
FINAL AGENCY DECISION

April 1, 2026

Via Email and Regular First Class Mail

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Re: Bridgeton High School Additions and Renovations – Design Build (Re-Bid)
NJSDA Contract No. ST-0047-B01 RB1
Protest by Dobco Inc.
Protest by Epic Management, Inc.

Dear Mr. Trif and Ms. Gordon:

The New Jersey Schools Development Authority (“NJSDA”) is in receipt of Mr. Trif’s February 18, 2026 protest letter on behalf of Dobco Inc. (“Dobco”) relating to the above-referenced re-bid procurement for Design-Build services for the High School Additions and Renovation project in Bridgeton, New Jersey (the “Procurement”). Dobco’s protest challenges the responsiveness of the bids of the presumptive successful bidder, Epic Management, Inc. (“Epic”), and the presumptive second-place bidder, Ernest Bock & Sons, Inc. (“Bock”). This letter is the NJSDA’s formal response and final agency decision on Dobco’s bid protest.

The NJSDA is also in receipt of Ms. Gordon’s March 3, 2026 protest letter on behalf of Epic challenging the responsiveness of Dobco’s bid. This letter is also the NJSDA’s formal response and final agency decision on Epic’s bid protest.

In evaluating the bid protests, the NJSDA has reviewed and considered all submissions and relevant information and documentation, including the following: Mr. Trif’s February 18, 2026 correspondence, with attachments; February 19, 2026 electronic correspondence from Sean Murphy, SDA Managing Director of Procurement, establishing a schedule for submissions in connection with Dobco’s bid protest; February 24, 2026 correspondence from Daniella Gordon, Esquire on behalf of Epic, with attachments; February 24, 2026 electronic correspondence from Anthony J. DePascale on behalf of Bock¹; February 25, 2026 electronic correspondence from Mr. Trif to Mr. DePascale; February 26, 2026 electronic correspondence from Mr.

¹ This electronic correspondence advised that Bock declined to participate in the instant bid protest.

DePascale, with attachments; February 26, 2026 correspondence from Mr. Trif, with attachments; February 27, 2026 electronic correspondence from Mr. Murphy to Epic and Bock requesting further written submissions; February 27, 2026 electronic correspondence from Mr. Trif requesting an opportunity to respond to any submissions by Epic or Bock; March 3, 2026 correspondence from Ms. Gordon, with attachments, further addressing the Dobco bid protest and initiating a protest of the Dobco bid; March 3, 2026 correspondence from Mr. Trif, with attachment, in response to Ms. Gordon's March 3, 2026 submission; March 4, 2026 email from Mr. Murphy acknowledging and establishing a submission schedule for Epic's protest of Dobco's bid, acknowledging and granting Mr. Trif's February 27, 2026 request to make an additional submission; March 5, 2026 email from Ms. Gordon, with attachment; March 6, 2026 correspondence from Mr. Trif, with attachments; March 6, 2026 email from Mr. DePascale; March 10, 2026 correspondence from Ms. Gordon; March 11, 2026 email from Kyle Cassidy, Esq. on behalf of Dobco, requesting permission to respond to Epic's March 10, 2026 submission; March 12, 2026 electronic correspondence from Mr. Murphy granting Mr. Cassidy's request; March 19, 2026 correspondence from Mr. Trif, with attachments; March 23, 2026 email from Ms. Gordon, with attachment; March 23, 2026 email from Mr. Trif; the November 17, 2025 advertisement for bids (hereinafter, the "Advertisement"); the Request for Proposals, last revised November 12, 2025 ("RFP"); Addendum No. 1 to the RFP, dated January 7, 2026; the Information Package made available through a controlled-access website by the NJSDA to all bidders, including without limitation the project plans and Specifications; the Project Rating Proposals (and NJSDA Project Rating Proposal Evaluation Worksheets), Technical Proposals, Price Proposals and accompanying documentation submitted by all bidders in connection with the Procurement; procurement schedules, bid advertisements, bid opening worksheets, Notices of Intent to Award, executed contracts and Notices to Proceed with Design relating to NJSDA design-build procurements for the Trenton New Elementary School project, Contract No. WT-0024-B01, and the Paterson New STEAM High School project, Contract No. PA-0031-B01.

Brief Overview of the Procurement Process

The Procurement was advertised on November 17, 2025. Under the terms of the Advertisement, any firm wishing to submit a proposal was required to submit a Project Rating Proposal ("PRP") form no later than 2:00 p.m. on December 1, 2025. Furthermore, all interested bidders were required to attend a mandatory pre-bid site visit on December 4, 2025. One (1) addendum was issued thereafter on January 7, 2026. On or before 2:00 p.m. on January 21, 2026, interested bidders submitted Technical Proposals, electronic Price Proposals through the BidExpress platform, and other documentation in accordance with the requirements of the Advertisement and RFP, as modified by the addendum.

The Procurement was structured such that Technical Proposals consisted of two separate portions – a portion addressing Experience Criteria and a portion addressing Project Approach Criteria. Experience Criteria were evaluated by a panel of Standing Evaluation Committee members to determine whether each interested bidder had demonstrated sufficient experience in each of the Experience Criteria categories to be considered for an award of the Design-Build Services Contract. All bidders submitting Technical Proposals were determined to have demonstrated such experience.

Project Approach Criteria were evaluated and scored by a Procurement-specific Selection Committee consisting of six (6) members (including one (1) Bridgeton School District representative) through the

evaluation of responsive Technical Proposals addressing the Project Approach Criteria and interviews conducted on February 3, 2026 for the purpose of clarifying the information contained in the Technical Proposals.

Raw scores of each of the Selection Committee members in each of the Project Approach Criteria categories were multiplied by an assigned weighting factor, then aggregated and averaged to arrive at a final non-price score for each Technical Proposal. Under this Procurement, price is assigned a weighting factor of 60% and non-price or “other” factors are assigned a combined weight of 40%.

The final non-price scores of the bidders from highest to lowest were as follows: Epic (top ranked); Bock (second ranked); and Dobco (third ranked).

A total of three (3) Price Proposals were received. The Price Proposals were publicly opened on February 4, 2026. The final price scores of the bidders from highest to lowest were as follows: Epic, with a bid of \$73,962,000.00 (first ranked); Bock, with a bid of \$77,777,000.00 (second ranked); and Dobco, with a bid of \$80,285,000.00 (third ranked).

Price and non-price scores for each bidder were then weighted and tabulated to arrive at a final ranking of the bidders. Epic received a final rank of 1; Bock received a final rank of 2; and Dobco received a final rank of 3.

Dobco’s Bid Protest

Dobco contends that the bids submitted by both Epic and Bock must be rejected as non-responsive because the structural steel subcontractor named by both firms -- Salvi Steel Fabricators LLC (hereinafter “Salvi”) -- would exceed its Aggregate Rating Limit if either Epic or Bock is awarded a contract for the project.

1. February 18, 2026 Submission by Dobco

In its February 18, 2026 submission, Dobco asserts that, at the time of bid, Salvi was classified by the New Jersey Department of the Treasury, Division of Property Management and Construction (“DPMC”) and was prequalified by the NJSDA with an Aggregate Rating Limit of \$10 million. As of the time of bid, therefore, the outstanding dollar value of all contracts, public and private, that Salvi was permitted to perform at any given time could not exceed \$10 million.

Dobco further asserts that Salvi was required to submit a sworn certification stating that, at the time of Salvi’s bid on the Project, the amount of its “bid proposal and the value of all of its outstanding incomplete contracts does not exceed the firm’s aggregate rating limit.” N.J.S.A. 18A:7G-37(c); see also N.J.A.C. 19:38-3.8 (regulations governing submission of an Uncompleted Contracts Certification; N.J.A.C. 19:38-1.2 (definition of “Aggregate Rating”).

Dobco challenges the accuracy of Salvi’s Uncompleted Contracts Certification which averred that, as of the time of submission of its bid proposal, Salvi’s uncompleted construction work had a value of \$3,353,311.

