



## **Request for Proposals ("RFP")**

### **Architectural Services - RFP # 2026 - Arch 01**

#### **2026 Bond Program**

|                             |                                                                                                                                                                                                                    |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Proposals Due:</b>       | <b>Not later than 2 P.M. PST, November 23th, 2026<br/>Late proposals will not be accepted or considered.</b>                                                                                                       |
| <b>Submit Proposals to:</b> | <b>4901 SE Witch Hazel Road, Hillsboro, OR, 97129</b>                                                                                                                                                              |
| <b>Direct Questions to:</b> | <b>Procurement Contact: John Abel</b><br>Email: <a href="mailto:johna@cornerstonemgi.com">johna@cornerstonemgi.com</a><br>Phone: 503-705-4640<br><b>Deadline for Questions/Solicitation Protests: 11/5/26, 5pm</b> |

**Pre-Qualification:** *Not Required*

#### **Pre-Proposal Conference:**

A pre-proposal Conference will be held on October 29th, 2026 at 8am in the HSD Facilities Office Warehouse, located at 4901 SE Witch Hazel Road, Hillsboro, OR, 97129. Attendance is mandatory. The Hillsboro School District (the "District") conducts such meetings in order to clarify information provided in the RFP and to provide interested Proposers an opportunity to ask questions about the RFP. Statements made by the District's representatives at the conference are not binding on the District unless confirmed by written addendum.

#### **RFP Availability:**

This RFP is available electronically on the District's Requests for Proposals/Proposals webpage: <https://www.hsd.k12.or.us/departments/budget-and-finance/request-for-quotation-proposal>.

## **Proposal Opening:**

Proposals will be received, opened and distributed to the selection committee on the date proposals are due.

## **Proposal Documents:**

**RFP for 2026 Bond Architectural Services**

**Attachment A: Form of Proposed Contract**

**Attachment B: Proposer Information Form/Certifications**

**Attachment C: Certification Statement for Corporation or Independent Contractor**

**Attachment D: Workers' Compensation Exemption Certificate**

**Attachment E: Affidavit of Non-Collusion**

**Attachment F: References**

**Attachment G: Architectural Scope of Services**

## **1. Introduction**

The District seeks written proposals from qualified consultants able to provide Architectural Services. The District will screen and select Proposers as provided in ORS 279C.120. The District intends to **award to multiple Architectural Firms** for the purpose of creating a pool from which to draw for various bond projects as a result of this RFP. The contract term will be 4 years with options to renew for an additional one-year term. Note: This RFP is for the selection of Architectural Firms only, and sub-consultants are not part of the selection process. These selections will be made during Contract negotiations with review and approval of the Owner.

### **1.1 About the District**

The Hillsboro School District Requests proposals from qualified firms for the architectural services associated with general building construction projects as assigned by the District. The District will be issuing an approximately \$430 million bond measure to vote in the November 03, 2026 election.

### **1.2 About the Bond Projects**

The scope of this bond includes projects in six main program areas:

- buildings and systems (e.g. roofing, HVAC, lighting)
- safety and security (e.g. doors and locks, fencing, cameras)

- technology and cybersecurity (e.g. student and staff devices, servers, routers, firewalls, audio/visual equipment)
- Career and College Pathways (e.g. renovation of middle school career exploration areas, construction of pole barn/modular building for fire science program)
- extracurriculars (e.g. track resurfacing, lighted turf fields, auditorium renovations)
- other needed projects (e.g. school kitchen remodels, bus purchases, print shop equipment installation).

Bond work will be spread across four to five years (2027 to 2030 or 2031) to maximize availability of contractors and the clustering of like-projects, while minimizing both cost and disruption to schools.

Some, but not all, of these Bond projects will require architectural services.

### 1.3 Timelines / Deadlines

| ACTIVITY                                                               | DATE     |
|------------------------------------------------------------------------|----------|
| Issuance of Request for Proposal                                       | 10/23/26 |
| Mandatory Pre-Proposal Meeting                                         | 10/29/26 |
| Deadline for Questions/Clarifications/Requests for Change/RFP Protests | 11/5/26  |
| Final Addenda Issued                                                   | 11/9/26  |
| Deadline to Withdraw from RFP Process                                  | 11/23/26 |
| Deadline for Submission of Proposal                                    | 11/23/26 |
| Initial Evaluation of Proposal                                         | 11/25/26 |
| Interviews                                                             | 12/4/26  |
| Notice of Intent to Award                                              | 12/8/26  |
| Deadline for Filing Protest of Award                                   | 12/15/26 |
| Board Approval                                                         | 1/26/27  |
| Anticipated Notice to Proceed                                          | 1/27/27  |
| Anticipated Contract Kickoff                                           | 2/3/27   |

The District reserves the right to deviate from this schedule.

