



METRO

PEOPLE PLACES
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**REQUEST FOR PROPOSALS
METRO**

PROCUREMENT SERVICES

600 N.E. Grand Avenue
PORTLAND, OR 97232
(503) 797-1700, Fax (503)797-1796

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Phone: 503-797-1736

Administrative Specialist: Pamela Blackhorse
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**RFP 10-1556
Real Estate Loan Services**

Notice is hereby given that proposals for Proposal Number: **RFP 10-1556** for: **Real Estate Loan Services** shall be received by Metro, 600 N.E. Grand Avenue, Portland OR 972327 until **12:00 PM on January 6, 2010**. **It is the sole responsibility of the Proposal Provider to ensure the Metro receives the Proposal by the specified date and time. All late Proposals shall be rejected. PROPOSERS SHALL REVIEW ALL INSTRUCTIONS AND CONTRACT TERMS AND CONDITIONS.**

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I. INTRODUCTION

The Planning and Development Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for loan underwriting, origination and administration services to implement a new affordable housing loan program.

Proposals will be due no later than 12:00 noon, Wednesday January 6, 2010, in Metro's Planning Department, 3rd floor, 600 NE Grand Avenue, Portland, OR 97232-2736, attention Pamela Blackhorse. Details concerning the project and proposal are contained in this document.

A non-mandatory pre-submittal meeting will be held from 2:30pm to 3:30pm on Wednesday, December 9, 2009, at 600 NE Grand Avenue, Room 401, Portland.

II. BACKGROUND/HISTORY OF PROJECT

The Metro 2009-10 Adopted Budget includes \$850,000 to provide one-time only, short term loan financing to support development of one or more affordable housing projects in the region. The loan financing may be for land acquisition, pre-construction, or construction of affordable housing development. The purpose of this RFP is to solicit proposals for loan underwriting, origination and administration services for the loan program.

In August 2009, the Metro Council reviewed and approved the following project selection criteria, investment guidelines and decision-making process for the affordable housing loan program.

A. Project Selection Criteria

1. Threshold requirements

- a. Repayment – Independent financial analysis provides Metro a high level of confidence that funds will be repaid within 5 years.
- b. Affordability – Housing units are affordable to households earning less than or equal to 100% median family income.
- c. Diversity – Housing choice is increased by locating projects in areas that do not have an existing concentration of poverty.
- d. Location – Projects are located in 2040 regional centers, town centers, light rail stations or corridors.
- e. Design – Projects have attractive building designs, durable materials, and pedestrian-oriented site plans.

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2. Desirable features
 - a. Faster repayment – Funds are likely to be returned to Metro within 2-3 years.
 - b. Exemplifies best practices – Projects are distinctive in their local area, providing new examples for the creation of compact, walkable communities as envisioned in the 2040 regional growth plan.
 - c. Proximity to employment – Housing choice is increased by locating projects in employment areas currently lacking a balance of housing affordability and jobs.
 - d. Sustainable design innovations – Project designs offer innovative approaches to sustainable development, such as compact form and green building methods, and could be replicated by others.
 - e. Multi-modal connectivity – Projects residents can conveniently access grocery stores and other urban living infrastructure by transit, bike and/or walking.
 - f. Income mix – Housing units will be rented/sold to households with a variety of income levels.

B. Investment guidelines

1. Metro funds must only be used to provide financing for land acquisition, pre-construction, construction, or as bridge to permanent financing, in combination or individually.
2. Metro will seek the second priority position in debt repayment, behind the primary bank lender, but ahead of other lenders and equity investors.
3. Loan repayment capacity must be demonstrated by the project proforma and underwritten by the Loan Administrator/Officer.
4. Zero or low interest will be charged by Metro.
5. Alternative loan structures may include, but need not be limited to:
 - a. *Commitment of future equity proceeds from the sale of Low Income Housing Tax Credits (LIHTC)*-Metro funds shall be repaid when the LIHTC sale proceeds are received or at the time of permanent financing. It is anticipated this would only be of use to projects already in the pipeline for LIHTCs, because of the repayment timelines.
 - b. *Financing a line of credit as a contingent loan guarantee*- Metro funds would remain on deposit with the lender, earning interest, unless and until required. For example, if the project is leased-up more quickly than the primary lender has assumed, the lease-up period costs will be lower and the project may not need to tap into the line of credit. Meier Memorial Trust has used this approach in supporting community development investment projects financed by Shore Bank Enterprise Cascadia.
 - c. *Commitment of additional cash to be leveraged upon permanent financing*- Metro funds shall be repaid when projects earn-out added term financing, based on actual operating performance, pursuant to pre-approved term-lender earn-out conditions,