Dobco contends, consistent with Section 2.2C of the RFP, that the bids submitted by Epic and Bock were materially defective because an award of the contract for the project to either firm would cause Salvi, a subcontractor required to be named under N.J.S.A.52:18A-243, to exceed its Aggregate Rating Limit. Dobco cites to the NJSDA's October 21, 2025 Final Agency Decision relating to the initial procurement for this project, which found that when a pre-bid quote from a named subcontractor would cause the subcontractor to exceed its Aggregate Rating, the bid of the bidder naming the subcontractor must be rejected as containing a material, non-waivable defect. That decision emphasized that a named subcontractor's Uncompleted Contracts Certification must be true and accurate "at the time the firm is bidding the project." N.J.S.A. 18A:7G-37(c).

In support of its protest, Dobco has submitted Uncompleted Contracts Certifications provided by Salvi on various public procurements in which it certified values of uncompleted work as of September 2, 2025, in the sum of \$4,110,000; as of October 21, 2025, in the sum of \$4,100,000; and, for the instant project, as of January 6 and 19, 2026, in the sum of \$3,353,311.

In further support of its protest, Dobco contends that on October 31, 2025, the NJSDA awarded Bock a contract on its Trenton Elementary School Project (the "Trenton Project"). Salvi is Bock's named structural steel subcontractor on the Trenton Project. Dobco contends, upon information and belief, that the value of Salvi's scope of work for the Trenton Project exceeds \$3 million. Moreover, Dobco references five (5) other public projects (including the Cape May Justice Complex) on which it contends, upon information and belief, that Salvi is currently completing work.

Dobco infers from these asserted facts that at the time of the submission of its bid proposal, Salvi's uncompleted construction work was not \$3,353,311, but something closer to \$7,000,000.

Dobco provides a copy of Salvi's bid proposal to Dobco in connection with this Procurement in which Salvi provides a bid of \$3,850,000 for the structural steel component of the project and \$1,224,000 for the miscellaneous steel component of the project, for a total bid amount of \$5,074,000.

If, as Dobco infers, Salvi's actual uncompleted construction work at the time of bid was something close to \$7 million, then Salvi's bid on this Procurement would cause Salvi to exceed its Aggregate Rating.

2. February 24, 2026 Submission by Epic

In its February 24, 2026 response to Dobco's protest, Epic characterizes Dobco's protest as speculative and unsupported by evidence. Epic asserts that it has the right to rely upon the Uncompleted Contracts Certification provided by Salvi and that Epic is not in a position to and should not be required to audit the accuracy of Salvi's certification.

Epic provides a copy of Salvi's January 20, 2026 bid proposal to Epic in connection with this Procurement in which Salvi provides a bid of \$3,750,000 for the structural steel component of the project and \$1,200,000 for the miscellaneous steel component of the project, for a total bid amount of \$4,950,000. Epic contends that the sum of this bid amount and the amount set forth in Salvi's Uncompleted Contracts Certification would not result in an exceedance of Salvi's Aggregate Rating. In addition, Epic asserts that only the structural steel

component of Salvi's bid need ultimately be performed by Salvi were there to be a true question of a potential exceedance of the Aggregate Rating Limit.

As to Dobco's contention that Salvi failed to include the value of the structural steel scope of work for the Trenton Project in Salvi's Uncompleted Contracts Certification for this Procurement, Epic asserts that Dobco has provided no proof as to

what additional value, if any, should be assigned to Salvi's uncompleted contract tally, where the total of steel may not be determinative of the value attributable in a statement of uncompleted work. Dobco similarly offers no facts regarding the value of structural steel for Trenton project as opposed to the value of miscellaneous steel.

With respect to Dobco's reliance on Salvi's Uncompleted Contracts Certifications from September and October 2025 in the sums of \$4,110,000 and \$4,100,000, respectively, Epic argues that "Salvi plausibly would have continued to complete work that would impact its uncompleted work total in the" ensuing several months prior to Salvi's January 20, 2026 bid on this Procurement.

Finally, Epic suggests that an award to Dobco, as the third low bidder with a bid that is \$6.3 million higher than Epic's would be an unjustified waste of taxpayer money.

3. *February 25-26, 2026 Email Exchange Between Mr. Trif on Behalf of Dobco and Mr. DePascale on Behalf of Bock*

On February 25, 2026, Mr. Trif on behalf of Dobco, wrote to Mr. DePascale, Vice President of Bock, seeking copies of Salvi's bid proposals to Bock in connection with the Trenton Project and the Cape May Justice Complex project (the "Cape May Project"), subcontracts between Bock and Salvi on these projects, and last payment applications by Salvi to Bock on both of the projects.²

With his February 26, 2026 email response, Mr. DePascale provided copies of Salvi's July 19, 2025 bid on the Trenton Project, Salvi's March 12, 2025 bid on the Cape May Project, an unsigned Purchase Order for the Trenton Project, dated December 12, 2025, a signed Purchase Order for the Cape May Project, dated March 31, 2025, and Salvi's January 2026 application for payment on the Cape May Project. Mr. DePascale advised that "[a]t this time, there are no invoices for payment on the Trenton project."

Of note, Salvi's bid on the Trenton Project consisted of a structural steel component of \$3,400,000 and a miscellaneous steel component of \$550,000, for a total bid of \$3,950,000. Of further note, the January 2026 payment application on the Cape May Project reflects an outstanding contract value after payment of the payment application of \$775,000.³

² We note that Bock provided various documentation, despite previously advising that it would not be participating in the instant protest, and despite having no obligation to do so.

³ The total amount not paid to Salvi under the subcontract totals \$813,500, \$38,500 of which is retainage (10% of completed work and material stored).

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These email communications, with attachments, were shared with all parties to the protest and with the NJSDA.

4. February 26, 2026 Submission by Dobco

In its February 26, 2026 submission, Dobco undertakes to reply to Epic's February 24, 2026 opposition to Dobco's protest.

First, Dobco contends that Epic's opposition provides no support for the accuracy of Salvi's Uncompleted Contracts Certification and fails to dispute Dobco's contention that Salvi is actively performing work on at least six (6) public construction projects.

Second, attaching copies of and relying upon the documents provided by Mr. DePascale, Dobco argues that given Salvi's \$3,353,311 in certified uncompleted construction work, an additional \$3,775,000 in uncompleted construction work on the Trenton Project, uncompleted construction work on the Cape May Project of \$813,500, and a total bid amount on this Procurement of \$5,074,000, Salvi would well exceed its Aggregate Rating Limit if either Epic or Bock were to receive the award in this matter.⁴

Third, Dobco contests Epic's assertion that Epic is entitled to presume and rely upon the accuracy of the amount of uncompleted construction work to which Salvi has certified – even in the face of a challenge to the accuracy of the amount certified. Under Section 7 of the RFP, “the NJSDA may request . . . any clarifying documentation that may be deemed necessary to proceed with award.” Moreover, Dobco observes, “[a]ny firm or individual who makes, or causes to be made, a false, deceptive or fraudulent statement in its bid . . . may be disqualified from bidding.” N.J.A.C. 19:38-3.2.

Fourth, Dobco disputes Epic's contention that it has failed to adduce any evidence in support of its protest, referring to the information and documentation provided with its submissions to date. Dobco argues Epic's failure to squarely address this information and documentation “is tantamount to an admission” that “[a]t a minimum . . . warrants the further investigation that the regulations and the Solicitation expressly authorize.”

Fifth, Dobco contests Epic's suggestion that Salvi need not perform all of the steel components set forth in its bid, citing O'Shea v. New Jersey Schools Construction Corporation, 388 N.J. Super. 312, 322 (App. Div. 2006) for Dobco's proposition that the “prime contractor must use the subcontractors listed in its bid documents to perform the specified work.” Dobco also disputes as inapposite Epic's reliance on Epic Management Inc. v. New Jersey Schools Development Authority, A-3818-16T3, 2018 WL 3446735 (App. Div July 18, 2018), arguing that the holding in that case was limited to the narrow circumstances (not present

⁴ It appears that Dobco's contention that Salvi carries an uncompleted construction work value of \$3,775,000 on the Trenton Project derives from the subcontract value reflected on an unsigned Purchase Order, dated December 12, 2025, as provided by Mr. DePascale. Salvi's bid proposal on the Trenton Project had a structural steel component of \$3,400,000 and a miscellaneous steel component of \$550,000, for a total bid amount of \$3,950,000.

