

**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT**  
**REQUEST FOR COMPETITIVE SEALED PROPOSALS**  
**RFP # HJISD2025-01**  
**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

The Hardin-Jefferson Independent School District (“HJISD” or “the District”) is seeking responsive proposals to the following Request for Competitive Sealed Proposals from qualified offerors to provide construction services for a kitchen addition and renovation at Sour Lake Elementary School. (“Project”).

Competitive Sealed Proposals must be addressed to the Administration at the address listed below and marked as follows:

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**  
**RFP # HJISD2025-01**  
**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**  
due no later than **Thursday, February 6, 2025 AT 2:00 P.M.**

HARDIN-JEFFERSON ISD  
Attn: Kaleb Norris  
Accountant  
520 W. Herring  
Sour Lake, Texas 77659

**ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE OR EMAIL WILL NOT BE CONSIDERED. ALL RESPONSES MUST BE RECEIVED AT THE ADDRESS SHOWN ABOVE. RESPONSES SENT/ DELIVERED TO ANY OTHER DISTRICT ADDRESS WILL NOT BE CONSIDERED.**

**FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF A PROPOSAL.**

Offerors must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process. HJISD reserves the right to accept or reject any Submission or any part thereof or any combination of Submissions and to waive any or all formalities. All responses in the Submission may be used by the HJISD in the selection process. HJISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the HJISD without regard to whether such information appears in the Submission.

**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR COMPETITIVE SEALED PROPOSALS  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**I. OVERVIEW**

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter D, it is the intention of the Hardin-Jefferson Independent School District (“HJISD” or “the District”) to select via the Request for Competitive Sealed Proposal process a contractor(s) for construction services related to the Project described herein. Responses to this Request for Competitive Sealed Proposals (“CSP”) are referred to herein as “proposals” or “submissions.” Entities submitting proposals are referred to as “Offerors” or “Proposers.”

The CSP may be picked-up at the Hardin-Jefferson ISD Administration Building, 520 W. Herring Sour Lake, Texas 77659.

**PROPOSALS MUST BE RECEIVED NO LATER THAN  
Thursday, February 6, 2025 AT 2:00 P.M.**

Proposals received after such time will not be considered and will be returned unopened. Proposals must be received by the aforementioned deadline and addressed to:

<p>HARDIN-JEFFERSON ISD Attn: Kaleb Norris Accountant 520 W. Herring Sour Lake, Texas 77659</p>
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One (1) Original of the proposal must be submitted in sealed and opaque envelopes. Proposal envelopes must be plainly marked on the outside as follows:

**SEALED PROPOSAL – DO NOT OPEN  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

PROPOSALS MUST BE SUBMITTED ON THE PROPOSAL FORM ATTACHED AS **EXHIBIT A**. THIS REQUEST FOR CSP CONTAINS REQUIRED TERMS AND DESCRIPTIVE INFORMATION ABOUT THE SERVICES. RESPONSES NOT MADE AS SET FORTH IN THE REQUEST FOR CSP MAY BE DEEMED NON-RESPONSIVE AND MAY NOT BE CONSIDERED SUBJECT TO HJISD’S DISCRETION.

For questions regarding this Request for CSP, please contact Kaleb Norris, Accountant, at [kalebnorris@hjisd.net](mailto:kalebnorris@hjisd.net) Only written questions will be accepted and must be received by Mr. Norris no later than 2:00 p.m. January 28, 2025. Questions will be responded to in writing and provided to all interested parties known to the District no later than 5:00 p.m. January 30, 2025.

Respondents are encouraged to carefully examine this Solicitation and the accompanying Contract Documents Forms and Addenda, if any, understand the terms and conditions for providing the services listed herein, and respond completely. FAILURE TO COMPLETE AND PROVIDE

**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFP # HJISD2025-01**

**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

ANY OF THE ABOVE ITEMS MAY RESULT IN THE PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION AS DETERMINED BY HJISD.

**ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Proposal in response to this package, the Offeror accepts the evaluation process and acknowledges and accepts that determination of the “best value” will require subjective judgments by the District, based upon the information responsive to the Evaluation Criteria and Weight/Points Value as published with this package.

Proposals are to include the information requested in Section V of this Request for CSP in the sequence and format prescribed. In addition to and separate from the requested information, Offerors submitting proposals may provide supplementary materials further describing their capabilities and experience.

