

COMMERCIAL BUILDING LEASE

THIS LEASE ("Lease") is entered into as of the 31st day of May, 2025 between the following parties:

LANDLORD: **Port of Arlington,** ("Landlord")
an Oregon municipal corporation
P.O. Box 279
100 Port Island Road
Arlington, OR 97812

and

TENANT: **Aerovel Corporation** ("Tenant")
a Washington corporation registered to
conduct business in the State of Oregon
314 N. Depot Street
Bingen, WA 98605-8902

RECITALS

A. Landlord owns real property located at 1500 Airport Road, in Arlington, Oregon, Gilliam County Map and Taxlot No. 03N21E00-00-00702 A1, (the "Property") along with improvements on the property consisting of a commercial building, paved access and parking area including a covered canopy, and security fencing; and

B. Tenant desires to lease a portion of the Property as shown on Exhibit A attached hereto, including (i) approximately 2,439 square feet of interior office space in the commercial building; and (ii) non-exclusive use of two designated parking areas which Tenant will share with co-tenants of the commercial building: (a) the parking area south of the commercial building and west of the covered canopy, and (b) the northern part of the parking area adjacent to the primary office area building entrance on the northeast side of said building, subject to the limitations set forth in section 3.5 hereinbelow which strictly prohibits Tenant from parking in front of, blocking or impeding access to the warehouse bay roll-up doors on the east side of the commercial building. The leased portion of the Property is referred to herein as the "Premises". Tenant intends to use the Premises in accordance with the terms of this Lease; and

C. Landlord desires to lease the Premises to Tenant for Tenant's use as an office space and Arlington Municipal Airport adjacent viewing facility for Tenant's small tactical unmanned aerial system (STUAS) aircraft testing and demonstrations; and

D. Tenant acknowledges that Landlord does not own Arlington Municipal Airport and that Landlord makes no representations regarding Tenant's access to Arlington Municipal Airport. Any access to or use of Arlington Municipal Airport should be negotiated by Tenant with the City of Arlington and is not a part of the Premises or related to this Lease.

AGREEMENT

NOW, THEREFORE, Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, on the terms and conditions set forth in this Lease:

1. Lease of Property to Tenant; Lease Term; Possession

1.1. Lease of Premises to Tenant. Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the term, at the rental rate, and upon all of the conditions set forth in this Lease.

1.2. Term of Lease. The "Initial Term" of this Lease shall be **two (2) years**, commencing on June, 1 2025 (the "Commencement Date") and expiring at 11:59 p.m. local time on May 31, 2027, unless sooner terminated or extended as provided in this Lease.

1.3. Rolling Renewal. If, at the expiration of the Initial Term of the Lease, Tenant is not in default and if this Lease has not otherwise already been terminated by the Parties pursuant to the terms set forth herein, the Lease will automatically **renew for up to five (5) consecutive, one (1) year periods** (each one (1) year period being a "Renewal Term"), unless either party provides written notice of non-renewal to the other party not less than ninety (90) days prior to the end of the current term. The rent for the Renewal Term shall be the Base Rent (as defined below) in effect in the term immediately preceding the Renewal Term, **plus three percent (3.00%)**. All other terms and conditions of this Lease shall remain in effect, unless otherwise agreed upon in writing by both parties.

1.4. Possession. Tenant will be entitled to possession of the Premises for purposes of this Lease upon the Commencement Date.

1.5. Premises Leased "As Is". The Premises is leased to Tenant in its "AS IS" condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by Landlord as to the condition or suitability of the Premises for any intended use or purpose by Tenant and without any representation or warranty by Landlord as to its compliance with applicable Legal Requirements (as defined below) or other matters, and Tenant further acknowledges that Tenant will be relying solely on its own skill, judgment and discretion in deciding whether to lease the Premises.

1.6. Right of First Refusal. Tenant shall have the right of first refusal to lease the internal warehouse space and external covered canopy and parking areas not included in the Premises but located on the Property, upon termination of the current lease between Landlord and Alpine Power Systems, Inc. (or its successors or assigns). Landlord shall notify Tenant in writing of the availability of said space, including all terms and conditions of the proposed lease. Tenant shall have thirty (30) days from the date of such notice to exercise their right of first refusal by providing written notice to Landlord of their intention to lease the space on the same terms and conditions offered by Landlord to a third party. If Tenant fails to exercise their right of first refusal within the thirty (30) day period, or if Tenant's offer does not match the third-party offer, Landlord may lease the space to a third party on the terms agreed upon.

2. Rental

2.1. Annual Base Rent. For the first twelve (12) months of the Initial Term, Tenant shall pay to Landlord as rent for the Premises the sum of **Three-Thousand and NO Dollars (\$3,000.00)** per month, in advance ("Rent" or "Base Rent"). Beginning on June 1, 2026, and upon every annual anniversary of the Commencement Date for each year of the Initial Term and the Renewal Term, if any, the Base Rent will be increased in an amount equal to three percent (3.00%) of the prior year's Base Rent. Rent for the first month shall be paid on or prior to the Commencement Date. Rent for any partial month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other place as Landlord may designate in writing.

2.2. Additional Rent, No Offsets. All payments required to be paid by Tenant under this Lease, other than Base Rent, will constitute "Additional Rent". All rent (including Base and Additional Rent) shall be received by Landlord without set-off, offset, abatement, or deduction of any kind.

2.3. Net Lease. The Rent paid by Tenant shall be a fully net (sometimes referred to as "triple net" or "absolute net") return to Landlord, so that from and after the Commencement Date, this Lease shall yield the Base Rent to Landlord net of all operating costs, maintenance and repair costs, taxes, insurance charges, assessments, governmental charges, utility costs and fees, and all other expenses of whatever kind or nature pertaining to the operation of the Premises. All such costs and expenses accruing after the Commencement Date shall be paid by Tenant as to the Premises. This provision includes but is not limited to Tenant's duty to pay property taxes on the facilities not to exceed \$8,000 annually.

Property taxes will be paid in advance to the Landlord on a prorated basis of **\$660 per month** along with monthly base rent payment. Landlord will be responsible for payment of the property tax liability to the Gilliam County Treasurer and any liability over \$8,000. If it is determined by the Tax Assessor that the property taxes are less than \$8,000, the difference in the collected monthly amounts will be remitted to the Tenant.