For the Cape May Project, there appears to be \$775,000 of uncompleted construction work following submission of the January 2026 payment application. The payment application reflects that a total of \$38,500 in retainage is being held. Uncompleted construction work plus retainage totals \$813,500.

in the instant Procurement) of the prime contractor, rather than the electrical subcontractor, undertaking to purchase materials required for electrical work on the project.

Finally, Dobco disputes that an award to Dobco at its higher bid amount would be contrary to the public interest. Rather, Dobco contends that it is an award to Epic, whose subcontractor has exceeded its Aggregate Rating Limit, that would truly endanger the public interest.

5. *March 3, 2026 Submission by Epic*

With its March 3, 2026 submission, Epic provides Salvi's "further certification in connection with [Salvi's] statement of uncompleted work." Among other things, the March 3, 2026 certification of Santosh Salvi, Salvi's owner and Director of Operations, states that Mr. Salvi "once again reviewed Salvi Steel's uncompleted NJSDA construction contract/work at the time the [January 6 and 19, 2026] Bid Certifications were submitted." Mr. Salvi further certifies:

4. The result of my reassessment of Salvi Steel's uncompleted NJSDA construction contract/work at the time the Bid Certifications were submitted is that the Bid Certifications were actually ***overstated*** by \$920,311 because a significant credit for one of Salvi Steel's NJSDA projects had not yet been processed. Thus, the actual aggregate amount of Salvi Steel's NJSDA uncompleted NJSDA construction contract/work at the time the Bid Certifications were submitted was **\$2,433,000**.

Footnote 1 to the certification states:

I note that Dobco lists five (5) separate NJSDA projects it alleges Salvi Steel is "currently completing work". [sic.] For one of those projects (Avenel Street School), while Salvi Steel was retained to furnish certain miscellaneous steel products prior to the submission of the Bid Certifications, Salvi Steel was never a named [sic.] as the steel subcontractor and, thus, is not "currently completing work" at that project.

On another project referenced by Dobco (Trenton School), Salvi Steel has not even entered into a contract with Bock and, thus, it should not be considered an uncompleted construction contract/work for purposes of Salvi Steel's Aggregate Rating calculation."

Relying upon a number of cited cases, including Seacoast Builders Corporation v. Jackson Township Board of Education, 363 N.J. Super. 373 (App. Div. 2003), Epic's March 3, 2026 submission argues that because Salvi has not yet entered into a subcontract with Bock on the Trenton Project, "work eligible to be performed by another party may be segregated" and Salvi is free "not to perform the miscellaneous steel work" included in its bid submissions to Epic. Epic argues that O'Shea's proscription of the substitution of named subcontractors post-bid is necessarily limited to and pertains only "to work that required named subcontractors are required to perform."

Epic's March 3, 2026 submission also challenges, for the first time, the responsiveness of Dobco's bid. Epic's protest of Dobco's bid is fully addressed in a later section of this final agency decision.

6. *March 3, 2026 Submission by Dobco*

Dobco’s March 3, 2026 submission challenges the reliability of Mr. Salvi’s March 3, 2026 certification. First, Dobco asserts that the certification is unreliable because it impermissibly limits the calculation of uncompleted construction work to NJSDA contracts only. N.J.S.A. 18A:7G-37(c) and N.J.A.C. 19:38-3.8 require that all uncompleted work, not just uncompleted work on NJSDA projects, must be taken into account in assessing adherence to the Aggregate Rating Limit. Second, Dobco contends that the certification is unreliable because it relies upon a calculation of uncompleted construction work that improperly credits amounts “that have yet to be processed.” Dobco argues that “[p]ermitting bidders to reduce their reported uncompleted work through anticipated future credits would render the aggregate rating requirement meaningless.”

Further, Dobco’s submission notes that Mr. Salvi’s March 3, 2026 certification does not dispute that Salvi’s anticipated work on the Trenton Project carries a value of \$3,775,000. Instead, Dobco observes, Mr. Salvi erroneously argues that this value need not be counted toward Salvi’s uncompleted construction work because Salvi has not yet entered into a subcontract with Bock. Relying upon Dobco, Inc. v. Brockwell & Carrington Contractors, Inc., 441 N.J. Super. 148 (Law Div 2015), Dobco maintains that the value of the uncompleted construction work on the Trenton Project should appropriately be included in a calculation to determine whether there has been an exceedance of the Aggregate Rating Limit.

Dobco argues that even accepting Salvi’s purported reduced uncompleted NJSDA construction work, an award to Epic would result in an exceedance of Salvi’s Aggregate Rating, as follows:

Project	Value
Uncompleted NJSDA Construction Work	\$2,433,000
Trenton Project	\$3,775,000
Bridgeton Project	\$5,074,000
TOTAL:	\$11,282,000

7. *March 5, 2026 Supplemental Certification of Santosh Salvi*

On March 5, 2026, Epic supplied a Supplemental Certification by Mr. Salvi, dated March 5, 2026, Among other things, the supplemental certification stated:

3. On March 3, 2026, I submitted a Certification clarifying that the actual amount of Salvi Steel’s uncompleted NJSDA construction contract/work at the time the Bid Certifications were submitted is that the Bid Certifications overstated [sic.], with the actual amount being \$2,433,000. To be clear, this corrected amount included all of Salvi Steel’s then outstanding and uncompleted contract work, not just that related to the NJSDA.

4. With regard to the Bridgeton High School project, which is the subject of Dobco’s protest, it was and remains Salvi Steel’s belief and understanding that its only obligation is to furnish and install the structural steel portion of the project, as well as furnish and deliver the related accessories (*i.e.* bolts, plates, etc.), for a total price of \$3,750,000. Thus, any amounts

included in Salvi Steel’s quote for miscellaneous steel should not be counted toward its Aggregate Rating.

8. *March 6, 2026 Submission by Dobco*

In its March 6, 2026 submission, Dobco provides initial reactions to Epic’s protest. These reactions are summarized in the later section of this final agency decision addressing the Epic protest.

Dobco’s March 6, 2026 submission also challenges Salvi’s claimed \$920,311 credit reduction in the value of its outstanding uncompleted construction work. Under Dobco, Inc., Dobco maintains, such a credit is permitted only if supported by proffered written evidence of acceptance of the credit by the payor. Dobco, Inc., 441 N.J. Super. at 162.

Dobco also argues that Salvi’s attempt to omit the value of uncompleted construction work on the Trenton Project from its Uncompleted Contracts Certification valuation is impermissible. Dobco argues that a subcontractor’s attempt to exclude the value of a named subcontractor’s bid proposal was “squarely considered and rejected” in Dobco, Inc.

Dobco contests Epic’s attempt to segregate the structural steel and miscellaneous steel components of the Salvi bid. Again, relying on O’Shea, Dobco reiterates its position that the value of both components of the Salvi bid must be included in the calculation to determine whether there has been an exceedance of Salvi’s Aggregate Rating Limit. Dobco calculates such an exceedance as follows:

Project	Value
Uncompleted NJSDA Construction Work	\$3,353,311
Trenton Project	\$3,775,000
Bridgeton Project	\$5,074,000
TOTAL:	\$12,202,311

Even conceding the exclusion of the miscellaneous steel component for this Procurement, Dobco calculates an exceedance of the \$10 million Aggregate Rating Limit as follows:

Project	Value
Uncompleted NJSDA Construction Work	\$3,353,311
Trenton Project	\$3,775,000
Bridgeton Project	\$3,750,000
TOTAL:	\$10,878,311

9. *March 23, 2026 Submission by Epic*

On March 23, 2026, Epic provided a copy of a DPMC Notice of Classification for Salvi, reflecting an Aggregate Rating of \$15 million, an issuance date of August 1, 2024 and an expiration date of July 31, 2026.⁵

Analysis of Dobco’s Bid Protest

Pursuant to the Educational Facilities Construction and Financing Act (N.J.S.A. 18A:7G-1, et seq., referred to hereinafter as the “Act”), “a prequalified contractor seeking to bid school facilities projects, and **any subcontractors required to be named** under [the Act] shall, as a condition of bidding, submit a sworn contractor certification regarding qualifications and credentials.” N.J.S.A. 18A:7G-37(a) (emphasis added). N.J.S.A. 18A:7G-37(c) provides that “the contractor certification form shall further require that a principal owner or officer of the company certify that, **at the time that the firm is bidding a project**, the amount of its **bid proposal** and the value of all of its outstanding incomplete contracts does not exceed the firm’s existing aggregate rating limit.” N.J.S.A. 18A:7G-37(c)(emphasis added). These statutory requirements are also reflected in the NJSDA’s bidding regulations. N.J.A.C. 19:38-3.8.

