



STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CLEAN ENERGY

IN THE MATTER OF THE REQUEST FOR QUOTATION)	ORDER RULING ON MOTION FOR
FOR A PROGRAM ADMINISTRATOR FOR THE)	RECONSIDERATION
GARDEN STATE ENERGY STORAGE PROGRAM)	
)	DOCKET NO. QO24090673

Parties of Record:

Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel
Edward A. Imperatore, Esq., Attorney for the Cadmus Group, LLC

BY THE BOARD:

BACKGROUND:

On May 23, 2018, Governor Murphy signed the Clean Energy Act of 2018 ("CEA"), L. 2018, c. 17, that requires the Board to ensure the deployment of 2,000 megawatts ("MW") of energy storage by 2030.¹ This mandate aimed to strengthen the resilience of New Jersey's electric grid, reduce carbon emissions, and support the state's clean energy transition.

The Garden State Energy Storage Program ("GSESP") is a central component of the New Jersey Board of Public Utilities' ("Board") effort to achieve this goal. The GSESP is a product of multiple years of stakeholder engagement and is a program open to qualifying stand-alone energy storage projects, as well as solar-plus-storage projects that are ineligible for storage incentives under the Board's Successor Solar Incentive Program, thereby addressing a critical gap in the market. These projects are essential for mitigating the electric capacity supply crunch that is driving dramatic rate increases for New Jersey consumers, strengthening the resilience of New Jersey's electric grid, reducing carbon emissions, and facilitating the state's clean energy transition. The GSESP and its associated rules accordingly establish a critical foundation for a long-term energy storage effort in the State.

The GSESP consists of two (2) to three (3) distinct phases, each with its own timeline.² Phase 1 of the GSESP will award fixed incentives, which are predetermined financial payments, to eligible

¹ See N.J.S.A. 48:3-87.8. All MW values in this Order are in alternating current or "AC."

² In re the Garden State Energy Storage Program ("GSESP") Pursuant to P.L. 2018, c.17, BPU Docket No. QO22080540, Order dated June 18, 2025.

transmission-scale energy storage systems via a competitive solicitation process. These incentives will be paid out at a constant annual rate denoted in dollars per MW per year for a fifteen (15)-year award period. Phase 1 targets the procurement of at least 1,000 MW of transmission-scale energy storage over the course of multiple solicitations. The Board instructed Board Staff ("Staff") to conduct the first solicitation ("Tranche 1") for 350-750 MW of storage capacity on a schedule that would allow the Board to make awards by October 31, 2025. Pre-qualification for Tranche 1 began on June 25, 2025, and final bids were received by August 20, 2025. The Board further directed Staff to conduct a Tranche 2 solicitation in the first half of 2026 to procure and award the remaining capacity necessary to achieve the 1,000 MW target.

Phase 2, which the Board expects to launch in 2026, would establish the distributed segment of the GSESP. This segment is anticipated to offer both fixed and performance-based incentives to eligible distributed energy storage systems, which are connected to the distribution system behind-the-meter. While fixed incentives are predetermined financial payments, performance-based incentives are financial payments tied to the actual performance of the systems. As part of Phase 2, the Board would need to set the size of the fixed incentives and the amount of project capacity to award on an annual basis. A potential Phase 3 would consist of a Transmission Performance Incentive.³

As a result of the scale and specialized expertise required to develop and administer the GSESP, Staff sought Board authorization to engage a program administrator to support Staff in executing program objectives effectively and efficiently. As part of that process, Staff prepared an independent cost analysis for the Board's consideration. In the independent cost analysis, Staff predicted the number of employees and the total hours per person that would be required to carry out the deliverables of the GSESP Request for Proposal ("RFQ"), including administrative duties such as monthly meetings, as well as the deliverables associated with GSESP Phases 1, 2, and 3. The estimated hourly totals for each deliverable were then multiplied by an assumed average hourly rate of \$210 to approximate the total contract price. The cost estimate also accounted for costs such as software, ad hoc consulting services (10% of the total contract price), and document review. With respect to the RFQ, Staff's independent cost analysis found that the contract was estimated to cost \$1,824,430.

On January 15, 2025, the Board authorized the RFQ to hire a contractor to assist with the development of the Distributed segment (Phase 2) and the Transmission Performance Incentive (Phase 3) of the GSESP and to administer the GSESP for a period of two (2) years, with a possible one (1) year extension. The New Jersey Department of the Treasury's Division of Purchase and Property ("DPP") issued pre-approval for the Board's request for a waiver of advertising pursuant to N.J.S.A. 52:34-9(a), on February 11, 2025, and in accordance with OMB Circular 24-21-DPP.