3. Use of Premises

3.1. Permitted Use. Tenant will use the Premises only for the following purpose(s): general office use related to the testing and demonstration of Tenant's STUAS aircraft testing and demonstrations to be conducted on adjacent Arlington Municipal Airport property ("Permitted Use"). No other use may be made of the Premises without the prior written approval of Landlord, which may be granted or denied in the sole discretion of Landlord.

3.2. Compliance with Legal Requirements. In connection with its use, Tenant shall keep and maintain the Premises in compliance with all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction, and other recorded covenants, conditions and restrictions affecting the Premises and the Property (collectively, the "Legal Requirements").

3.3. Non-disturbance. The rights of Tenant to the Premises shall not be disturbed, cancelled, terminated or otherwise interfered with by Landlord during the term of this Lease.

3.4. Hazardous Substances. Landlord has no knowledge as to whether hazardous substances have been generated, released, stored or deposited over, beneath, or on the Premises or the Property. Tenant (as to the Premises, during the Lease term) and Landlord (as to any adjoining property owned or operated by it), if any, shall not allow or permit any Hazardous Substances to be generated, released, used, stored or deposited on or in the Premises or adjoining property, except to the extent that any Hazardous Substances exist on the Premises or adjacent property, or in the ordinary course of maintaining and operating such property and in strict compliance with applicable Environmental Laws (as defined below). The term "Hazardous Substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), the Clean Air Act (CAA) and any and all other federal, state and local statutes or ordinances applicable to the protection of human health or the environment (the "Environmental Laws").

3.5. Limits on Use. Tenant will not use, nor permit anyone else to use, the Premises in a manner, nor permit anything to be done on the Premises, that (a) adversely impacts, or is likely to adversely impact

the Premises and/or the Property, or any element or part of the Premises, or the operations of the Premises; (b) creates any condition that is a safety hazard; (c) creates a condition that may increase the rate of fire insurance for the Premises or would prevent Landlord from taking advantage of any ruling of an insurance rating bureau that would allow Landlord to obtain reduced rates for its insurance policies, or violates any requirements of Tenant's insurance carrier; or (d) creates a hazard or a nuisance to other tenants or occupants of the Property. Tenant will not park or otherwise block or impede access to the area in front of the warehouse bay roll-up doors on the east side of commercial building which area is reserved exclusively for truck access by the other building tenant.

4. Improvements; Maintenance; Taxes; Utilities

4.1. **Improvements.** Tenant will not make any alterations, additions, or improvements to the Premises, modify the color of the exterior or interior of the Premises, or install any wall or floor covering therein without obtaining Landlord's prior written consent, which consent Landlord may withhold in Landlord's sole discretion. If Landlord consents in writing to any proposed alteration of the Premises, Tenant will (i) contract only with a Landlord-approved contractor for the performance of the alterations, (ii) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (iii) cause all alterations to be completed in compliance with Landlord approved plans and specifications with all due diligence. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables, or conduit installed by Tenant will immediately become part of the Premises/Property, with title vested in Landlord. Landlord may require that Tenant remove any such improvements, alterations, wiring, cables, or conduit installed by or for Tenant and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Tenant for any work on the Premises will be subject to review and approval by Landlord, and Landlord may post notices of non-responsibility in connection with any work being performed in the Premises by or at the request of Tenant. All work on the Premises by or at Tenant's request must comply with all applicable Laws. Tenant will not permit any liens to attach to the Premises or Property as a result of any work performed by or at Tenant's request. Notwithstanding the foregoing and subject to the terms set forth hereinabove, including prior review and approval by Landlord, Landlord may allow Tenant to install electronic access control and security cameras, internet service and secured cage for network equipment in and on the Premises, so long as building structural integrity is maintained and installation and operation of the access control and security cameras does not interfere with other Property tenants' use and enjoyment of their leased space.

4.2. **Signage.** Tenant shall have the right to install exterior signage on the Premises, provided that such signage (i) complies with all applicable laws, ordinances, and regulations; (ii) does not interfere with the operations of other tenant(s) on the Property; and (iii) has been approved in writing by Landlord. Tenant shall be responsible for all costs associated with the installation, maintenance, and removal of such signage, including the repair of any damage caused by its removal at the end of the Lease term

4.3. **Tenant Maintenance and Repairs.** Tenant will be responsible for maintaining the Premises in good order, condition, repair, operating condition, working order and appearance, and in accordance with all applicable Legal Requirements and Environmental Laws. Tenant will be responsible for minor HVAC system maintenance and repairs, including, but not limited to, inspecting and changing filters as needed, and any major repair or replacement caused by Tenant's negligence or willful misconduct. Tenant shall obtain a yearly maintenance inspection identifying maintenance and repair needs for the Premises, a copy of which shall be provided to Landlord.

4.4. **Landlord Maintenance.** Landlord will repair, maintain, and/or replace, if necessary, the roof, foundation, exterior walls, electrical systems and plumbing systems. Landlord will be responsible for major HVAC system repair, maintenance, and/or replacement, if necessary, on the Premises to the extent the major repair, maintenance, and/or replacement is not necessary due to Tenant negligence or willful misconduct. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise

give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

4.5. Utilities and Services. Tenant shall pay to Landlord **Three Hundred Dollars (\$300.00) per month** for utilities in addition to the base rent. Utilities provided by Landlord to Tenant are electricity, water, and sewer. Payment for utilities shall be due and payable to Landlord at the time base rent is due for each month. Tenant is responsible for all other utilities, including telephone.

5. Insurance; Restoration of Damage

5.1. Liability Insurance. At all times during the Term of this Lease, Tenant, at its expense, will maintain commercial general liability insurance in respect to the Premises and the conduct or operation of business in it, naming Landlord as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) per each occurrence. All such insurance will insure the Tenant's performance of the indemnity agreement as to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease. Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in a form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy at least thirty (30) days before the expiration of any existing policy. All such policies must contain a provision whereby the same cannot be canceled or modified unless Landlord and any additional insured are given at least thirty (30) days' prior written notice of the cancellation or modification. All policies may be part of blanket coverage relating to properties owned or leased by Tenant.