Under the NJSDA’s regulations, “Aggregate Rating” means:

the limit of the outstanding dollar value of all contracts, public and private, which a firm may perform at a given time as assigned by the Authority's Notice of Prequalification **in effect at the time of the contractor's bid**, which shall be identical to that which is assigned by the New Jersey Department of Treasury, Division of Property Management and Construction. Should the Division of Property Management and Construction modify a firm’s aggregate rating after the Authority has issued a Notice of Prequalification, **the Aggregate Rating issued by the Authority is considered modified to be identical to that of the Division of Property Management and Construction.**

N.J.A.C. 19:38-1.2.(emphasis added)

Section 2.2C of the RFP for this Procurement also sets forth the following requirements for bidders:

A Design-Builder shall not submit a Price Proposal that, excluding amounts for design, exceeds its Project Rating Limit. A Design-Builder shall not submit a Price Proposal that, when added to the amount listed on its Uncompleted Contracts Form, exceeds its Aggregate Limit, excluding amounts for design services. **A Design-Builder shall not submit a Price Proposal that causes any one of the Subcontractors required to be named** under Section 2.1D, Subcontractors Required by Identification in Advertisement and Statutorily-Named Subcontractor Requirements herein, **to exceed that Subcontractor’s Aggregate Limit.**

⁵ DPMC determined to increase Salvi’s Aggregate Rating to \$15 million on March 19, 2026. The Notice of Classification it thereupon issued to Salvi, a copy of which was supplied in Epic’s March 23, 2026 submission, contained an erroneous issuance date. DPMC has since corrected this error, as reflected on its website. Salvi’s updated Classification has an effective date of March 19, 2026. Consistent with N.J.A.C. 19:38-1.2, Salvi’s Aggregate Rating Limit with the NJSDA is deemed modified to be identical to that of DPMC, with the same issuance and expiration dates.

(emphasis added).

It is undisputed that on January 21, 2026, the date bid proposals on this Procurement were due, Salvi's Aggregate Rating Limit was \$10 million. The increase in the DPMC Aggregate Rating Limit for Salvi from \$10 million to \$15 million, with an issuance and effective date of March 19, 2026, is not material to a resolution of the Dobco protest. See N.J.A.C. 17:19-2.12(c) (“[a]ny change of classification shall be effective only for the remainder of the original classification period”).

1. Salvi's Uncompleted Contracts Certification

With its bid, Epic supplied Salvi's Uncompleted Contracts Certification, dated January 6, 2026. On behalf of Salvi, Mr. Salvi certified:

I certify that the firm's total amount of uncompleted construction work (defined as the total contract value of unbilled work – including public and private) **as of the bid due date** is \$3,353,311.00.

* * * *

I further certify that **the amount of this bid proposal**, including the amount listed above does not exceed my New Jersey Schools Development Authority, Aggregate Rating Limit.

(emphasis added).

The NJSDA agrees with Epic that, ordinarily, both Epic and the NJSDA should be able to rely upon such a subcontractor certification without further inquiry into its accuracy or veracity. This does not mean, however, that Epic, Bock or the NJSDA are permitted to disregard facts and evidence presented that call the accuracy of the certification into question. The NJSDA has an obligation to assure the integrity of the public procurement process that requires it to make a reasonable inquiry when, as in the case of the Dobco protest, the accuracy of a subcontractor's certification is reasonably challenged. In fulfilling its obligation to ensure the integrity of the procurement process, the NJSDA has the right to disqualify a bidder that “makes, or causes to be made, a false, deceptive or fraudulent statement in its bid.” N.J.A.C. 19:38-3.2. Thus, under Section 7 of the RFP, “prior to determination of the successful Design-Builder, the NJSDA may request . . . [a]ny clarifying documentation that may be deemed necessary to proceed with award.”

In connection with Dobco's protest, Salvi has submitted post-bid certifications that the Uncompleted Contracts Certification provided with its bid proposal overstated the value of Salvi's uncompleted construction work by \$920,311. As a threshold matter, the NJSDA finds that Epic's proffer of Salvi's post-bid certifications constitutes an effort to correct, not clarify, Epic's bid submission. As such, for purposes of Dobco's protest, the NJSDA does not accept the proposed corrective reduction of Salvi's uncompleted construction work to \$2,433,000.⁶

⁶ See In Matter of Protest of the Award of the On-Line Games Production and Operation Services Contract, Bid. No. 95-X-20175, 279 N.J. Super. 566, 597 (App. Div. 1995)(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.”).

Even if the NJSDA were to consider Salvi's corrective reduction in uncompleted construction work, the NJSDA finds that the certifications fail to provide any detail regarding the nature of or written support for the purported "significant credit for one of Salvi Steel's NJSDA projects that had not yet been processed." As recognized in Dobco, Inc., "there must be some indicia of approval by the payor, whether it be by email acknowledgement, notation on invoice, or some other form of confirmation". Dobco, Inc., 441 N.J. Super. at 162. Epic has provided no such detail or documentation of the purported credit. Moreover, the NJSDA has identified no "NJSDA project" on which Salvi would be or is entitled to such a credit.

Other averments in the post-bid certifications by Salvi further call into question the accuracy and reliability of Salvi's January 6 and 19, 2026 Uncompleted Contracts Certifications. In Mr. Salvi's March 3, 2026 certification, each Uncompleted Contracts Certification is described as "a certification setting forth the then total amount of Salvi Steel's uncompleted *NJSDA* construction contracts/work . . . totaling \$3,353,311." Mr. Salvi's certification goes on to state that he has undertaken a "reassessment of Salvi Steel's uncompleted *NJSDA* construction contract/work" at the time of Salvi's bid. (emphasis added). These references suggest that Salvi's Uncompleted Contracts Certifications include values of uncompleted construction work only with respect to NJSDA projects.

The NJSDA does recognize that in Mr. Salvi's supplemental post-bid certification, dated March 5, 2026, Mr. Salvi seeks to explain the previous certification by stating "[t]o be clear, this corrected amount [\$2,433,000] included all of Salvi Steel's then outstanding and uncompleted contract work, not just that related to the NJSDA."

Mr. Salvi's March 3, 2026 certification, however, contains other troubling statements bearing on the accuracy and reliability of Salvi's Uncompleted Contracts Certifications. First, in footnote 1 of the March 3, 2026 certification, Mr. Salvi implies that Salvi was not required to include uncompleted construction work on the Avenel Street School,⁷ for which it "was retained to furnish certain miscellaneous steel products prior to submission of the" Uncompleted Contracts Certifications, because Salvi "was never a named [sic.] as the steel subcontractor and, thus, is not 'currently completing work' at that project."

Footnote 1 suggests that Salvi inherently misapprehends what must be included in its certification as to the amount of uncompleted construction work for purposes of assessing exceedance of the Aggregate Rating Limit. The amount that must be encompassed in this calculation is not limited to segregated subsets of uncompleted work – such as only structural steel work, only NJSDA work, or only public work. The assessment of whether there has been an exceedance of the Aggregate Rating Limit must take into account "the outstanding dollar value of all contracts, public and private, which a firm may perform at a given time". N.J.A.C. 19:38-1.2.

Footnote 1 further contends with respect to the Trenton Project that because Salvi has yet to enter into a subcontract with Bock for the Project, Salvi does not need to include the project in its calculation of uncompleted construction contract work. In this contention, Salvi is flatly wrong.

⁷ The Avenel Street School is not an NJSDA project.

The NJSDA's contract with Bock, as design builder, on the Trenton Project was executed and the design NTP was issued on October 31, 2025. Salvi is the named structural steel subcontractor on the Trenton Project. While it appears that no subcontract between Bock and Salvi has been executed, under O'Shea, now that the NTP has issued to Bock, Salvi is bound to serve as the structural steel contractor for the project. See O'Shea, 388 N.J. Super. at 323 (the NJSDA "does not have the discretion to permit substitution of subcontractors after the contract has been awarded").