### 1.4 RFP Clarifications and Protests; Addenda

#### (a) Informal Questions or Requests for Clarification

Any Proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the

preferred form of written communication. The deadline for submitting such questions is set forth in Section 1.3.

(b) **Request for Change or Protest of Solicitation or Contract Documents**

Any Proposer wishing to protest this RFP or request a change of any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests to:

John Abel - Cornerstone Management Group

Email: [johna@cornerstonemgi.com](mailto:johna@cornerstonemgi.com)

The deadline for submitting such protests is set forth in Section 1.3.

(c) **Content of Solicitation Protest/Request for Clarification**

The prospective Proposers written request for clarification or protest of the RFP must include all of the following and otherwise comply with OAR 137-048-0240(1):

- (i) Sufficient information to identify the solicitation that is the subject of the protest or request;
- (ii) The reasons for the protest or request, including any grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, or is legally flawed;
- (iii) Evidence or supporting documentation that supports the grounds on which the protest is based; and
- (iv) A statement of the desired changes to the procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest or request.

(d) **Addenda**

If the District determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum, and notified via email to attendees from the Mandatory Pre-Proposal meeting.

Addenda will have the same binding effect as though contained in this RFP. The Procurement Contract will issue all addenda. Unless otherwise specified within an addendum, the District's issuance of addenda will not extend the proposal due date and time. Minor clerical errors related to or

within addenda issued by the District, including clerical errors in an addendum's numbering or title, do not remove the responsibility of the Proposer to acknowledge all addenda. If there are any questions related to the contents of the addenda, or how to interpret them, it is the responsibility of the Proposer to elevate those concerns for the District's consideration.

Statements made by the District's representatives are not binding on the District unless confirmed by a written addendum.

(e) **Extension of Closing**

The District may extend the proposal due date and time set forth in Section 1.3 for any reason, including if it determines an extension is necessary to consider and respond to a properly filed protest under this Section 1.4.

**2. Scope of Work** The Scope of Work will include:

- 2.1** See Attachment G - Scope of Work for Architectural Services for the 2026 Bond Program projects

**3. Proposal Format, Content, and Submission**

**3.1 Proposal Format**

District proposal standards:

- (a) Proposal includes a one-page cover letter as the first page of the proposal.
- (b) Proposal includes Attachments B, C, D, E, and F.
- (c) Proposal addresses all Evaluation Criteria in the order presented in Section 3.4.
- (d) Proposal may not exceed 20 pages in length, not including reports, resumes, cover letters, and similar attachments.
- (e) Proposal is printed double-sided, when possible. Double-sided sheets are considered equal to two pages.
- (f) Proposal is prepared simply and economically, and is comprised of recyclable and, ideally, recycled materials. Proposal is to be bound vs stapled.

Please do not include sales or promotional materials as part of the proposal, unless requested.

### **3.2 Attachments: Proposer Certifications and Representations**

One original proposal shall include a completed Attachments B, C, D, E, and F, signed in ink or indelible pencil. An electronic signature will not be accepted in lieu of an original handwritten signature.

Each additional proposal copy will include a completed Attachments B, C, D, E, and F, signed electronically. Acceptable forms of electronic signature include a scanned copy of a handwritten signature on each respective Attachment form or a signature made on each Attachment form using Adobe's Fill and Sign Digital Signature.

### **3.3 Proposal Content**

Proposals must provide all information requested and required under this RFP. Proposals that do not provide all such information may be rejected as non-responsive.

### **3.4 Proposal Responses to Evaluation Criteria**

Each proposal must address each of the following Evaluation Criteria completely, and in the order provided:

| <b>Written Evaluation Criteria – Proposal Phase 1</b> |                                     |
|-------------------------------------------------------|-------------------------------------|
| <b>Capabilities and Approach</b>                      | <b>Maximum Points Available: 20</b> |
| <b>Key Personnel and Qualified Staff</b>              | <b>Maximum Points Available: 20</b> |
| <b>Approach to Design Schedule and Meeting Budget</b> | <b>Maximum Points Available: 25</b> |
| <b>COVID and Local Experience</b>                     | <b>Maximum Points Available: 10</b> |
| <b>References and Past Experience</b>                 | <b>Maximum Points Available: 25</b> |
|                                                       | <b>Total Points Available: 100</b>  |
| <b>Interview Evaluation Criteria</b>                  |                                     |

|                                                                         |                                     |
|-------------------------------------------------------------------------|-------------------------------------|
| Proposed Key Staff and Staff Experience; Staff Capacity, Subcontracting | <b>Maximum Points Available: 25</b> |
| Design Philosophy and Approach                                          | <b>Maximum Points Available: 25</b> |
| Previous Experience with similar Projects                               | <b>Maximum Points Available: 25</b> |
| Proven ability to meet Design Schedule and Project Budget               | <b>Maximum Points Available: 25</b> |
|                                                                         | <b>Total Points Available: 100</b>  |

