THE NORTHWEST SEAPORT ALLIANCE

November 16, 2026

TO: PLANHOLDERS

SUBJECT: SKID MOUNTED MOBILE SHORE POWER CABLE REEL
PROCUREMENT NO. 092026-1057

ADDENDUM NUMBER 04

This addendum is issued to amend the following:

B. SOLICITATION OBJECTIVES:

Through this ITB, the NWSA will consider bids from all qualified agencies. It is the intent of the NWSA that the Skid Mounted Mobile Shore Power Cable Reel meets or exceeds the specification requirements stated in Attachment C (Specification Requirements).

The NWSA expects to achieve these outcomes through this solicitation:

- To obtain a quality Skid Mounted Mobile Shore Power Reel which meets or exceeds specifications;
- Ready access to warranty support and repair parts (or functionally equivalent replacements);
- Using environmentally preferable products;
- Get the best value; and
- Accurate and timely invoicing.
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C. SPECIFICATIONS.

Warranty Services and Performance:

Supplier warrants that the Skid Mounted Mobile Shore Power Cable Reel, along with all its equipment, appurtenances, materials, and services furnished under this Contract shall be new, free from defects in design, materials, and workmanship, and shall conform to the Contract requirements. Supplier shall provide a written manufacturer's warranty covering one hundred percent (100%) of parts and labor for the warranted equipment, which shall be honored by all authorized manufacturer service providers. The warranty does not cover normal wear and tear, or damage from accident, misuse, operation or maintenance contrary to the O&M manual, or repairs or modifications not made or authorized by Supplier.

The warranty period shall be a minimum of one (1) year and shall commence on the earlier of: (a) the date the equipment is placed into service by NWSA; or (b) thirty (30) days after final payment.

Supplier shall provide technical support and any reasonable modifications necessary to achieve the specified operational performance for ninety (90) calendar days following the in-service date. Supplier shall be responsible for all costs associated with warranty repairs, including labor, materials, parts, transportation, shipping, and travel.

Upon notification of a warranty failure, Supplier shall begin corrective action within seventy-two (72) hours. If Supplier fails to do so, NWSA may perform or arrange the necessary repairs and

Supplier shall reimburse NWSA for all reasonable costs incurred. NWSA shall submit an invoice documenting such costs, and Supplier shall remit payment within thirty (30) days of receipt.

Supplier may authorize NWSA personnel to perform warranty repairs when mutually beneficial. In such cases, Supplier shall reimburse NWSA for all reasonable labor, materials, parts, shipping, and related costs incurred in performing the repair.

Supplier shall maintain the capability to provide repair parts and product support for a minimum of ten (10) years following delivery of the equipment.

E. BID SUBMITTALS:

a) **Legal Name**: Submit a certificate, copy of webpage, or other documentation from the Secretary of State of the jurisdiction in which you are incorporated that shows your legal name as a company. Many companies use a "Doing Business As" name or a nickname in their daily business. However, the NWSA requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often within the Secretary of State's Office for each state at http://www.coordinatedlegal.com/SecretaryOfState.html.

SUBCONTRACTS AND ASSIGNMENT

Assignments. Supplier shall not assign or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Supplier shall provide a minimum of thirty (30) calendar days advance notification of intent to ~~Subcontract,~~ assign or otherwise transfer its obligations under this Contract. Violation of this condition may be a material breach establishing grounds for Contract termination. However, consent is deemed given for Supplier's corporate affiliates.

Subcontracts. The Supplier shall be responsible for ensuring that all requirements of the Contract shall flow down to all Sub-Supplier(s). The existence of a Subcontract shall not operate to release or reduce the liability of Supplier to the NWSA for any breach in the performance of the Supplier's duties or the Sub-Supplier(s) performance of its duties. Consent is deemed given for Supplier's Sub-Supplier(s).

TERMS & CONDITIONS

See attached.

ATTACHMENT "B"
PURCHASED GOODS & SERVICES TERMS AND CONDITIONS

1. Overview and Governing Terms

1.1 Entire Agreement

This Contract represents the entire agreement between the Buyer and the Seller and supersedes all prior discussions, negotiations, and agreements, whether written or oral. In the event of any conflict between contract documents or applicable laws, the most stringent requirement shall govern.