Staff issued the RFQ to eleven (11) vendors on February 14, 2025, including Cadmus Group LLC ("Cadmus") and Daymark Energy Advisors, Inc. ("Daymark"). Notably, Section 3.22 of the RFQ required bidders to use the State-supplied price sheet and that submitted pricing will be treated as firm-fixed through the contract term. The same section advised bidders that the State-supplied price sheet must be completed in its entirety, and that all sections must be filled out accurately

³ A potential Phase 3 of the GSESP is currently deferred.

with no fields left blank. Where the price sheet includes an estimated quantity column, bidders were advised that quantities may vary throughout the term of the contract with no guaranteed minimum or maximum volume. Bidders were also required to submit a detailed budget breakdown providing personnel categories with proposed rates and estimated hours. The RFQ, Section 8.9, provided the technical and price evaluation criteria to be considered by the State. The RFQ, Section 2.1, also provided an opportunity for prospective bidders to ask questions regarding the RFQ. Twenty-five (25) questions were received by the Board and responded to in an addendum to the RFQ.

Three (3) quotes were received in response to the RFQ by the close date of March 28, 2025. A committee composed of Staff was formed to evaluate quotations received ("Evaluation Committee") and recommended to the Board the proposal that is the most advantageous to the State, price and other factors considered. In evaluating quotations, the Evaluation Committee utilized a technical scoring format based on assigning a weight to each of the following evaluation criteria:

1. Personnel: The qualifications and experience of the bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required (assigned a weight of 20);
2. Experience of firm: The bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required in this RFQ (assigned a weight of 30); and
3. Ability of firm to complete the scope of work based on its technical proposal: The bidder's demonstration in the proposal that the bidder understands the requirements of the scope of work and presents an approach that would permit successful performance of the technical requirements of the RFQ (assigned a weight of 50).

In conducting its technical review, the Evaluation Committee assigned a score to each of the evaluation criteria on a scale of 0-10, which was then multiplied by the weight assigned to each criterion. The total figure obtained from multiplying the score for each criterion by the weight assigned to each criterion were then added up to obtain the total technical score for each proposal. Under Section 8.9.2, prices were separately evaluated, with the bidders receiving a price rank from lowest to highest.

As permitted by Section 8.12 of the RFQ and in order to obtain the best value for the State, Staff requested on April 2, 2025, that each of the three (3) responsive bidders submit best and final offers ("BAFO") to the Board no later than April 4, 2025. In response (and as indicated in the chart below), Cadmus did not change its proposed price, while Daymark and TRC reduced their prices by \$129,000 and \$200,000, respectively.

The Evaluation Committee convened on April 7, 2025, and all quotes underwent technical evaluation. Prior to the Evaluation Committee's consideration of each quote submitted, Staff conducted a completeness review and determined that each of the three (3) quotes received were compliant with the requirements of the RFQ and were fully responsive. Following review of each proposal and weighing of the evaluation criteria, the Evaluation Committee came to the following conclusion:

Bidder	Average Technical Score	Technical Rank	Total Quotation Price (Original)	Total Quotation Price (BAFO)	Cost Rank
Cadmus	895	2	\$7,000,050.50	\$7,000,050.50	2
Daymark	817.50	3	\$2,581,515.00	\$2,452,480.00	1
TRC	935	1	\$8,230,226.00	\$8,029,688.00	3

While Daymark’s proposal did not receive the highest technical score, the Evaluation Committee found that Daymark exhibited an ability to successfully carry out the deliverables of the RFQ for a firm-fixed price that was less than half of that of the other two (2) quotes received. In describing how Daymark received its score of 817.50, the Evaluation Committee explained that “Daymark’s proposal reflects strong institutional knowledge, relevant program administration experience, and thoughtful leadership, essential for solicitation and administering the GSESP. The Committee believes that Daymark possesses sufficient technical expertise to collaborate with Staff on the design portion in the later phases of the GSESP.”

Accordingly, due to Daymark’s high technical score and the Evaluation Committee’s finding that Daymark exhibited the ability to successfully and effectively carry out the deliverables of the RFQ, coupled with Daymark’s firm-fixed pricing being significantly lower than the other bids received, the Evaluation Committee concluded that Daymark’s quote represented the best value to the State, price and other factors considered.