### 3.5 Proposal Submission

Provide one hard copy original proposal, 6 additional hard copies (one per evaluator), and 1 electronic copy on thumb drive. Deliver hard copies to:

Hillsboro School District 1J

Attn: John Abel - Cornerstone Management Group

4901 SE Witch Hazel Road, Hillsboro, OR, 97129

Proposals are due no later than the due date and time as set forth in Section 1.3 to the Procurement Contact and at the location set forth on page 1 of this RFP.

It is the Proposer's sole responsibility to ensure that its proposal is delivered and time-stamped, as the required location, prior to the due date and time set forth in Section 1.3 of this RFP.

Proposals not time-stamped at the required location by the due date and time will be considered late. The District will reject all late proposals.

Proposals will be submitted in a sealed envelope, or box, with the following information provided on the outside of the package:

- (a) RFP Title.
- (b) RFP number.
- (c) Proposer name.

- (d) Proposer address.

Proposers assume the risk of premature disclosure of any proposal submission due to submission in an unsecure form.

### **3.6 Proposal Withdrawal**

A proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and received by the District prior to the deadline to withdraw from the proposal process set forth in Section 1.3 above.

### **3.7 Confidential Information**

The District is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the District to disclose all records generated or received in the transaction of District business, except as expressly exempted under ORS 192.338 to 192.355, or other applicable law.

Pursuant to ORS 279C.107, the District need not open proposals for public inspection until after execution of the contract(s) awarded under this section. Thereafter, the District will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer must mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

- (a) Such pages must be clearly marked "Confidential" on each page of the confidential document.
- (b) Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to the District in a separate envelope or package.
- (c) In its proposal, Proposer must cite the specific statutory exemption in Oregon Public Records Law exempting such pages from disclosure.
- (d) Subsections (a) and (b) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.
- (e) Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the District will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (b) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the District reserves the right to disclose information that the District determines, in its sole discretion, is not exempt from disclosure or that the District is directed to disclose by the Washington County District Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the District will make reasonable attempts to notify the Proposer of the pending disclosure.

#### **4. Proposal Evaluation and Award**

##### **4.1 Clarification of Responses**

In the event that one or more proposals are in need of clarification, the District will request such clarification in writing and will afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

##### **4.2 Site Visits/Informational Activities**

At any point before or after the opening of proposals, the District may conduct site visits, demonstrations, informational and group activities with Proposers for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation documents or to consider and respond to requests for modifications to the proposal requirements. The District will use procedures designed to accord Proposers fair and equal treatment with respect to any opportunity for discussion and revisions of proposals.

##### **4.3 Proposal Evaluation**

The evaluation process of this RFP will be comprised of a

- A written proposal.
- Interviews (should the District determine they are required).

An Evaluation Committee, consisting of not less than 4 individuals, will evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The District may assign certain evaluators specific Evaluation Criteria, in alignment with the evaluator's expertise.

##### **(a) Written Proposal Evaluation – Proposal Phase 1**

- (i) Each evaluator will independently score proposals in accordance with the Evaluation Criteria.
- (ii) The District will average the written proposal scores per category and then sum the category averages for a total written evaluation score for each proposal.

**(b) Invitation for Interview**

- (i) After scoring the written proposals under Section 4.3(a) of this RFP, the Evaluation Committee may conduct interviews with four or more of the top-ranked Proposers if the Evaluation Committee determines that interviews are necessary or desirable in its sole determination.
- (ii) The number of Proposers selected for interviews may be changed at the sole discretion of the Evaluation Committee.
- (i) Proposers selected for interviews will be notified by the Evaluation Committee at least 2 business days in advance of the interview date.
- (iii) No additions, deletions, or substitutions may be made to proposals during the interviews/presentations that cannot be viewed as clarification.

**(c) Interview Evaluation**

- (i) Each evaluator will score the interview Evaluation Criteria.
- (ii) The District will average the interview scores per category and then will sum the category averages for a total interview evaluation score for each proposal.
- (iii) The District will sum the written evaluation score and the total interview evaluation score to achieve a total score per Proposer.

**(a) References**

The District reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

**1.2 Notification of Intent to Award**

The District will notify Proposers of its Intent to Award by email.