While there may be no subcontract, based upon the copy of Salvi's bid made available by Bock during the course of Dobco's protest, we know that Salvi's bid for the structural steel component of the Trenton Project is \$3,400,000. At a minimum, therefore, a proper valuation of uncompleted construction work by Salvi at the time bids were due under this Procurement should have included the value of the structural steel component on Trenton Project. Salvi admits that its Uncompleted Contracts Certification omits any value for the Trenton Project.

Dobco, Inc., 441 N.J. Super. at 163-64, held that a named subcontractor's uncompleted contracts disclosure must include the value of all uncompleted construction work reflected in its current commitments, including work arising from bids on which it is a named subcontractor to the numerical low bidder, notwithstanding that an award has yet to issue to the low bidder. Under the facts presented in the instant protest, the contract for the Trenton Project had been fully executed as of the date bids were due on this Procurement and Salvi was unalterably bound to serve as the structural steel subcontractor on the project. At a minimum, therefore, Salvi was obligated to include the value of the structural steel component of the Trenton Project in its Uncompleted Contracts Certification, but knowingly failed to do so.

Salvi's Uncompleted Contracts Certification misstated by millions of dollars the actual amount of its uncompleted construction work. Under the applicable statutes and regulations and under the RFP, Epic was required to submit an Uncompleted Contracts Certification from Salvi that was free from material defects. Epic's submission of and reliance upon Salvi's inaccurate, unreliable and misleading Uncompleted Contracts Certification constitutes a material and non-waivable defect in Epic's bid.⁸

2. *Salvi's Bid Proposal*

Salvi submitted a bid proposal to Epic, dated January 20, 2026, that included a structural steel component of \$3,750,000 and a miscellaneous steel component of \$1,200,000. The total amount of Salvi's bid proposal

⁸ Epic bears responsibility for the defects in Salvi's Uncompleted Contracts Certification under Section 2.2 of the RFP, which provides that "a Design-Builder shall not submit a Price Proposal that causes any one of the Subcontractors required to be named under Section 2.1D . . . to exceed that Subcontractor's Aggregate Limit."

It is noteworthy that on March 6, 2026, after receipt and review of Salvi's post-bid certifications, Mr. DePascale, on behalf of Bock, stated: "We have reviewed all submissions provided by Salvi Steel to the SDA. However, there appears to be a discrepancy between the values reported by Salvi Steel and the position it has taken. Therefore, we are unable to certify the accuracy of Salvi Steel's statement." In this communication, Bock recognizes the defects in the Salvi Uncompleted Contracts Certification and demonstrates Bock's obligation as a bidder under the RFP and NJSDA regulations not to stand behind a demonstrably inaccurate and unreliable submission by one of its named subcontractors.

was \$4,950,000.

In his March 5, 2026 certification, Mr. Salvi states that

it was and remains Salvi Steel's belief and understanding that its only obligation is to furnish and install the structural steel portion of the project . . . for a total price of \$3,750,000. Thus, any amounts included in Salvi Steel's quote for miscellaneous steel should not be counted toward its Aggregate Rating.

Epic similarly argues that "work eligible to be performed by another party may be segregated." It contends that the miscellaneous steel component of Salvi's bid can be so segregated. Thus, Epic maintains that only the value of the structural steel component of Salvi's bid on the Bridgeton project need be counted for purposes of calculating potential exceedance of Salvi's Aggregate Rating Limit. These arguments are inconsistent with the plain language of the applicable statute and Salvi's Uncompleted Contracts Certification.

N.J.S.A. 18A:7G-37(c) provides that "the contractor certification form shall . . . require that a principal owner or officer of the company certify that, *at the time that the firm is bidding a project*, the amount of *its bid proposal* and the value of all of its outstanding incomplete contracts does not exceed the firm's existing aggregate rating limit." N.J.S.A. 18A:7G-37(c)(emphasis added).

Salvi's bid proposal, inclusive of both structural steel and miscellaneous steel components, totals \$4,950,000.

In its Uncompleted Contracts Certification, Salvi certifies that "**the amount of this bid proposal**" together with the amount specified as the total amount of the firm's uncompleted construction work does not exceed the firm's Aggregate Rating Limit.

The establishment of an Aggregate Rating Limit by DPMC is based upon a firm's financial capacity and responsibility. See N.J.A.C. 17:19-2.8 (aggregate rating limit based upon a firm's reported working capital, performance evaluations, bonding capacity, and a variety of responsibility factors specified in N.J.A.C. 17:19-2.4). The Aggregate Rating Limit is the "limit of the outstanding dollar value of all contracts, public and private, which a firm may perform at a given time" regardless of the nature and scope of the components of the underlying construction work.

The amount of Salvi's bid proposal was \$4,950,000. Salvi certified that this amount, together with the firm's total amount of uncompleted construction work, would not cause Salvi to exceed its Aggregate Rating Limit. Epic's effort to limit to the structural steel component the amount of the bid proposal that "counts" in the calculation of a potential exceedance of Salvi's Aggregate Rating Limit is inconsistent with the plain language of the governing statute and Salvi's Uncompleted Contracts Certification.⁹

⁹ Epic's reliance on Seacoast Builders Corporation v. Jackson Township Board of Education, 363 N.J. Super. 373 (App. Div. 2003) is inapposite. Seacoast involved a bidder whose base bid did not cause an exceedance of its Aggregate Rating Limit, but whose bid, with the potential inclusion of alternates, might result in an exceedance. This bid protest, unlike Seacoast, does not involve alternates.

3. *Calculation of Outstanding Uncompleted Construction Work*

The fulfillment of the NJSDA’s mission to address the pressing school facilities needs of New Jersey’s most disadvantaged school districts necessitates the swift and efficient advancement of the NJSDA’s public procurements. Expedient advancement of these procurements requires reliance upon certifications from participating contractors and named subcontractors as to their compliance with applicable law. It also requires the competent, diligent and good faith cooperation of these contractors and subcontractors in assuring the accuracy of the certifications they provide.

The necessity for an efficient procurement process and for adherence to the demands and constraints of design and construction schedules is incompatible with conducting a post-bid forensic accounting of a subcontractor’s books and balance sheets or a lengthy hearing process. This is particularly true for this Procurement, where design and construction are to be coordinated with the school district on an existing and operating school.

Notwithstanding this incompatibility, Dobco’s protest of the accuracy of Salvi’s Uncompleted Contracts Certification requires the NJSDA’s further inquiry and assessment. The submissions of the parties on Dobco’s protest demonstrate the following:

- Salvi’s January 6, 2026 Uncompleted Contracts Certification certifies that Salvi has \$3,353,311 in uncompleted construction work.
- Salvi’s Uncompleted Contracts Certification did not include the amount of any uncompleted construction work for the Trenton Project.
- The Trenton Project has been awarded to and a contract for the project has been entered into with Bock.
- Salvi is Bock’s named subcontractor on the Trenton Project.
- Salvi’s bid on the Trenton Project included a bid of \$3,400,000 for the structural steel component of the project.
- The amount of Salvi’s bid proposal to Epic for this Procurement totals \$4,950,000.

Based upon these demonstrated facts, the NJSDA finds that total of Salvi’s outstanding uncompleted construction work and the amount bid on this Procurement may be calculated as follows:

Uncompleted NJSDA Construction Work from Uncompleted Contracts Certification	\$3,353,311
Structural Steel Component on the Trenton Project	\$3,400,000
Amount of Bid Proposal on the Bridgeton Project	\$4,950,000
TOTAL:	\$11,703,311

Accordingly, the NJSDA concludes and determines that an award to Epic or to Bock on this Procurement would result in an exceedance of Salvi’s Aggregate Rating Limit.

Even if, for purposes of argument only, the NJSDA were to accept Epic’s suggestion that the miscellaneous steel component can be segregated from Salvi’s bid on this Procurement, an award to Epic would result in an exceedance of Salvi’s Aggregate Rating Limit of more than a half million dollars.

