MEMORANDUM

November 5, 2025

TO: Dr. Thomas Taylor
B. Darren Burns, Esq.
Arthur McGreevy, Esq.
Luis MacDonald

FROM: Michelle L. Phillips MLP
Administrative Officer
Maryland State Department of Education

SUBJECT: AutoFlex Fleet, Inc. v. Montgomery County Board of Education (III)

Enclosed is a copy of **Opinion No. 25-41** for the above named case which was voted on by the Maryland State Board of Education at its November meeting.

The State Board's decision may be appealed by filing a Petition for Judicial Review in the Circuit Court of the jurisdiction in which the local board is located within 30 days of the date of the decision.

Enclosure

cc: State Board File

AUTOFLEX FLEET, INC.,	BEFORE THE
Appellant	MARYLAND
v.	STATE BOARD
MONTGOMERY COUNTY BOARD OF EDUCATION,	OF EDUCATION
Appellee.	Opinion No. 25-41

OPINION

INTRODUCTION

Appellant appeals the decision of the Montgomery County Board of Education ("local board") upholding the local board's decision, following remand and investigation, to award an electric bus contract to Highland Electric Trucking ("HET").[1] The local board filed a response to the appeal maintaining that its decision met the obligations of the remand order, its decision to award the contract to HET should be affirmed, and Appellant's appeal should be dismissed.

FACTUAL BACKGROUND

Procedural History

This matter has returned to this Board after a long procedural history. The essence of this appeal is whether the local board acted in an arbitrary, unreasonable, or illegal manner when it awarded the electric bus contract to HET. We issued the first opinion in this matter on July 27, 2021 (the "2021 Board Opinion"). *AutoFlex Fleet, Inc. v. Montgomery Co. Bd. of Educ.*, MSBE Op. No. 21-40. In the 2021 Board Opinion, we did not find that the local board's decision was arbitrary, unreasonable, or illegal. *Id.* at 14. We incorporate by reference the facts set forth in the 2021 Board Opinion. Additional facts and determinations will be provided herein.

Appellant filed a petition for judicial review in the Circuit Court for Montgomery County. Appellant requested that the Circuit Court take judicial notice of certain matters that occurred after we issued the 2021 Board Opinion. The Circuit Court declined. It affirmed the decision of this Board. *AutoFlex, Inc. v. Montgomery Co. Bd. of Educ.*, Cir. Ct. Montgomery Co., Case No. 486843 (April 28, 2022).

Appellant then filed an appeal with the Appellate Court of Maryland ("Appellate Court"). Among other things, the Appellate Court held that the trial court had the authority to take judicial notice of certain facts outside of the original administrative record related to the local board's suspension and criminal investigations of two out of four individuals on the RFP evaluation

[1] Actual contract award was to a special purpose entity, HET MCPS, LLC. For purposes of this Opinion, "HET" will be used interchangeably to refer to both entities.

committee, that the local board's announcement of the personnel matter was *prima facie* relevant to Appellant's protest, and that the Appellate Court took judicial notice of the guilty pleas of the two individuals, supporting factual proffers, and convictions. *In the Matter of AutoFlex Fleet, Inc.*, 261 Md. App. 627 (2024). The Appellate Court remanded the matter for consideration of the protest in light of the pleas, proffers, and convictions. The Appellate Court set forth a roadmap for the remand, as follows:

