
FINAL AGENCY DECISION

October 1, 2026

Via Email and Regular First-Class Mail

Daniella Gordon, Esquire
McCarter & English, LLP
1600 Market St.
Suite 3900
Philadelphia, Pennsylvania 19103

Re: Bridgeton High School Additions and Renovations – Design Build (Second Re-Bid)
NJSDA Contract No. ST-0047-B01 RB2
Protest by Epic Management, Inc.

Dear Ms. Gordon:

The New Jersey Schools Development Authority (“NJSDA”) is in receipt of your September 21, 2026 protest letter on behalf of Epic Management, Inc. (“Epic”) relating to the above-referenced second re-bid procurement for Design-Build services for the High School Additions and Renovation project in Bridgeton, New Jersey (the “Procurement”). Epic’s protest challenges the responsiveness of the bid of the presumptive successful bidder, Ernest Bock & Sons, Inc. (“Bock”). This letter is 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: your September 21, 2026 correspondence; the June 1, 2026 advertisement for bids (hereinafter, the “Advertisement”); the Request for Proposals, last revised June 1, 2026 (“RFP”); Addendum No. 1 to the RFP, dated August 4, 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; and 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.

Brief Overview of the Procurement Process

The Procurement was advertised on June 1, 2026. 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 June 15, 2026. All interested bidders were required to attend a mandatory pre-bid site visit on June 18, 2026. One (1) addendum was issued thereafter on August 4, 2026. On or before 2:00 p.m. on August 18, 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 five (5) members (including one (1) Bridgeton School District representative) through the evaluation of responsive Technical Proposals addressing the Project Approach Criteria and interviews conducted on August 31, 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 the BidExpress platform on September 2, 2026. The final price scores of the bidders from highest to lowest were as follows: Bock, with a bid of \$80,985,000.00 (first ranked); Epic, with a bid of \$82,600,000.00 (second ranked); and Dobco, with a bid of \$84,500,000.00 (third ranked).

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

The Bid Protest

Epic “questions the accuracy of” the amount of uncompleted construction work set forth in the Uncompleted Contracts Certification provided by Thomas Company, Inc. (“Thomas”), Bock’s proposed structural steel subcontractor. It further observes that “[i]f the reported figure is incomplete, Thomas’s designation as structural steel subcontractor may be inconsistent with applicable DPMC requirements” that establish an Aggregate Rating Limit for Thomas of \$15,000,000.

Epic states “that the value of the structural steel work for the instant Project appears to exceed \$5,000,000.”

Epic further states that it understands that Thomas performs “dozens of projects”, both public and private, as both prime contractor and subcontractor. Epic lists fifty-one (51) “publicly known projects with which Thomas appears to be associated”. Epic contends that “[t]he volume of Thomas’s publicly known work raises concern regarding whether Thomas’s reported uncompleted work fully reflects its actual ongoing obligations.”

From the 51 projects listed, Epic highlights four (4) examples:

- On the SRHAD Admin Building HVAC project, a project “believed to have a total value of approximately \$1.7 million . . . [t]hough its scope is undetermined, Thomas is believed to be performing certain HVAC work.”
- On the Hammonton Early Childhood project, “Thomas is believed to be performing steel work, whose value is over \$400,000.”
- On the Dr. MLK Jr. School Locker Room Renovation project “Thomas is believed to be performing roofing work, the value of which is approximately \$300,000.”

- On the E. Haddon Addition project, a project “valued at approximately \$8,000,000, . . . Thomas is believed to be involved . . . in an undetermined capacity.”

Of particular note, Epic cautions that it “is not asking SDA to presume that every listed project remains active or that Thomas has exceeded its aggregate rating.” Instead, Epic requests that the NJSDA forego reliance upon Thomas’s Uncompleted Contracts Certification and delay an award to Bock pending Thomas’s provision and the NJSDA’s audit of “a complete, current, and verified account of uncompleted work” including:

1. All public projects currently being performed as a subcontractor;
2. All public projects currently being performed as a prime contractor;
3. All private projects currently under contract or in progress; and
4. The contract value and remaining uncompleted value for each project.

Analysis of Epic’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.**

(emphasis added).

With its bid submission, Bock provided an Uncompleted Contracts Certification from Thomas, dated August 16, 2026, by which Thomas's Vice President, George J. Thomas, certified "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 \$1,940,765." Mr. Thomas further certified that the amount of its bid proposal on this Procurement when combined with the stated amount of its outstanding uncompleted work on its other projects would not cause the firm to exceed its NJSDA Aggregate Rating limit.