Uncompleted NJSDA Construction Work from Uncompleted Contracts Certification	\$3,353,311
Structural Steel Component on the Trenton Project	\$3,400,000
Amount of Structural Steel Component of Bid Proposal on the Bridgeton Project	\$3,750,000
TOTAL:	\$10,503,311

Epic’s Bid Protest

In its March 3, 2026 submission, Epic challenges the responsiveness of Dobco’s bid, suggesting that the Uncompleted Contracts Certifications submitted by three (3) of Dobco’s named subcontractors may have understated the amounts of their uncompleted construction work. Specifically, Epic challenges the accuracy of the Uncompleted Contracts Certifications of Mechanical Associates of New Jersey, Inc. (“MANJ”) – the named HVAC subcontractor, B&B Iron Works, Inc. (“B&B”) – the named Structural Steel subcontractor, and Abco Electric, LLC (“Abco”) – the named electrical subcontractor. In its March 10, 2026 submission, Epic further argues that an award to Dobco would cause each of these subcontractors to exceed their Aggregate Rating Limits.

1. March 3, 2026 Epic Submission

Epic’s March 3, 2026 initial protest submission names nine (9) public projects bid by and awarded to Dobco in 2025 on all of which MANJ and Abco are named subcontractors and on eight (8) of which B&B is a named subcontractor.

Epic asserts that just prior to the due date on this Procurement, Dobco was awarded a \$165,200,000 contract on the Paterson STEAM High School project (the “Paterson Project”), a project that Epic estimates includes an HVAC component of \$25 million, an electrical component of \$25 million and a structural steel component of \$10 million. MANJ, B&B and Abco are named subcontractors on the Paterson Project.

Epic provides copies of Uncompleted Contracts Certifications for MANJ, B&B and ABCO indicating that (1) the amount of MANJ’s represented uncompleted construction work in August 2025 was \$33,016,865 and in January 2026 was \$36,046,980; (2) the amount of B&B’s represented uncompleted construction work in August 2025 was \$7,650,000, in November 2025 was \$21,831,537 and in January 2026 was \$22,831,000; and (3) the amount of Abco’s represented uncompleted construction work in August 2025 was \$30,615,780 and in January 2026 was \$31,315,000.

Epic contends that awards of subcontracts to MANJ, B&B and Abco on the Paterson Projects “if included in each of the respective subcontractors’ values of outstanding work, and consistent with Dobco’s proposition in the instant challenge, raise question regarding the uncompleted work totals for these subcontractors.”

Epic further maintains that “Dobco’s qualification as a challenger to the instant bid is contingent upon the responsiveness of its own submission.”

2. March 6, 2026 Dobco Submission

First, Dobco’s March 6, 2026 submission challenges Epic’s standing to assert a protest. Dobco posits that “a bidder that submits a non-conforming bid has no cognizable interest in the contract and no legal standing to protest the award to a responsible bidder.” Citing *Montana Construction Corp. v. J. Fletcher Creamer & Son*, 2015 N.J. Super. Unpub. LEXIS 300 (App. Div. February 19, 2015).

Second, Dobco states the bases for its contention that the Epic bid is non-responsive. Dobco’s arguments in this respect are referenced in the above recitals regarding the Dobco protest.

Third, Dobco submits the certifications of the principals of MANJ, B&B and Abco in support of its argument that these subcontractors will be well within their Aggregate Rating Limits should Dobco receive the award on this Procurement. It summarizes the respective Aggregate Rating Limits and uncompleted construction work for each of the subcontractors as of January 2026 as depicted in the following table:

Subcontractor	Aggregate Rating Limit	Uncompleted Contracts Certification Submitted on This Procurement in January 2026	Amount Below Aggregate Rating Limit
MANJ	\$65,000,000	\$22,641,000	\$42,359,000
B&B	\$92,000,000	\$31,315,000	\$60,685,000
Abco	\$100,000,000	\$36,046,980	\$63,953,020

Fourth, Dobco disputes that the Paterson Project was awarded at the time bids were due on this Procurement and thus disputes that the subcontractors were required to include values associated with the Paterson Project in their Uncompleted Contracts Certifications to Dobco on this Procurement.

Finally, Dobco argues that even accepting Epic’s arguments regarding the dollar values of the construction work associated with the Paterson Project, “each of these subcontractors would still retain more than \$30 million in remaining capacity to perform the Paterson project and this Project without approaching their aggregate ratings.”

3. *March 10, 2026 Submission by Epic*

In its March 10, 2026 submission, Epic maintains that MANJ, B&B and Abco each failed to include values associated with the Paterson Project in their Uncompleted Contracts Certifications. It further maintains that the Paterson Project was awarded to Dobco weeks prior to the bid opening for this Procurement. Epic also seeks to highlight what it claims is a contradiction in Dobco's arguments when Dobco argues that Salvi violated the requirement to include the values of "awarded but uncontracted" projects on its Uncompleted Contracts Certification for this Procurement.

Epic lays out a timeline relating to the Paterson Project procurement and the Procurement on the Bridgeton project. Critical to this timeline are the date Epic contends the Paterson Project was awarded to Dobco (January 7, 2026) and the due date for bids on the Bridgeton Procurement (January 21, 2026).

Epic criticizes Dobco's responsive papers on Epic's protest for failing to reference the award date of the Paterson Project or the amounts of the subcontracts of MANJ, B&B and Abco on the Paterson Project. It also criticizes both Dobco and its subcontractors for failing to itemize the subcontractors' active projects and the initial contract values and current uncompleted construction work for each such project.¹⁰

As to MANJ, Epic provides a list of thirteen (13) projects it attributes to MANJ, with estimated subcontract values for each project. Epic asserts that the total subcontract values for these projects total "approximately \$175,925,000 before giving credit for work performed."¹¹ MANJ's Aggregate Rating Limit is \$100,000,000. With the estimated \$10 million HVAC subcontract value associated with the Bridgeton project, Epic argues that there is a "real question as to [MANJ]'s capacity to take on the instant project.

As to B&B, Epic provides a list of fifteen (15) projects it attributes to B&B, with estimated subcontract values for each project. In addition, Epic references and lists another public project, the Union County Vo-Tech Baxel Hall project (the "Union County Project") awarded after bids were opened on this Procurement, on which B&B will purportedly serve as the structural steel subcontractor. Taken together, Epic estimates the total subcontract values for these projects to be \$88,000,000.¹² Given the existence of these subcontracts, Epic contends that B&B's Uncompleted Contracts Certification of \$22 million on this Procurement "is questionable, as is B&B Associates' capacity to take on the instant project."

As to Abco, Epic provides a list of twelve (12) projects it attributes to Abco, with estimated subcontract values for each project. Epic contends that the total estimated subcontract values for these projects is \$142,125,000.¹³

¹⁰ It should be noted that Epic has provided no such itemization with respect to the active projects on which Salvi has been engaged.

¹¹ Epic provides no documentation supporting its list of projects and the various subcontract amount estimates associated with each project. While Epic states that the total subcontract values of the listed projects is \$175,925,000, the amounts provided in the list only total \$148,200,000. Epic does not explain this \$27,725,000 differential.

¹² No documentation is provided in support of these contentions. While Epic states that the total subcontract values of the listed projects is \$88,800,000, the amounts provided in the list only total \$73,500,000. Epic does not explain this \$15,300,000 differential.

¹³ No documentary support is provided. While Epic states that the total subcontract values of the listed projects is \$142,125,000, the amounts provided in the list only total \$114,400,000. Epic does not explain this \$27,725,000 differential.

Given these various subcontracts, Epic questions the accuracy of the Uncompleted Contracts Certification submitted by Abco in connection with this Procurement and Abco's "capacity to take on the instant project."

4. March 19, 2026 Submission by Dobco

Dobco's March 19, 2026 submission contradicts Epic's contention that the Paterson Project was awarded on January 7, 2026. Rather, Dobco asserts, the Paterson Project was not awarded until February 13, 2026, weeks after the bid opening on this Procurement. Thus, according to Dobco, MANJ, B&B and Abco had no obligation to include the values of uncompleted construction work for the Paterson Project in their Uncompleted Contracts Certifications for this Procurement. Contrary to Epic's contention, Dobco maintains that the Paterson Project "was not an 'awarded but uncontracted' project at the time of the Bridgeton bid – it had not been awarded at all."