> Such evidence bears on the core credibility and factual disputes central to AutoFlex's challenges to the HET Contract. *Patently, the Ewald and Watkins convictions and Proffers could impact a factfinder's view of AutoFlex's claims that MCPS showed favoritism toward HET based on its affiliation with ATB, that it made material mistakes in evaluating competing proposals, and that the Contract is tainted by an appearance of impropriety.*
>
> For example, when scoring the HET proposal higher than AutoFlex and two other competitors, *did Mr. Ewald or Mr. Watkins factor in their existing off-the-books account with HET's affiliate, ATB?* Did Mr. Ewald factor in his theft scheme from that account? Likewise, information relating to the roles played by Mr. Ewald and Mr. Watkins is relevant to AutoFlex's allegations that MCPS made material mistakes in evaluating its proposal, including using unannounced selection criteria, misinterpreting pricing proposals, and misreporting that AutoFlex is not a minority contractor.
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> …
>
> We conclude that the appropriate remedy for the circuit court's error is remanding to the MSBE with instructions to remand to the Local Board for administrative review of the augmented evidentiary record. Because the misconduct of Mr. Ewald and Mr. Watkins was discovered after the MSBE and the Local Board issued decisions on AutoFlex's challenges, neither the Local Board nor the MSBE has had an opportunity to consider what, if any, significance such evidence has for this procurement, the resulting HET Contract, and AutoFlex's challenges to it.
>
> Consequently, *the Contract must be reviewed in light of the adjudicated facts supporting the convictions of these DOT directors who were integrally involved in managing MCPS's bidding process, evaluating responding proposals, and awarding the Contract to an affiliate of the vendor they were exploiting. In particular, the Local Board and the MSBE may consider how these two officials impacted MCPS's award of the Contract to HET, including whether they unfairly manipulated MCPS's procurement proceedings by favoring HET, using undisclosed selection criteria, failing to consider or disclose AutoFlex's status as a disabled veteran contractor, or otherwise asserting pretextual reasons for selecting HET over other bidders. See* SG § 10-222(h)(1); COMAR 13.A.01.05.06.C. As MCPS acknowledged when publicly announcing the suspensions and investigation of its top two DOT managers, review of such finally-adjudicated facts will

> help in understanding whether and how their misconduct affected these procurement proceedings and in determining appropriate steps based upon such findings, the terms of the Contract, and applicable law.

Id. at 686, 688-89 (emphasis added with italics).

Following the mandate of the Appellate Court, we issued Order No. OR24-11 on June 25, 2024 directing the local board to conduct further proceedings consistent with the opinion of the Appellate Court. On December 20, 2024, the local board advised us that it had conducted an administrative review of the procurement matter. It submitted a letter dated December 18, 2024 from the local board President stating that "it found no evidence that the two Former Employees unfairly manipulated MCPS's proceedings or otherwise improperly influenced or impacted MCPS's award of the contract to HET." We determined the letter was insufficient because it was conclusory and lacked any specificity regarding the facts and issues considered and how the local board analyzed them to reach its decision. In response, we issued Order No. OR25-03 on February 25, 2025 and noted:

> Consequently, the local board must review the Contract in light of the adjudicated facts supporting the convictions of Ewald and Watkins who were integrally involved in managing MCPS's bidding process, evaluating responding proposals, and awarding the Contract to HET. In particular, *the Appellate Court listed factors to consider whether Ewald and Watkins impacted MCPS's award of the Contract to HET*. These factors include whether they unfairly manipulated the procurement proceedings by favoring HET, used undisclosed selection criteria, failed to consider or disclose AutoFlex's status as a disabled veteran contractor, or otherwise asserted pretextual reasons for selecting HET over other bidders. *Id.* at 686-687. *It is precisely these factors the State Board expected the local board to consider and decide so the State Board can consider whether these two officials impacted MCPS's award of the contract to HET.* The local board's December 18, 2024, letter is insufficient to show how the local board considered these factors and made its ruling for concluding that Ewald's and Watkins' conduct did not unfairly manipulate MCPS's procurement proceedings or otherwise improperly influence or impact MCPS's award of the contract to HET.

AutoFlex Fleet, Inc. v. Montgomery Cnty. Bd. of Educ., MSBE Order No. OR25-03 at 4 (emphasis added with italics).

On June 27, 2025, the local board submitted an investigative report that had been conducted by an outside examiner on June 5 and adopted by the local board on June 10 (the "Investigative Report"). On July 8, Appellant filed an opposition to the Investigative Report, which the Board treated as a new appeal for purposes of proceeding to a new decision of the

Board.[2] On July 30, the local board filed a motion to dismiss the appeal or, in the alternative, motion to strike the opposition statement of Appellant. On August 12, Appellant filed an opposition to the local board's motion. On August 25, the local board filed a response to the Appellant's opposition/appeal.

Additional Facts

The Investigative Report sets forth additional facts and analysis related to this matter. We will summarize some of the facts and analysis that we deem relevant to this Opinion. We also reference facts that the Appellate Court took judicial notice of, as well as facts that we take judicial notice of.