Following review of the quotations submitted in response to the RFQ and the Evaluation Committee Report, on May 21, 2025, the Board selected Daymark, subject to approval of the New Jersey Department of the Treasury, for a two (2)-year contract (with a one (1)-year extension option) to assist Staff in further developing and administering the GSESP.

The DPP approved the waiver request to award the RFQ to Daymark on August 6, 2025. On August 7, 2025, following DPP’s approval of the waiver request, each of the three (3) entities who submitted quotes in response to the RFQ were notified of the Board’s intent to award the contract to Daymark.

Cadmus’ Contract Protest

On October 1, 2025, Cadmus filed a petition with the Board, protesting the Board’s award of the RFQ to Daymark as opposed to itself.⁴ In its protest, Cadmus states that it was notified of the State’s intent to award the RFQ to Daymark on August 7, 2025, and sought debriefing as it “lacked any information on this decision from the perspective of potentially protest-worthy issues.” Cadmus asserts that it received “debriefing notes” on August 20, 2025, which, in its opinion, revealed a “myriad of issues with Daymark’s pricing.” Key among its assertions, Cadmus claims that the Evaluation Committee Report that informed the Board’s selection included a statement which anticipates the need for Daymark to charge additional monies to complete the scope of work.

⁴ Prior to filing the instant Petition with the Board protesting the Board’s award of the RFQ to Daymark, Cadmus sought review of the award decision with DPP on September 3, 2025, raising similar arguments to support the protest. On September 15, 2025, DPP directed Cadmus to seek relief directly from the Board.

Cadmus takes exception to the following statement in the Evaluation Committee Report which described Daymark's bid: "Daymark proposes to allocate the majority of its budget to administering Phase 1 – approximately \$1 million – recognizing that this phase will serve as the program's foundation and require the most effort. Phase 2, which involves more program development and administration, is budgeted at \$700,000, while Phase 3 receives a relatively modest \$170,000. While this distribution reflects the anticipated intensity of each phase, the proposal acknowledges that Phases 2 and 3 will require deeper development work, which may require future budget reallocations."

In its motion, Cadmus contends that, by stating in its bid that "Phases 2 and 3 will require deeper development work," Daymark acknowledged that the price it was providing would not be the price that the Board would pay if it were to select Daymark's bid. Cadmus asserts that, with that language included in its proposal, Daymark's quotation did not submit a price and instead submitted an uncapped budget which the Board assumed was \$0. Cadmus argues that Daymark's bid should be considered as non-responsive as it created a pay-as-you-go model for the engagement that was not contemplated by the RFQ.

Cadmus further argues that, even if Daymark's low price had not been explicitly designed to change over time, the price coming in at a small fraction of the other bids should have "raised significant questions about price realism" and triggered additional scrutiny of how Daymark reached the price that it did. Cadmus contends that the failure to investigate why Daymark's bid gave the appearance of being so much lower than the others only further underscores the "uneven playing field" created by Daymark and left unchecked by the Board.

Cadmus concludes by arguing that the pay-as-you-go model that the Board authorized in awarding the RFQ to Daymark violated the plain language of the RFQ. Cadmus asserts that section 3.22 of the RFQ provides that "[t]he Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this RFQ and that pricing will be treated as firm fixed pricing until the award of the contract and if the bidder is awarded the contract, through the term of the contract." Cadmus argues that the Board directly acknowledged that it ignored this term in selecting Daymark's bid, as the Board has no way of knowing what it will be paying for the program over the next few years if it continues with Daymark.

Cadmus' motion requests that the Board rescind its award decision, direct award of the RFQ to Cadmus, and grant such further relief that the Board deems reasonable and just.

On October 7, 2025, Daymark submitted a letter responding to the arguments raised in Cadmus' protest. Daymark asserts that a misunderstanding forms the entire basis of Cadmus' protest, particularly with regard to Cadmus' reliance on the passage from the Evaluation Committee Report which reads, in part, "the proposal acknowledges that Phases 2 and 3 will require deeper development work, which may require future budget reallocations."

Daymark contends that, from that statement, Cadmus infers "without clear logic or supporting evidence that Daymark plans to violate the terms" of its BAFO quotation in response to the RFQ and "effectively charge an unlimited amount over time." Daymark asserts that, due to the uncertainties surrounding later phases of the GSESP, its proposal acknowledged that some reallocation of budget might be necessary across the seven (7) price line items, but that any

budget reallocations would occur on a zero-sum basis within the total quotation price. Daymark argues that nothing in its proposal, nor the remainder of the Evaluation Committee Report, supports Cadmus' interpretation that "budget reallocation," as used in the Evaluation Committee Report, was meant to be read as a "total budget increase."