In any case, Dobco contends, the certifications by principals of MANJ, B&B and Abco, included with this submission, establish that even with the inclusion of the values of their uncompleted work on the Paterson Project, none of these subcontractors would thereby be caused to exceed their Aggregate Rating Limits.

With respect to MANJ, Dobco provides a certification from MANJ's principal reaffirming that the amount of uncompleted construction work reflected on MANJ's Uncompleted Contracts Form -- \$36,046,980 -- was accurate and truthful when submitted. The certification provides the values of uncompleted construction work for MANJ for each of the projects listed in Epic's submissions (except the Paterson Project) as of the time of its bid on this Procurement. For two (2) of the projects, the value of uncompleted construction work was \$0. The certification further states that the total of these aggregated values, together with the value of work on the Paterson Project and on the Bridgeton project, will not cause MANJ to exceed its \$100 million Aggregate Rating.

With respect to B&B, Dobco provides a certification from B&B's principal reaffirming that the amount of uncompleted construction work reflected on B&B's Uncompleted Contracts Form -- \$22,641,000 -- was accurate and truthful when submitted. The certification provides the values of uncompleted construction work for B&B for each of the projects listed in Epic's submissions (except the Paterson Project) as of the time of its bid on this Procurement. For five (5) of the projects, the value of uncompleted construction work was \$0. The certification further states that the total of these aggregated values, together with the value of work on the Paterson Project, the Union County Project and on the Bridgeton project, will not cause B&B to exceed its \$65 million Aggregate Rating.

With respect to Abco, Dobco provides a certification from Abco's principal reaffirming that the amount of uncompleted construction work reflected on Abco's Uncompleted Contracts Form -- \$31,315,000 -- was accurate and truthful when submitted. The certification provides the values of uncompleted construction work for Abco for each of the projects listed in Epic's submissions (except the Paterson Project) as of the time of its bid on this Procurement. The certification further states that the total of these aggregated values, together with the value of work on the Paterson Project and on the Bridgeton project, will not cause Abco to exceed its \$92 million Aggregate Rating.

Dobco argues that while it has provided certifications that specifically itemize actual outstanding subcontract values, Epic's submissions consist of unsworn, undocumented and unattributed assertions of estimated subcontract values.

In this submission, Dobco also reasserts its challenge to Epic's standing to assert a protest, given the non-responsiveness of Epic's own bid. Dobco characterizes Epic's protest as an attempt utilize fabricated claims to deflect attention from Epic's demonstrably non-responsive bid.

Finally, Dobco urges the NJSDA not to reward Epic's tactics and contends that a re-bid in this matter would not serve the public interest.

Analysis of Epic's Bid Protest

1. No Proven Exceedance of Subcontractors' Aggregate Rating Limits

Epic has provided copies of various Uncompleted Contracts Certifications submitted by MANJ, B&B and Abco, lists of public projects on which it claims MANJ, B&B and Abco are subcontractors, and estimates of initial subcontract values for each of the listed projects. Included in its submissions are estimates of the value of uncompleted construction work for the Paterson Project that Epic contends were omitted from, but should have been included in, the Uncompleted Contracts Certifications submitted on this procurement by these subcontractors.

From its various unattributed postulations, Epic appears to seek an inference that, notwithstanding their Uncompleted Contracts Certifications for this Procurement, each of these named subcontractors of Dobco will exceed its Aggregate Rating Limit if Dobco is awarded the contract in this matter.

Dobco has responded to the lists of projects and contract estimates provided by Epic by providing certifications from MANJ, B&B and Abco setting forth a project-by-project itemization of the uncompleted construction work for each of the listed projects. Each subcontractor also certifies that the total of the uncompleted construction work reflected on its Uncompleted Contracts Certification, together with the value of uncompleted construction work associated with the Paterson Project and the Bridgeton project that is the subject of the Procurement, will not cause it to exceed its Aggregate Rating Limit.

Based upon the submissions presented, the NJSDA finds that the evidence presented supports Dobco's position (1) that the Uncompleted Contracts Certification submitted by Dobco's subcontractors for this Procurement accurately reflects the total of uncompleted construction work on each such subcontractor's projects – with the exception of the Paterson Project – as of the date submitted; and (2) that the total of the amount of each such subcontractor's certified uncompleted construction work, together with the value of uncompleted construction work on the Paterson Project and the amount bid on the Bridgeton Procurement for each such subcontractor would not cause the subcontractor to exceed its Aggregate Rating Limit.

2. *Non-Inclusion of the Paterson Project in Subcontractors' Uncompleted Contracts Certifications*

Price proposals on the Paterson Project were publicly opened on December 10, 2025. On that date, Dobco was announced to be the apparent winning bidder. A prospective award on the Paterson Project to Dobco was presented to the NJSDA Board for its consideration and approval on January 7, 2026. While the NJSDA Board approved advancement of an award to Dobco on January 7, 2026, such approval was subject to the passage of the 10-day Gubernatorial veto period that applies to such Board actions under N.J.S.A. 52:18A-235(k). The Gubernatorial veto period expired at close of business on January 22, 2026. Thereafter, on January 23, 2026, the NJSDA issued a Notice of Intent to Award (“NOIA”) to Dobco, contingent upon, among other things, Dobco’s providing requested documentation required as a prerequisite to advancement of the award. It was not until February 13, 2026 that the Design-Build Agreement for the Paterson Project was fully executed and a Notice to Proceed with the Design Phase of the project was issued by the NJSDA.

As of January 21, 2026, the date bids were due on this Procurement, the Gubernatorial veto period on the advancement of an award on the Paterson Project had not yet expired. No award of the contract on the Paterson Project to Dobco was statutorily permissible as of this date. The NJSDA finds, therefore, as Dobco has contended, that as of the bid due date on this Procurement, the Paterson Project had not yet been awarded to Dobco.

This finding, however, is not determinative of whether MANJ, B&B and Abco had an obligation to include values for uncompleted construction work associated with the Paterson Project in their Uncompleted Contracts Certifications for this Procurement.

Both Dobco and Epic have cited to the Law Division decision in Dobco, Inc., 441 N.J. Super. 148, 163-64 (Law Div. 2015). The NJSDA believes that the correct reading of this case is that it requires a named subcontractor of a bidder that is the apparent winning bidder on a project to include in the subcontractor’s Uncompleted Contracts Certification for any subsequent public procurement the amount of uncompleted construction work associated with the project on which it was a named.

Dobco, Inc. rejects the argument that a named subcontractor to the “numerical low bidder” is not required to disclose the value of its anticipated subcontract in a subsequent Uncompleted Contracts Certification until the numerical low bidder is awarded and has entered into an executed contract.

Under this logic, firms can bid on numerous contracts without any regard for their aggregate rating. If accepted, that argument would wreak havoc on our public bidding system. Public entities would, in essence, be barred from determining whether a subcontractor and its subcontractors are able to perform until after all bid protests have been resolved. The end result would be increased costs to public entities as contractors are required to be disqualified because they or their subcontractors have bid on numerous projects without regard to their aggregate limit. This reading of the law also would allow contractors and subcontractors to manipulate the system by postponing execution of a contract until after bids for other projects are opened. This type of manipulation is the essence of what public bidding law attempts to avoid. The public policy to be served . . . is that subcontractors should be cognizant of their aggregate ratings and proceed with caution when submitting bids.

Dobco, Inc., 441 N.J. Super. at 164.

Guided by Dobco, Inc., the NJSDA finds that from and after December 10, 2025, the date bids were opened and Dobco was determined to be the apparent successful bidder on the Paterson Project, Uncompleted Contracts Certifications submitted by MANJ, B&B and Abco on this Procurement were required to include values for uncompleted construction work associated with the Paterson Project

Epic estimates the values of the Paterson Project subcontracts to be: \$25 million for MANJ; \$10 million for B&B; and \$25 million for Abco. Dobco does not suggest alternate valuations. Rather, Dobco argues that even if these valuations are accepted and included in the value of uncompleted construction work as of the due date for bids under this Procurement, none of these subcontractors would thereby be caused to exceed its Aggregate Rating Limit. Thus, for purposes of this final agency decision, the NJSDA finds that these estimated values reflect the values of each of the prospective subcontracts for the Paterson Project. These values should have been included, but were not included in the subcontractors' represented total value of uncompleted construction work on Uncompleted Contracts Certifications submitted in connection with this Procurement.