5.2. Indemnification. Tenant will indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured damage to any property and for any injury, illness, or death of any person occurring in or on the Premises when the damage, injury, illness, or death is caused by the act or failure to act of Tenant, its agents, servants, employees, invitees, or licensees, by any breach of this Lease by Tenant, or by any use of the Premises during the Term. This indemnity will apply even if a third-party claim arises from Landlord's negligence to the extent that the claim is covered by Tenant's liability insurance, it being the intent of the parties that Tenant's contractual liability insurance coverage will be the primary source of coverage for any third-party claims for accidents occurring in or on the Premises regardless of whether Tenant or Landlord is at fault. The Tenant's duty of indemnification shall survive the termination of this Lease.

6. Condemnation

If the entire Property is condemned, or if a portion is taken which causes the remainder to be reasonably unusable for the use permitted hereunder, then this Lease shall terminate as of the date upon which possession of the Premises is taken by the condemning authority.

7. Transfers by Tenant Prohibited Without Consent

Except as expressly provided herein, Tenant shall not assign, pledge, hypothecate, encumber or otherwise transfer its leasehold interest and interest in the improvements on the Premises without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion. An unauthorized transfer under this section shall be deemed a default of this Lease and entitle Landlord to terminate this Lease.

8. Events of Default

The following shall be "Events of Default":

8.1. Unauthorized Transfer. Tenant's assignment, pledge, sublease, encumbrance or other transfer of Tenant's leasehold interest without the prior written consent of Landlord.

8.2. Payment Default. Failure of Tenant to make any Rent or other payment to be made to Landlord under this Lease within twenty (20) days after receipt of written notice of nonpayment.

8.3. Default of Other Covenants. Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the thirty (30) day cure period, this requirement shall be satisfied if Tenant begins correction of the default within the thirty (30) day cure period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable.

8.4. Notice of Action to Retake or File Suit. Prior to taking any action to re-enter or retake possession of the Premises, or to sue Tenant for damages for default, Landlord will provide Tenant with at least ten (10) days' notice of Landlord's intent to pursue the particular remedy or remedies if the default is not cured within such time period. Such notice may be given concurrently with or separately from the notices specified above.

9. Remedies on Default

Upon default, after expiration of notice and cure periods provided in Section 8, Landlord may exercise anyone or more of the following remedies:

9.1. Termination. In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the Premises and remove any persons or personal property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

9.2. Re-letting. Following reentry or abandonment, Landlord may re-let the Premises and may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to re-let for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises or to any tenant that Landlord may reasonably consider objectionable. Landlord may re-let all or part of the Premises, alone or in conjunction with other portions of the Property for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

9.3. Damages for Default. Landlord may recover all damages caused by the default. Landlord may sue periodically to recover damages as they accrue during the remainder of the Lease term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Lease Term equal to the difference between the rent specified in this Lease and the reasonable rental value of the Premises for the remainder of the Term, discounted to the time of judgment at the rate of nine percent (9.00%) per annum.

9.4. Cure of Tenant's Default. Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The reasonable cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of twelve percent (12.00%) per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

9.5. Other Remedies. Landlord may exercise any other remedy available under applicable law. Landlord may terminate this Lease and take possession of the Premises, and Landlord may pursue any other legal remedy for breach of contract, including (without limitation) specific performance, collection of damages, and collection of attorneys' fees and other costs and expenses.

10. General Provisions

10.1. Modifications. This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Neither party shall be bound by any statement of any agent or employee modifying this Lease, except for any person which the party has specifically designated in writing as its representative.

10.2. Nonwaiver. Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

10.3. Succession. Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

10.4. Entry by Landlord. Landlord or its authorized representatives may enter the Premises at all reasonable times and upon reasonable notice to Tenant. In the event of an emergency, Landlord may enter the Premises at any time without advance notice to Tenant and shall provide notice to Tenant of such entry as soon as practicable.

10.5. Estoppel Certificates. Within (ten) 10 calendar days after receipt of written request, each party shall deliver a written statement to the requesting party stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested.

10.6. Notices. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given (collectively "Notices") shall be given in writing and effective upon receipt. Notices may be served: by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed Notices shall be deemed received three (3) business days after mailing, properly addressed. Couriered Notices shall be deemed received when delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. With respect to any notice sent by telex, facsimile, email, or other telecommunication device, the term "receipt" will mean electronic verification that transmission to the recipient was completed, if such transmission occurs during the normal business hours, or otherwise on the next business day after the date of transmission. Personal delivery of Notices shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, Notices shall be delivered to the parties at the addresses first set forth above.

10.7. Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial, upon appeal and on any petition for review, in addition to all other sums provided by law.

10.8. Relationship of Parties. The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint-venturer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.

10.9. Applicable Law. The Premises and the Property are located in the State of Oregon. The parties agree that the law of such State shall be applicable for purposes of construing and determining the validity of this Lease. Any claim, action, suit or proceeding (collectively, "Claim") between Landlord and Tenant that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Gilliam County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

10.10. Prior Agreements. This Lease (including all exhibits, incorporated herein) is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives with respect to such matters.

10.11. Validity of Provisions. If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

10.12. Recording; Quitclaim. Tenant shall not file or record this Lease without the specific prior written consent of Landlord. Upon expiration or earlier termination of this Lease, Tenant shall promptly execute, acknowledge and deliver to Landlord any quitclaim deed or other document required by Landlord or a title company to remove the cloud of this Lease from the Property and to evidence the termination of Tenant's interests in the Premises and/or the Property and improvements that will remain on the Premises.

10.13. Merger of Estates. In the event and at such time as Landlord may own and hold both the landlord's and tenant's interest under this Lease, this Lease will terminate automatically by merger of estates.

10.14. Authorization of Lease; Facsimile, or Email Signatures. Each party covenants and warrants to the other that the person(s) executing this Lease on behalf of the party is duly authorized to execute and bind the party under this Lease. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or email-transmitted signatures by signing an original document.

10.15. Brokers. Neither party has used a real estate broker in connection with this transaction. Each party will defend, indemnify, and hold harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of its own conduct.

10.16. Section Headings. The headings to the sections and paragraphs of this Lease are included only for the convenience of the parties and shall not have the effect of enlarging, diminishing, or affecting the interpretation of its terms.

