

# Columbia Development Authority

## Request for Proposal # CDA2026-001



**MANDATORY Bid Walk 07/07/ 2026, 9:00 AM**

**Location: I-82 Exit 10, Hermiston, Oregon**

**RFI Deadline: 07/10/2026 4:00 PM PT**

**RFI Response: 07/14/2026 4:00 PM PT**

**Bid Closing: 07/21/2026 2026, 3:00 PM PT**

# COLUMBIA DEVELOPMENT AUTHORITY

## REQUEST FOR PROPOSALS

### Auction Services

**Issued by:** Columbia Development Authority

**Location:** Hermiston, Oregon

**Issue Date:** 06/19/2026

**Proposal Due Date:** 07/21/2026, 3:00 P.M. PT

---

#### 1. INTRODUCTION

The Columbia Development Authority (CDA) is soliciting proposals from qualified professional auction firms to provide **comprehensive auctioneering services** for the sale of surplus property located in **Hermiston, Oregon**.

The inventory includes a large volume of **industrial equipment, vehicles, generators, laboratory equipment, materials handling equipment, trailers, and miscellaneous assets** formerly associated with the Umatilla Chemical Depot.

---

#### 2. SCOPE OF WORK

The selected auction firm will be responsible for all services necessary to deliver a successful auction, including but not limited to the following:

##### 2.1 Inventory & Cataloging

- a) Inventory, verify, and catalog all assets identified in the **Final Inventory List (dated 02/27/2023)**.
- b) Group assets into appropriate auction lots to maximize value.
- c) Photograph and describe all items professionally for marketing and bidder review.

##### 2.2 Equipment Evaluation & Conditioning

- a) Evaluate mechanical and electrical equipment for operational condition.
- b) Provide or coordinate minor repairs (e.g., batteries, tires, fuel, basic servicing) as needed.
- c) Utilize qualified mechanics when required.
- d) Clearly disclose condition and operational status in auction listings.

### **2.3 Auction Format**

- a) Propose an online-only auction, live auction, or hybrid format.
- b) Recommend auction timing, preview dates, and closing structure based on market conditions.

### **2.4 Advertising & Marketing**

- a) Develop and execute a **comprehensive pre-sale advertising program**, which may include:
  - o Auction website listings
  - o Email campaigns
  - o Industry publications and trade platforms
  - o Social media promotion
  - o Printed or digital catalogs
- b) Identify target buyer demographics and marketing channels.

### **2.5 Preview, Sale & On-Site Operations**

- a) Coordinate and manage on-site setup and asset staging.
- b) Conduct one or more public inspection/preview days.
- c) Provide staffing for auction administration, cashiering, buyer coordination, and asset tracking.

### **2.6 Accounting & Settlement**

- a) Collect all bidder payments.
- b) Provide detailed post-auction accounting for each lot sold.
- c) Remit auction proceeds to CDA within **21 days** of auction close, net of approved fees and expenses.

### **2.7 Removal & Cleanup**

- a) Coordinate buyer removal schedules.
  - b) Ensure safe, organized removal of all sold items.
  - c) Remove, dispose of, or otherwise address any unsold property.
  - d) Leave the site in clean condition upon completion.
-

### **3. INVENTORY OVERVIEW**

The auction will include, but is not limited to:

- a) Industrial generators (including large CAT units)
- b) Forklifts, lifts, cranes, and heavy equipment
- c) Vehicles (trucks, vans, trailers, utility vehicles)
- d) Laboratory and analytical equipment
- e) Electrical and mechanical systems
- f) Storage containers, and support infrastructure
- g) Miscellaneous tools, furniture, and materials

Respondents should reference the **Final Inventory List (02/27/2023)** when developing their approach and marketing strategy.

---

### **4. PROPOSAL REQUIREMENTS**

Proposals must include the following sections:

#### **4.1 Firm Qualifications**

- a) Company background and years of experience
- b) Relevant auction experience with industrial, government, or large-scale surplus assets
- c) Key personnel assigned to the project

#### **4.2 Auction Plan**

- a) Recommended auction format and timeline
- b) Lotting and inventory strategy
- c) Preview and removal logistics

#### **4.3 Marketing Strategy**

- a) Advertising plan and platforms
- b) Estimated marketing reach
- c) Sample marketing materials or prior examples

#### **4.4 Fee Structure**

Clearly identify:

- a) Seller commission percentage
- b) Buyer's premium percentage
- c) Advertising costs
- d) Labor costs
- e) Subcontractor and mechanic costs
- f) Any other reimbursable expenses

#### **4.5 Accounting & Reporting**

- A. Method of payment collection
- B. Timing of proceeds remittance
- C. Sample post-auction accounting report

#### **4.6 References**

- a) At least three (3) references from comparable projects
- 

### **5. EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria and shall be weighted as provided on the attached sample CDA Scoring Sheet:

- a) Experience and qualifications
- b) Quality of proposed auction and marketing plan
- c) Fee competitiveness and transparency
- d) Ability to manage complex, high-volume inventories
- e) Past performance and client references

CDA reserves the right to conduct interviews and negotiate final terms.

---

## 6. TERMS & CONDITIONS

- CDA reserves the right to reject any or all proposals.
  - CDA may waive informalities or minor irregularities.
  - All costs incurred preparing the proposal are the responsibility of the proposer.
  - The selected firm must comply with all applicable federal, state, and local laws.
  - Final contract terms will be negotiated and executed after selection in a form substantially similar to the attached sample Personal Services Contract.
- 

## 7. RFI

Please submit all Requests for Information (RFIs) by July 10, 2026, at 4:00 PM PT to [ty.lord@irz.com](mailto:ty.lord@irz.com).

## 8. SUBMISSION INSTRUCTIONS

Proposals must be submitted in written form (hard copy) along with a digital copy (PDF) on a flash drive.

Deliver to:

**IRZ Consulting** (on behalf of Columbia Development Authority)

500 N. 1st Street

Hermiston, OR 97838

Phone: (541) 567-0252

**Deadline: 07/21/2026, 3:00 P.M. PT**

## Columbia Development Authority Final Inventory List

						Date	2/27/2023
LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY	
913	Air Conditioner, Portable, 2 5 Ton Air			63390		1	
913	Air Conditioner, Portable, Movincool			76002		1	
913	Air Conditioner, Wall Mount Unit	CDAM8G-140307-001		58690		1	
913	Center, Mobile Power, Ericson # EC2 S P			71548		1	
913	Charger for standup fork			26003		1	
913	CHARGER, FORKLIFTS UMCDF	CDAM8G-14119-001		53642		1	
913	Conditioner, Air Portable 3 Ton Roll Around			49056		1	
913	Conditioner, Air Portable Movincool, Classic Plus 14			76002		1	
913	Crate 4'X4'X8' high						
913	Crate 8'X4'X8' high						
913	Forklift, Hawker Narrow Isle Model# N40XMR2	CDAM8G-14013-001		42024		1	
913	Heater, Fan-Forced, 480VAC, 30,000 Watts, 36 AMPS			70499		1	
913	Tank, Receiving for Lss Compressor			76337		1	
924	Equipment for generators: piping, supports, etc					1	
924	Generator control system	4002	Custom Power Products		PPS-SWGR-103	1	
924	30 KVA transformer for generator					1	
924	5 KV Disconnect					1	
924	2.25 MW Generator House cover					1	
924	Day tank 2.25 MW Generaoty interior of building					1	
924	Air Dryer for 2.25 MW Generator					1	
925	Lift Equipment, 1 crate, 4 tires, 1 box		Hyster			1 set	
925	Lift, Fork, Electric, Hyster 65		Hyster	30217, 35340, 30218, 35344, 35341, 35343, 35342, 35339, 30216		9	
925	SUV, Jeep Cherokee		Jeep			1	
925	Truck, Ford Ranger		Ford			1	