The local board received a total of four proposals in response to its RFP for the school bus electrification program: Appellant, HET, First Student, and Alpha Struxure. (Investigative Report, p. 10). The proposals were evaluated by four individuals, three of whom were local board employees at the time. They were: Todd Watkins, the Director of Transportation, Charles Ewald, the Assistant Director of Transportation, Shela Plank, an Energy Management Engineer, and David Ramsay, Director of Transportation for the Howard County Public School System.[3] (Investigative Report, p. 10). The local board has previously asserted that it was "the collective professional judgment of the RFP evaluation panel" that resulted in the selection of HET. (*See* 2021 Local Bd. Response, Ex. 10, pp. 1-2).

After the original opinion in this case, on November 16, 2021, the Washington Post reported that police were investigating financial improprieties in the local board's department of transportation. *See* 261 Md. App. at 692. Media reports indicated that the transportation officials who had been suspended and under criminal investigation were Mr. Ewald and Mr. Watkins. *Id.* The gist of the criminal investigation involved actions taken related to the contract with the diesel bus contractor, American Truck & Bus ("ATB"), a named subcontractor to HET. The ATB diesel bus contract had a structure for late charges, changes in pricing, and other contract reductions and reimbursements to the local board. 261 Md. App. at 654. (Investigative Report, p. 7). From 2016 through 2021, Mr. Watkins directed ATB to not return any money to the local board, contrary to the terms of the written contract between ATB and the local board. In compliance with that directive, ATB maintained an "off-the-books" accounting of funds.[4] Mr. Ewald conveyed to ATB that he had authority to direct disbursements of the "off-the-books" funds and directed ATB to make various payments, which ATB did. 261 Md. App. at 655-56. ATB issued checks to individuals totaling over $368,000. Of that amount, over $352,000 was found to have gone into Mr. Ewald's personal account. *Id.* at 654, 656. Mr. Watkins and Mr. Ewald deliberately violated the local board's financial and procurement protocols. *Id.* at 636. (*See* Investigative Report, p. 8). In doing so, they exploited ATB. 261 Md. App. at 685. For the

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[2] The Board agrees with the local board this is not a new appeal in the ordinary sense of an appeal. However, due to the passage of time and new information provided by the local board, it was structured as such to allow each side an opportunity to be heard regarding information set forth in the Investigative Report.

[3] Nowhere in the record are there any allegations of wrongdoing by Mr. Ramsay or Ms. Plank.

[4] There is no allegation that ATB engaged in any criminal conduct related to the investigations involving Mr. Ewald and Mr. Watkins.

electric bus procurement, both Mr. Watkins and Mr. Ewald were in positions to influence the procurement proceedings and, ultimately, the contract award. *Id.* at 686.

On May 18, 2023, Mr. Ewald pleaded guilty to one felony count of theft scheme and two counts of misdemeanor conduct in office. In accordance with the plea agreement, Mr. Ewald supported a proffer of how he used his position with the local board to misdirect payments from ATB to himself, in violation of the local board procurement policies. 261 Md. App. at 693. (*See* Investigative Report, p. 7). Mr. Ewald was able to steal over $320,000. 261 Md. App. at 694. (*See* Investigative Report, p. 8).

On June 30, 2023, Mr. Watkins, who had been Mr. Ewald's supervisor, pleaded guilty to one misdemeanor count of misconduct in office. 261 Md. App. at 694. This was predicated on his failure to properly manage the ATB contract, which allowed Mr. Ewald to steal over $320,000 by exploiting his relationship with ATB to misdirect payments from the "off-the-books" account. *Id.* at 659. The local board notes that none of the accusations against Mr. Watkins include any allegations that he stole any money from the local board or personally benefitted from the theft scheme. (Investigative Report, p. 9). "Rather, [Mr.] Watkins circumvented MCPS procurement protocols and terms in the ATB contract by arranging with ATB that it hold onto late fees and change fee reimbursements rather than returning the money to MCPS and it was that deviation from protocols that enabled [Mr.] Ewald to misdirect payments for his personal benefit." (Investigative Report, p. 9). The local board also noted that Mr. Watkins "circumvented the MCPS procurement protocols and terms in the ATB contract" and that he "avoided all the checks and verification steps MCPS uses to ensure that purchases are legitimate." (Investigative Report, p. 9).

In conducting the investigation pursuant to the remand, the investigator noted that his investigation and report focused "solely on the Appellate Court's concern with whether or not Watkins and/or Ewald manipulated or influenced the bid and award process to steer the contract to HET and away from AutoFlex." (Investigative Report, p. 7).