10.17. Joinder in Instruments. Upon reasonable request from time to time, Landlord shall join with Tenant in any conveyance, dedication, grant of easement or license or other instrument as shall be reasonably necessary or convenient to provide public utility service to the Premises or in order to allow development or use of the Premises by Tenant. Landlord shall not be required to incur any cost or expense by virtue of the provision of this paragraph.

10.18. Exhibits. All exhibits and attachments to the Lease are hereby incorporated as part of the body of this instrument.

IN WITNESS WHEREOF, the undersigned has caused this Lease to be duly executed by a person or officer thereunto duly authorized as of the date and year first above written.

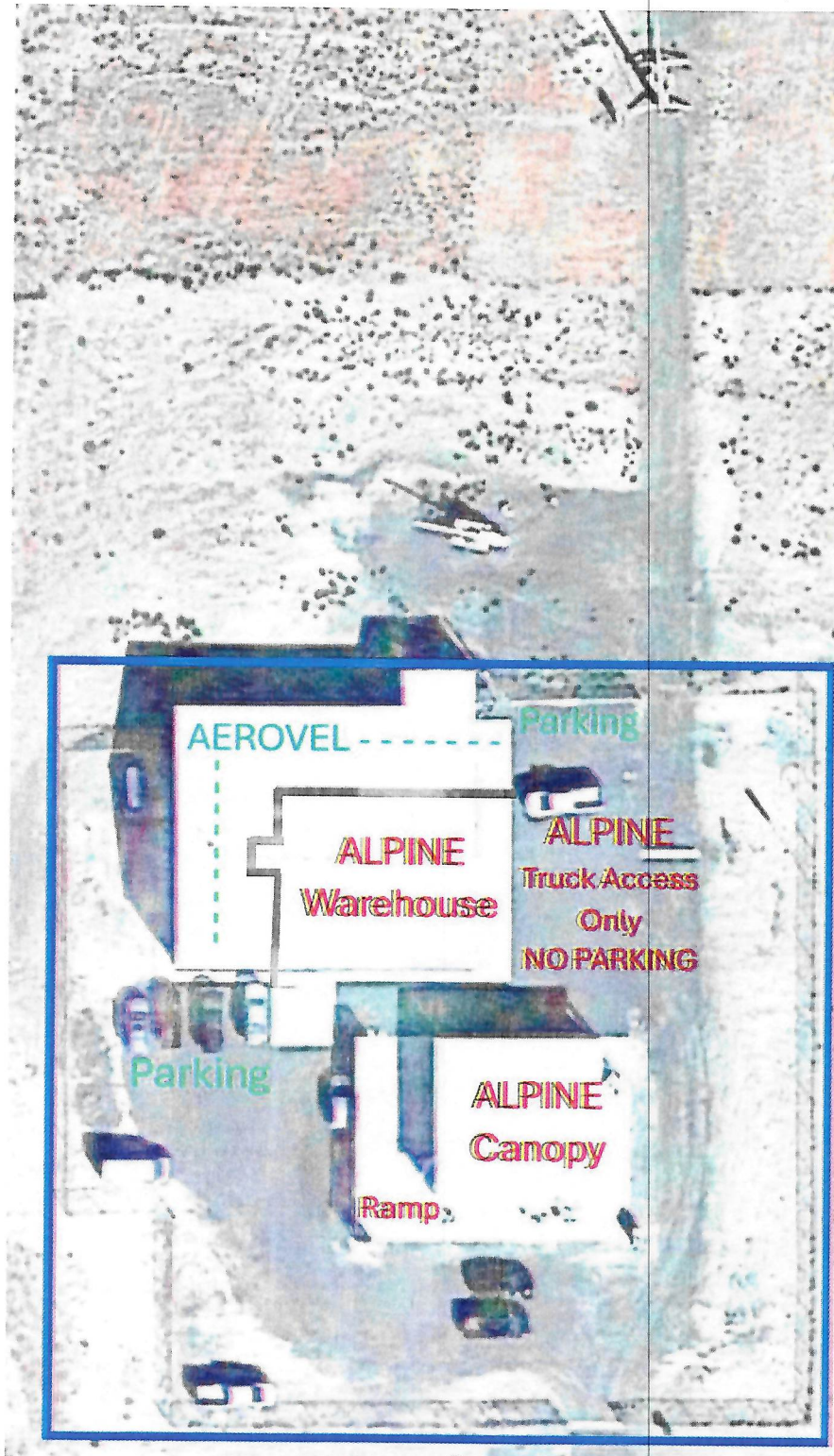
By: **LANDLORD**
PORT OF ARLINGTON

By: **TENANT**
AEROVEL CORPORATION

Leah Shannon,
Port Commission Board President

Nicholas Webster,
Head of Supply Chain Purchasing

EXHIBIT A
Leased Premises



Housing developments abound

5.5 A

Published 5:00 am Thursday, May 29, 2025 By MICHAEL KANE | For the East Oregonian

From subdivisions to new apartments, housing is key component of growth in Umatilla and Morrow counties

As the population in Umatilla and Morrow counties continues to grow, so, too, are the challenges of finding housing. The availability of housing depends on several factors — primarily where one is looking and how much an individual or family can afford.

Hermiston

In Hermiston, new subdivisions are offering homes in a range of sizes and prices. Hermiston Assistant City Manager Mark Morgan anticipates new development this year and during the next several years.

“In terms of larger scale imminent development, I think we will see rapid single-family home development taking place this calendar year in the 270-home Upland Meadows subdivision on East Theater Lane behind Loma Vista Elementary School,” Morgan said. “I fully expect that to be completely built out within four or five years.

Additionally, this year we should see some rapid home building in the Henry K’s Place subdivision just east of Blue Mountain Community College off 10th street.”

Morgan said the Diamond Run development between Diagonal and Elm continues to build out “at a good pace.”

He said Diamond Run was originally intended to be a 150 single-family home subdivision but now will be 300-plus duplexes and townhomes.

The Santiago Estates development on Diagonal near O So Kleen has 180-unit capacity for development. “I anticipate that we will continue to see 20-30 manufactured homes placed in there each year for the next five to 10 years,” Morgan said.

Mike Boylan, principal broker and owner of Boylan Realty in Hermiston, said homebuyers have plenty of choices in Hermiston. “We are fortunate in our area to have a good mix of existing homes and new construction homes for sale,” Boylan said. “There is a good selection with a variety of price points, even for first-time homebuyers.”