Finally, Daymark contends that it has a track record of providing the Board with support within its originally proposed BAFO pricing, as it has done the same with its previous Board contract to design and implement the Competitive Solar Incentive Program.

The New Jersey Division of Rate Counsel did not submit comments in response to Cadmus' petition.

DISCUSSION AND FINDINGS

Pursuant to N.J.A.C. 14:1-8.6(a), a motion for reconsideration of a proceeding may be filed by any party within fifteen (15) days after the effective date of any final decision or order by the Board. A motion for reconsideration shall state in separately numbered paragraphs the alleged errors of law or fact relied upon and shall specify whether reconsideration, reargument, rehearing or further hearing is requested and whether the ultimate relief sought is reversal, modification, vacation, or suspension of the action taken by the Board or other relief.⁵

Generally, parties should not seek reconsideration merely based upon dissatisfaction with a decision.⁶ Rather, reconsideration is reserved for those cases where (1) the decision is based upon a "palpably incorrect or irrational basis" or (2) it is obvious that the finder of fact did not consider, or failed to appreciate, the significance of probative, competent evidence.⁷ The moving party must show that the action was arbitrary, capricious, or unreasonable.⁸

As a threshold matter, because notice of the Board's selection of Daymark as the successful bidder for the RFQ was not provided until after DPP approved the selection, which did not occur within fifteen (15) days of the Board's May 21, 2025 vote to approve the selection, the Board **HEREBY WAIVES** the requirement established at N.J.A.C. 14:1-8.6(a) for filing of a motion for reconsideration within fifteen (15) days of the effective date of any order by the Board.

Cadmus' motion challenges the Board's decision to recommend the contract award to Daymark, raising three substantive arguments: (1) Daymark's bid was non-responsive as they submitted a price that was not firm-fixed; (2) Daymark's bid created an unlevel playing field; and (3) Daymark's pricing created a "pay-as-you-go" model that violated the RFQ's requirements. Cadmus argues that, as a result, the contract award to Daymark should be reconsidered and that the award should instead go to Cadmus.

⁵ N.J.A.C. 14:1-8.6(a)(1).

⁶ D'Atria v. D'Atria, 242 N.J. Super. 392, 401 (Ch. Div. 1990).

⁷ Cummings v. Bahr, 295 N.J. Super. 374, 384 (App. Div. 1996).

⁸ D'Atria, 242 N.J. Super. at 401.

Cadmus provides no law to support its arguments and, other than a reference to Section 3.22 of the RFQ, submits no citations to the RFQ to support its arguments. Given Cadmus's references to "non-responsive" and violations of the RFQ, it is presumed Cadmus is raising a common law concept that materially non-confirming bids must be rejected.⁹

When evaluating a quote received, if a deviation is found, the question is whether the deviation is material, as material deviations may not be waived.¹⁰ Should a deviation be identified, the issue is whether a specific non-compliance constitutes a substantial (material) and hence non-waivable irregularity.¹¹ The River Vale court set forth a two (2)-part test for determining whether a deviation is material: whether the effect of a waiver would be to deprive the government entity of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements; and whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition.¹²

Ultimately, the goal of the State's bidding statutes is to "secure for the public the benefits of unfettered competition." To that end, the "public bidding statutes exist for the benefit of taxpayers, not bidders, and should be construed with sole reference to the public good." The objective of New Jersey's procurement scheme is "to guard against favoritism, improvidence, extravagance, and corruption."¹³ In awarding public contracts, agencies have broad discretion on decisions, which should not be interfered with "in the absence of bad faith, corruption, fraud or gross abuse of discretion."¹⁴

Based upon the relevant law cited above and the established record before the Board, the Board disagrees with Cadmus' arguments. Even if the common law materiality test is applied, Daymark did not deviate from the RFQ's requirements. The subject portion of Section 3.22 of the RFQ, which forms the basis of Cadmus' arguments, provides as follows: "[t]he Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this RFQ and that pricing will be treated as firm fixed pricing until the award of the contract and if the bidder is awarded the contract, through the term of the contract."

⁹ It is noted that this procurement was administered not through publicly advertised bidding, but under a statutory exception to publicly advertised bidding requirements found in N.J.S.A. 52:34-9(a) and in accordance with Treasury Circular 24-21-DPP. Since Daymark did not deviate from the RFQ, the Board does not need to discuss whether the materiality standard applies here.