**SUBMISSION OF PROPOSALS**

Following the deadline for receipt, the HJISD’s staff will receive, publicly open, and read aloud the names of the Offerors and all prices stated in the proposals. On February 10, 2025, but no later than forty-five (45) days after the opening of the Proposals, the HJISD Board of Trustees shall evaluate and rank each Proposal submitted in relation to the selected criteria set forth below. The HJISD Board may rank and then either select an offeror from the respondents to this Request for Competitive Sealed Proposals or reject all proposals, at its sole discretion. The recommended ranking shall be based on the data furnished by the Offerors in response to the Request for CSP. The following is a list of criteria and weight for each criterion, which shall be utilized by the HJISD pursuant to Texas Government Code Chapter 2269, Subchapter D:

<u>CRITERIA</u>	<u>WEIGHT</u>
Pricing	60 percent
Proposer’s Experience, Background & Reputation	20 percent
Proposed Project Personnel	10 percent
Financial Information and Capability	10 percent

All responses in the Proposal may be used to help the HJISD select an Offeror based on these criteria. The HJISD reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the HJISD without regard to whether such information appears in the proposal.

**IMPORTANT:** The Offerors, or any agent or representative of Offerors, shall not undertake any activities or actions to promote or advertise their qualifications or proposal to any member of the District’s Board of Trustees, the District’s Administration or their respective staff persons, except as specifically requested in writing by the District, at any time between the date of submission of the RFP and the date of award of the Contract Documents by the District’s Board of Trustees. This

**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFP # HJISD2025-01**

**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

restriction extends to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Offerors.

**PUBLIC INFORMATION:** The District fully complies with the Texas Public Information Act. During the course of the selection process RFP responses are exempt from disclosure to the public under the Texas Public Information Act. The submitted proposals will, upon the award of the contract, become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your proposal may contain commercial or financial information which you consider privileged or confidential, or may be of a nature which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect this information at the time a request is made for disclosure; however, you will need to consult your legal counsel to assure that this kind of information, if included in your proposal, is properly marked as confidential prior to submission. Wholesale marking of your entire proposal “Confidential” or “Proprietary” will not be effective. In the event information from your proposal is requested, the District will use its best efforts to notify the Offeror of such request, but will have no duty to assert any claim to the Attorney General regarding that the proposal or any parts of the proposal are not subject to disclosure under the Act.

**II. SCOPE OF WORK**

**Project Overview**

The project will consist of Kitchen addition of roughly 500 square feet, renovation of the dishwasher room to include replacing existing dishwasher, relocate disposal, reconfigure stainless steel counters, HVAC additions and modifications, interior finishes and addition of generator to power kitchen.

The estimated construction budget is approximately Seven Hundred Thirty Thousand Dollars (\$730,000.00), subject to change by the District.

**PROJECT SCHEDULE**

**Board Action to Rank and Select: February 10, 2025**

**Anticipated Notice to Proceed: February 18, 2025**

**Anticipated Access to Interior Kitchen: May 24, 2025**

**Anticipated Substantial Completion: August 1, 2025**

The scope of the work, specifications and projected schedule for construction of the Project is attached as **Exhibit “B.”**

**III. COMMITMENTS OF HJISD**

1. HJISD reserves the right to withdraw this Request for CSP at any time and for any reason.

**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFP # HJISD2025-01**

**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

2. Receipt of response by the HJISD or submission of a response to the HJISD or selection of an Offeror for the purposes of negotiating a contract; confers no rights to the Offeror, nor obligates the HJISD in any manner.
3. The HJISD reserves the right to award or not award a contract. The HJISD also will award the Contract to the party or parties that the Board of Trustees determines to present the best value and be most qualified and most responsive to this Request for CSP.
4. HJISD is under no obligation regarding this Request for CSP until a written contract is approved and executed by all parties and funding of the Project occurs. The HJISD's draft form of the agreement are attached as **Exhibits "C" and "D."**
5. The cost of developing a response is the sole responsibility of the Offeror. HJISD shall not provide reimbursement of such cost and shall not be liable for any response preparation cost for any reason whatsoever.