According to Morgan, Hermiston’s biggest housing is market-rate apartment units. “I always think of the 22-year-old recent graduate who gets hired as a teacher,” he said. “Since they’ll be making \$50,000 a year as a single person, that does not qualify them as low income, so they don’t qualify for any available rental housing.

But they’re also in debt up to their eyeballs and frankly may not want to commit to buying a house just yet.”

People in that situation then rent an apartment in Kennewick and commute every day to work in Umatilla County and export their income to the Tri-Cities.

“We need to offer an onramp into the community,” he said, “so that people who are coming here to work have the ability to grow their lives here so we can maximize the economic return of the jobs they’re working, rather than just exporting it to Tri-Cities.”

Boylan agreed with Morgan. “While there’s always been a need for rentals in our area, I have seen the need grow greatly in the past five years as more jobs come to our area,” he said.

Umatilla

Umatilla City Manager David Stockdale said the city has been experiencing a surge in new housing during the past seven years. Prior to 2018, the city averaged about 10 new homes per year.

“Since then, there has been at least 60 new homes built each year, with the most being last year at 109 housing units,” he said.

Despite that, Stockdale said housing is not keeping up with growth. He said new industrial development from Amazon Web Services and other businesses, coupled with some new commercial businesses and temporary construction jobs, have created an “overwhelming demand and need for housing in Umatilla.”

In fact, the city’s Building Lands Assessment indicated the city is approximately 1,200 housing units short of what Umatilla needed at that time to keep up with the demand.

“And, though there has been nearly 600 housing units built in Umatilla since 2018, the continued increases in demand for housing is still outpacing our record-breaking development pace,” he said.

Stockdale said the city needs housing at every economic level. “We are working hard to find ways to bring in developers to construct more multi-family housing and more affordable housing,” he said. “These types of developments often require incentives or subsidies in order to make it financially viable to any developer.

For affordable housing, that often means having shovel-ready land available for developers, or land that has all utilities already available to connect to.”

Pendleton

Pendleton finds itself in a similar situation to Umatilla. City Manager Robb Corbett said Pendleton does not have enough housing to keep up with growth.

“We are lacking in all categories,” he said. Several apartment complexes have been built in the last several years, and Corbett said few units stay vacant for long.

“A developer built a 202-unit market-rate apartment complex across from the prison and they filled up surprisingly fast,” he said.

Corbett said the city did a housing study in 2011 and updated it in 2016. The study prompted Pendleton to place new housing as a high priority. And the city council in May reviewed the city’s latest housing needs analysis.

“I feel in some ways that we’ve had great success, but still have a way to go,” he said.

Corbett said the city created a revolving loan fund to help pay the cost of infrastructure, which the developer typically pays. “This was done to lower the cost of development in the city,” he said. “We pay for the infrastructure and as they build new houses, they pay us back.”

The first phase of the infrastructure upgrade is happening in the south end of the city, and Corbett said he is confident it will attract housing development. “It’s a really critical piece of our housing plans,” he said.

Jef Farley, owner and principal broker for the Coldwell Banker Farley Co. in Pendleton, said the city is experiencing a seller’s market. He said Pendleton has 2.65 months of inventory. According to the National Association of Realtors, a balanced market is about five months’ worth of inventory. “I am very bullish on our local markets and that includes most of Eastern Oregon,” Farley said. “People are wanting to move here, and the lack of inventory is a real problem.”

Boardman

In Boardman, housing development is not keeping up with the population growth, City Manager Brandon Hammond said.

In early 2024, city officials met with a broad range of stakeholders on the topic of housing and what is needed to keep up with demand. Those stakeholders included Threemile Canyon Farms, Boardman Foods, the Port of Morrow and the school district.

“We came to the conclusion that Boardman was about 250 housing units short — minimum,” Hammond said.

According to the city, about 60% of Boardman’s workforce lives outside the city. “That spurred us to create a Housing Committee, and we set up a \$1 million rotating fund to help developers who may need some help with development costs. We would loan a developer money to help pay for the development and the developer pays us back as homes sell.”

Like many cities in the region, Boardman lacks enough market-rate apartment complexes. And, Hammond said what is available comes with a high rental cost. The average studio apartment in Boardman costs \$1,045 per month. A two-bedroom unit averages \$1,350 and a three-bedroom apartment averages \$2,000 per month.

Stanfield

Stanfield City Manager Darla Linker said new housing developments are keeping pace with growth, but they sell quickly. “New development does not stay on the market long at all,” Linker said.

According to Linker, there is a 99-unit apartment complex in the construction phase as is a 14-lot development.

Linker said another 16- to 20-lot development is currently in the planning stages. Linker said Stanfield’s low tax rate and low utility fees serve as an incentive for new development.

Read more at: <https://eastoregonian.com/2025/05/29/housing-developments-abound/>

Eastern Oregon leaders praise data centers, look to future

5.5B

Published 5:00 am Friday, May 30, 2025 By BERIT THORSON | East Oregonian

Data centers in Umatilla and Morrow counties are expanding their presence in terms of economic impact. These centers, county leaders say, offer a significant and stable tax base. (Amazon Web Services/Contributed Photo)

Amazon's role in Umatilla and Morrow counties has grown during the decade and a half since the company started constructing data centers in the area

When Amazon came to Eastern Oregon about 15 years ago, many people didn't know what to expect from the large company setting up new buildings to serve as "data centers."

Today, many still don't know exactly what a data center is, but for communities in Morrow and Umatilla counties, their presence has made a difference.

In Morrow County, even with three of five data centers still in a tax-exempt status, Amazon Web Services pays more than \$19 million in property taxes — that's more than the next 16 largest taxpayers in the county combined.

"They're paying in for economic development, schools, all these things," said David Sykes, Morrow County commissioner.

"The government entities have more money to spend on services to the people. The health district gets more money, the county gets more money. It's all increased."

Plus, Sykes said, having jobs through Amazon, in addition to other technology and industry positions, creates opportunities for young people and others in the workforce, which he said "contribute to us having a vibrant community in Morrow County."

The growth and development of data centers — and thus the impact of Amazon on progress in Morrow and Umatilla counties — is tied to the communities in which they're located.

One local Amazon Web Services employee, David Tanner, director of infrastructure operations, said he's seen the growth firsthand.