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
957	2 WHEELED PATIENT LITER		FERNO			1
957	37" TELEVISION			13468	S301727	1
957	42" Television			n/a		1
957	ADJUSTABLE SPEED DRIVE; 250 HP	UMCDF I/C 25842	LINE ITEM# 0002	25841	1B7Q3- 1320015	1
957	ASSEMBLED COMPOSITION TABLE					1
957	BAND SAW	3220-00-174-5289	YATES Y36 AMERICAN	01940	B-24144 OR CA5510	1
957	BANDING CHOPPER	3490-00-X84-8004	SWEDESCRAP	04753	7186	1
957	BLOWER Attached to electrical induction motor (49358)		ROBINSON		E072225	1
957	Cart, Golf, E-Z-GO			12269		1
957	Cart, Golf, E-Z-GO	CDAM8G-14097-003		25193		1
957	COMPOSITION TABLE TOPS					10
957	Crate 4'X4'X8' high					
957	ELECTRIC INDUCTION MOTOR (also blower)		WESTINGHOUSE	49358	4392AA-01	1
957	FLOWMETER & ELEMENT 67964	6680-DSLIQGASM	MICRO MOTION	67964	PN# 1001672	2
957	FOLDING TABLES					3
957	FOLDING TABLES					1

957	LCD DISPLAY			12740	QNN 071900095	1
957	METAL TABLE BASES					3 BOXES
957	METAL TABLE LEGS					11 BOXES
957	MOTOR 500 HP UMCDF 32247	6105-01-426-0435	US ELECTRICAL	32247	F0801061262 100801	1
957	PATIENT GUERNEY, BLUE		DYNAMED MODEL PT701	10580	000645	1
957	PATIENT GUERNEY, BLUE		FERNO 93ES SQUADMATE		L790595	1
957	PATIENT GUERNEY, RED		FERNO A 35 MODEL	09286	L638659	1
957	PLASMA CUTTER W/ RAIL SYSTEM	UMCDF I/C 25056	LINE ITEM# 0739	25056	1B7QB- 1320035	1
957	PUMP MOTOR ASSEMBLY - partial	CDAM8G-12067- 0001; 4320- DSPUMPPAH	LIQUIFL MODEL 35	19945	PN# 2902737	12
957	PUMP MOTOR ASSEMBLY whole	CDAM8G-12067- 0001; 4320- DSPUMPPAH	LIQUIFL MODEL 35	19945	PN# 2902737	1
957	Pump, Centrifugal, 3.0 X 2.0 X 7.9 Horizontal			64176		1
957	ROOM DIVIDERS					10 BOXES
957	STABILYZING FEET					4 BOXES

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
957	TABLE LEG					9 BOXES
958	BEAKERS KIMAX					1
958	BEAKERS KIMAX					1
958	BEAKERS KIMAX					1
958	BEAKERS, NALGENE					1
958	BEAKERS, NALGENE					8
958	BEAKERS, NALGENE					2
958	BEAKERS, NALGENE					8
958	BOILING FLASK					2
958	BOROSILICATE CULTURE TUBE	6640-01-591-8178	FISHER SCIENTIFIC	A-1 BOX 40		1 BOX 150
958	BOTTLE, SOLUTION, GLASS	6640-DSLABEQUP	CORNING 2.5 GALLON			3
958	CHARCOLL REFILL KITS	6640	GPK-100		pn#214654	20
957	TABLE TOPS COMPOSITION					5
957	TX-2 Roadrunner Portable Reader System			44544		1
957	USA ARMY OHC PATIENT LITER		JUNKEN SAFETY APPL. CO. INC		DLA-128-05-0- 4144	10
957	UTILITY TRAILER SINGLE AXLE	2330-DSTRAILE1	TRI STATE	12374	PK09ZE	1
957	Valve, Butterfly Control, Fisher Size/TY 4"			52029		6
958	ARMY PMD CUTTER 2 CRATES		TRANSFER FROM PLANT		97-030	1 OF 2 CRATE
958	ARMY PMD CUTTER 2 CRATES		INVOICE #CDAM8G- 0240		97-030	2 OF 2 CRATE
958	AUTO ANALYZER II			02120	PR1757	1
958	BANDING STRAP CUTTER	5110-01-208-6248	GERRARD	O4533	3572	1
958	ERLYNMEYER FLASK					3
958	ERLYNMEYER FLASK					1
958	ERLYNMEYER FLASK					3
958	ERLYNMEYER FLASK					4
958	ERLYNMEYER FLASK					3
958	ERLYNMEYER FLASK W/ STOPPER					4
958	CHARGER BATTERY FOR FORKLIFT, 480 V UMCDF			56531		1
958	CHARGER, BATTERY	CDAM8G-14155-006		55739		1
958	CHARGER, BATTERY FOR FORKLIFT, 480 VOLT WORKHOG			55727		1
958	CHARGER, FORKLIFTS UMCDF			53642		4
958	COMPRESSOR MODEL 2Z499C	4310-DSCOMPVAC	SPEEDAIRE	05861	235672	1
958	COMPRESSOR MODEL 3Z40816	4310-DSCOMPVAC	SPEEDAIRE	05866	235685	1
958	CRANE, GANTRY ADJUSTABLE ALUMINUM			46220		1
958	CRATE 4'X4'x2'					

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
958	GRADUATED CYLINDER, LAB	6640-00-889-7091	MILITARY SPECIFIC			4
958	GRADUATED CYLINDER, LAB	6640-00-889-7090	MILITARY SPECIFIC			3
958	GRADUATED CYLINDER, LAB	6640-00-889-7089	MILITARY SPECIFIC			3
958	GRADUATED CYLINDER, LAB	6640-00-889-7087	MILITARY SPECIFIC			3
958	GRADUATED CYLINDER, LAB	6640-00-264-8302	MILITARY SPECIFIC			4
958	GRADUATED CYLINDER, LAB	6640-00-264-8305	MILITARY SPECIFIC			5
958	DESORPTION CONTROLLER		AGILENT	08907	19543	1
958	GRADUATED CYLINDER, LAB					2
958	GRADUATED CYLINDER, LAB					1
958	DYNATHERM MODEL 9300			12337	11304-05	1
958	DYNATHERM MODEL 9300			12338	11303-05	1
958	ELECTRIC WINCH		BALDOR SUPER E	79402	F0410121858	1 PALLET
958	GAS CHROMATOGRAPH G68900			09069		1
958	GAS CHROMATOGRAPH G68900			12385		1
958	GENERATOR MODEL LC4500/L	6115-DSGENERA1	DYNA	O5857	35457U92	1
958	GENERATOR MODEL LC4500/L	6115-DSGENERA1	DYNA	O5860	35455U92	1
958	GENERATOR MODEL RL50HE5	6115-DSGENERA1	PINCOR	O1143	129-364	1
958	GENERATOR MODEL RL50HE5	6115-DSGENERA1	PINCOR	O1144	129-365	1
958	LAB BEAKER	6640-00-846-1357	KIMAX KIMBLE 14005	A-1 BOX 47		1 BOX OF 2