1.2 Governing Law and Venue

This Agreement shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any court of competent jurisdiction in Pierce County or King County, Washington. Seller agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement is executed and those regarding employee safety and the workplace environment.

1.2.1. Attorney's Fees. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

1.3 Contract Documents

The Contract includes all solicitation documents, specifications, plans, Buyer policies, and applicable Washington State laws, incorporated by reference.

1.4 Conflict of Interest

Seller warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Seller warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

2. Definitions

Buyer: Port of Tacoma and / or the Northwest Seaport Alliance.

Seller: Contracting party, including Sub-Suppliers, suppliers, and agents.

Order/Purchase Order: Contracting instrument and all referenced documents.

Supplier: Any company, manufacturer, distributor, vendor, or authorized representative that offers to furnish, deliver, and warranty the materials, equipment, or products in accordance with the requirements, specifications, terms, and conditions of this solicitation. The supplier shall be responsible for the quality, delivery, compliance, and performance of the materials furnished under any resulting contract.

3. General Requirements

3.1 Acceptance

Acceptance is limited to the terms set out in this Contract. Additional or conflicting terms are rejected unless approved in writing by Buyers Contracts & Purchasing Manager or that person's designee. Buyer's acceptance of goods or payment for goods or services shall not constitute Buyer's acceptance of any additional

terms appearing on Seller's invoices or acknowledgements. Seller certifies eligibility to participate in Washington public contracts and must comply with all applicable laws.

3.2 Independent Supplier

Seller is an independent Supplier and responsible solely for performance of the Services.

3.3 Equal Opportunity and Non-Discrimination

Seller shall comply with all federal, state, and local non-discrimination and equal opportunity laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, the Age Discrimination in Employment Act, and chapter 49.60 RCW (Washington Law Against Discrimination). Failure to comply with these requirements shall be considered a material breach of this Contract subject to termination of this Contract for default under Paragraph 9.2.

4. Commercial Terms

4.1 Pricing and Price Adjustments

Pricing in this Contract excludes all sales and use taxes. Discussion on Taxes is in Section 4.3.

No additional charges. Unless otherwise approved in writing by the Buyer, pricing for all Goods and Services will be no greater than the prices quoted in the proposal or bid submitted to Buyer by Seller. Seller shall not include nor impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

The Buyer will not be bound by invoice prices that are higher than those in the Contract unless the Buyer has accepted the higher price through an amendment to the Contract. The Seller will correct any incorrect invoice pricing.

New, increased or reduced U.S. import duties, tariff or other fees enacted after the contract ~~bid~~ date ~~shall~~may be adjusted to address~~at~~ documented cost by means of an amendment to contract.

4.2 Payment Terms

Payment is based on receipt of a proper invoice and goods. Seller shall submit detailed numbered invoices showing contract number, description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, hours, and hourly rate. Seller shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

Invoices shall be submitted not later than the 10th day of each month and will be paid within thirty (30) days of Buyer's receipt of invoice by the end of that current month, unless other terms are agreed to by the parties in writing. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice, or when invoiced items are received, whichever is later. Late payments will accrue interest equal to one percent (1%) per month. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

Un-invoiced services performed through December 31st of each year shall be invoiced no later than the 12th day of January of the following year. If the Seller is unable to provide an invoice, they shall advise the Buyer in writing with a summary of the work completed and the accrual amount to be invoiced through December 31st of the current year.

Invoices shall be submitted electronically to cpinvoices@portoftacoma.com. Incomplete or improperly prepared invoices will be returned for correction without processing or payment. Invoices shall be submitted for services completed the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Contract. For any invoices submitted for payment ninety (90) days or more after the services were completed, Buyer may at its discretion withhold payment absent a demonstration of compelling circumstances justifying the delay. The Buyer does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process.