The partnerships between Amazon and local schools and organizations have created opportunities for building in-demand skills, he said.

Morrow County 'going in a good direction'

Torrie Griggs, CEO of the Boardman Chamber of Commerce, said Amazon's investments are helping drive the regional economy.

"In Morrow County, their presence means good-paying local jobs, reliable tax revenue and funding that directly impacts our schools, emergency services and infrastructure," she said.

"These are real impacts that make a difference for the people who live and work here."

According to Mike Gorman, Morrow County assessor and tax collector, Amazon represents close to half of the county's taxable property value and its taxes account for about a third of the total levied in the county.

In that way, he said, "it's been very favorable" to have data centers in the county.

Additionally, Gorman said, Amazon has agreements to pay money to enterprise zone sponsors in lieu of certain taxes, helping support community development projects, schools, housing and more across the five communities in Morrow County.

“Things are definitely going in a good direction,” said Gorman. “We’re not stagnant, like maybe some of our neighboring counties to the south.”

He added that continuing to build sites in this area will keep local contractors and other businesses busy.

However, technology changes quickly and the company’s needs may shift, too. Since the first data centers popped up, storage capacity and energy requirements have changed, Gorman pointed out, and there’s no way for him to predict the local impact of future technology trends.

Umatilla County looks forward

Meanwhile, Umatilla County Commissioner Dan Dorran said he believes in the decades to come, Umatilla County will be seen as “a strong place to participate” in the industry.

Dorran said the “thirst and hunger” has not diminished in the 15 years since Amazon started paying taxes in Umatilla County.

“It’s a driven industry and unless we all say, ‘OK, I don’t want to know any more than what I already know,’ that industry’s not going to slow down,” Dorran said.

In Umatilla County, too, Amazon has a Strategic Investment Program agreement and several Long Term Rural Enterprise agreements in lieu of taxes, county Assessor Rachael Reynolds confirmed.

Additionally, the data centers have created about 7,400 full-time equivalent jobs regionally, and Dorran said they have added about \$9 billion to the gross domestic product in Eastern Oregon.

Data centers also have a positive effect on another main industry in the area: agriculture. Using GPS in agriculture is becoming more common, and that data comes from centers like — if not actually — the ones in Eastern Oregon, Dorran said.

“That’s how much we should be proud of Umatilla and Morrow counties, how much they’re contributing to our progress,” he said. “It’s just hard to find and recruit industries that have done what Amazon and the data centers have done for Umatilla and Morrow counties.”

Dorran specifically mentioned Amazon’s philanthropic contributions, such as supporting local events or contributing financially to buildings or community services.

Some of these things, he said, wouldn’t have even started or survived without Amazon’s support, “and now they’re thriving on their own.”

The company also, from his perspective, pays it forward with projects they need for their centers but that will also be used by others, like roads or energy substations.

Dorran said he knows there are detractors but hopes people see the benefits the region has gained because of the data centers here.

Looking to the future, Dorran said he sees a strong continued partnership with the tech giant.

Read more at: <https://eastoregonian.com/2025/05/30/local-leaders-praise-data-centers-look-to-future/>

SENTRY 3A

REQUEST FOR PROPOSALS

Professional Services

For Site-Specific Brownfield Cleanup Project

Former Condon Grade School

Funded by

United States Environmental Protection Agency Brownfield Program

Responses Due by:

July 7, 2025 5:00 PM PST

Port of Arlington Environmental Sentry Corp
100 Port Island Road / PO Box 279
Arlington, OR 97812

REQUEST FOR PROPOSALS

Environmental Remediation of the Former Condon Grade School

to be performed for Port of Arlington Environmental Sentry Corp (Sentry)

Proposal Due Date: July 7, 2025

Sentry reserves the right to reject in whole or in part any and all bids and proposals.

RFP Review: This RFP may be accessed online at www.PortofArlington.com. See also anticipated schedule at the end of the proposal.

RFP Issuance June 5, 2025

Deadline for Questions June 18, 2025 5:00 PM PDT

Proposals Due July 7, 2025 5:00 PM PDT

Email Proposals to: jed.crowther@portofarlington.com (one file in pdf format)

Contacts and Inquiries

Questions or comments regarding this RFP must be put in writing and emailed to jed.crowther@portofarlington.com no later than June 18, 2025 at 5:00 PM PDT. Please put "Condon Brownfields RFP – 2025-01" in subject line. Answers will be posted online in the same location as the RFP. Questions or comments received after 5:00 PM PDT June 18, 2025 will not be considered or answered.

1. Introduction

Sentry, an Oregon nonprofit corporation, has been awarded a FY24 U.S. Environmental Protection Agency (EPA) Cleanup Grant (Grant) and is initiating this Request for Proposal (RFP) to solicit proposals from licensed and qualified firms interested in supporting implementation services related to the Grant. The purpose of this project is to remediate the former Condon Grade School (Property) located at 220 South East Street, Condon, Oregon, 97823. It comprises approximately 3.16 acres in Gilliam County tax lots 04S21E10DB-01400 and 04S21E10DB-01500. According to the County, the Property is currently zoned as P (Public Facility). The school building is approximately 45,300 square feet in size and includes a covered and heated recreation area, referred to as the play shed. The Site has been vacant since the end of the 2021–2022 school year and in April 2023, the Property was deeded from the City to Sentry for the purpose of managing its cleanup and redevelopment.

HBM surveys were conducted at the Property in January and March 2022 and October 2023 by accredited building inspectors in general accordance with ASTM International Standard ASTM E1903-19 and summarized in a November 2023 Assessment of Brownfield Cleanup Alternatives report (see attached). The surveys identified asbestos-containing materials (ACM), lead-based paint (LBP), and other HBM (e.g., fixtures containing mercury or polychlorinated biphenyls [PCBs], such as thermostats and lights) in the buildings at the Property.

Due to the age of the building and the building's continual use as a school for just over 100 years, portions of the building are in poor condition, including finish materials that contain asbestos or lead (e.g., floor or ceiling tiles, exposed mastic, HVAC duct tape, cracked or chipping paint) and structural damages. Additionally, a 2022 structural survey confirmed that structural repairs and seismic upgrades will be required in the building for safe reuse or renovation.