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or if the project is eligible to borrow more in permanent financing than is required to pay-off the construction loan. Fannie Mae has used this approach by allowing projects to “earn-out” higher net operating income and providing an “additional tail” which allows increases in the permanent loan.

C. Decision-making process

1. The Loan Administrator/Officer will, in consultation with Metro’s Development Center Manager and Chief Financial Officer, recommend project loans which conform to the Project Selection Criteria and Investment Strategies set forth herein.
2. The Development Center Manager will meet, informally, with the Chief Operating Officer, the Metro Councilor liaison for the Program, the Council President, and the Metro Councilor representing the area in which the project is located, to review the recommended loans. Loans may be rejected at this stage.
3. The Loan Administrator/Officer shall advise Metro Development Center staff in negotiating deal terms.
4. Metro legal counsel will prepare all loan and security instruments with input from the Loan Administrator/Officer.
5. The Loan Administrator/Officer shall produce and submit monthly and fiscal year end reports to the Project Manager.
6. Project loan related financial information and trade secrets submitted to Metro hereunder may be subject to disclosure under the Oregon Public Records Act. Said trade secrets and financial information may be kept confidential, but must be marked “confidential” on each page and be submitted in a separate, sealed envelope, appropriately marked with the name and address of the development team. Said confidential information shall be kept confidential by Metro unless and until public disclosure is ordered by appropriate public officials under Oregon Public Records Laws.

III. PROPOSED SCOPE OF WORK/SCHEDULE

The Loan Administrator/Officer will provide specific services and products, including, but not limited to:

- A. Work plan and schedule– The Loan Administrator/Officer will prepare a detailed work plan, including timelines and budget allocations (if applicable), for loan underwriting, origination and disbursement of funds for review and approval by Metro prior to execution of the professional services contract.
- B. Loan marketing - The Loan Administrator/Officer will provide information in writing, by phone, and in personal meetings to assist interested developers to determine if they appear to have a suitable “candidate project” for Metro loan financing.

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- C. Applicant screening - The Loan Administrator/Officer will screen potential candidate projects applying Metro's project selection criteria to determine if the project appears to conform to the threshold requirements and any of the desirable features.
- D. Loan underwriting – The Loan Administrator/Officer will conduct loan underwriting research and analysis in accord with industry standards of professional practice, to determine the credit-worthiness of the borrower(s) and the level of confidence that other project financing sources will materialize as planned. The summary determination shall be presented to Metro in writing. The supporting documentation will be provided to Metro, upon request.
- E. Project loan recommendation – The Loan Administrator/Officer will make project loan recommendations in writing to the Metro Development Center Manager, Chief Financial Officer and potentially other public officials, within 10 business days or as agreed upon.
- F. Loan negotiations – The Loan Administrator/Officer will work with project developers and Metro to negotiate loan terms which conform to Metro's selection criteria and investment guidelines.
- G. Loan origination – The Loan Administrator/Officer will review and comment on the loan documents prepared by Metro.
- H. Loan servicing – The Loan Administrator/Officer shall service the loan in accordance with the loan contract document terms, standards of professional practice, and all applicable local, state and federal laws and regulations.

IV. QUALIFICATIONS/EXPERIENCE

- A. Certification - The Offeror shall be either: 1) a federally certified and regulated lending institution, including but not limited to a bank, an FHA certified Multifamily Assistance Program lender, a credit union, a Community Development Financial Institution (CDFI); or 2) a governmental agency /authority.
- B. Experience - The Offeror shall have proven expertise in loan underwriting, origination and servicing.