958	LAB GLASS TUBING	6640-01-324-1382	CORNING 230172			2 BOXES
958	LAB GLASS TUBING	6640-DSLABEQUP	CORNING 230169			1 BOX
958	LAB GRADUATED CYLINDER	6640-00-050-9728	AMERICAN SCIENTIFIC	A-1 BOX 46		4
958	LAB GRADUATED CYLINDER	6640-00-419-9900	AMERICAN SCIENTIFIC	A-1 BOX 46		1
958	LAB HYDROMETER CYLINDER	6640-DSLABEQUP	KIMAX	A-1 BOX 43		1 BOX
958	LABORATORY AMBER BOTTLES	6640-DSLABEQUP	QORPACK 2123			6
958	LABORATORY AMBER BOTTLES	6640-DSLABEQUP	QORPACK 2120T			1 BOX OF 24
958	LABORATORY BEAKERS	6640-00-753-2053	FEDERAL SPECIFICATIONS	A-1 BOX 19		1 BOX 12
958	LABORATORY BEAKERS	6640-00-264-8323	FEDERAL SPECIFICATIONS	A-1 BOX 18		3 BOX OF 6

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
958	LABORATORY BEAKERS	6640-00-290-6829	FEDERAL SPECIFICATIONS	A-1 BOX 2		8
958	LABORATORY BEAKERS	6640-00-290-6829	FEDERAL SPECIFICATNS/ NALGE	A-1 BOX 2		7
958	LABORATORY BEAKERS	6640-00-892-1741	FEDERAL SPECIFICAT/GRIFFIN	A-1 BOX 22		2 BOX OF 12
958	LABORATORY BEAKERS	6640-00-890-0881		A-1 BOX 37		1 BOX 12
958	LABORATORY BEAKERS	664000-290-6820	FEDERAL SPECIFICATIONS	A-1 BOX 5		21
958	LABORATORY BEAKERS	6640-00-290-6821	FEDERAL SPECIFICATIONS	A-1 BOX 5		9
958	LABORATORY BEAKERS	6640-DSLABEQUP	PYREX	A-1 BOX 5		5
958	LABORATORY BEAKERS	6640-00-890-0881	FEDERAL SPECIFICATIONS	A-1 BOX 5		28
958	LABORATORY BEAKERS	6640-00-264-8313	FEDERAL SPECIFICATIONS	A-1 BOX 5		5
958	LABORATORY BEAKERS	6640-00-892-1741	FEDERAL SPECIFICATIONS	A-1 BOX 5		14
958	LABORATORY BEAKERS	6640-00-753-2053	FEDERAL SPECIFICATIONS	A-1 BOX 5		9
958	LABORATORY BEAKERS	6640-00-942-4395	FEDERAL SPECIFICATIONS	A-1 BOX 5		6
958	LABORATORY BOD BOTTLE	6640-DSLABEQUP	PYREX	A-1 BOX 7		50
958	LABORATORY BOD BOTTLE	6640-DSLABEQUP	PYREX	A-1 BOX 7		24
958	LABORATORY BOD BOTTLES	6640-DSLABEQUP	PYREX	A-1 BOX 9		3
958	LABORATORY BOD BOTTLES	6640-DSLABEQUP	PYREX	A-1 BOX 9		3
958	LABORATORY BOD BTTLES	6640-DSLABEQUP	PYREX	A-1 BOX 1		4
958	LABORATORY BOD BTTLES	6640-DSLABEQUP	PYREX	A-1 BOX 1		7
958	LABORATORY BOD BTTLES	6640-DSLABEQUP	PYREX	A-1 BOX 1		7
958	LABORATORY BOD BTTLES	6640-DSLABEQUP	PYREX	A-1 BOX 1		4
958	LABORATORY BOD BTTLES	6640-DSLABEQUP	PYREX	A-1 BOX 1		2
958	LABORATORY BOTTLE	6640-DSLABEQUP	WHEATON 885025	A-1 BOX 12		5 BOXES
958	LABORATORY BOTTLE	6640-00-491-4706	CORNING 1460	A-1 BOX 14		2 BOX OF 6
958	LABORATORY BOTTLE AMBER	6640-DSLABEQUP	I-CHEM/ NALGE 249- 0125	A-1 BOX 34		1 BOX
958	LABORATORY CULTURE TUBE	6640-01-512-4432	FEDERAL SPECIFICATIONS	A-1 BOX 17		1 BOX OF 25
958	LABORATORY CULTURE TUBE	6640-01-512-4432	CORNING 9826			4 BOX OF 12
958	LABORATORY DROPPERS	6640-DSLABEQUP	THOMAS SCIENTIFIC			3 BOX

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
958	LABORATORY DROPPING BOTTLES	6640-DSLABEQUP	THOMAS SCIENTIFIC			1 BOX
958	LABORATORY ERLLENMEYER FLASK	6640-00-174-1955	FEDERAL SPECIFICATIONS	A-1 BOX 4		22
958	LABORATORY ERLLENMEYER FLASK	6640-DSLABEQUP	PYREX	A-1 BOX 4		3
958	LABORATORY ERLLENMEYER FLASK	6640-00-174-1957	FEDERAL SPECIFICATIONS	A-1 BOX 5		8
958	LABORATORY ERLLENMEYER FLASK	6640-00-424-3000	FEDERAL SPECIFICATIONS	A-1 BOX 6		11
958	LABORATORY ERLLENMEYER FLASK	6640-00-174-1952	FEDERAL SPECIFICATIONS	A-1 BOX 6		11
958	LABORATORY ERLLENMEYER FLASK	664000-174-1957	FEDERAL SPECIFICATIONS	A-1 BOX 6		8
958	LABORATORY FUNNEL SEPERATORY	6640-00-494-3872	FEDERAL SPECIFICATS/ KIMAX	A-1 BOX 20		3 BOX OF 3
958	LABORATORY GLASS FUNNEL	6640-DSLABEQUP	PYREX	A-1 BOX 8		1 BOX
958	LABORATORY GRADUATED CYLINDER	6640-00-290-6544	CORNING 3042	A-1 BOX 41		1 BOX OF 1
958	LABORATORY GRADUATED CYLINDER	6640-00-280-1816	CORNING 187	A-1 BOX 42		2 BOX 2
958	LABORATORY GRADUATED FLASK	6640-01-015-1630	CORNING 4980	A-1 BOX 33		1 BOX
958	LABORATORY JAR AMBER	6640-DSLABEQUP	I-CHEM/ NALGE	A-1 BOX 26		3 BOX 12
958	LABORATORY PASTUER PIPETTES	6640-DSLABEQUP	KIMBLE/VWR SCIENTIF/UNIVAR	A-1 BOX 23		1 BOX 250
958	LABORATORY PASTUER PIPETTES	6640-01-103-0188	KIMBLE/VWR SCIENTIF/UNIVAR	A-1 BOX 24		1 BOX 250
958	LABORATORY PIPETTES	6640-DSLABEQUP	PYREX	A-1 BOX 11		5
958	LABORATORY PIPETTES	6640-DSLABEQUP	PYREX	A-1 BOX 11		11
958	LABORATORY PIPETTES	6640-01-103-0188	KIMBLE/VWR SCIENTIF/UNIVAR	A-1 BOX 25		1 BOX
958	LABORATORY VIAL CLEAR BORO	6640-DSLABEQUP	I-CHEM/ NALGE			1 BOX 72
958	LABORATORY VIAL CLEAR BORO	6640-DSLABEQUP	I-CHEM/ NALGE			1 BOX 72
958	LABORATORY VIAL SCREW THREAD	6640-DSLABEQUP	KIMBLE/VWR SCIENTIF/UNIVAR			85
958	LABORATORY VOLUMETRIC FLASKS	6640-00-494-3865	FEDERAL SPECIFICATIONS	A-1 BOX 10		1 BOX
958	LABORATORY VOLUMETRIC FLASKS	6640-DSLABEQUP	PYREX	A-1 BOX 15		1 BOX OF 6
958	LABORATORY VOLUMETRIC FLASKS	6640-DSLABEQUP	PYREX	A-1 BOX 15		3 BOX OF 6
958	LABORATORY VOLUMETRIC FLASKS	6640-00-635-5217	FEDERAL SPECIFICATIONS	A-1 BOX 16		1 BOX OF 12
958	LABORATORY VOLUMETRIC FLASKS	6640-00-815-4160	FEDERAL SPECIFICATS/ KIMAX	A-1 BOX 21		8 BOX 12
958	LABORATORY VOLUMETRIC FLASKS	6640-00-494-3865	FEDERAL SPECIFICATIONS	A-1 BOX 3		1