In conducting the investigation, the local board investigator spoke with only one of the four evaluators, Mr. Ramsay. (Investigative Report, p. 10). Mr. Ramsay generally indicated to the investigator that he reviewed proposals without any participation or input from anyone else, including the other evaluators. (Investigative Report, p. 11). He recalled one, possibly two, virtual meetings with the other evaluators after he had completed his scoring sheet. (Investigative Report, p. 11). These meetings took place after Mr. Ramsay had completed his evaluation. (Investigative Report, Affidavit of David Ramsay, ¶ 8). There was no indication as to what the evaluators discussed at the virtual meetings if evaluations had, in fact, been completed. (*See* Investigative Report, p. 11). According to Mr. Ramsay, he did not observe Mr. Ewald or Watkins showing any favoritism toward any vendor and he did not observe them attempting to influence or steer the contract to any particular vendor. (Investigative Report, p. 12).

The local board investigator stated he could not reach Ms. Plank and that she had moved out of the area. (Investigative Report, p. 10). The investigator stated that Mr. Watkins declined to be interviewed. (Investigative Report, p. 10). The investigator noted that based upon Mr. Watkins' pleas and other court proceedings, there "was no mention … that any of his unlawful

conduct had any connection to HET, AutoFlex or the electrification program solicitation." (Investigative Report, p. 9).

Based on the Investigative Report, the investigator apparently made no attempt to speak with Mr. Ewald. (*See* Investigative Report, p. 10). The investigator noted that based upon Mr. Ewald's pleas and other court proceedings, there "was no indication … that any of his unlawful conduct had any connection to HET, AutoFlex or the electrification program solicitation." (Investigative Report, p. 8). Further, despite being directed to consider Mr. Ewald's role in the procurement evaluation process, the local board's investigator ignored Mr. Ewald's role as one of four members of the evaluation committee.

The Investigative Report included some of the scoring sheets, as well as the final scores of Mr. Watkins, Ms. Plank, and Mr. Ramsay. For reasons best known to the local board, no scoring sheets or scores from Mr. Ewald were provided with the report and no reason was provided as to why the scores and scoring sheets of Mr. Ewald were omitted, despite the local board having been directed to consider the impact of both Mr. Watkins and Mr. Ewald on the evaluation of proposals. (*See* Investigative Report, p. 7 noting that the examination focused solely on "whether or not Watkins and/or Ewald manipulated or influenced the bid and award process to steer the contract to HET and away from AutoFlex."). This Board is left with the presumption that Mr. Ewald's scores and score sheets were not maintained by the local board, despite pending litigation, or that Mr. Ewald's scores heavily favored HET.

The evaluation scores noted in the Investigative Report for three of the evaluators were as follows:

Vendor Name	**Ramsay Score / Ranking**	**Plank Score / Ranking**	**Watkins Score**	**Total Score (Ranking)**
HET	87 (1)	79 (3)	79 (1)	245 (1)
First Student	84 (2)	89 (2)	58 (2)	231 (2)
AutoFlex	71 (3)	69 (4)	40 (4)	180 (4)
AlphaStruxure	66 (4)	99 (1)	50 (3)	215 (3)

(Investigative Report, p. 13). Mr. Ramsay's score sheets for First Student and AlphaStruxure were not included in the Investigative Report, though they were provided by the local board in 2021 as part of the local board record. Mr. Watkins' score sheet for AlphaStruxure provided with the Investigative Report was different than the score sheet previously provided by the local board as part of the local board record. In the original score sheet provided to this Board, Mr. Watkins did not give a score to AlphaStruxure and noted "Proposal rejected as non-responsive. Proposed bus does not meet Maryland specifications." The local board did not address the discrepancy in its own documents provided to this Board.

There are also discrepancies between the scoring table provided in the Investigative Report and the score sheets of Ms. Plank. The score sheets of Ms. Plank provided in the Investigative Report indicate that her scores were all 5 points lower than listed in the body of the report, with scores as follows: HET – 74; First Student – 84; AutoFlex – 64; and AlphaStruxure – 94. It appears that Ms. Plank listed no scores for "references," for which a vendor could receive

a total of 10 points. For references, Ms. Plank wrote "Unknown" for all offerors. Mr. Watkins and Mr. Ramsay included scores for "references" on the score sheets provided.