4.3 Taxes

Unless otherwise specified, Buyer shall pay applicable Washington State sales or use tax. No charge by Seller shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

4.4 Brands

When a brand is named for a particular product or good, it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance and use shall be considered, provided Seller specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

5. Performance and Delivery

5.1 Delivery

Time is of the essence. Delays require prior written approval. Seller shall promptly notify Buyer in writing of any anticipated or actual delay in the delivery of Goods or completion of Services, the reason for the delay, and the actions being taken by Seller to overcome or minimize the delay. Any order is subject to termination for failure to deliver as specified. Buyer's acceptance of late performance with or without objection or reservation shall not waive Buyer's right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.

The Supplier will have 190 calendar days from the date of contract execution to deliver the skid mounted mobile shore power cable reel assembly to the Port at Husky Terminal, 1101 Port of Tacoma Rd, Tacoma, WA 98421.

~~The delivery period is extended for delays caused by Buyer (including submittal review, approvals and site access) or by events beyond Seller's reasonable control, notified in writing within fifteen (15) days.~~

5.2 Shipping

Unless otherwise specified, shipments shall be FOB Destination and prepaid. When shipment is specified FOB origin, Seller agrees to prepay all shipping charges, route as instructed and, if instructions are not provided, route by most economical common carrier and to bill Buyer as a separate item on the invoice for said charges.

5.3 Handling and Identification

No handling charges are allowed unless specified. All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order and shall specify contents therein.

6. Changes and Orders

6.1 Changes

No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this Contract will be effective without written order of the Purchasing Manager. Unauthorized substitutions will be made entirely at Seller's risk and, at Buyer's option, may be returned without prior authorization at Seller's expense.

~~Buyer-ordered changes, or existing Port system conditions differing materially from those disclosed in the ITB, entitle Seller to an equitable adjustment of price and schedule.~~

6.2 Blanket Orders

No minimum or maximum quantities apply. Purchases are subject to price list provided by Seller. The Buyer may terminate blanket orders at any time for any reason upon written notice.

6.3 Assignments

This Contract may not be assigned without prior written approval of the Purchasing Manager. Shipment and billings made under any name other than Seller's must indicate that shipment is being made through and is subject to all instructions, terms and conditions of this Contract. Unless otherwise agreed, Seller guarantees prompt performance of all obligations under this Contract unless Buyer has been notified and approved of the Seller's proposed assignment.

7. Risk, Warranty, and Liability

7.1 Risk of Loss

Seller bears all risk of loss until delivery is complete. Such loss, injury or destruction shall not release Seller from any obligation hereunder.

7.2 Warranties

Goods must conform to specifications and be fit for intended purposes, as stated in Attachment C. The Seller may have the opportunity to correct nonconforming goods or services at no additional cost to the Buyer by re-performing the work. Reductions in price may be appropriate to address less than satisfactory performance, as determined by agreement between the parties.

7.3 Indemnification

To the fullest extent permitted by law, Seller shall defend, protect, indemnify, and hold Buyer harmless from and against any claims, fines, damages, cost or liability for any negligence, tortious fault including injuries to persons or property arising from

acts or omissions of Seller, its employees, agents, or Sub-Suppliers, or intentional misconduct, to the extent caused by Seller or its employees, agents, or Sub-Suppliers~~persons for whom Seller is responsible~~. ~~The parties agree that if there are any limitations of the Seller's liability, including a limitation of liability clause for anyone for whom the Seller is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property (other than to the Goods).~~

7.4 Intellectual Property

To the fullest extent permitted by law, Seller shall defend, indemnify, and hold Buyer and its employees and agents harmless from and against any and all claims resulting from allegations of infringement of any patents, copyrights, trade secrets, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If Buyer's use of Goods or Services provided by Seller is enjoined based on an intellectual property infringement claim, Seller shall, at its own expense, either procure for Buyer the right to continue using the Goods or Services or, after consulting with Buyer and obtaining Buyer's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

This Section does not apply to infringement of intellectual property claims arising from Buyer's ~~specifications or~~ existing equipment, or from modification or combination of the Goods by others.

7.5 Liens

All goods must be delivered free of liens or encumbrances. If Buyer receives notice of a lien caused by Seller, Buyer may withhold any payment otherwise due to Seller until Seller submits proof, in a form satisfactory to Buyer, that all lienable claims have been fully paid or waived and any liens removed.