### **1.3 Negotiation**

- (a) After the District has issued the Notice of Intent to Award, the District will commence serial negotiations with the highest-ranked eligible Proposer(s).
- (b) At any time during negotiations, the District may terminate negotiations with the highest-ranked Proposer(s), or the eligible Proposer(s) with whom it is currently negotiating if the District believes that:
  - (i) The eligible Proposer(s) is not negotiating in good faith; or
  - (ii) Further negotiations or negotiations with the eligible Proposer(s) will not result in the parties agreeing to the terms and conditions of a final contract in a timely manner.
- (c) If the District terminates negotiations with an eligible Proposer, the District may then commence negotiations with the next highest-ranked eligible Proposer.
- (d) The District reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the District, including a maximum compensation level that the District alone determines is fair and reasonable.

### **1.4 Award of Contract**

If the District awards a contract (or multiple contracts) pursuant to this RFP, it will award a contract to the responsible Proposer(s) whose proposal(s) the District determines in writing is the most advantageous to the District based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

## **2. Solicitation Terms and Conditions; Protest of Award**

### **2.1 District Right to Cancel Solicitation**

The District reserves the right to cancel this RFP at any time or to reject any and all proposals, if the District determines that doing so is in the public interest.

### **2.2 Proposer Cost of Response Preparation**

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The District is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

### **2.3 Submitted Materials are District Property**

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of the District and will not be returned to Proposers.

### **2.4 Additional District Reservations**

The District reserves the right to reject all proposals, to reject any proposal not in compliance with all prescribed procedures and requirements, to waive any or all irregularities in proposals submitted, and to award any or all items or services contained in a proposal.

### **2.5 Proposal Validity**

Proposals will remain valid for a period of 75 days following the proposal submission deadline.

### **2.6 Sufficient Information.**

All Proposers represent and warrant that by responding to this RFP, they have been sufficiently informed in all matters relating to the performance of services solicited under this RFP and its attachments. Prior to submitting a proposal, all Proposers will make a careful examination of this RFP and its provisions, including but not limited to all terms and conditions and specifications. Failure to take these precautions will not release a Proposer from performing the services solicited under this RFP in strict accordance with the terms of any contract awarded as a result of this RFP.

### **2.7 Protests**

#### **(a) Protest of Contract Award**

A Proposer may protest the Intent to Award a contract in accordance with OAR 137-048-0240(2), provided:

- (i) The Proposer is adversely affected because the Proposer is the highest ranked Proposer because:
  - (1) All higher-ranked proposals (or, in the event multiple contracts are awarded, a sufficient number of proposals) are non-responsive or failed to meet the requirements of this RFP, or
  - (2) all higher-ranked Proposers (or, in the event multiple contracts are awarded, a sufficient number of Proposers) are not qualified to perform the services required under this RFP.

- (ii) Address protest to:

PROTEST OF AWARD: RFP#2026-Arch 01

**Procurement Contact: John Abel**

Email: johna@cornerstonemgi.com

- (iii) All protests of Award must be in writing and received by the Procurement Contact no later than 2:00 p.m. on the deadline for submitting such protests set forth in Section 1.3.
  - (iv) Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.
  - (v) Protests not filed within the time specified in Section 5.7(a)(iii) above, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based, will be dismissed. An issue that could have been raised by request for clarification or protest of the solicitation is not a ground for protest of award.
- (b) The District will resolve all protests in accordance with OAR 137-048-0240(3).

### **3. Contract Terms and Conditions**

#### **3.1 Contract Award and Term**

The District will determine the number of contracts to be awarded at the time of contract award.

#### **3.2 District Contract**

Proposers are advised to thoroughly review and familiarize themselves with the District sample standard contract incorporated as Attachment A, including its insurance requirements.

The successful Proposer will be invited to enter into a contract in substantially the form attached hereto as Attachment A.

Any contract resulting from this RFP will be based on the RFP documents and in compliance with the District Public Contracting Rules and the Public Contracting Code.

### **3.3 Insurance**

Proposers are advised to carefully review the insurance requirements in the sample contract incorporated as Attachment A. Proposer will promptly provide Certificates of Insurance at the District's request.