**III. INSTRUCTIONS TO OFFERORS**

**A. PROPOSAL FORM:** The Proposal Form attached as **Exhibit A** must be filled out and signed by the Offeror.

**B. AGREEMENT:** The Agreement between the Owner and Offeror shall consist of the following Contract Documents:

1. Standard Form of Agreement Between Owner and Offeror where the basis of payment is a Stipulated Sum, AIA Document A101-2017, as modified by the Owner (attached as **Exhibit C**).
2. General Conditions of the Contract for Construction, AIA Document A201-2017, as modified by the Owner (attached as **Exhibit D**).
3. Offeror must state any requested modifications to these Contract Documents as part of its response to this Request. If no requests are made, Offeror will be expected to execute the Contract documents without modification. Note that Payment and Performance Bonds shall be required for the Project. Also note the other conditions included in all Exhibits.
4. Completed EDGAR Certifications, as included herein.
5. Prevailing Wage Rates(attached as **Exhibit F**).

**C. TIME:** Offeror agrees to hold the proposal open for acceptance for sixty (60) calendar days from the proposal due date.

**D. WITHDRAWAL OF PROPOSALS:** An Offeror may request permission to withdraw a proposal prior to the actual time for proposal opening. Such request must be made in person or in writing at the same location designated to receive the proposal. HJISD will return the proposal documents unopened at that time if it agrees to allow the withdrawal of a proposal.

**E. PROPOSAL BOND:** Each Proposal must be accompanied by a Proposal Guaranty in the amount of five percent (5%) of the estimated construction budget for the Project. The

**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFP # HJISD2025-01**

**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

Proposal Guaranty shall be in the form of either (i) a cashier's check written on a Bank with one or more branch offices located in Texas, payable to the order of the Hardin-Jefferson Independent School District (and should be dated no earlier than one month before the deadline for Proposal submission), or (ii) a Proposal Bond should be included with this Request for Proposals issued by a corporate surety authorized to do business in the State of Texas, that is listed on the U.S. Treasury list of approved sureties. Offeror must list in the blanks in the top left corner of the Proposal Bond each Project for which Offeror is submitting a Proposal. The Proposal Guaranty will be held until the selected Offeror has signed the Contract and provided the required insurance and payment and performance bonds as provided in these instructions. Should the selected Offeror for a particular Project fail or refuse to sign the Contract applicable to such Project and/or fail or refuse to provide the required insurance and payment and performance bonds for such Project as provided for in these instructions, then the Offeror's Proposal Guaranty will be forfeited to HJISD as liquidated damages and not as a penalty, and HJISD may, in its discretion, disqualify the Offeror from selection for any or all other Projects for which Offeror has submitted a Proposal.

**F. WAIVER:** By submitting a proposal, each Offeror agrees to waive any claim it has or may have against the HJISD, its trustees, officials, employees, representatives or agents arising out of or related to the administration, evaluation, or recommendation of any proposal; waiver of any requirements; acceptance or rejection of any proposal; or award of the proposal. HJISD shall have no contractual obligation to any Offeror, nor will any Offeror have any property interest or other right in the proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have been fulfilled.

**G. OTHER INFORMATION:** HJISD believes the information included in this Request for CSP is materially accurate, however, HJISD does not warrant this information to be free from errors or omissions. Offerors are encouraged to inspect the premises prior to submitting a response.

**H. THE OFFEROR MUST ALSO SUBMIT THE FOLLOWING ITEMS:**

1. **PROPOSAL FORM:** **Exhibit A**, signed by Offeror.
2. **RESPONSES TO INFORMATION REQUESTED:** Section V, signed by Offeror.
3. **PROOF OF INSURABILITY:** Submit a letter from your insurance provider stating provider's commitment to insure the Offeror for the types of coverage at the levels specified in the Contract Documents accompanying this CSP. Offeror shall also submit a copy of current insurance certificate.
4. **CONFLICTS OF INTEREST:** Offeror acknowledges that it is informed that District Policy and Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the District, shall file a completed conflict of interest questionnaire with the appropriate district records administrator not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the District;

**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFP # HJISD2025-01**

**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

or (2) submits to the District an application, response to a request for qualifications, submissions or proposals, correspondence, or another writing related to a potential agreement with the District. The conflict-of-interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Completed conflict of interest questionnaires must be included with responses to this CSP. Please consult your own legal counsel if you have questions regarding the statute or form.