Thomas's Uncompleted Contracts Certification is defect-free on its face. Thomas utilized the NJSDA form specified in the RFP; all information specified for completion on the form is provided; the form is duly certified and executed by a corporate officer and bears the firm's corporate seal; and the form bears the date "8/16/26" – a date subsequent to the issuance of Addendum No. 1 and just two days prior to the bid due date specified in the RFP.

In every respect, therefore, the Uncompleted Contracts Certification provided by Thomas conforms with the requirements prescribed by the above-cited statutes, regulations and Project RFP. Cf ML, Inc. v. Edison Twp. Bd. of Educ., 482 N.J. Super. 534, 552, 348 A.3d 997, 1007-1008 (App. Div. 2025)(uncompleted contracts form deemed to be stale and defective on its face when dated 174 days prior to the bid due date).

In its protest, Epic provides no documentary or other evidence that the amount of Thomas's bid proposal on the Project and the value of all of its outstanding incomplete contracts at the time of bid will cause Thomas to exceed its aggregate rating limit. Rather, Epic speculates that "*if* the reported" amount of uncompleted construction work on Thomas's Uncompleted Contracts Certification is "incomplete", then "Thomas's designation as structural steel subcontractor on the Project *may* be inconsistent with applicable DPMC requirements." (emphasis added).

In providing its list of 51 projects "with which Thomas appears to be associated," Epic "is not asking SDA to presume that every listed project remains active or that Thomas has exceeded its aggregate rating". Indeed, Epic proffers no evidence of Thomas's specific connection with the listed projects or as to which of the listed projects actually remains active (or the actual value of incomplete work on those projects). The project examples Epic supplies are qualified by the words "believed to be" and "approximately" and, in several instances, describe "undetermined" scope or an "undetermined capacity". Epic furnishes no invoice, no subcontract, no purchase order, no Uncompleted Contracts Certification from any other procurement, and no documented figure for the current, unbilled value of any project Thomas is actually performing. Epic supplies no calculation, and indeed does not contend, that the value of Thomas's uncompleted work — even taking Epic's own belief-based estimates at face value — together with the value of the structural steel component of this Procurement, would cause Thomas to exceed its \$15,000,000 Aggregate Rating limit.

In the absence of evidence to support its conjecture, Epic requests that the NJSDA undertake a detailed audit that might potentially supply the evidence Epic's protest lacks. For the reasons set forth herein, the NJSDA declines to do so.

The NJSDA's declination rests on settled law. A public contracting agency is entitled to rely on the sworn certifications submitted by a bidder and its named subcontractors, and it discharges its responsibility by

judging responsiveness on the submissions before it as of the moment bids are opened.¹ That reliance, however, is neither blind nor unqualified: the NJSDA may not disregard evidence that genuinely calls a certification into question, and it must make reasonable inquiry when a certification's accuracy is reasonably challenged.²

The governing line is a bright one. The duty of further inquiry is triggered only when a protester comes forward with concrete, credible evidence — not speculation, argument, or a list of the subcontractor's other projects — that, if left unexplained, would cause a fair-minded and reasonable person to doubt the accuracy of the certification. That is the standard New Jersey law has long imposed: to disturb a facially compliant bid, “there must be evidence of such character . . . as would cause fairminded and reasonable men” to doubt it, and only where there are “sufficient facts for a fair-minded person to say come forward and explain” is a public entity placed “on inquiry notice.” Consol. Enters., Inc. v. Hous. Auth. of Newark, 159 N.J. Super. 75, 82–83 (App. Div. 1978) (quoting Arthur Venneri Co. v. Paterson Hous. Auth., 29 N.J. 392, 402 (1959)). An “unsupported allegation . . . does not suffice.” Serenity Contracting Grp., Inc. v. Borough of Fort Lee, 306 N.J. Super. 151, 159–60 (App. Div. 1997). The burden of that showing rests on the protester,³ and Epic has not carried it. As set forth above, Epic's protest supplies no evidence of an actual or probable exceedance — only conjecture and a request that the NJSDA generate, through a compelled audit, the proof its protest lacks.