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
958	LABORATORY VOLUMETRIC FLASKS	6640-00-635-5217	FEDERAL SPECIFICATIONS	A-1 BOX 3		4
958	LABORATORY VOLUMETRIC FLASKS	6640-DSLABEQUP	PYREX	A-1 BOX 3		5
958	LABORATORY VOLUMETRIC FLASKS	6640-DSLABEQUP	PYREX	A-1 BOX 3		7
958	LABORATORY VOLUMETRIC FLASKS	6640-DSLABEQUP		A-1 BOX 35		1 BOX OF 6
958	LABORATORY VOLUMETRIC FLASKS	6640-00-815-4165	FEDERAL SPECIFICATIONS	A-1 BOX 36		4 BOX OF 6
958	LABORATORY VOLUMETRIC FLASKS	6640-00-494-3865	FEDERAL SPECIFICATIONS	A-1 BOX 38		6
958	LABORATORY VOLUMETRIC FLASKS	6640-DSLABEQUP		A-1 BOX 38		2
958	LABORATORY VOLUMETRIC FLASKS	6640-DSLABEQUP		A-1 BOX 39		6
958	MOLECULAR SIEVE CARTRIDGE	6640	ALLTECH ASSOCIATES			37
958	MOLECULAR SIEVE CARTRIDGE	6640	CMS # GPK 10990			11

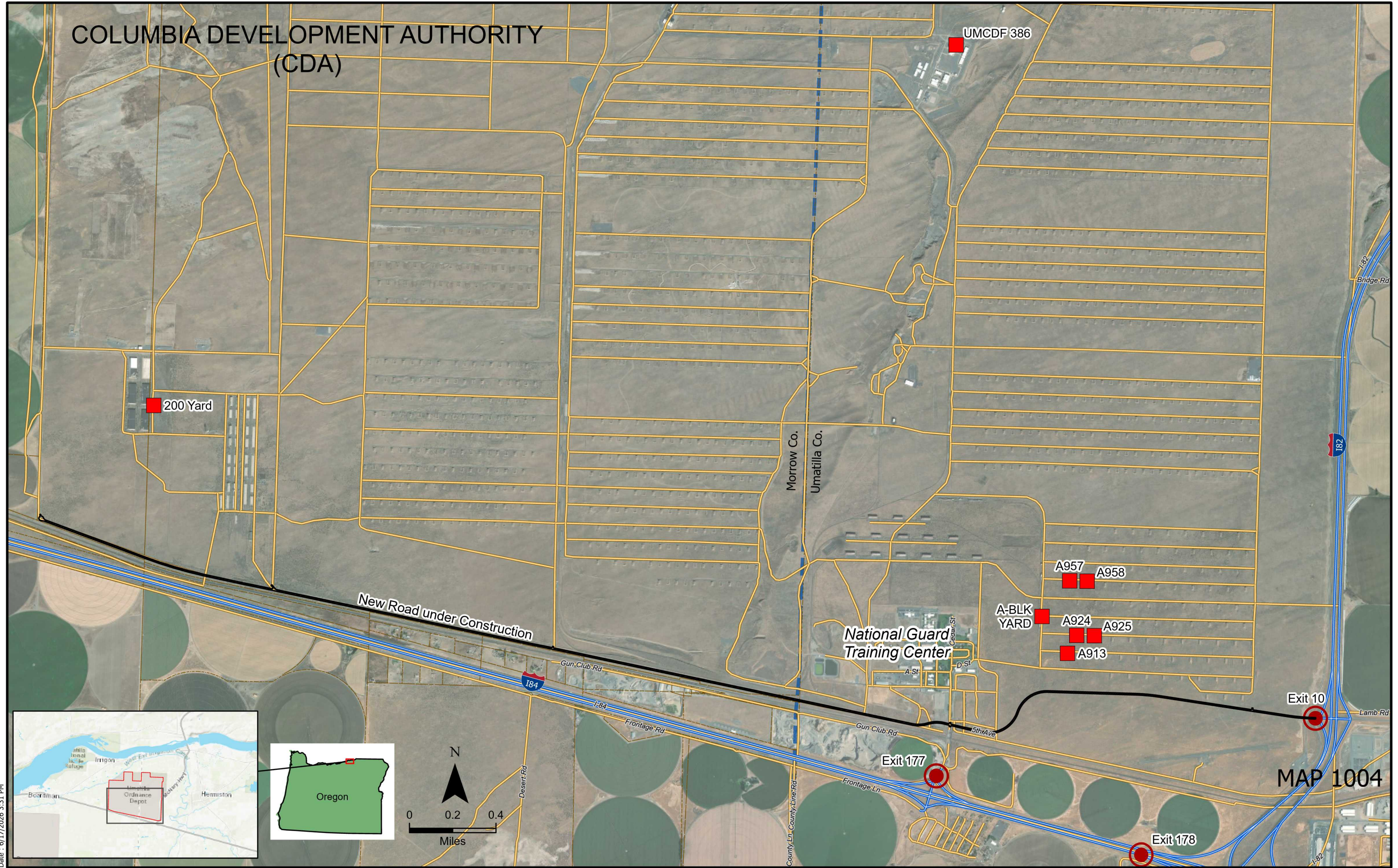
958	Heater, Fan-Forced	CDAM8G-14027-001		56447		3
958	HOIST, ELECTRIC CHAIN	CDAM8G-14155-001		69823		2
958	HOIST, ELECTRIC CHAIN, P/N BEHC5016-15-HK-1 W/15 FOOT LIFT			70047		1
958	SAFETY GLASSES		TRE COM			1584 PR
958	SAFETY GLASSES		VAN GUARD 3257			132 PR
958	SAFETY GLASSES		WILSON			656 PR
958	SAFETY GLASSES					1 BOX
958	Hoist, Hand Chain, with 30' Lift Chain McMaster Carr Number 3713T846			67627		4
958	HOIST,ELECTRICAL CHAIN, P/N BECHC0108-15-HK-1 W/15 FOOT LIFT			70048		1
958	HYDROGEN GENERATOR			12789		1
958	HYDROGEN GENERATOR			12866		1
958	INDEPENDENT ROTATION DRILL (DRIFTER) Crated	3413	INGERSOLL RAND	50819		1
958	Kit, AMS Environmental Soil Sampling	CDAM8G-13252-001		50590		1
958	LAB BIO TRANSPORT CARRIER	6640-01-267-9629	I-CHEM/ NALGE	A-1 BOX 27		1 BOX
958	NITROGEN GENERATOR			12063		1
958	NITROGEN GENERATOR			12717		1
958	PALLET JACK, CARGO 55 PRO UMCDF			55584		2
958	PALLET JACK, HAND TRUCK OM-36962 UMCDF			26033		1
958	Spill Kit, Emergency Mobile General Purpose			70562		1