5. COMPLETED FORM 1295: The form is available online with the Texas Ethics Commission at <https://www.ethics.state.tx.us/filinginfo/1295/>.
6. PROPOSAL BOND.
7. COMPLETED AND SIGNED REPRESENTATION AND CERTIFICATIONS.
8. COMPLETED AND SIGNED EDGAR CERTIFICATIONS.
9. ALL FORMS included with this package, including proposed revisions to Exhibit C or D.

**IV. SCOPE OF WORK & PROPOSED CSP SCHEDULE**

The Project requires construction services for kitchen addition and renovation at Sour Lake Elementary School located at 1055 Hwy 326 South, Sour Lake, Texas 77659 in accordance with the Plans and Specifications created by LaBiche Architectural Group under project number 23005.

**SCHEDULE:**

First Advertisement:	January 2, 2025
Second Advertisement:	January 9, 2025
Voluntary Pre-Proposal Conference:	January 16, 2025 at 2:00 p.m.
Address: Hardin Jefferson ISD, 1055 520 W Herring St., Sour Lake, Texas 77659	
Voluntary Subcontractor site visit:	January 23, 2025 at 2:00 p.m.
Address: Sour Lake Elementary, 1055 TX-326, Sour Lake, Texas 77659	
Questions Due:	January 28, 2025 at 2:00 p.m.
Responses to Questions Posted:	January 30, 2025 at 5:00 p.m.
Response to CSP Due:	February 6, 2025 at 2:00 p.m.
Ranking – Board Action:	February 10, 2025

**V. INFORMATION TO BE PROVIDED BY OFFERORS AND DETAILED  
METHODOLOGY**

Please provide the following information in the order presented below in your Proposal or Submission as labeled along with the completed Execution and other completed required Representations and Certifications, forms and documentation.

**Section 1: Pricing or Price Proposal (60 %)**

- 1-1. Complete the Proposal Form included with the CSP.

**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFP # HJISD2025-01**

**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**Section 2: General Information**

- 2-1. Please provide a cover letter that includes the name, business address, telephone number, fax number, type of organization (individual, partnership, corporation, association), number of employees in the home and any field offices, a brief statement of interest and information regarding your organizational structure, availability, and intent to perform services. The letter shall also include a signature of an authorized officer of the Offeror who has legal authority in such matters.

**Section 3: Project Experience, Background & Reputation (20%)**

- 3-1. Provide a list of all projects involving similar scope for which Offeror has provided services in the last five (5) years. Include the Project Name, Location, Owner, Owner Representative, Contact Information including Name of Reference, Title, Phone Number, Email Address, Office Address, etc., Project Budget, Date of Commencement and Date of Substantial Completion.
- 3-2. Disputes:
- 3-2.1 Identify any causes of action, litigation, demands, cease and desist letters, claims, arbitration or suits brought against your firm within the last five (5) years.
- 3-2.2 Identify any judgments, claims, arbitration proceedings, or suits pending or outstanding against your firm or its officers.
- 3-2.3 Describe all instances in which your firm was unable to complete the work under a contract.

**Section 4: Proposed Project Personnel and Team (10%)**

- 4-1. Provide brief resumes (2-page limit) for the individuals listed below:
- a. Principals/Corporate Officers
    - i. President
    - ii. Vice President
    - iii. Partners
  - b. Project Management Candidates
    - i. Project Manager
    - ii. Superintendent
  - c. Project Subcontractors
    - i. List of intended subcontractors and related experience in similar projects.

**Section 5: Financial Information and Capability (10%)**

- 5-1. Provide the following bond information:
- 5-1.1 Bonding capacity, both per project and in the aggregate.
- 5-1.2 Bonding company references, including bonding representative name and title, name of bonding company, address, phone number.
- 5-2. Provide the following financial information regarding your firm:



**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFP # HJISD2025-01**

**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

- 5-2.1 Bank reference(s)
  - 5-2.1.1 Individual, Title
  - 5-2.1.2 Name of Bank
  - 5-2.1.3 Address
  - 5-2.1.4 Telephone
- 5-3. Total amount of work performed as a general Offeror for each of the past five years.

**Section 6: - GENERAL CONTRACTOR QUALIFICATION STATEMENT**

6-1. Information provided shall be used to supplement the complete score as applied to the categories noted herein.

**VI. EXECUTION**

The foregoing is true and correct. HJISD, or any authorized representative of the HJISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information which the HJISD might determine as being desirable. The undersigned is legally authorized to sign this Proposal.