**ATTACHMENT A**  
**SAMPLE CONTRACT**

**ATTACHMENT B**  
**PROPOSER CERTIFICATIONS AND REPRESENTATIONS**  
**ARCHITECTURAL SERVICES - 2026 HSD BOND PROGRAM**  
**PROPOSAL FORM**

Legal Name of Proposer:

Mailing Address:

The Proposer certifies and agrees:

- The Proposer has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment, as well as, the technical and financial ability necessary to complete and execute all services in a sound and suitable manner for the use specified and intended.
- The Proposer agrees to execute a contract in substantially the same form as Attachment A within thirty (30) days from date of Notice of Intent to Award.
- The Proposer acknowledges that the signer on this proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The Proposer will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal.
- The Proposer certifies that Proposer is registered with the Oregon State Board of Architect Examiners (OSBAE)

Registration Number

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:**

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received:    1    2    3    4    5    6

Date if not applicable or no addenda were received: \_\_\_\_\_

The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business in awarding a subcontract.

As required by ORS 279B.045, the Proposer represents and warrants that the Proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The Proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

Authorized Signature: \_\_\_\_\_ Authorized Title: \_\_\_\_\_

Authorized Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

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

## ATTACHMENT C

### CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

*(NOTE: Consultant Must Complete A or B below. For purposes of this Attachment C,  
"Consultant" refers to Proposer)*

#### A. CONSULTANT IS A CORPORATION, LIMITED LIABILITY COMPANY, OR A PARTNERSHIP

I certify under penalty of perjury that Consultant is a [check one]: ☐ Corporation ☐ Limited Liability Company ☐ Partnership authorized to do business in the State of Oregon.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### B. CONSULTANT IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Consultant certifies under penalty of perjury that the following statements are true:

1. If Consultant is providing labor or services under this Contract for which registration is required under ORS Chapter 671, Consultant has registered as required by law, **and**
2. If Consultant performed labor or services as an independent contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

**NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.**

- ☐ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.
- ☐ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.
- ☐ C. My business telephone listing is separate from my personal residence telephone listing.
- ☐ D. I perform labor or services only underwritten by contracts.
- ☐ E. Each year I perform labor or services for at least two different persons or entities.
- ☐ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## ATTACHMENT D

### WORKERS' COMPENSATION EXEMPTION CERTIFICATE

*(To be used only when Consultant claims to be exempt from Workers' Compensation coverage requirements. For purposes of this Attachment D, "Consultant" refers to Proposer.)*

Consultant is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

☐ **SOLE PROPRIETOR**

- Consultant is a sole proprietor, and
- Consultant has no employees, and
- Consultant will not hire employees to perform this Contract.

☐ **CORPORATION - FOR PROFIT**

- Consultant's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation, and
- All services will be performed by the officers and directors; Consultant will not hire other employees to perform this Contract.

☐ **CORPORATION - NONPROFIT**

- Consultant's business is incorporated as a nonprofit corporation, and
- Consultant has no employees; all work is performed by volunteers, and
- Consultant will not hire employees to perform this Contract.

☐ **PARTNERSHIP**

- Consultant is a partnership, and
- Consultant has no employees, and
- All services will be performed by the partners; Consultant will not hire employees to perform this Agreement, and
- Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.\*\*

☐ **LIMITED LIABILITY COMPANY**

- Consultant is a limited liability company, and
- Consultant has no employees, and
- All services will be performed by the members; Consultant will not hire employees to perform this Agreement, and
- If Consultant has more than one member, Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.\*\*

*\*NOTE: Under OAR 436-50-050, a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.*

*\*\*NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.*

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Title

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**AFFIDAVIT OF NON-COLLUSION**

STATE OF OREGON

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_  
(name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners,  
directors, and officers.

I state that:

- (1) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (2) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- (3) (name of firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that \_\_\_\_\_ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Hillsboro School District in awarding the contracts(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Hillsboro School District of the true facts relating to the submission of proposals for this RFP.

\_\_\_\_\_  
Authorized Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Title

\_\_\_\_\_  
Date

**ATTACHMENT F**  
**REFERENCES**

| ITEM                    | Reference 1 | Reference 2 |
|-------------------------|-------------|-------------|
| A. Name                 |             |             |
| B. Business or Employer |             |             |
| C. Telephone            | (     )     | (     )     |
| D. E-Mail Address       |             |             |
| ITEM                    | Reference 3 | Reference 4 |
| A. Name                 |             |             |
| B. Business or Employer |             |             |
| C. Telephone            | (     )     | (     )     |
| D. E-Mail Address       |             |             |
| ITEM                    | Reference 5 | Reference 6 |
| A. Name                 |             |             |
| B. Business or Employer |             |             |
| C. Telephone            | (     )     | (     )     |
| D. E-Mail Address       |             |             |

Has your company ever been declared in breach of any contract for unperformed or negligent services?

☐Yes ☐No

If YES, explain.

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? ☐Yes ☐No

If YES, explain.

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty? ☐Yes ☐No

If YES, explain.

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? ☐Yes ☐No

If YES, explain.

Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? ☐Yes ☐No

If YES, explain.