

# State of New Jersey

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

Via Electronic Mail [[canertransportation@yahoo.com](mailto:canertransportation@yahoo.com)] and USPS Regular Mail

Herman Saka & Frank Kahyaoglu, Owners  
Caner Transportation, LLC  
104 Crider Avenue  
Moorestown, NJ 08057

Re: Appeal of Formal Complaint No. 15-03-01, Contract W#15010S  
Calibrated Spreading Services for Anti-Icing Chemicals and Abrasives NJDOT Statewide—All  
Remaining Open Sections (#T1415)

Dear Messrs. Saka and Kahyaoglu,

This is in response to your letter to the Division of Purchase and Property (Division) dated November 2, 2015, regarding the above-referenced complaint filed against Caner Transportation, LLC (Caner) by the New Jersey Department of Transportation (DOT). In your letter, you appeal the October 26, 2015 administrative resolution of Formal Complaint No. 15-03-01 by the Division's Contract Compliance and Audit Unit (CCAU). I have reviewed the facts of this case pursuant to N.J.A.C. 17:12-4.5(a) and set forth herein my final agency decision.

Caner was awarded price line 00061, South Region 456 Mays Landing and South Region 423 Pomona, of the subject contract through a waiver of advertising. Caner's contract was valid September 9, 2014 through July 31, 2015, to provide calibrated spreading services in the awarded locations as directed by the DOT. On February 15, 2015,<sup>1</sup> DOT Mays Landing submitted formal complaint No. 15-03-01, which specified as follows:

Caner Transportation has been told several times about dumping piles of salt during a snow shift. They are dumping piles of salt on the sides of the road and on private property, such as parking lots. It is an on-going problem. We have to shift resources to clean up the hazards they are creating on our snow section. We only have one loader and limited man power per shift. We cannot afford to send a loader behind [their] trucks every shift. It puts a complete halt to the snow operation. There are many crews that get salt out of our facility and when the loader is on the road to remove these hazards it slows down the snow removal process. The trucks the contractor utilize[s] are not the proper size trucks for our section. They are too large for our road way. There are too many obstacles and hazards around them.

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<sup>1</sup> CCAU received the complaint on March 4, 2015.

In response to the allegations in the formal complaints, Caner made the following statement, dated March 10, 2015:

After receiving formal complaint did speak with [someone] at Mays Landing location with contact name John D'Arco[.] [H]e explained to me over the phone there were some spills when drivers were raising dump bodies because of weather being so cold, salt had some big block[s] of frozen salt[.] Drivers were experiencing hard time to have salt release[d] from front of the dump bed! All of a sudden when icy salt releases[,] one of my truck #'s had a blowing tail gate[.] Nobody brought it to my attention. I also did speak with my drivers today. They stated even DOT's own trucks were experiencing same issues because of lack of weather[,] so we weren't [ ] the only one.

Also[,] speaking of Caner trucks being to[o] large for [their] roadway size[,] our trucks expect the length is longer than DOT's salt spreading & plowing vehicles salt spreader they use in our State's roads made by buyers[.] [S]alt spreaders [in] order for them to salt the road they have to raise [their] body if vehicle is running at certain speed[.] It will be very dangerous to do [ ] while truck is moving. Some States DOT's truck they do it in same speed. After speaking with John D'Arco he stated to me today [that] my drivers did a[n] excellent job. Also, again, drivers stated to me DOT's own vehicles were doing the same[:] by honest mistake they were loosing some of the load on the road too[.] So[,] some time if you raise the body while in motion, [it] can create a very dangerous fatalities[,] such as people getting [in]to accidents and getting injured. I believe we have done our best on our roads, spreading salt[.] We did what it took place to be a best crew[,] but sometimes you will run into issues when weather is bad. Nothing was done purposely. And I will make sure that won't happen at the future and I would like to appol[ogize] for the spills we have done. If you have any questions regarding this matter, Caner can be reached at 856979[XXXX].

DOT provided a response on May 5, 2015, which explained, “. . . when [Caner] talks about the salt spilling out of the DOT trucks[,] [t]his was not the case. The salt was getting hard in the beds of the trucks but we were not making hazards on the roadways while shifting [our] loads.”

Following a review of the record, CCAU issued a final resolution on October 26, 2015. In that decision, CCAU resolved the complaint against Caner for poor performance, reasoning, “While CCAU understands that the weather was a factor[,] it is unacceptable for the vendor to create road hazards while performing the contract, causing the DOT to expend additional resources and slowing down the snow removal process.”

Caner appealed the determination through its November 2, 2015 letter, stating “the incident which gave [rise] to this complaint was an unfortunate occurrence that could've happened to almost anyone with no previous experience in winter operations.” Caner further explained that the term of the subject contract was the first time it had winter operations and, based on what it had learned through the experience, was “upgrading [its] vehicles to better meet salt spreading standards and demands.” In conclusion, Caner requested a waiver, as this was its “first and an honest mistake.”

Responding to a request while reviewing this appeal, a representative from DOT stated that he and a co-worker had talked to Caner's driver “at least 8 different times about the spilling of the salt” before filing the complaint. DOT also stated that it was forced to clean-up the resulting salt spills “at least

6 times.” Although I do understand that it was Caner’s first time under a snow plowing contract for the State, the fact that NJDOT warned Caner at least eight times about salt spillage and was forced to clean-up the salt spills at least six times must be taken into account.

I find the following: DOT repeatedly notified Caner not to spill salt on the roadways and Caner’s behavior forced DOT to utilize additional resources to clean-up salt spills. Although Caner states this was its “first and an honest mistake,” as a vendor it must be responsible for proper performance under the contract terms. DOT cannot be held responsible for repeatedly cleaning up a vendor’s operations while it corrects its performance. Based on the foregoing information, I uphold the determination of CCAU and find 15-03-01 properly resolved against Caner. I note that since the filing of 15-03-01, there have been no additional complaints filed against Caner.

Thank you for your continued interest in doing business with the State of New Jersey and for registering your business with NJSTART, the State’s new e-procurement system.

Sincerely,

A handwritten signature in blue ink that reads "magriff".

Maurice A. Griffin  
Acting Director

MAG:DF

c: A. Davis, CCAU  
J. Paul, CCAU  
S. D’arco, DOT