Offeror: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**REPRESENTATIONS AND CERTIFICATIONS**

By submitting this Proposal, the Offeror:

1. Represents that to the best of its knowledge it is not indebted to HJISD. Indebtedness to HJISD shall be basis for non-award and/or cancellation of any award.
2. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded or state funded contract.
3. Certifies its understanding that, should Offeror be selected for the Project: “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Offeror or vendor agrees that the contract can be terminated if the Offeror or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Specifically: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this procurement and resulting contract and the Offeror agrees that any resulting contract can be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter. Therefore, if the value of the Project is One Million Dollars (\$1,000,000.00) or more, the Offeror agrees to: (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the HJISD for the duration of the contract; (2) promptly provide to the governmental body any contracting information related to the contract that is in the custody or possession of the entity on request of HJISD; and (3) on completion of the contract, either: (a) provide at no cost to HJISD all contracting information related to the contract that is in the custody or possession of the entity; or (b) preserve the contracting information related to the contract as provided by the records retention requirements applicable to HJISD.
4. Certifies its understanding that, pursuant to Texas Government Code Chapter 2271, as amended, if the resulting contract is valued at \$100,000 or more and if the Offeror has at least ten (10) full time employees, then the Offeror, by its execution of any resulting agreement with HJISD, represents and warrants to HJISD that the Offeror does not boycott Israel and will not boycott Israel during the term of any resulting agreement. This section does not apply to a sole proprietorship.
5. By signing, the undersigned certifies as follows: Under Section 231.006 of the Texas Family Code, the Offeror certifies that the individual or business entity named is not ineligible to receive the specified payments and acknowledges that any resulting agreement may be terminated, and payment withheld in this certification is inaccurate.
6. Offeror verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Offeror has misrepresented its inclusion on the Comptroller’s list, such omission or misrepresentation will void any contract with HJISD.
7. Pursuant to Texas Government Code Chapters 2274 and 809, if the contract is valued at \$100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to HJISD that the Offeror does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision does not apply to sole proprietorships.

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**  
**HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT**  
**RFP # HJISD2025-01**  
**SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

8. Pursuant to Texas Government Code Chapter 2274, if the contract is valued at \$100,000 or more and if Offeror has at least ten (10) full-time employees, then Offeror represents and warrants to HJISD that the Offeror does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of the contract. This provision does not apply to sole proprietorships.
9. In compliance with Chapter 2252 of the Texas Government Code, Offeror certifies that it does not engage in business with Iran, Sudan, or any foreign terrorist organization. Offeror also certifies that for the length of any resulting contract with HJISD, Offeror will not engage in any business with Iran, Sudan, or any foreign terrorist organization.
10. Offeror certifies that it understands that Texas Education Code Chapter 22 requires that criminal history records be obtained as set forth in the Contract Documents referenced in Section III(B) above.
11. In compliance with Texas Government Code Chapter 2274, Offeror agrees to comply with the prevailing wage rates adopted by the District and attached herein as Exhibit F.

Offeror: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**REPRESENTATIONS AND CERTIFICATIONS**

Section 44.034 of the Texas Education Code, Notification of Criminal History, Subsection (a.), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity of services performed before the termination of the contract.” Note: *This Is Not Required of a Publicly Held Corporation.*

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and following information furnished is true to the best of my knowledge.

**SELECT ONE:**

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned nor operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

The undersigned affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other consultant, and that the contents of this response as to terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this response.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**EDGAR  
Federal Certifications**

The following certifications and provisions are required and shall apply when Hardin-Jefferson Independent School District expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions are incorporated into and apply to the Contract between the District and the Offeror in all situations where Offeror has been paid or will be paid with federal funds, and you must complete and return this form and return it to the District along with your proposal:**

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**CERTIFICATIONS FOR NON-FEDERAL ENTITY CONTRACTS  
REQUIRED BY APPENDIX II TO 2 CFR PART 200 (EDGAR)**

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**(A) Contracts for more than the simplified acquisition threshold (currently \$250,000) but subject to which is the inflation adjustment as determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when DISTRICT expends federal funds, DISTRICT reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when District expends federal funds, District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. District also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if District believes, in its sole discretion that it is in the best interest of District to do so. Offeror will be compensated for work performed and accepted and goods accepted by DISTRICT as of the termination date if the contract is terminated for convenience of District. Any award under this procurement process is not exclusive and District reserves the right to purchase goods and services from other Offerors when it is in DISTRICT best interest.