VI. PROPOSAL INSTRUCTIONS

- A. Submission of Proposals - Offerors shall submit a clearly marked original and four (4) complete copies of each of the Proposal documents. The original copy must be loose-bound and suitable for photocopy reproduction. The Proposal documents shall be furnished to Metro, addressed to: Attn: Pamela Blackhorse, Metro, Planning & Development Department, 600 NE Grand Ave, Portland, OR 97232-2736. Offeror shall also submit one electronic PDF format version of the technical proposal on compact disc (CD) for archiving;

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it shall be submitted to pamela.blackhorse@oregonmetro.gov. In the event of any conflicts between the hard copy and electronic CD copy, the hard copy will prevail.

- B. Deadline - Proposals will not be considered if received after 12:00 noon, Wednesday, January 6, 2010. Proposals will be time-stamped upon receipt, and Metro expects respondents to witness the application of the time-stamp or accede to its accuracy.
- C. Proposal format - Proposals shall be prepared simply and economically, providing a straightforward and concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Responses to the submittal items are expected to require not more than 10-15 single-sided pages; no page limit is established. Attachments may be provided. Proposal documents shall be sectionalized (Part 1, Part 2, etc) as described below. A blank page must precede each section with an index tab extending beyond the far right side of the page. The index tab shall have the appropriate section number typed thereon. A "page" shall be a standard 8-1/2" x 11" paper, single-sided. Each proposal section must fully respond to the Evaluation Factors described in this RFP and must be organized to facilitate the review and scoring by the Evaluation Committee.
- D. Non-mandatory pre-submittal meeting - A non-mandatory pre-submittal meeting will be held from 2:30pm to 3:30pm on Wednesday, December 9, 2009, at 600 NE Grand Avenue, Room 401.
- E. RFP Clarification and Addenda – If additional information or clarification of the RFP is required to answer a question posed, Metro may, at its sole discretion, prepare and promptly post an RFP addendum to the Metro website. Metro reserves the right to make changes to this RFP. All changes will be posted to the Metro procurement services website. It is the responsibility of the prospective Offeror to monitor the Metro website for any changes to the RFP.
- F. RFP as Basis for Proposals: This Request for Qualifications represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Meganne Steele at (503) 797-1736. Any questions, which in the opinion of Metro warrant a written reply or RFP amendment, will be furnished to all parties receiving this RFP. Metro will not respond to questions received after Tuesday, December 29, 2009.

VI. PROPOSAL CONTENTS

- A. Signed Cover Letter: Provide a signed cover letter which includes: 1) the name and contact information for the Offeror's project manager; 2) a statement that the proposal will be valid for ninety (90) days; 3) a statement that the Offeror understands and accepts their role will be as an independent, third-party advisor representing solely Metro, and no other

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interested party, in the development project(s) financed with Metro loan funds; 4) a brief statement explaining how the Offeror's proposal is responsive to Metro's request for qualifications; and 5) the names and phone numbers for three (3) current references that directly relate to the scope of services to be offered.

B. Part 1. Qualifications & Experience:

1. Institution/agency – Provide background information on the firm/agency including when it was established, certification(s), services, size, and lending experience. Provide a narrative discussion of the applicant's method of operation in multifamily lending. This would include whether or not it acts as a mortgage banker servicing loans, or an originator selling commitments or loans to others, whether it originates or holds loans in its portfolio or purchases loans from others, or both, experience in construction loan administration, the number, location and staffing of branch offices it operates, and any other information the applicant deems relevant in providing a clear picture of its business. Previously published annual reports or brochures may supply to provide this information. Provide a copy of the most recently published audited financial statement for the firm/agency. Provide documentation of certification(s).

1. Personnel - Provide a list of the Offeror's key personnel to be used under the proposed contract; and provide resumes as attachments. Highlight experience of key personnel that demonstrates proven expertise in providing the type of loan services Metro requires. Report the jurisdiction, dollar value, and building construction type of multifamily loans originated by the key personnel within the past five years. Identify if any of those loans originated by the key staff have been or currently are in default, were foreclosed, or are otherwise in "troubled" status. Default for these purposes means a loan whose payment is more than 60 days overdue.

2. Lending experience - Describe up to five (5) projects financed within the last five (5) years that best reflect the Offeror's experience and expertise in providing the type of loan services Metro requires. Explain the specific role and responsibilities of the Offeror's institution/agency and the personnel to be used under the proposed contract.