2. Scope of Work

Port of Arlington Environmental Sentry Corp (Sentry) requests proposals to conduct professional services including environmental remediation at the Property in accordance with all applicable federal, state and local regulations including, but not limited to 2 CFR § Parts 200,1500, 40 CFR 33. Small, women, minority, and veteran-owned business enterprises (SWMBE) are invited to apply.

Based on prior environmental studies performed, a sufficient level of site characterization from environmental site assessments have been completed for remediation work to begin at the Property and Sentry anticipates work to begin this summer.

All anticipated and future work performed by the selected contractor will comply with EPA grant terms and conditions. Sentry prefers to award a contract to one full-service firm to serve as a partner in achieving the goals within its Grant's Cooperative Agreement and Workplan. The selected contractor will assume responsibility for all services offered in the proposal including services provided by subcontractors. Sentry will consider the selected contractor to be the sole point of contact regarding contractual matters, including payment of any and all charges. The selected contractor will assist the Project in executing the workplan and removal of the materials identified in the HBM as well as necessary closeout activities and documentation required by state agencies and/or per the grant terms.

The selected contractor will be responsible for project activities, including, but not limited to:

- Coordinate all activities with Sentry.
- Serve as Qualified Environmental Professional (QEP) as defined in 40 CFR § 312.10.
- Create a site-specific Community Involvement Plan, as per EPA standards.
- Conduct environmental cleanup and follow all state and federal environmental regulations.
- Provide progress reports and results, as per EPA standards 2 CFR § 200.329.
- Perform community outreach to inform remediation activities and eventual redevelopment.
- Update an Analysis of Brownfield Cleanup Alternatives (ABCA) as per EPA standards.
- Develop a Quality Management Plan as defined in 2 CFR § 1500.12.
- Develop a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12.
- Establish an Administrative Record including ABCA, site investigation reports, cleanup plan, cleanup standards used, responses to public comment, and completed cleanup verification.

3. Proposal Form and Content

Proposals shall be prepared with clear, concise descriptions of proposer's abilities to satisfy stated requirements, with emphasis on completeness and clarity. The proposal must demonstrate relevant experience with environmental cleanup or adequate preparation and training to perform the tasks.

In addition, a Personal Services Contract and Cost Schedule shall be provided separately.

Submissions shall not exceed 15 pages, not including resumes. Submissions shall be submitted electronically in pdf format and emailed to: Jed.Crowther@PortofArlington.com. Late submission will not be open or considered. Sentry will not be liable for any costs incurred by the applicant associated with the preparation of a proposal submitted in response to this RFP. All submissions shall become the sole and exclusive property of Sentry. Proposers shall not copyright, or cause to be copyrighted, any portion of their submission. Within the bounds of the Oregon public records law, Sentry will maintain the confidentiality of submissions at least until preliminary selection of a contractor. Any proprietary financial information or other information which Proposers submit will be maintained as confidential as allowed by Oregon public records law. Submissions or information the Proposer would like to remain confidential must be marked confidential.

Proposers must be appropriately registered and/or licensed to perform the work outlined in Oregon. The selected Proposer will be required to comply with all applicable state and federal laws, regulations, policies, guidelines and requirements.

All proposals become the property of Sentry and will not be returned.

Disadvantaged Business Enterprise (DBE) Goals: While DBE reporting is suspended, per 40 CFR 33, please state firm's status as a DBE or non-DBE and if a DBE subcontractor is being included as part of the response. If the firm is claiming DBE status for itself or a subcontractor, valid certifications must be included in the response. Neither the respondent nor a subcontractor will be considered a DBE without valid certification submitted as a part of the response. If subcontracted services were solicited as a part of the response, describe and document the firm's compliance with 40 CFR 33. Attach a completed US EPA Form 6100-3 and 6100-4, as applicable.

Additionally, the selected contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The selected contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Recipients are required to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement as per 40 CFR 33.301.

Proposals shall include the following:

1. Cover Letter: All proposals must include a cover letter signed by a duly authorized official. The cover letter MUST contain the following statements and information:
 - a. "This proposal may be released in total as public information in accordance with the requirements of the laws covering the same."
 - b. "This proposal and cost schedule shall be valid and binding for SIXTY (60) days."
 - c. Name (and company name, if applicable), address, telephone number, and e-mail address of the individual or firm submitting the proposal and authorized by the firm.
 - d. Proposer's Federal and State Taxpayer Identification Number.
2. Experience and Capacity: A statement of interest and demonstrated understanding.
 - a. Organization:
 - i) Describe your organization, including date founded and ownership.
 - ii) Describe experience and/or preparation of firm to provide environmental services.
 - iii) Describe the firm's project management and reporting functions.
 - iv) Identify community outreach capabilities and resources.
 - b. Personnel & Projects:
 - i) Provide the name(s) of key personnel who would be directly involved in providing services to Sentry including resumés. Describe their relationship in the firm, the role they would play, their experience and years of service with the firm.
 - ii) Identify the primary contact person responsible to Sentry.
 - iii) Provide a description of current relevant project experience.
 - c. References: List at least three (3) references for whom similar work was performed, including the name of the organization, date work was performed, name of contact person responsible for the service you performed, address and telephone number.
 - d. Progress Reports: Describe Progress Reports you will provide and enclose examples.

- e. Proposed Approach: An outline for developing and completing the scope of work.
- f. Cost Schedule: Proposer's Cost Schedule shall be submitted together with the Proposal, but in one (1) separate attachment, submitted electronically. All costs are to be covered: 1) Project Management and Reporting; 2) Community Engagement; 3) Cleanup Planning; 4) Site Cleanup. Include proposed payment terms for services rendered.

All questions regarding this solicitation shall be directed to:

Port of Arlington Environmental Sentry Corp
 Jed Crowther, Executive Director
 100 Port Island Road / PO Box 279
 Arlington, OR 97812
 Phone: (541) 705-2004
 Email: Jed.Crowther@PortofArlington.com

Any costs incurred by the respondents in preparation of any information or material submitted in response to the RFP shall be borne solely by the respondents.