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
958	UMCDF DRAWINGS					SET
958	VOLUMETRIC FLASK					3
958	WIDE MOUTH BOTTLE	6640-DSLABEQUP	NALGENE 8 OUNCE			7 BOXES
958	WINCH, 1 TON ELECTRIC W/FASTENING HARDWARE, NUTS & BOLTS			79402		1
958	Winch, 1 Ton, Electric	CDAM8G-11103- 0001		32288		1
958	YELLOW AMMO PUSH CARTS	3920-00-222-1037				10
958	YELLOW AMMO PUSH CARTS	3920-00-222-1037				1
200 yard	7393 Tray, Autosampler Tray for use with A 6890 GC for Carbon/Closure Samp			69363		1
200 yard	ACEM Thermal Desorbtion System Model 9300			59880		2
200 yard	ACEM Thermal Desorbtion System Model 9300			59880		6
200 yard	Ancillary Equipment (chair, cone, fan, hoses, beacon, power cords, instrument cords)			>>>>>>>>		1
200 yard	Ancillary Equipment (chair, cone, fan, hoses, beacon, power cords, instrument cords)			>>>>>>>>		1
200 yard	Autoinjector, 7693A, for use with A 6890 GC for Carbon/Closure Analyses			69362		2
200 Yard	Heat(ing) Plant 008 (Trailer Assembly)			70837		1
200 Yard	Heat(ing) Plant 009 (Trailer Assembly)			70837		1
200 Yard	MITEC FUEL TANK 008 (500 Gal)			70839		1
200 Yard	MITEC FUEL TANK 012 (500 Gal)			70839		1
200 Yard	MITEC Heat Exchanger w/fans 008			70838		1
200 Yard	MITEC Heat Exchanger w/fans 009			70838		1
200 Yard	MITEC Programmable Logic Center (PLC) 008			70840		1
200 Yard	MITEC Programmable Logic Center (PLC) 009			70840		1
200 Yard	MITEC SYSTEM 008 (Consisting of Monitor(ing) House 008 & Trailer Assembly	CDAM8G-14078-001		70835		1
200 Yard	MITEC SYSTEM 009 (Consisting of Monitor(ing) House 009 & Trailer Assembly			70835		1

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
200 Yard	MITEC VENTILATION FILTER TRAILER 009			70836		1
200 Yard	TRAILER, VACUUM TANK			28857		1
200 Yard	Mass Selective Detector			55495		1
200 Yard	Mass Selective Detector			55582		1
200 Yard	Mass Selective Detector Turbopump Mainframe	30242		17380		1
200 Yard	Mass Selective Detector, Agilent			29881		1
200 Yard	Tray, AutoSampler, 7683 Series, Model G2614A, Agilent			75798		3
A-blk Yard	20' Conex			57822		3
A-blk Yard	40' Conex 76088	CDAM8G-14037-002		76088		30
A-blk Yard	Air Cooled Heat Exchanger		Amercool			
A-blk Yard	Backhoe, Model JUD 410G Series Loader			JUD 410G		1
A-blk Yard	Bed, Flat W/Stellar Front Loading Support; 34059	IN TRUCK		34059		1
A-blk Yard	Broadcast Spreader, Frontier SS1067B	IN TRUCK		79210		1
A-blk Yard	Broom, 60" Heavy Duty Rotary Broom (on John Deer Tractor)			65270		1
A-blk Yard	Building, Safety			20179		2
A-blk Yard	Compressor, Air		Ingersol Rand	35329		1
A-blk Yard	Container, Roll-off; 229147			29147		3
A-blk Yard	Forklift, Propane H60		Hyster	30212		1
A-blk Yard	Forklift, Propane H60		Hyster	30211		1
A-blk Yard	Forklift, Propane Model #H30XM, 3000 lbs		Hyster			1
A-blk Yard	Forklift, Propane, H50; 5000 lbs		Hyster	35436		1
A-blk Yard	Machine, Weld (Light)			13277		1
A-blk Yard	Storage Building, Hazardous Materials			33592		1
A-blk Yard	Tank, Vapor Baker Style, 21,000 Gallon	CDAM8G-14063-001		61060		1
A-blk Yard	Tractor, John Deere, 131DLV4410			57574		1
A-blk Yard	Tractor, ONC Transport (Freightliner)			19082		1
A-blk Yard	Trailer			24779		1
A-blk Yard	Trailer, 430 Tandem Axle Trailer for Welder (blue)			25633		1
A-blk Yard	Truck, Ampliroil tilt bed (International)	CDAM8G-14037-001		27446		1
A-blk Yard	Truck, Flatbed (5 -6 Ton Minimum Haul); GMC 7500 Freight			14088		1
A-blk Yard	Truck, Kurbmaster, Walk-In			27445		1
A-blk Yard	Truck, Kurbmaster, Walk-In			27445		1
A-blk Yard	Truck, Kurbmaster, Walk-In	CDAM8G-14118-001		30132		1

LOCATION	NOMENCLATURE	NSN/ REQUISITION#	MANUFACTURER	BAR CODE	SERIAL #	QTY
A-blk Yard	Vehicle, Chevrolet Lumina, 1997	CDAM8G-14090-001		10636		1
A-blk Yard	Vehicle, Ford Ranger, 1997			10762		1
A-blk Yard	Vehicle, Ford, Econoline Van, 15 Pass, 1997			10764		1
A-blk Yard	Vehicle, Mini-Van, Ford Aerostar, 1997			10765		1
A-blk Yard	Welder, Trailer Mounted, 12,000 Watts/lights/20-300A			24724		1
A-blk Yard	Exterior Electrical Standby Generator, CAT. CD	CDAM8G-13141-001	Caterpillar	42045		1
A-blk Yard	Generator Enclosure: Enclosure Serial Number: W/O 7520 Date 8/2000		International Supply Co			1
A-blk Yard	Generator Engine Model: 3608 (60Hz); 2660ekW; 720 & 900 RPM Serial Number: 6MC00598 Arrangement Number: 7E7008 174-6813		Catipillar		6MC00598	1
UMCDF 386	Metal shear 16 guage; Model 152K		Pexto (Roper Whitney)		11701702?	1
UMCDF 386	Metal shear 22 guage; Model		Pexto (Roper Whitney)	50500	10/1/8062	1
UMCDF 386	Box and Pan Break 12 Guarge		Tennsmith		HBU 4812	1

# COLUMBIA DEVELOPMENT AUTHORITY (CDA)



Date : 6/17/2026 3:31 PM

MAP 1004

## SCHEDULE OF VALUES

### Columbia Development Authority – Auction Services

The Schedule of Values below represents the proposer's breakdown of costs associated with providing auction services for the Columbia Development Authority. All values shall reflect the total cost for each category.