3. Disclosures

a. List any lawsuits/claims/judgments any filed or issued in the last 3 years against the applicant which: 1) concern equal employment or Lender discrimination prohibited by law; or 2) are a result of, or might affect significantly affect its multifamily lending business. Include the name of the lawsuit and potential liability.

b. Identify any criminal charges brought against the applicant related to mortgage lending, and explain the case status or determination.

c.

C. Part 2. Project Understanding and Approach - Demonstrate understanding of the scope of work and potential barriers to success in a "Project Understanding" narrative. Describe how 1-3 specific projects (either past projects indentified in Part 1 or potential candidate

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projects for this new funding) appear to conform to Metro's selection and investment criteria. Discuss how Metro loan financing could have been or might be structured. Discuss risk mitigation strategies for different stages: predevelopment (i.e. not selling LIHTCs); during construction (i.e. contractor bankruptcy); during absorption (i.e. slow rent-up); and after operation (i.e. insufficient capital reserves.) Provide an outline of proposed loan disbursement procedures and underwriting guidelines. Describe work methods that will minimize the administrative burden on prospective borrowers and Metro.

- D. Part 3. Cost – Provide a proposed fee structure for loan services provided, including any potential/expected fees or charges to Metro as well as the future borrower. Provide a schedule of expenses and an hourly rate schedule for key personnel if that would be a basis for compensation.

VII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Information Release - All Offerors are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Offerors agree to such activity and release Metro from all claims arising from such activity.
- B. Minority, Women, and Emerging Small Business Program - In the event that any subcontracts are to be utilized in the performance of this agreement, the Offeror's attention is directed to Metro Code provisions 2.04.100. Metro encourages the use of MWESB Firms to the maximum extent practical. Copies of that document are available from Purchasing/Contract Office of Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1816.
- C. Limitation and Award - This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- D. Supplements to Proposals- If any proposal indicates minor noncompliance or variance with the RFP, Metro may, but need not, request that the proposal be supplemented. If so requested, the Offeror may submit a supplement to the proposal responsive to such a request, within the time period established in such request, which Metro will receive and evaluate in conjunction with the proposal.
- E. Billing Procedures: The Offerors are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.

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- F. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- G. Conflict of Interest. An Offeror filing a proposal thereby certifies that: no officer, agent, or employee of Metro has a pecuniary interest in this proposal; that no officer, agent, or employee of Metro will have a pecuniary interest in any future Project loan recommended hereunder; that no officer agent or employee of Proposer will have any pecuniary interest in any future Project receiving a loan recommended hereunder; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Offeror for the same call for proposals; and that the Offeror/Company is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- H. Equal Employment and Nondiscrimination Clause. Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, creed, color, national origin, sex, sexual orientation, age, religion, physical handicap, political affiliation or marital status. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.metro-region.org or call (503) 797-1536.

VIII. EVALUATION OF PROPOSALS

Selection will be based on an overall evaluation and assessment of the information submitted and, if applicable, additional information collected from references and interviews. The evaluation criteria shall include, but are not necessarily limited to: 1) qualifications and expertise (35%); 2) project understanding and approach (35%); and 3) cost (30%). Interviews with those most qualified may be conducted as a final measure of qualifications.

In the event the Metro is unable to negotiate a satisfactory contract with the firm considered to be the most qualified for one or more specific areas, negotiations with that firm shall be formally terminated. Metro may, at its sole discretion, then undertake negotiations with the second most qualified firm. Failing agreement with the second most qualified firm, the Metro may, at its sole discretion, terminate negotiations and proceed with negotiations with the third most qualified firm and so on.