Mr. Ramsay's scores for his first (HET) and second (First Student) choices were close, with a 3% difference between the top two offerors. Ms. Plank's scores for her first (AlphaStruxure) and second (First Student) choices had a 10% difference between the top two offerors, which did not include HET. Mr. Watkins' scores for his first (HET) and second (First Student) choices had a far greater score difference, of over 26%, in favor of HET. If only the scores of Mr. Ramsay and Ms. Plank were considered, the final, total scores and rankings would be:

Vendor Name	**Ramsay and Plank Combined Scores / Rankings**
HET	166 (2)
First Student	173 (1)
AutoFlex	140 (4)
AlphaStruxure	165 (3)

In other words, by considering only the scores of the two members of the evaluation team without a known history of intentionally circumventing local board procurement processes, HET would not have won the competition.

The Appellate Court noted that the selected offeror, HET, had named ATB as a subcontractor and that the two companies were in some way affiliated. *See* 261 Md. App. at 636. The companies initially shared an address for their resident agent and principal office of 195 Defense Highway in Annapolis. At some point, HET changed its resident agent information, but was apparently still operating out of that address as of January 2025 based upon the local board's letter to HET partially terminating the contract at issue.[5] The local board's Investigative Report cited to Federal Court filings in a case involving HET and AutoFlex in which HET's counsel proffered that HET and ATB are not "affiliates" under law. (Investigative Report, p. 16). Whether or not HET and ATB are legal affiliates, the shared office address indicates some type of an affiliation or close relationship between those parties. This is further evidenced by certain statements in the HET response to the RFP related to ATB that appear to be more significant following the convictions of Mr. Ewald and Mr. Watkins.

In its proposal, HET does not name ATB as merely a supplier or subcontractor. Instead, it refers to it as a partner and integral part of its multi-member team. (*See, e.g.*, HET Proposal, pp. 1-2, 13). While AutoFlex included a price quotation from ATB in its proposal, there is no evidence of any type of an affiliation, shared business address, or close relationship between those parties.

[5] Information in the Maryland State Department of Assessments and Taxation database is public information, and this Board takes notice of that public information. Further, the letter partially terminating the current contract with HET, using the address of 195 Defense Highway, is a public document that has been circulated through various media sources. The Board takes notice of that public information.

In addition, HET provided six references in its proposal, with five related to work performed by HET or a legal affiliate. One reference was given related to work performed by ATB. No references were provided for any other subcontractors or partners composing the HET team. The reference provided for ATB was Mr. Watkins. In the narrative about the reference HET stated, "He [i.e., Mr. Watkins] has been buying TBB vehicles from [ATB] for over 20 years. The maintenance model in this contract *mirrors this current relationship* between [ATB] and MCPS." (HET Proposal, p. 14) (emphasis added with italics). In hindsight and with knowledge of the intentional circumvention of procurement and financial processes by Mr. Ewald and Mr. Watkins, it is possible that this reference and statement could have been interpreted by those individuals as meaning that the current relationship related to "off-the-books" accounting or similar would continue.

STANDARD OF REVIEW

In cases involving a local board's policy, or a controversy or dispute regarding the local board's rules and regulations, the local board's decision is considered *prima facie* correct. The State Board may not substitute its judgment for that of the local board unless the decision was arbitrary, unreasonable, or illegal. COMAR 13A.01.05.06A. *See also Bates Trucking and Trash Removal, Inc. v. Montgomery Cnty. Bd. of Educ.* MSBE Op. No. 06-15 (2006) (State Board review of Montgomery County Board of Education contract award under arbitrary, unreasonable or illegal standard). Appellant has the burden of proving its case by a preponderance of the evidence. COMAR 13A.01.05.06D.

LEGAL ANALYSIS

Local Board's Motion

After receiving the local board's Investigative Report, Appellant filed an opposition, which we docketed as a new appeal for purposes of allowing the parties to set forth additional arguments based upon the additional facts provided by the local board. The local board asserts three arguments in its motion: 1) Appellant's opposition is not a new appeal and should be dismissed; 2) Appellant's response to the new facts presented by the local board are not allowed under the terms of the remand; and 3) Appellant attempts to introduce new evidence and new issues without the Board's permission.

While we agree that in strict terms, this is not a new appeal before this Board, we did have this docketed as an appeal to give both parties the opportunity to respond to the new facts and additional evidence provided by the local board in response to remand instructions. This was necessitated by fairness and due process considerations. The local board's motion is denied.