Were the rule otherwise, the integrity and workability of the procurement process would be gravely impaired. A competitor can assemble a list of any bidder's or subcontractor's public projects from public sources. If such a list, coupled with a request for “verification,” were enough to compel a forensic accounting of a subcontractor's finances, then no certification in any procurement would be secure, and public entities would be “barred from determining whether a contractor and its subcontractors are able to perform until after all bid protests have been resolved” — an invitation to manipulation and increased public cost that is “the essence of what the public bidding law attempts to avoid.” Dobco, Inc. v. Brockwell & Carrington Contractors, Inc., 441 N.J. Super. 148, 164 (Law Div. 2015). The public bidding laws exist to secure for taxpayers “the benefits of unfettered competition” and the most economical result,⁴ and their purposes depend on dispatch: the State's contractual matters “must proceed with alacrity” and “should not be unreasonably delayed while an unsuccessful bidder seeks another level of review.” In re Protest of

¹ See Barrick v. State, Dep't of Treasury, Div. of Prop. Mgmt. & Constr., 218 N.J. 247, 261–62 (2014) (contracting officer “relied on the submissions of the bidders as he was required to do,” and the responsiveness determination is judged “based on the information available to the [agency] at the time bids are opened”; reversing the Appellate Division for “substitut[ing] its judgment for that of the Director”).

² NJSDA Final Agency Decision, Bridgeton High School Additions & Renovations — Design Build (Re-Bid), Contract No. ST-0047-B01 RB1 (Apr. 1, 2026) (“ordinarily, both [the bidder] and the NJSDA should be able to rely upon such a subcontractor certification without further inquiry into its accuracy or veracity,” but the agency may not “disregard facts and evidence presented that call the accuracy of the certification into question” and must “make a reasonable inquiry when . . . the accuracy of a subcontractor's certification is reasonably challenged”).

³ See In re Att'y Gen. Law Enf't Directive Nos. 2020-5 & 2020-6, 246 N.J. 462, 489–90 (2021) (the burden “rests upon the party challenging the administrative action,” against “the strong presumption of reasonableness that an appellate court must accord an administrative agency's exercise of statutorily delegated responsibility”); Serenity Contracting Grp., 306 N.J. Super. at 160 (strict enforcement of bid requirements is “a valid effort to discourage bidders from playing fast and loose with public bidding processes and requirements”).

⁴ Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 313 (1994).

Contract Award for Project A1150-08, 466 N.J. Super. 244, 262 (App. Div. 2021) (quoting Barrick v. State, 218 N.J. at 264 (2014)).⁵

These are not abstract concerns on this Procurement. The Bridgeton High School Additions and Renovations project has now been the subject of two prior bid protests, each of which resulted in cancellation and a re-bid,⁶ and the resulting delay has pushed the anticipated delivery of the school from December 2028 to the second half of 2029 — a loss of approximately a full year to the students and community of Bridgeton.⁷ To require a forensic audit on nothing more than the speculation Epic offers here would compound that harm and reward precisely the kind of unsupported challenge the bidding laws are designed to discourage.

Accordingly, the NJSDA finds that Thomas's Uncompleted Contracts Certification is facially compliant and that Epic has presented no concrete evidence sufficient to trigger any duty of further inquiry into its accuracy. Epic's protest of the responsiveness of Bock's bid is therefore denied, and the NJSDA will proceed with the award to Bock.

This is a Final Agency Decision.

Sincerely,



Laurette J. Pitts

Vice President and Chief Financial Officer

cc: Anthony J. DePascale, Vice President, Ernest Bock & Sons, Inc.
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
Steve Wendling, NJSDA Program Director
Alison Perry, NJSDA Procurement Specialist
Albert D. Barnes, NJSDA Chief Counsel
Cecelia E. Haney, NJSDA Deputy Chief Counsel
Desmond H. O'Neill, NJSDA Senior Counsel

⁵ See also In re Protest of Contract Award for Project A1150-08, 466 N.J. Super. at 262 (a challenge to a public construction award “must be made with the ‘utmost promptitude’”); Securitas Sec. Servs., U.S.A., Inc. v. N.J. Dep’t of Treasury, Div. of Purchase & Prop., No. A-0894-11T4, 2012 WL 43608 (N.J. Super. Ct. App. Div. Jan. 10, 2012) (recognizing the agency’s interest in not permitting the bid-protest process to “turn into a marathon of litigious formality, while a vital . . . contract is delayed”).

⁶ NJSDA Final Agency Decision, Bridgeton High School Additions & Renovations — Design Build, Contract No. ST-0047-B01 (Oct. 21, 2025) (canceling the initial procurement and directing a re-bid); NJSDA Final Agency Decision, Contract No. ST-0047-B01 RB1 (Apr. 1, 2026) (sustaining the protests on the re-bid and again canceling and directing a re-bid).

⁷ NJSDA Final Agency Decision, Contract No. ST-0047-B01 RB1 (Apr. 1, 2026) (determining, in the public interest, to re-bid the project “for a Substantial Completion during the second-half of 2029” in lieu of the December 2028 target).