Cost Category	Proposed Amount
Seller's Commission (%)	_____ % of gross auction proceeds
Buyer's Premium (%)	_____ % of buyer purchase price
Advertising & Marketing	\$ _____
Labor	\$ _____
Mechanic Services	\$ _____
Subcontractors & Equipment	\$ _____
Online Platform / Technology	\$ _____
<b>TOTAL COSTS</b>	<b>\$ _____</b>

---

### Schedule of Values Notes

- Seller's Commission shall be expressed as a percentage of **gross auction proceeds**.
  - Buyer's Premium shall be expressed as a percentage of the **final purchase price paid by buyers**.
  - Advertising, labor, mechanic services, subcontractors, and technology costs shall include **all anticipated expenses necessary to complete the project**.
  - Any costs not listed above must be disclosed and approved in writing by the Columbia Development Authority.
  - The Total Costs line represents the sum of all applicable fees and expenses, **excluding buyer-paid premiums unless otherwise noted**.
-

**Certification**

By signing below, the proposer certifies that this Schedule of Values is complete, accurate, and submitted in accordance with the requirements of this Request for Proposals.

**Firm Name:** \_\_\_\_\_

**Authorized Representative (Printed Name):** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Date:**

\_\_\_\_\_

# COLUMBIA DEVELOPMENT AUTHORITY

## RFP – Auction Services

### Proposal Evaluation Scoring Sheet

Proposer Name: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

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

---

#### Scoring Instructions

- Each criterion is scored on a **0–5 scale**
  - **5 = Excellent / Exceeds requirements**
  - **4 = Very Good**
  - **3 = Satisfactory / Meets requirements**
  - **2 = Below Average**
  - **1 = Poor**
  - **0 = Non-responsive / Not addressed**
- Score × Weight = Weighted Score
- Maximum possible score = **100 points**

---

#### Evaluation Criteria & Scoring

#	Evaluation Category	Description	Weight	Score (0–5)	Weighted Score
1	<b>Firm Qualifications &amp; Experience</b>	Experience with industrial, government, or large-scale surplus auctions; qualifications of firm and key personnel	<b>25%</b>		
2	<b>Auction Plan &amp; Technical Approach</b>	Proposed auction format, timeline, lotting strategy, preview logistics, removal coordination, and on-site operations	<b>25%</b>		

3	<b>Marketing &amp; Advertising Strategy</b>	Quality, reach, and effectiveness of marketing plan; demonstrated ability to maximize bidder participation and sale value	20%		
4	<b>Fee Structure &amp; Cost Competitiveness</b>	Seller commission, buyer's premium, transparency of costs, overall value to CDA	20%		
5	<b>Past Performance &amp; References</b>	Quality of references; record of successful, comparable projects	10%		
	<b>TOTAL SCORE</b>		<b>100%</b>		<b>_____ / 100</b>

---

### Detailed Evaluator Comments

#### 1. Firm Qualifications & Experience

*(Strengths, weaknesses, relevant project experience)*

---



---

#### 2. Auction Plan & Technical Approach

*(Inventory handling, inspection days, staffing, removal logistics, risk management)*

---



---

#### 3. Marketing & Advertising Strategy

*(Target markets, platforms, creativity, demonstrated reach)*

---



---

#### 4. Fee Structure & Cost Competitiveness

*(Clarity, fairness, competitiveness, risk to CDA)*

---



---

## 5. Past Performance & References

*(Client satisfaction, outcomes, reliability)*

---

---

---

### Overall Assessment

- Highly Recommend for Award
- Recommend for Further Consideration / Interview
- Not Recommended

### Summary Justification:

---

---

---

### Optional Interview Adjustment (If Applicable)

Category	Original Score	Adjusted Score	Notes
Interview Performance			
<b>Final Adjusted Score</b>			

## PERSONAL SERVICES CONTRACT

This Agreement is between the Columbia Development Authority, an entity formed by Intergovernmental Agreement between the County of Morrow, County of Umatilla, Port of Morrow, Port of Umatilla and the Confederated Tribes of the Umatilla Indian Reservation, (hereinafter referred to as the "CDA"), and \_\_\_\_\_, (hereinafter referred to as "Consultant").

In consideration of the mutual covenants set forth in this Agreement, the CDA authorizes Consultant and Consultant agrees to carry out and complete services as described below:

- 1. SCOPE OF SERVICES:** The Consultant shall be responsible for the performance of all services as set forth in the scope of services attached hereto and incorporated herein as **Exhibit A** (the "Services") and to the extent described in this Agreement and shall perform Services using the degree of skill and knowledge customarily employed by professionals performing similar services in the community. The Consultant shall be responsible for providing, at the Consultant's cost and expense, all management, supervision, materials, administrative support, supplies, and equipment necessary to perform the Services as described herein, all in accordance with this Agreement.
- 2. TERM OF AGREEMENT:** The term of this Agreement shall begin on the date this contract is fully executed and shall terminate on \_\_\_\_\_ ("Term"). This Agreement may terminate before expiration of the Term by mutual written agreement of the parties or by the exercise of the termination provisions specified herein.
- 3. ADDITIONAL SERVICES:** The CDA may request that the Consultant provide the CDA with certain services not identified in Exhibit A ("Additional Services"). Additional Services shall not be performed by the Consultant unless written approval is received from the CDA. Upon receipt of the written request, the CDA and the Consultant shall negotiate the scope of the relevant Additional Services and price, which shall be subject to the mutual written agreement of the Consultant and the CDA. If the Consultant performs any Additional Services prior to or without receiving a written request from the CDA, the Consultant shall not be entitled to any compensation for such Additional Services. Authorization shall be issued by individual work orders or by amendment to this contract that is signed by the CDA and Contractor.
- 4. TIME OF THE ESSENCE:** The Services of the Consultant shall be undertaken and completed in such a manner and in such a sequence as to assure their expeditious completion in light of the purpose of this Agreement. It is agreed that time is of the essence in the performance.
- 5. FEE:** The CDA shall annually pay fees to the Consultant for Services performed under the terms of this Agreement as follows: \_\_\_\_\_.

Consultant shall submit monthly invoices. Invoices shall include a description of tasks worked on and performed during the prior month and evidence of any Reimbursable Expense in a form acceptable to the CDA. CDA shall make payments in a timely manner, within thirty (30) days of receipt of invoice.

- 6. STATUS OF CONSULTANT AND RELATIONSHIP TO CDA:** The Consultant is an independent contractor and nothing contained herein shall be construed as constituting any relationship with the CDA other than as independent contractor, nor shall it be construed as creating any relationship

whatsoever between the CDA and any of the Consultant's employees. The CDA shall not direct the manner or means by which the Services are performed but can dictate the desired result. Neither the Consultant nor any of the Consultant's employees are nor shall they be deemed employees of the CDA. Further, the Consultant is not and shall not act as an agent of the CDA. All employees who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all wages, salaries and other amounts due the Consultant's employees in connection with the performance of the Services and shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Further, the Consultant has sole authority and responsibility to employ, discharge and otherwise control the Consultant's employees. The Consultant has sole authority and responsibility as principal for the Consultant's agents, employees, sub-consultants and all others the Consultant hires to perform or assist in performing the Services.

**7. REPRESENTATIONS:** The Consultant represents and covenants that:

- a. The Consultant has the required authority, ability, skills and capacity to, and shall, perform the Services in a manner consistent with this Agreement.
- b. The Consultant has knowledge of all of the state, federal, and local legal requirements and business practices that must be followed in performing the Services and the Services shall be performed in conformity with such requirements and practices.
- c. The Consultant is validly organized and exists in good standing under the laws of the State of Oregon, and has all the requisite powers to carry on the Consultant's business as now conducted or proposed to be conducted and the Consultant is duly qualified, registered or licensed to do business in good standing in the State of Oregon.
- d. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action and do not and will not (a) require any further consent or approval of the owners of the Consultant or any other person which has not been obtained or (b) result in a breach of default under the operating agreement of the Consultant or any indenture or loan or credit agreement or other material agreement or instrument to which the Consultant is a party or by which the Consultant's properties and assets may be bound or affected. All such consents and approvals are in full force and effect.