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

**(C) Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when District expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when District expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by District resulting from this procurement process.

**(E) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by District, Offeror certifies that during the term of an award for all contracts by District resulting from this procurement process, Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**(F) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by District, Offeror certifies that during the term of an award for all contracts by District resulting from this procurement process, Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**(G) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by District, Offeror certifies that during the term of an award for all contracts by District resulting from this procurement process, Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

**(H) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by District, Offeror certifies that during the term and after the awarded term of an award for all contracts by District resulting from this procurement process, the Offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

**(I) §200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.**

**(a) For purposes of this section:**



**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the Federal Rule above, District has a preference for goods, products, or materials produced in the United when spending federal funds. Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**PROCUREMENT OF RECOVERED MATERIALS**

**Procurement of Recovered Materials – When federal funds are expended, DISTRICT and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to the Federal Rule above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Offeror certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

---

**RECORD RETENTION ACCESS REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by District for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333, as well as the Texas Education Agency. Offeror further certifies that it will retain all records as required by 2 CFR § 200.333, and Texas Education Agency for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

A. The Offeror agrees to provide the Owner/District, the FEMA Administrator, the Comptroller General of the United States, the Texas Department of Public Safety (DPS)/Texas Division of Emergency Management (TDEM), or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract; including, but not limited to, financial records, supporting documents, statistical records, and all other records pertinent to a Federal funding) for the purposes of making audits, examinations, excerpts, and transcriptions (“Required Records”).

B. The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Offeror agrees to provide the Owner/District, the FEMA Administrator, the Comptroller General of the United States, the Texas Department of Public Safety (DPS)/Texas Division of Emergency Management (TDEM), or any of their authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract at all reasonable times to review project accomplishments and management control systems and to provide such technical assistance as may be required and to provide all reasonable facilities and assistance for the safety and convenience of these government representatives in the performance of their duties.

D. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Offeror acknowledge and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When DISTRICT expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of the District not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Offeror agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire,

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Offeror further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Offeror certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the District or any of its duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are directly pertinent to Offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror's personnel for the purpose of interview and discussion relating to such documents.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**CERTIFICATION FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS– 2 C.F.R. § 200.321**

(a) The Offeror agrees that the District and Offeror must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Offeror agrees that if subcontracts are to be let, that it will take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**USE OF DHS SEAL, LOGO, AND FLAGS**

The Offeror shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Offeror shall include this provision in any subcontracts.”

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**ACKNOWLEDGEMENT OF USE OF FEDERAL FUNDS**

Offeror acknowledges that FEMA financial assistance will be used to fund all or a portion of any contract awarded pursuant to the Request. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**ACKNOWLEDGEMENT OF COMPLIANCE WITH 31 U.S.C CHAPTER 38- ADMINISTRATIVE REMEDIES FOR FALSE CLAIMS AND STATEMENTS**

The Offeror acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror’s actions pertaining to any contract awarded pursuant to this Request.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS – 2 C.F.R. 200.315**

The Offeror grants to the Hardin-Jefferson Independent School District, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of the contract awarded pursuant to this Request, to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Offeror will identify such data and grant to the Hardin-Jefferson Independent School

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

District or acquire on its behalf a license of the same scope as for data first produced in the performance of the contract awarded pursuant to this Request. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of the contract awarded pursuant to this Request, the Offeror will deliver to the Hardin-Jefferson Independent School District data first produced in the performance of the contract awarded pursuant to this Request, and data required by the contract but not first produced in the performance of any contract noted herein in formats acceptable by the Hardin-Jefferson Independent School District.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

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**NO OBLIGATION BY FEDERAL GOVERNMENT**

The federal government is not a party to the contract awarded pursuant to this Request and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract entered into pursuant to this Request.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of Offeror

**OFFEROR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT OFFEROR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Offeror's  
Name: \_\_\_\_\_

Address, City, State, and Zip Code:

\_\_\_\_\_  
Phone Number: \_\_\_\_\_

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

Printed Name and Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Email Address: \_\_\_\_\_

Signature of Authorized  
Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS AKNOWLEDGMENT SHALL BE INCORPORATED INTO THE CONTRACT  
FOR ALL PURPOSES**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**EXHIBIT A  
PROPOSAL FORM**

**IDENTIFICATION OF OFFEROR  
AND ACCEPTANCE OF TERMS**

**IMPORTANT:** A proposal, to be valid, must be manually signed in ink by an authorized person in the space provided. By such signature, Offeror agrees to strictly abide by the terms, conditions, and specifications set out in the Request for Competitive Sealed Proposal.