7.6 Limitation of Liability

~~Notwithstanding any other provision,~~ Seller's total liability under this Contract, including for warranty, indemnity, property damage or otherwise, shall not exceed ~~the Contract price~~, except for death, personal injury, gross negligence or willful misconduct, the amount of insurance required in Section 11 of this Agreement. Neither party shall be liable for indirect or consequential damages, including loss of use, revenue, profit, or vessel or berth delay. This Section applies whether in contract, tort (including negligence) or otherwise.

8. Inspection and Default

Buyer shall have one hundred twenty (120) calendar days following delivery or completion to inspect and accept the Goods and/or Services. Goods are deemed accepted upon use in service or on expiry of this period without written rejection. Buyer may reject any Goods or Services that are defective, incomplete, or otherwise fail to comply with this Contract. Seller shall promptly remove and replace, repair, or re-perform rejected Goods or Services at its sole cost and risk. Buyer's inspection, payment, acceptance, or use shall not relieve Seller of responsibility for latent defects, nonconformities, or warranty obligations. ~~Seller's responsibility~~

for latent defects is limited to those discovered within the warranty period.

9. Termination

9.1 Termination for Convenience

The Buyer may terminate this Contract at any time for convenience, in which case it shall provide notice to the Seller and reimburse the Seller solely for its costs and fees incurred prior to the notice of termination, including non-cancellable commitments and reasonable demobilization costs.

9.2 Termination for Default

In the event of breach by Seller of any of the provisions of this Contract, the Buyer reserves the right to terminate this Contract upon giving three (3) calendar days' written notice of default to Seller in which Seller shall have opportunity to cure within five (5) calendar days, or, where cure reasonably requires longer, to commence cure within that period and diligently complete it. Time allowed for cure shall not diminish nor eliminate Seller's liability for damages, and Seller shall be liable for damages suffered by Buyer resulting from Seller's breach of contract, subject to Section 7.6. A termination for default that is determined to be improper or illegal will be converted into and treated as a termination for convenience.

10. Compliance and Regulation

10.1 Public Records

Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, chapter 42.56 RCW. If the Seller submits documents it claims to be confidential or proprietary, the Seller must clearly identify the records as such. To the extent allowed by chapter 42.56 RCW, the Buyer will assert applicable exemptions where appropriate but cannot guarantee nondisclosure. If no applicable exemption exists, any records will be released. Buyer will notify Seller before releasing records marked confidential, so Seller may seek relief under RCW 42.56.540.

10.2 Records Retention and Audit

The Buyer is a public entity subject to applicable Washington State records management laws, including chapter 40.14 RCW and various local, state, and federal records retention schedules. The Seller must maintain all records related to this Contract for the minimum period required by law, which for contract documents is a minimum of six (6) years from the contract's expiration or termination. Upon request, the Seller shall provide the Buyer, State Auditor, and authorized representatives with timely and full access for audit, inspection, and copying of records related to this Contract, excluding Seller's cost, margin and supplier pricing. Failure to comply with the requirements of this section shall constitute a material breach of this Contract.

10.3 Claims Process

A "Claim" is any demand for additional compensation, time extension, or dispute arising under or related to this Contract. Notice of Claim: Seller must provide written notice to the Buyer's Purchasing Manager of any Claim within fifteen (15) calendar days of the event giving rise to

the Claim. Failure to provide timely notice constitutes waiver of the Claim.
Supporting Documentation: Within fifteen (15) calendar days of the Claim notice, Seller shall submit detailed supporting documentation including:

- Description of the issue.
- Contract provisions at issue.
- Cost and/or schedule impacts.
- Supporting records.

- Review: The Buyer shall review and issue a written determination. The Seller must continue performance during the dispute.
- Administrative Resolution: Disputes shall first be addressed through good-faith negotiations between the parties.
- Mediation: If unresolved, the parties may agree to non-binding mediation prior to litigation.

Litigation: Venue shall be in the state or federal courts in Pierce County or King County, Washington.

- No Suspension of Work: Seller shall not delay or stop work due to a dispute unless authorized in writing by the Buyer.

