 2014 at 9:30 pm, Intensive Supervision Office (ISP) Romero Lundy contacted his Supervisor Shirley Lennon to inform her that while working in the field in Camden City his state vehicle hit a large pothole (intersection of Baird and Magnolia) and he had a flat tire. Shirley Lennon advised Romero Lundy to reference the "State of New Jersey Judiciary Vehicle Policy Towing and Roadside Assistance Vendors" booklet in his car for roadside assistance. Romero Lundy immediately called Jimmy's Lakeside Garage and GJ Auto Repair and Services for roadside assistance, both vendors denied assistance to Romero. Taking into consideration vendor denials, the time of night, and the safety/danger risks of the Camden area, Romero made the quick decision to drive the car

to the ISP Camden office with the flat tire. On October 17, 2014, Maria Casella, ISP Supervisor 1, contacted Gloucester Transmission (not a towing and roadside assistance vendor) to change the tire. Gloucester Transmission agreed to come to the ISP Camden location and changed the tire; they did not charge ISP for their service. GJ Auto Repair and Service in Weymouth They (sic) advised that they do not provide roadside assistance in Camden County. No further explanation given.

In response to the AOC's complaint, GJ Auto states:

I can't remember receiving the call at 9:30 p.m. on 10/16/14. I travel to Camden towing (sic) each month many times. I never said I don't have road service in Camden County, it's in my contract. I apologize for any inconvenience that occurred. I never had a complaint in all the years I've been towing for the State of New Jersey.

On July 30, 2015, the CCAU issued its decision resolving the AOC's complaint against GJ Auto Repair for unsatisfactory service. In reaching its decision, the CCAU relied upon Section 3.2 of the Request for Proposal (RFP), which states in pertinent part:

3.2 VEHICLE ROADSIDE SERVICE REQUIREMENTS:

3.2.1 The contractor **must**¹ respond and have its service vehicle in transit to the disabled vehicle within one (1) hour of notification by the Agency, unless an alternate time frame has been mutually agreed upon by both.

3.2.2 Any repairs and/or adjustments shall be completed within thirty (30) minutes after arrival at the site of the disabled vehicle. This service shall be completed without the installation of major repair parts or equipment.

3.2.3 **Roadside service shall include but not be limited to the changing of tires, replacement of fuel (up to 5 gallons), jump starting of the disabled vehicle and correction of minor problems such as faulty ignition and loose wires.** The contractor may be paid for a road service call in the event that it is called for a towing and/or road service job but finds upon arrival that the disabled vehicle is no longer at the site.

[Emphasis added.]

In its decision, CCAU noted that the "complaint will become part of GJ Auto Repair's vendor performance file and may be considered in the evaluation of future bids submitted."

On August 14, 2015, the Division received GJ Auto's appeal. In the appeal letter, GJ Auto states: (1) the company never received a phone call at 9:30 pm on October 16, 2014; (2) that the company never said that it does not provide service in Camden County; (3) Mr. Lundy should have an police officer with him if was doing a job in Camden at night; (4) that because Camden is dangerous, Mr. Lundy could have paid to have the tire changed at service station with his own money and then sought reimbursement from the State; (5) that GJ Auto is a small business and through its taxes helps pay the salaries of State employees; and, (6) GJ Auto has been in business for over 35 years and therefore doesn't deserve a complaint for unsatisfactory service when he didn't get a call.

¹ Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive. (RFP § 2.1 *General Definitions*.)


A review of the GJ Auto's contract reveals that it was awarded a contract for providing roadside service in Camden County (T-2171, Line 21) and towing in Camden County (T-2171, Lines 19 and 20). As noted above, in accordance with the RFP a contractor is required to have its service vehicle in transit responding to a service call within one hour of receiving the call. RFP § 3.2.1

In response to the original complaint, GJ Auto alleged that it travels to Camden many times a month. RFP § 5.10 *Contract Activity Report* requires that a contractor provide a record of all purchases made under this contract. Accordingly, in connection with this appeal, the Procurement Bureau requested that GJ Auto provide the contract Activity Report for the purchases made under Lines 19, 20 and 21 for the duration of this contract. GJ Auto advised the Procurement Specialist it did not have any roadside assistance requests (Line 21)² to report but that it would provide its record of towing service (Lines 19 and 20). From January 2015 through September 2015, GJ Auto reported 24 towing services provided in Camden County. Based upon this information, GJ Auto has provided towing services in Camden County in accordance with its contract. In addition, I note that there is no record of any other formal complaint having been filed against GJ Auto with the CCAU for having failed to provide service in accordance with this State Contract.

Based upon the record before me, where the agency representative indicates that he contacted the vendor for service, and in turn the vendor indicates that he never received the call, and further asserts that he never stated that he would not provide towing services in Camden County as such services were included in his contract; there is insufficient information upon which a determination can be made on whether or not a phone call was placed to GJ Auto to request service and whether such service was refused by the vendor; and therefore, whether or not a contract violation occurred. Accordingly, this matter is returned to the CCAU for additional fact finding to determine whether a contract violation occurred and/or can be shown.

The Division appreciates GJ Auto's continuing interest in doing business with the State of New Jersey and for registering your company with *NJSTART*, the State of New Jersey's new eProcurement system.

Sincerely,


Maurice A. Griffin
Acting Director

MAG: RUD

c: A. Davis

² Price line 21 is for roadside assistance and covers the service requested by the AOC on October 16, 2014.