4. Evaluation Criteria, Selection Process and Timeline

Sentry will consider the completeness of the proposal and how well the proposal meets the needs of Sentry. Each proposal will be evaluated against the factors below:

CRITERIA	Points
Cover Letter	5%
Experience – Demonstrated experience in addressing contaminated properties	25%
Execution – Demonstrated experience in successfully completing tasks/projects, meeting timelines, scope and budget demands	20%
Collaboration – Demonstrated experience in effectively engaging with community members and federal and state agencies	10%
Capacity – Experience and capacity of project team/personnel	10%
Cost – Reasonableness of cost/price proposal (e.g., rates) based on a comparison of prices among competing offerors and other available information on market rates for consulting services (2 CFR 200.404)	25%
References	5%
Submittal Score TOTALS	100%

The Executive Director and Business and Operations Manager will evaluate each proposal and report to the Sentry Board with a recommendation. The Board shall review and determine the final selection. Sentry reserves the right to reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject for good cause any or all proposals.

The tentative schedule for the selection process and performance of work is as follows:

- Proposal Due Date: July 7, 2025.
- Intent to Award: by August 15, 2025.
- Work completed no later than: September 30, 2026.

5. Contract

Sentry expects the successful Proposer to execute a Service Agreement for a contract period not to exceed eighteen (18) months; and enter into a contract within 14 days of being notified of an award. The contract will define the extent of services to be performed, methods, and compensation.

6. GENERAL REQUIREMENTS/INFORMATION

1. Certification of Compliance: By submitting a Proposal, proposers certify compliance with Oregon tax laws in accordance with ORS 305.385.

2. Proposal rejection, acceptance and waiver: Sentry reserves the right, in its sole discretion, to reject any or all Proposals for any reason. Sentry shall not be required to award or accept any Proposal and may, in its sole discretion, and at any time, choose to cancel the Request for Proposals. Sentry is not liable to any proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, proposal or award. Sentry reserves the right to waive any issues of non-compliance that it deems, in its sole discretion, to be non-material. Sentry may accept the Proposal as submitted or may negotiate modifications with one or more Proposers before making a final selection. Sentry has the right, in its sole discretion, to accept the proposal it considers most favorable to Sentry's interest and the right to waive minor irregularities in procedure. Sentry also reserves the right to waive any informality in connection with said proposal or postpone or cancel the award of contract. Sentry encourages small, minority, and/or women-owned businesses to submit qualifications.

3. Pre-offer conference: Sentry will not hold a pre-offer conference in connection with this solicitation.

4. Pre-qualification: Pre-qualification applications are not invited in connection with this solicitation.

5. Acknowledgements: By submitting a proposal to provide and perform services sought by Sentry, each firm:

- a) Represents and acknowledges the proposer has examined and is familiar with this RFP and all its specifications and requirements;
- b) Represents and acknowledges the proposer can furnish the materials, equipment and/or services required satisfactorily and in complete compliance with the specifications;
- c) Acknowledges that neither Sentry nor any agent or representative of Sentry have made any representation or promise on which the proposer has relied regarding the services covered by this RFP, or any matter or thing whatsoever relating thereto or otherwise, except as set forth.

Additional Requirements: The selected contractor must comply with all applicable federal regulations regarding equal employment opportunity (EEO), debarment and suspension (2 CFR 180), and conflict of interest (2 CFR 200.318) provisions. Additionally, the firm must ensure compliance with the EPA's debarment regulations and must not have any individuals or entities listed on the Excluded Parties List System (EPLS).

NON-PERFORMANCE

As required by ORS 279B.060(2)(h), any contract awarded under this solicitation may be terminated for non-performance of its terms and conditions, including failure to perform the scope of work or failure to meet performance standards established in the contract. The consequences resulting from non-performance may include, but are not limited to:

1. Sentry reduction or withholding payment under the resulting contract;
2. Sentry's right to require the awarded contractor to perform, at the awarded contractor's expense, any additional work necessary to perform the scope of work or to meet the performance standards established by the resulting contract; and
3. Sentry's rights, which Sentry may assert individually or in combination, to declare a default of the resulting contract, to terminate the resulting contract, and to seek damages and other relief available under the resulting contract or applicable law.

Sentry Questions

Sentry may require clarification on a Proposal. Any necessary clarifications or modifications which are in the best interest of Sentry may be made before Sentry determines which Proposer has submitted the most responsive and responsible proposal, and some or all of the clarifications or modifications may become part of a final contract.

Protests

Proposers may submit a written protest of anything contained in the RFP and may request a change to any provision, specification or term contained in the RFP. Potential Proposers may submit questions, protests concerning the RFP and requests for change to any particular provisions, specifications, or Contract terms contained in the RFP, to the RFP contact by email only and no later than seven (7) calendar days prior to the Proposal submission deadline. Sentry will not consider any protest to the RFP or request for change submitted after this deadline. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFP provisions, specifications or terms. Sentry will resolve all timely submitted protests in accordance with Sentry's policies. Sentry will address all timely submitted requests for change within a reasonable time following Sentry's receipt of the request, and once addressed will promptly issue a written decision on the request to the Proposer who submitted the request. Every Proposer who submits a Proposal shall be notified of its selection status. Any Proposer who claims to have been adversely affected or aggrieved by the selection of (the highest ranked/the higher ranked) Proposer(s) must submit a written protest of the selection and the reason for the protest, per ORS 279B.410 to the RFP contact within seven (7) calendar days after the date of the selection notice. Sentry will not consider any protest submitted after this submission deadline. Sentry will consider and respond in writing to a protest in a timely manner. All costs of a protest shall be the responsibility of the protestor and undertaken at the protestor's expense. Sentry shall not be liable for the Proposer's damages or costs for filing the protest, on any basis, express or implied.

Public Records

This RFP and one copy of every Proposal received in response to it, together with copies of all documents pertaining to the award of the Contract(s), shall be kept by Sentry and made a part of Sentry's records. Proposals shall be opened to public inspection in accordance with ORS 279B.060(6). If a Proposal contains any information that may be considered exempt from disclosure under the various grounds specified in Oregon Public Records Law, ORS 192.311 et seq., the Proposer must clearly designate the portions of its Proposal that the Proposer claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Sentry Attorney's application of the Oregon Public Records Law shall determine whether any information is actually exempt from disclosure. Identifying the Proposal in whole as exempt from disclosure is not acceptable. If proposer fails to identify the portions of the Proposal that the Proposer claims are exempt from disclosure and the authority used to substantiate that claim, Proposer is deemed to waive any future claim for disclosure of that information.