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IX. OTHER CONSIDERATIONS

- A. Acceptance or Rejection of Proposals – Metro reserves the right, in its sole discretion, to reject any or all proposals when it is in the public interest to do so; to waive minor informalities of a proposal; award all, some, or none of the work; or to cancel, revise or extend this solicitation.
- B. Confidentiality – Proposals received by Metro shall become a matter of public record, subject to public inspection after award or cancellation. Confidential trade secrets and financial information should be marked confidential on each page and be submitted in a separate, sealed envelope appropriately marked with the name and address of the development team. Said confidential information shall be kept confidential unless and until public disclosure is ordered by appropriate public officials under Oregon Public Records Laws.
- C. RFP Clarification and Addenda – Metro reserves the right to make changes to this RFP, and will notify Offerors of any changes which in Metro's estimation would be prejudicial to Offerors if Offerors were not notified. All changes to the RFP prior to receipt of proposals shall be made by written addendum, which shall be promptly posted to the Metro website. A prospective Offeror may request a change in this RFP by submitting a written request to the address set forth above. The request shall specify the provision in question and contain an explanation for the requested change. If the requested change is to the Scope of Services, the request must be submitted no later than five (5) working days prior to the date set for receipt of proposals. Metro may not consider requests received within five (5) days of the date set for receipt of proposals. Metro shall evaluate any request submitted, but reserves the right to determine whether to accept the requested change. Offerors shall not rely on oral or written representations regarding this RFP unless issued in writing by Metro as an Addendum.
- D. Disclosure – All Proposals and evaluation scores will not be made a part of the public record until after the evaluation process is complete and notice of intent to award is issued or the RFP is otherwise cancelled.
- E. Costs For Preparation Of Proposals – Metro shall not be responsible under any circumstances for the costs incurred by Offeror or others for the preparation and submission of their proposals, preparing or participating in any oral interviews or for any other costs to include any subsequent negotiations that may occur.
- F. Information Release - All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity.

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- G. Minority-owned, Women-owned, and Emerging Small Business Program - In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, (503) 797-1816.
- X. **NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT**
The attached personal services agreement is a standard agreement approved for use by the Office of Metro Attorney. This is an example of the contract the successful firm will enter into with Metro; it is included for your review prior to submitting a proposal. In case of a conflict between the scope of work and the attached personal services agreement, the RFP controls.
- XI. **APPEAL OF CONTRACT AWARD**
Firms who wish to appeal the contract award decision by Metro must do so in writing within seven (7) days of issuance of the notice of intent to award. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

Sample Personal Services Agreement

Must be Under \$25,000

Contract No. _____

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and _____ whose address is _____, referred herein to as "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration: This personal services Agreement shall be effective _____, 20____, and shall remain in effect until and including _____, 20____, unless terminated or extended as provided in this Agreement.
2. Payment: METRO shall pay CONTRACTOR services performed in an amount of/not to exceed (written amount) _____ and _____/100 (\$_____).
3. Terms: Payment for services will be made in the manner: _____ (lump sum, monthly installments, progress payments, etc.). Payment to be made within 30 days of receipt of an approved invoice.
4. Scope of Work: Contractor shall provide all services and materials specified below which is incorporated into this Agreement by reference. All services and materials shall be provided by CONTRACTOR in accordance with the Scope of Work in a competent and professional manner.

SCOPE OF WORK (attach additional pages as needed)

All terms on the reverse side of this document are hereby made a part of this AGREEMENT.

Contractor

Signature: _____

Date: _____

Name: _____

Address: _____

Telephone: _____

Fax: _____

Tax I.D. or SS#: _____

Metro

Signature: _____

Date: _____

Title: _____

Department: _____

Division: _____

Telephone: _____

Project Manager: _____

Telephone/Fax: _____

Sample Personal Services Agreement

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, Contractor shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, whether before the commencement of litigation at trial or on appeal, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO. CONTRACTOR is solely responsible for the acts and omissions of its' agents, employees, subcontractors, and/or representatives and for all claims.

ARTICLE II: TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days' written notice. In the event of termination, CONTRACTOR shall be entitled to payment for goods received prior to the date of termination. METRO shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by METRO shall not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE III: INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.

This insurance as well as all Workers' Compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations are by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier. Notice of any material change or policy cancellation shall be provided to METRO thirty days (30) prior to the change.

ARTICLE IV: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement including, but not limited to, ORS 279B.220 TO 279B.235.

ARTICLE V: ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE VI: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be

Sample Personal Services Agreement

of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this Contract, and are hereby expressly not disclaimed.

ARTICLE VII: SAFETY

If services of any nature are to be performed in connection with the provision of goods pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable Material Safety Data (MSD) sheets shall accompany the goods.

ARTICLE VIII: RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

ARTICLE IX: COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE X: INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XI: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO, which consent shall not be unreasonable withheld.