**1.1 TO:** Hardin-Jefferson ISD  
Attn: Kaleb Norris  
Accountant  
520 W. Herring  
Sour Lake, Texas 77659

**1.2 SUBMITTED BY:**

\_\_\_\_\_

Address:

\_\_\_\_\_

Phone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**1.3 PROPOSAL:**

\_\_\_\_\_ (Amount in figures)\$ \_\_\_\_\_

**NOTE: The Proposal Amount shall include the following Allowances:**

(1) \_\_\_\_\_

**1.4 ALTERNATE(S):**

\_\_\_\_\_  
\$ \_\_\_\_\_ (Amount in figures) \_\_\_\_\_

\_\_\_\_\_  
\$ \_\_\_\_\_ (Amount in figures) \_\_\_\_\_

\_\_\_\_\_  
\$ \_\_\_\_\_ (Amount in figures) \_\_\_\_\_

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**1.5 UNIT PRICES:** (if Any List Below)

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**1.6 ADDENDA:** Undersigned acknowledges receipt of Addenda:

(Nos. & Dates) \_\_\_\_\_

**1.5 REVIEW OF CONTRACT DOCUMENTS**

The Proposer certifies that it has reviewed the AIA A101—2017 and AIA A201—2017, as modified by Owner and attached as Exhibits C and D.

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Proposer agrees that if any revisions are requested to the terms and conditions in the Agreement attached as Exhibits C and D, they are listed below or attached on a separate sheet and submitted with the Proposal response:

\_\_\_\_\_ Yes      \_\_\_\_\_ No

Requested Revisions: (you may attach a separate page if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**EXHIBIT B**

**The project scope includes the following items: Kitchen addition of roughly 500 square feet, renovation of the dishwasher room to include replacing existing dishwasher, relocate disposal, reconfigure stainless steel counters, HVAC additions and modifications, interior finishes and addition of generator to power kitchen.**

**Plans and Specifications as Prepared by LaBiche Architects Group under Project Number 23005, and Incorporated Herein.**

**LaBiche Architects Group  
Coley Mulcahy  
7999 Gladys, Suite 101  
Beaumont, Texas 77706  
(409)860-0197  
Fax: (409)860-0198  
[cmulcahy@labiche.com](mailto:cmulcahy@labiche.com)  
[www.labiche.com](http://www.labiche.com)**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**EXHIBIT C**

**AIA A101—2017, AS MODIFIED BY OWNER**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**EXHIBIT D**

**AIA A201---2017, AS MODIFIED BY OWNER**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**EXHIBIT E  
ATTACHMENT 1**

**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This notice is not required of a publicly-held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: \_\_\_\_\_  
\_\_\_\_\_

Authorized Company Official’s Name (Printed): \_\_\_\_\_  
\_\_\_\_\_

- a. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official \_\_\_\_\_  
\_\_\_\_\_

- b. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official \_\_\_\_\_  
\_\_\_\_\_

- c. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) \_\_\_\_\_  
\_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official \_\_\_\_\_

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**EXHIBIT E  
ATTACHMENT 2**

**ACKNOWLEDGMENT FORM - NON-COLLUSION STATEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this submission in collusion with any other proposer, and that the contents of this submission as to prices, terms or conditions of said submission have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this submission.

Vendor: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Respondent (Signature): \_\_\_\_\_  
\_\_\_\_\_

Respondent (Print Name): \_\_\_\_\_  
\_\_\_\_\_

Position with Company: \_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official  
Authorizing Submission: \_\_\_\_\_  
\_\_\_\_\_