**8. CONSULTANT'S INSURANCE:**

Consultant shall keep and maintain the following insurance for the duration of the contract period:

- a. Commercial General Liability insurance on an occurrence basis with a limit of not less than \$1,000,000 each occurrence for bodily injury and property damage and \$2,000,000 general aggregate. The Liability Insurance coverage shall provide contractual liability. The coverage shall name the CDA as Additional Insured with respect to this Contract.
- b. Automobile Liability insurance with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
- c. Professional Liability insurance with a \$1,000,000 per claim and \$2,000,000 in the aggregate for malpractice or errors and omissions coverage arising from the Consultant's acts, errors or omissions in any way related to this Contract.

- d. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027.)
- e. Prior to commencing any work under this Agreement, the Consultant shall provide the CDA with a certificate or certificates evidencing the insurance required by this section, as well as the amounts of coverage for the respective types of coverage. If the Consultant sub-contracts any of the Services, said sub-consultant(s) shall be required to furnish certificates evidencing statutory worker's compensation insurance, comprehensive general liability insurance and professional liability insurance coverage in amounts satisfactory to the CDA and the Consultant. If the coverage under this paragraph expires during the term of this Agreement, the Consultant shall provide replacement certificate(s) evidencing the continuation of required policies.

As evidence of the insurance coverage required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the CDA at the time Consultant returns the signed Contract. The Commercial General Liability certificate shall provide that the CDA is an Additional Insured but only with respect to the Consultant's services to be provided under this Agreement. Endorsement CG 20 10 11 85 or its equivalent must be attached to the Certificate. The Certificate shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the CDA. Insuring companies or entities are subject to CDA acceptance. If requested, complete copies of the insurance policy shall be provided to the CDA. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. Consultant shall ensure that each insurance policy carried by Consultant under this Agreement includes or allows a full waiver of any subrogation claims.

If any policy obtained by the Consultant is a claims-made policy, the following conditions shall apply: The policy shall provide the Consultant has the right to purchase, upon cancellation or termination by refusal to renew the policy, an extended reporting period of not less than two (2) years. The Consultant agrees to purchase this extended insurance coverage and to keep it in effect during the reporting period. If the policy is a claims-made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto. If the Consultant purchases a subsequent claims-made policy in place of the prior policy, the retroactive date of such subsequent policy shall be no later than the date this Agreement is signed by the parties hereto.

- 9. **INDEMNIFICATION:** The Consultant shall indemnify, defend and hold harmless the CDA, its Board Members, its agents, and affiliates from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent, they are directly resulting from, or alleged to arise from, the acts of the Consultant, or any of the Consultant's sub-consultants, Consultant's suppliers (if applicable) and/or Consultant's employees arising in connection with the performance of this Agreement. The obligations of the indemnifications extended by the Consultant to the CDA shall survive the termination or expiration of this Agreement.
- 10. **CONFIDENTIALITY:** During the performance of the Agreement and for all time subsequent to completion of the Services under this Agreement, the Consultant agrees not to use or disclose to anyone, except as required by the performance of this Agreement or by law, or as otherwise authorized by the CDA, any and all information given to the Consultant by the CDA or developed by

the Consultant as a result of the performance of this Agreement. The Consultant agrees that if the CDA so requests, the Consultant will execute a non-disclosure and/or confidentiality agreement in a form acceptable to the CDA, and will require any employee or sub-consultant performing work under this Agreement or receiving any information deemed confidential by the CDA to execute such an agreement.

11. **ASSIGNMENT:** Neither party shall assign this Agreement or parts hereof or its duties hereunder, but not including work products produced by the Consultant, without the express written consent of the other party. In the event of dissolution or termination of the CDA, the parties agree that the CDA may assign to a successor entity any rights, obligations and functions it may have remaining under this Agreement.

12. **SUBCONSULTANTS:**

- a. **General.** The Consultant is solely and fully responsible to the CDA for the performance of the Services under this Agreement. Sub-consultants who assist the Consultant in the performance of the Services shall at all times be under the Consultant's exclusive direction and control and shall be sub-consultants of the Consultant and not consultants of the CDA. The Consultant shall pay or cause each sub-consultant to pay all wages, salaries and other amounts due to the Consultant's sub-consultants in performance of the duties set forth in this Agreement and shall be responsible for any and all reports and obligations respecting such sub-consultants. All sub-consultants shall have the skill and experience and any license or permits required to perform the Services assigned to them.
- b. **Sub-Consultant Commitments.** All of the Consultant's subcontracts in connection with the performance of the Services shall be in writing and include the following provisions:
  - i. The subcontract/contract is immediately terminable without cause and cost for such termination activities shall not be passed onto the CDA.
  - ii. The sub-consultant shall carry insurance in forms and amounts required by the CDA as provided by this Agreement.
  - iii. All warranties (express or implied) shall inure to the benefit of the CDA and its successors and assigns.
- c. **CDA Consultants.** The CDA may grant Consultant access to its legal counsel, engineers, accountants, auditor, bookkeepers, and lobbyist as necessary to perform the Services. These professionals will not be hired as sub-contractors to the Consultant.

13. **TERMINATION:**

- a. **Termination for Cause.** In addition to any other rights provided herein, the CDA shall have the right to terminate, for Cause, in whole or in part, this Agreement and further performance of the Services by delivery to the Consultant of 60 days' written notice of termination specifying the basis for termination, the extent of termination and the effective date of termination.
- b. **Termination for Convenience/Termination Without Cause.** CDA may, at any time, terminate the Agreement for the convenience of CDA and without cause by delivery to Consultant of 60 days' written notice of termination. In case of such termination, CDA shall pay Consultant pursuant to Section 13(g), below.

- c. Obligations of Consultant. After receipt of a notice of termination, and unless otherwise directed by the CDA, the Consultant shall immediately, but no later than the date of termination, proceed as follows:
- i. Stop work on the Services as specified in the notice of termination;
  - ii. Terminate all agreements with sub-consultants to the extent they relate to the Services terminated;
  - iii. Complete performance in accordance with this Agreement of all of the Services not terminated; and
  - iv. Take any action that may be necessary, or that the CDA may direct, for the protection and preservation of any work product related to this Agreement that is in the possession of the Consultant and in which the CDA has or may acquire an interest.
- d. "Cause." "Cause" includes, but is not limited to, the Consultant (1) engages in fraud; (2) is convicted of or enters a plea of nolo contendere to any felony; (3) engages in willful misconduct; (4) acts in bad faith; (5) engages in an act or omission that is not in the CDA's best interests; (6) engages in any unethical conduct; (7) neglects Consultant's obligations under this Agreement; (8) refuses a reasonable request from the CDA; (9) fails to sufficiently implement the recommendations of the CDA Board provided during the annual performance review of Consultant; (10) fails to cooperate with any investigation or inquiry authorized by the CDA or conducted by a government authority related to the CDA's business; or (11) breaches this Agreement, provided that CDA provides Consultant 30 days written notice containing sufficient detail of the breach and an opportunity for Consultant to cure it.
- e. Consultant Termination. Consultant shall have the right to terminate, for good reason, in whole or in part, this Agreement and cease further performance of the Services by delivery to the CDA of 60 days' written notice of termination specifying the basis for termination, the extent of termination and the effective date of termination. "Good Reason" means the CDA (1) engages in fraud or willful misconduct in bad faith, (2) requests that Consultant engage in any unethical conduct, (3) intentionally prevents Consultant from accomplishing the Services, or (4) breaches this Agreement, provided that Consultant provide CDA 30 days written notice containing sufficient detail of the breach and an opportunity for CDA to cure it.
- f. Termination Settlement. After termination, the Consultant shall submit a final termination settlement proposal to the CDA in a form and with a certification prescribed by the CDA. The Consultant shall submit the proposal promptly, but no later than thirty (30) days from the effective date of termination, unless extended in writing by the CDA upon written request by the Consultant within such thirty-day period. If the Consultant fails to submit the proposal within the time allowed, the CDA's payment obligations under this Agreement shall be deemed satisfied and no further payment by the CDA to the Consultant shall be made.
- g. Payment Upon Termination. As a result of termination, and regardless of how terminated, the CDA shall pay the Consultant in accordance with the terms of this Agreement for the Services satisfactorily performed up to the termination and unpaid at termination. Should the CDA terminate Consultant for convenience or without Cause, the CDA will pay