Accordingly, each of MANJ, B&B and Abco has provided an Uncompleted Contracts Certification that inaccurately understates by millions of dollars the amount of uncompleted construction work as of the date of bid. Dobco's submission of and reliance upon these inaccurate and misleading Uncompleted Contracts Certifications constitutes a material and non-waivable defect in Dobco's bid.

Analysis of Both Protests with Respect to Standing

Both Epic and Dobco have challenged the ability of the other to assert a protest. See Montana Construction Corp. v. J. Fletcher Creamer & Son, Inc., No. A-0951-14T4, 2015 WL 685890 at *4 (App. Div. Feb. 19, 2015)("[a] bidder who claims entitlement to a contract as a low bidder must, as a threshold matter, establish it was materially responsive. Otherwise, the bidder lacks standing to protest the award to another.")

As a practical matter, in the absence of the NJSDA's full consideration of the merits of the respective protests asserted in connection with this Procurement, none of the bids submitted on this Procurement could be assumed to be non-responsive absent submissions and full analysis by the NJSDA. Moreover, independent of the standing of any protester, whenever the NJSDA has reason to question the responsiveness of any bid, the NJSDA has an obligation to make appropriate inquiry and to thereby ensure the integrity of the public bidding process. This Final Agency Decision, therefore, appropriately addresses the responsiveness of all bids and the standing question is moot.

NJSDA's Determination to Cancel the Procurement and Re-Bid In the Public Interest

Pursuant to N.J.A.C. 19:38B-2.3(b), the NJSDA has the right to cancel the Procurement. Specifically, the Authority may reject any proposal for any reason, in accordance with law, when it is otherwise deemed to be in the interest of the State or the public interest to do so. The Authority may reject all proposals for excessive cost, insufficient competition, or any other reason, in accordance with law, that it determines to be in the

interest of the State or the public interest. Similarly, the RFP provides that the NJSDA has no obligation to make an award and reserves the right to waive any nonmaterial defects, reject any or all proposals for any reason in accordance with law, and/or terminate the selection process at any time. The NJSDA has broad discretion to cancel a procurement and re-bid, provided that its decision to do so is in the public interest. See, e.g. Commercial Cleaning Corp. v. Sullivan, 47 N.J. 539, 549 (1966)(public agency has authority to reject any or all bids if this is in the public interest); George Harms Construction Co., Inc. v. Borough of Lincoln Park, 161 N.J. Super. 367, 379-80 (Law Div. 1978)(municipality has discretion to reject all bids and not award to the next responsive bidder at an additional \$200,000 expenditure of public monies); and Meadowbrook Carting Co., Inc v. Borough of Island Heights, 138 N.J. 307, 325 (1994)(holding that all bids are to be rejected and the contract readvertised and noting that the next responsive bidder's bid was more than \$100,000 higher than the challenged bid).

The initial procurement for design-build services for the advancement of additions to and renovations of the Bridgeton High School was advertised on May 16, 2025. By Final Agency Decision, dated October 21, 2025, the NJSDA determined to cancel that procurement and to re-bid the project. This re-bid Procurement for the Bridgeton addition/renovation project was thereafter advertised November 17, 2025.

In advancing this Procurement, the NJSDA was cognizant that in order to substantially hold to a schedule that would lead to the delivery of a completed project by December 2028, the Project Phasing Milestones anticipated in the initial procurement would need to be compressed. Appendix A (Special Conditions) to the Design-Build Agreement for the initial procurement anticipated that Substantial Completion would be achieved within 1067 days of the Commencement Date. Appendix A (Special Conditions) to the Design-Build Agreement for this re-bid Procurement anticipated achievement of Substantial Completion within 970 days of the Commencement Date -- a compression of the contract duration from that anticipated under the initial procurement of 97 days.

NJSDA's internal planning schedules indicate that in order to meet the Project Phasing Milestones for the re-bid project, a NOIA was to have issued on March 20, 2026, a Notice to Proceed with Design must issue by April 17, 2026, and a Notice to Proceed with the construction work for Phase 1 of the project must issue by June 22, 2026. Given the procedural posture of the protests in this matter, these internal planning schedule requirements are neither reasonable nor achievable.

Even were the NJSDA to treat the deficiencies in Dobco's bid to be non-material and waivable, an award to Dobco would need to be presented to and approved by the NJSDA's Board. The next scheduled meeting of the NJSDA Board is May 6, 2026. No Notice of Intent to Award ("NOIA"), let alone Notice to Proceed ("NTP") to Dobco, could issue until at least May 18, 2026, the expiration of the Gubernatorial Veto period. Since the NJSDA typically anticipates that contract execution and issuance of an NTP for design will issue 30 days after issuance of an NOIA, the earliest realistic date for an NTP for Design to Dobco under this scenario would be June 17, 2026.

There are also more technical considerations that bear on the feasibility of advancing the project under the current compressed schedule. These relate to the challenges of performing and completing work at times that do not interfere with the occupation and use of an operating school facility. These also include relocation of the existing generator and the ordering and installation of new switchgear equipment during Phase 1 of the

project and the potential need to modify the scope of the work called for under the Procurement to permit the re-use of the existing switchgear. Given the delays associated with the protests advanced by Dobco and Epic, the NJSDA finds that the already tight timeline for achievement of Project Phasing Milestones is now rendered infeasible.

Under these circumstances, the NJSDA has determined that the project cannot reasonably be expected to realize required Project Phasing Milestones and achieve Substantial Completion in December 2028. The NJSDA, with regret, but in the public interest, has further determined that the most realistic and prudent course is to cancel the Procurement and to re-bid the project for a Substantial Completion during the second-half of 2029.

As part of this decision to cancel and re-bid, the NJSDA also takes into account, the following significant considerations:

1. A revised project delivery date of 2029 will allow the NJSDA to avoid any acceleration expense that may have been built into the bids of this Procurement associated with the 97-day schedule compression.
2. Dobco's bid, even were it to be considered to be responsive, is still \$6.3 million and more than 8% greater than Epic's bid and is lowest-ranked based on technical considerations.
3. Since submission of bids on this Procurement, the Iran conflict has arisen and has resulted in disruptions of world oil and natural gas supplies. These disruptions have caused short-term spikes in energy costs and potentially could cause longer-term impacts on the cost of labor and materials to be supplied for the Bridgeton project. A re-bid at a later date will reflect any then-present geopolitical and market conditions and will permit any associated pricing considerations to be taken into account in all bids, thereby promoting fairness and predictability in the bidding process.

Dobco's Request for a Hearing

Dobco has requested that the NJSDA conduct a hearing on its protest. The decision on whether an informal hearing should be held is in the sole discretion of the NJSDA. "Informal hearings are for fact-finding purposes for the benefit of the Authority and the Authority shall have the sole discretion whether to hold an informal hearing." N.J.A.C. 19:36-7.3 and 19:38B-9.3.

Because the NJSDA already has received sufficient information and documentation to render a decision in this matter, the NJSDA finds, in its discretion, that a hearing is neither needed nor required.

Conclusion

For the foregoing reasons, the NJSDA finds that the protest by Dobco of the responsiveness of the bids of Epic and Bock and the protest by Epic of the responsiveness of Dobco's bid are meritorious. Accordingly, the NJSDA sustains both protests. The advancement and pendency of these protests have impacted the

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feasibility of delivery of the Bridgeton High School Additions and Renovations project as anticipated in the Procurement. Accordingly, as detailed hereinabove, the NJSDA has determined, in its discretion, in accordance with the terms of the RFP, its regulations and other applicable law, and in the public interest, to cancel the Procurement and to re-bid the Design-Build contract for the Bridgeton High School Additions and Renovations project.

This is a Final Agency Decision.

Sincerely,



Laurette J. Pitts
Vice President and Chief Financial Officer

cc: Manuel M. Da Silva, NJSDA Chief Executive Officer
Ramy Kamel, NJSDA Vice President – Program and Construction Operations
Janice Venables, NJSDA Vice President, Corporate Governance
Sean Murphy, NJSDA Managing Director of Procurement
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