¹⁰ Twp. of Hillside v. Sternin, 25 N.J. 317, 324 (1957).

¹¹ Matter of Protest of Award of On-Line Games Production and Operation Svcs. Contract, Bid No. 95-X-20175, 279 N.J. Super. 566, 594-95 (citing Twp. of River Vale v. R.J. Longo Constr. Co., 127 N.J. Super. 207, 216 (Law Div. 1974)).

¹² River Vale, 127 N.J. Super. at 216.

¹³ Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 313 (1994); Hall Constr. Co. v. N.J. Sports and Exposition Authority, 295 N.J. Super. 629, 634 (App. Div. 1996).

¹⁴ See Keyes Martin & Co. v. Dir., Div. of Purchase & Prop., 99 N.J. 244, 253 (1985); In re Jasper Seating Co., Inc., 406 N.J. Super. 213, 222 (App. Div. 2009).

In its March 28, 2025, quote submitted to the Board in response to the RFQ, Daymark included all required forms and provided a narrative on its experience as a firm and its plan to achieve all deliverables under the RFQ. Daymark's quotation also included the State-Supplied Price Sheet containing estimated firm-fixed unit pricing for each deliverable called for in the RFQ. On April 4, 2025, Daymark submitted its BAFO, which also utilized the State-Supplied Price Sheet and estimated firm-fixed unit pricing for each deliverable called for in the RFQ. In each instance, the firm-fixed pricing for each deliverable was calculated in accordance with the terms of the RFQ, which required bidders to multiply the estimated number of units to complete each deliverable by the price of each unit.

In selecting Daymark's quote, the Board did so under the understanding that the price contained in Daymark's BAFO was fixed. While Daymark's response letter acknowledges that uncertainties connected with future phases of the GSESP may result in reallocations of its budget between project phases, the total dollar amount required to perform all deliverables could not exceed the total figure provided in its BAFO. The same was acknowledged by the Evaluation Committee Report, which provides at section 2(C) that "[t]he Total Quotation Price was considered by the Evaluation Committee with all bidders' pricing being within the estimated budget." Additionally, the State-Supplied Price Sheet contained in Daymark's initial quote and in its BAFO contained estimated dollar amounts for each of the seven (7) deliverables contained in the price sheet, providing a fully responsive document with a firm-fixed budget.¹⁵

Further, Cadmus's reliance on a single line of the Evaluation Committee's Report is misplaced. The report does state – "the proposal acknowledges that Phases 2 and 3 will require deeper development work, which may require future budget reallocations." This sentence must be read in context with the pricing sheet, which required bidders to "present a budget supporting each Firm Fixed Price in which the Bidder lists personnel names, labor titles, corresponding All-Inclusive Hourly Rates, and the number of hours allocated by labor title for each Description." Attached to Daymark's price sheet (as well as the other bidders' price sheets) is a detailed budget breakdown. The clear inference from the report's statement is that reallocation is within the budgeted amounts themselves, not additions to the quoted firm-fixed price.

Cadmus failed to provide any support in its motion to suggest that Daymark's proposal was non-responsive to the RFQ or is not firm-fixed. Accordingly, the Board **HEREBY FINDS** that Daymark's proposal was compliant with the requirements surrounding proposed budgeting of the RFQ as contained in its BAFO and rejects Cadmus' argument that the Daymark quote creates a pay-as-you-go model that should be considered non-responsive. The Board **HEREBY FINDS** that Daymark's proposal was fully responsive and contained no material deviations from the instructions provided to bidders in the RFQ.

In similar fashion, Cadmus raises that Daymark's bid created an unlevel playing field. Again, Cadmus cites to no caselaw, statutes, or other law to support its arguments. It is presumed that Cadmus contests the Board's ultimate selection of Daymark's quote. Section 8.14 of the RFQ provides that "[a]fter the evaluation of the submitted Quotes is complete, the Board will

¹⁵ While Daymark's pricing sheets in its quote and BAFO estimated one (1) hour for six (6) tasks and two (2) hours for the remaining task, Daymark submitted a detailed budget with a breakdown of titles, hourly rates, and estimated hours to perform each task. The price sheets were the result of the detailed budget.

recommend to the Director [of DPP] for award of, the responsible Bidder(s) whose Quote, conforming to this RFQ, is most advantageous to the State, price and other factors considered.” Cadmus presented no evidence in its motion to suggest that the Board failed to adhere to this standard.