Consultant an amount equal to the remainder of the Annual Fee for the year in which the termination occurs or 1/3 of the Annual Fee, whichever is less.

- h. CDA's Claims and Costs Deductible Upon Termination. In arriving at the amount due the Consultant under this section there shall be deducted any claim which the CDA has against the Consultant under this Agreement.
  - i. Partial Termination. If the termination is partial, the parties will negotiate an appropriate adjustment of the price of the Services not terminated within thirty (30) days from the effective date of notice of partial termination, unless such time is extended in writing.
14. **FORCE MAJEURE:** Neither party to this Agreement shall be liable to the other party for delays in or failure to perform services caused by circumstances beyond its reasonable control, including but not limited to acts of God, acts of governmental authorities, strikes, riots, civil unrest, war, lockouts extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable contemplation of either party. For delays resulting from unanticipated material actions or inactions of CDA or third parties, Consultant shall be given an appropriate time extension and shall be compensated for all costs of labor, equipment, and other direct costs Consultant reasonably and necessarily incurs.
15. **RECORD KEEPING:** The Consultant shall maintain all records and documents relating to Services performed under this Agreement for six (6) years) after the termination or expiration of this Agreement. This includes all books and other evidence bearing on the Consultant's time to perform the Services and Reimbursable Expenses under this Agreement. The Consultant shall make these records and documents available to the CDA, at the CDA's office, at all reasonable times, without any charge. Authentic reproductions may be maintained instead of original records and documents.
16. **WORK PRODUCT:** All work product of the Consultant prepared pursuant to this Agreement, including but not limited to, all communications, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall upon payment of all amounts rightfully owed by the CDA to the Consultant herein remain the property of the CDA under all circumstances, whether or not the Services are complete. When requested by the CDA, all work products shall be delivered to the CDA in electronic, PDF or full-size, hard copy form. Work products shall be provided to the CDA at the time of completion of any of the discrete tasks specified in the Services or as otherwise directed by the CDA. Consultant shall maintain copies on file of any such work product involved in the Services for three (3) years, shall make them available for the CDA's use, and shall provide such copies to the CDA upon request.

Subject to the provisions of the Oregon Public Records Law (the "Law"), all documents, including, but not limited to, electronic documents prepared under this Agreement are for use only by the CDA and in completion of the Services described hereunder, and may not be used by any other person or for any other purpose.

17. **CONSULTANT TRADE SECRETS AND OPEN RECORDS REQUESTS:**

- a. Public Records. The Consultant acknowledges and agrees that all documents in the CDA's possession, including documents submitted by the Consultant, are subject to the provisions of the Oregon's Public Records laws (the "Law"), and the Consultant acknowledges that the CDA shall abide by the Law, including honoring all proper public records requests. Should the Consultant choose to contest a public records request seeking Consultant's records, the

Consultant shall be responsible for all Consultants' costs incurred in connection with any legal determination regarding the Law, including any determination made by the district attorney or a court pursuant to the Law. The Consultant is advised to contact legal counsel concerning such acts in application of the Law to the Consultant.

- b. Confidential or Proprietary Materials. If the Consultant deems any document(s) which the Consultant submits to the CDA to be confidential, proprietary or otherwise protected from disclosure under the Law, then the Consultant shall appropriately label such document(s), and submit such document(s) to the CDA together with a written statement describing the material which is requested to remain protected from disclosure and the justification for such request. The request will either be approved or denied by the CDA in the CDA's discretion. The CDA will make a good faith effort to accommodate a reasonable confidentiality request if in the CDA's opinion the CDA determines the request complies with the Law.
- c. Stakeholder. In the event of litigation concerning disclosure of any document(s) submitted by consultant to the CDA, the CDA's sole involvement will be as stakeholder retaining the document(s) until otherwise ordered by the court and the Consultant shall be fully responsible for otherwise prosecuting or defending any actions concerning the document(s) at its sole expense and risk.

18. **DESIGNATION OF REPRESENTATIVES:** The CDA hereby designates the CDA Board Chair and the Consultant hereby designates \_\_\_\_\_ as the persons who are authorized to represent the parties with regard to administration of this Agreement, subject to limitations, which may be agreed to by the parties.

19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto relating to the Services and sets forth the rights, duties, and obligations of each party to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be amended except by a writing executed by both the Consultant and the CDA and approved by the CDA Board.

20. **INTERPRETATION:** In this Agreement the singular includes the plural and the plural includes the singular; statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to; references to "writing" include printing, typing, lithography, computer software and other means of reproducing word in a tangible visible form; references to articles, sections (or subdivisions of sections), exhibits, annexes, appendices or schedules shall be construed to be in this Agreement unless otherwise indicated; references to agreements, exhibits, annexes, appendices hereto and other contractual instruments shall, unless otherwise indicated, be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by this Agreement; words not otherwise defined which have well-known technical or industry meanings, unless the context otherwise requires, are used in accordance with such recognized meanings; and references to persons include their respective permitted successors and assigns, and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

21. **BINDING AGREEMENT:** This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the parties hereto.

- 22. **NO WAIVER:** No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
  
- 23. **LIMITATION ON DELEGATION:** The parties hereto acknowledge and agree that certain powers, rights and duties conferred on or held by the CDA are inherently governmental in nature and may not be delegated by contract to the Consultant. Nothing in this Agreement shall be construed as an unlawful delegation of the non-delegable functions and powers of the CDA, and the Consultant shall have no obligation to perform any non-delegable function.
  
- 24. **LEGAL COUNSEL:** The parties hereto agree they have full and adequate opportunity to consult with legal counsel and that each has had such counsel as it deems appropriate.
  
- 25. **OBSERVE ALL LAWS:** The Consultant shall keep fully informed regarding and materially comply with all federal, state and local laws, ordinances and regulations and all orders and decrees of bodies or tribunals having jurisdiction or authority which may affect those engaged or employed by Consultant in the performance of this Agreement.
  
- 26. **CONTROLLING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any disputes hereunder shall be litigated in Morrow County Circuit Court in the State of Oregon.
  
- 29. **FURTHER ASSURANCES:** Each party shall execute and deliver, at the request of the other party, any further documents or instruments, and shall perform any further acts that may be reasonably required to fully effect the transaction intended by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this \_\_\_ day of \_\_\_\_\_, 2026.

CONSULTANT:

COLUMBIA DEVELOPMENT AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**