Merits

We have previously noted that the procurement of bus services is a matter of local concern, controlled by local board policy and regulations. *Chesapeake Charter, Inc. v. Anne Arundel Co. Bd. of Educ.*, 358 Md. 129 (2000). Applicable policies and regulations were referenced in our 2021 Board Opinion, including the Montgomery County Public Schools Procurement Manual. (2021 Local Board Response, MCPS Procurement Manual, Ex. 4).

In any government procurement system, the purpose of the public procurement rules are to ensure fairness among competitors, maximize the competition, and provide the best value to the government agency spending taxpayer funds. (*See* 2021 Local Board Response, MCPS Procurement Manual, Ex. 4, § 2). Procurements are to be conducted in a fair and impartial manner, with the avoidance of even an appearance of impropriety. (*See* 2021 Local Board Response, MCPS Procurement Manual, Ex. 4, § 2). The purpose of avoiding even an appearance of impropriety is to protect the public's confidence in the procurement system, such that competitors are treated fairly and taxpayer funds are being spent appropriately and without favoritism toward or against any particular offeror. The local board agrees that the purpose of its procurement system "is to serve the State's public policies and taxpayers." (2021 Local Board Response, p. 2).

This Board does not serve as a type of super evaluation committee, revisiting the evaluation committee's necessarily subjective scoring or reviewing in minute detail every aspect of a procurement decision. *See Caremark PCS*, MSBCA Docket Nos. 2544, 2548, & 2565 at pp. 50-51 (Mar. 8, 2007).[6] We may overturn a procurement determination only if the local board acts arbitrarily, unreasonably, or fails to follow a legal requirement in making that award. We do not attempt to re-evaluate or second guess the evaluation of proposals but will determine whether or a not a reasonable basis exists for the conclusions reached. *See Eisner Communs., Inc.*, MSBCA Docket Nos. 2438, 2442, & 2445 at p. 19-21 (Mar. 11, 2005).

Here, two out of four members of the RFP evaluation committee were local board employees who were convicted for actions involving violations of local board procurement and financial protocols, in a scheme that involved ATB, a named subcontractor/partner/integral team member to HET with which HET shared business offices through at least January 31, 2025 (*i.e.*, the date of the local board letter partially terminating the HET contract for convenience). At a minimum, the participation of these individuals in the electric bus procurement process created an appearance of impropriety regarding the recommendation of award to an entity that proposed as an integral team member the very bus contractor they were exploiting and had exploited for years. This would have necessarily affected the ability of Mr. Ewald and Mr. Watkins to act with integrity, impartiality, without favoritism, and without a conflict of interest.

The participation of these individuals tainted the bus procurement evaluation process, such that no one can know what the outcome of the evaluation process would have been. In other words, no one can know the "real" scores and real winner of the competition had this taint not existed. *See Yellow Transportation*, MSBCA Docket Nos. 2374, 2380, 2381, 2382, & 2389 at p. 29 (Apr. 9, 2004) (noting that the taint of two out of six evaluation committee members made it impossible to know what the outcome of the evaluation process would have been had the taint not existed). However, the scores of Mr. Ramsay and Ms. Plank, who have been accused of no

[6] The Maryland State Board of Contract Appeals ("MSBCA") decides disputes involving State procurement law and regulations. While local boards are not subject to State procurement laws, the decisions of the MSBCA on procurement matters are persuasive when opining on general procurement concepts relevant to procurement by local boards. We cite MSBCA decisions herein for such persuasive authority, consistent with our deferential review of local board procurement decisions.

wrongdoing whatsoever, are instructive – if their scores alone had been used, HET did not win the competition. The award to HET was unreasonable, arbitrary, and in violation of the local board's own Procurement Manual.

There is no additional evidence before this Board suggesting that undisclosed evaluation criteria were considered by Mr. Ramsay or Ms. Plank. Further, there is no additional evidence that there was intentional failure of the local board to consider or disclose AutoFlex's socioeconomic status a minority, small, or service-disabled veteran-owned small business

CONCLUSION

For all of these reasons, we find that the local board's decision was arbitrary, unreasonable, and illegal. Accordingly, we reverse the decision upholding the award of the contract to HET.

Joshua L. Michael
President

Monica Goldson
Vice-President

James Bell

Chet Chesterfield

Nick Greer

Irma Johnson

Marcy Leonard

Kim Lewis

Xiomara Medina

Absent:
Chuen-Chin Bianca Chang
Kenny Clash
Samir Paul

November 4, 2025