Company Official (Print Name): \_\_\_\_\_  
\_\_\_\_\_

Official Position: \_\_\_\_\_  
\_\_\_\_\_

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

**EXHIBIT F**

**WAGE RATES ADOPTED BY HARDIN-JEFFERSON ISD- NOT TO INCLUDE  
FRINGES**

Prevailing Wage Rates

"General Decision Number: TX20240252 04/05/2024

Superseded General Decision Number: TX20230252

State: Texas

Construction Type: Building

County: Hardin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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| If the contract is entered |. Executive Order 14026  
|  
| into on or after January 30, | generally applies to the  
|  
| 2022, or the contract is | contract.  
|  
| renewed or extended (e.g., an |. The contractor must pay  
|  
| option is exercised) on or | all covered workers at  
|

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

after January 30, 2022: | least \$17.20 per hour (or

| the applicable wage rate

| listed on this wage

| determination, if it is

| higher) for all hours

| spent performing on the

| contract in 2024.

|  
If the contract was awarded on | Executive Order 13658

| or between January 1, 2015 and | generally applies to the

| January 29, 2022, and the | contract.

| contract is not renewed or | . The contractor must pay  
all |

| extended on or after January | covered workers at least

| 30, 2022: | \$12.90 per hour (or the

| applicable wage rate

listed |

| on this wage

determination, |

| if it is higher) for all

| hours spent performing on

| that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	04/05/2024

ASBE0022-009 07/03/2023

Rates      Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 28.35	16.02
-----		

BOIL0074-003  
07/01/2023

Rates      Fringes

BOILERMAKER.....	\$ 37.00	24.64
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\*  
BRTX0005-006  
06/01/2023

Rates      Fringes

BRICKLAYER.....	\$ 27.55	3.25
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**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

ELEC0479-005  
09/25/2023

Rates    Fringes

ELECTRICIAN.....\$ 32.76        13.22

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ENGI0450-002 04/01/2014

Rates        Fringes

POWER EQUIPMENT OPERATOR

  Cranes.....\$ 34.85        9.85

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IRON0084-011  
06/01/2023

Rates        Fringes

IRONWORKER, ORNAMENTAL.....\$ 27.51        8.13

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IRON0135-002 09/01/2022

Rates        Fringes

IRONWORKER, STRUCTURAL.....\$ 34.35        14.44

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PLUM0068-001  
10/01/2023

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

Rates      Fringes

PLUMBER.....\$ 34.86    11.68

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PLUM0211-009  
10/01/2023

Rates      Fringes

PIPEFITTER.....\$ 38.31      12.61

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SH EE0054-007  
04/01/2020

Rates      Fringes

SHEET METAL WORKER (Excludes  
HVAC Duct Installation).....\$ 28.69      14.13

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\* SUTX2014-028 07/21/2014

Rates      Fringes

CARPENTER, Excludes Form Work....\$ 18.57      3.09

CEMENT MASON/CONCRETE FINISHER...\$ 13.44 \*\*      0.00

FORM WORKER.....\$ 13.69 \*\*      0.00

IRONWORKER, REINFORCING.....\$ 12.95 \*\*      0.00

LABORER: Common or General.....\$ 12.15 \*\*      0.00

LABORER: Mason Tender - Brick...\$ 12.87 \*\*      0.00

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

LABORER: Mason Tender - Cement/Concrete.....	\$ 10.50 **	0.00
LABORER: Pipelayer.....	\$ 13.47 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 11.04 **	0.36
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.74	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 19.85	0.07
OPERATOR: Drill.....	\$ 16.22 **	0.34
OPERATOR: Forklift.....	\$ 17.69	0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	0.00
OPERATOR: Loader.....	\$ 13.55 **	0.94
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 16.00 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 16.75 **	4.51
ROOFER.....	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 26.89	10.38
TILE FINISHER.....	\$ 12.00 **	0.00
TILE SETTER.....	\$ 16.17 **	0.00

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11
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**WELDERS**

-  
Receive rate prescribed for craft  
performing

operation to which welding is  
incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

**Union Average Rate Identifiers**

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**WAGE DETERMINATION APPEALS**

**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

PROCESS

1.) Has there been an initial decision in the matter? This

can

be:

\* an existing published wage determination

\* a survey underlying a wage determination

\* a Wage and Hour Division letter setting forth a position

on

a wage determination matter

\* a conformance (additional classification and rate)

ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division



**REQUEST FOR COMPETITIVE SEALED PROPOSALS  
HARDIN-JEFFERSON INDEPENDENT SCHOOL DISTRICT  
RFP # HJISD2025-01  
SOUR LAKE ELEMENTARY KITCHEN ADDITION AND RENOVATION**

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"