Reviewing agencies recognize that bidders “may apply [their] own business judgment in the preparation of a public bid,” including the proposed pricing.¹⁶ In reviewing protests that challenge an awarded bid’s pricing as substantially low, agencies consider where there was “proof of collusion or of fraudulent conduct on the part of such bidder” or “proof of other irregularity of such substantial nature as will operate to affect fair and competitive bidding.”¹⁷ As such, reviewing agencies will not invalidate quotes based on “unbalanced bids” in the absence of “fraud, corruption or abuse of discretion.”¹⁸

The Evaluation Committee found that Daymark’s quote exhibited a capability to perform all deliverables that were described in the scope of work of the RFQ. Following technical evaluation, the Evaluation Committee assigned Daymark’s proposal a technical score that was 9.5% lower than Cadmus’ technical score, and approximately thirteen percent (13%) lower than the technical score of the highest scoring bidder. Simultaneously, the cost analysis revealed that the budget contained in Cadmus’ BAFO was 185% higher than the budget contained in Daymark’s BAFO. The evaluation committee report included a chart that outlined the bidders’ technical and cost ranking.

Bidder	Average Technical Score	Technical Rank	Total Quotation Price (Original)	Total Quotation Price (BAFO)	Cost Rank
Cadmus	895	2	\$7,000,050.50	\$7,000,050.50	2
Daymark	817.50	3	\$2,581,515.00	\$2,452,480.00	1
TRC	935	1	\$8,230,226.00	\$8,029,688.00	3

Indeed, Daymark’s BAFO was comparable to the independent cost analysis that was prepared by Staff and considered by the Board prior to the Board’s authorization of the release of the RFQ, while Cadmus’ BAFO was significantly higher. The independent cost analysis prepared by Staff and relied upon by the Board predicted that the RFQ would cost \$1,824,430.

The Board further rejects the unsupported argument raised by Cadmus that the extreme discrepancy in pricing should have raised red flags surrounding Daymark’s ability to complete the deliverables in the RFQ, as the Evaluation Committee found Daymark’s quote to exhibit its capability of completing its deliverables within the total cost contained in its BAFO. Further, the cost to complete the engagement as contained in Daymark’s BAFO was close to the figure the Board had anticipated prior to releasing the RFQ to any of the bidders. Therefore, with respect to Cadmus’ contention that Daymark’s bid created “an uneven playing field,” the record does not

¹⁶ Riverland Constr. Co. v. Lombardo Contracting Co., 154 N.J. Super. 42, 47 (App. Div. 1977).

¹⁷ Frank Stamato & Co. v. New Brunswick, 20 N.J. Super. 340, 344 (App. Div. 1952).

¹⁸ Ibid.

reflect any collusion, corruption, or other substantial irregularity that would distort fair and competitive bidding.

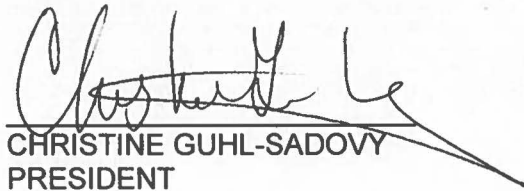
As such, the Board **HEREBY FINDS** that Cadmus failed to establish that the Board selected Daymark's proposal based upon a "palpably incorrect or irrational basis" or that the Board did not consider, or failed to appreciate, the significance of probative, competent evidence. The Board **FURTHER FINDS** that Cadmus failed to establish that the Board's selection of Daymark's quote was arbitrary, capricious, or unreasonable, as the Board selected the vendor whose proposal was fully responsive and exhibited the ability to complete all deliverables within its proposed total budget and was most advantageous to the State, price and other factors considered.

As such, Cadmus' protest of the RFQ award by way of motion for reconsideration is **HEREBY DENIED** in its entirety.

This Order shall be effective on December 17, 2025.

DATED: December 17, 2025

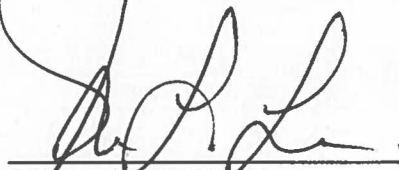
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BY:


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COMMISSIONER

ATTEST:


SHERRI L. LEWIS
BOARD SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
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IN THE MATTER OF THE REQUEST FOR QUOTATION FOR A PROGRAM
ADMINISTRATOR FOR THE GARDEN STATE ENERGY STORAGE PROGRAM

DOCKET NO. QO24090673

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