10.4 Prevailing Wage

To the extent this Contract includes or is later determined to include "public work" or maintenance as defined under RCW 39.04.010 and Chapter 39.12 RCW, Seller shall comply with all requirements of Chapter 39.12 RCW and Chapter 296-127 WAC.

- Payment of Wages: Seller shall pay and shall ensure that all Sub-Suppliers of any tier pay an amount not less than the applicable "prevailing rate of wage" to all workers, laborers, and mechanics performing work under this Contract, in accordance with Chapter 39.12 RCW.
- Applicability: Prevailing wage requirements apply regardless of contract tier and include, but are not limited to:
  - Public works construction, alteration, repair, or improvement.
  - Maintenance performed by contract.
  - Fabrication or services determined by law to be subject to prevailing wages.
- Wage Rates: Applicable prevailing wage rates are those in effect in the county where the work is performed, as determined by the Washington State Department of Labor and Industries (L&I). The applicable wage rates are incorporated into this Contract by reference as though fully set forth herein.
- Intent and Affidavit: Where required, Seller shall file an Intent to Pay Prevailing Wages prior to beginning work and an Affidavit of Wages Paid upon completion, in accordance with L&I requirements. Failure to comply may result in withholding of payment.
- Responsibility: Seller is solely responsible for determining applicability of prevailing wage requirements and for full compliance, including Sub-Suppliers of any tier.
- Conflicts in Wage Rates: If multiple wage laws apply (e.g., state prevailing wage and federal Davis-

Bacon), Seller shall pay the higher applicable wage rate.

- Disputes: Disputes regarding prevailing wage rates shall be resolved in accordance with RCW 39.12.060, and determinations by the Washington State Department of Labor and Industries shall be final and binding.
- Indemnification: Seller shall defend, indemnify, and hold harmless the Buyer from any claims, penalties, or liabilities arising from Seller's or its Sub-Suppliers failure to comply with prevailing wage laws.
- No Waiver: The Buyer's failure to identify applicable prevailing wage requirements shall not relieve the Seller of its obligations under this Section.
- Notification: The Buyer may identify work as subject to prevailing wage; however, such identification does not limit Seller's independent responsibility to comply.

11. Insurance

Seller shall maintain required insurance, including general liability, auto liability, workers compensation, and other coverage as applicable with insurers authorized to do business in the State of Washington and with a minimum AM Best rating of A- VII or better (unless otherwise approved in writing by the Buyer).

- All insurance shall be maintained for the duration of the Contract and any applicable warranty period.
- Minimum Insurance Coverages (all coverages with a parenthetical "if applicable" may be waived in writing by Buyer):
    - Commercial General Liability (CGL): Coverage to include bodily injury, property damage, products/completed operations, personal and advertising injury. Coverage shall be written on an occurrence basis.
        - $2,000,000 each occurrence.
        - $4,000,000 general aggregate.
- Additional Insured: The Buyer, its officers, officials, employees, and agents shall be named as Additional Insureds on the Commercial General Liability and Automobile Liability policies for ongoing and completed operations.
- Primary and Non-Contributory: Seller's insurance shall be primary and non-contributory with respect to any insurance maintained by the Buyer.
- Waiver of Subrogation: Seller and its insurers shall waive all rights of subrogation against the Buyer for losses covered by Seller's insurance.
- Evidence of Coverage: Seller shall provide a certificate of insurance and, upon request, copies of applicable endorsements prior to commencing work. Failure to provide required insurance shall constitute grounds for suspension or termination of the Contract.
- Sub-Suppliers: Seller shall ensure that all Sub-Suppliers maintain insurance coverage meeting these requirements or as approved by the Buyer. Seller remains fully

responsible for all Sub-Supplier compliance.

- No Limitation of Liability: Insurance requirements shall not be construed to limit Seller's liability under this Contract.
- Notice of Cancellation: Seller shall provide no less than thirty (30) days prior written notice to the Buyer of any cancellation, non-renewal, or material change in coverage (except ten (10) days for non-payment of premium).
- Special Coverages (as applicable): The Buyer reserves the right to require additional insurance depending on the nature of the work, including but not limited to:
    - Pollution Liability (for environmental or hazardous work).
    - Maritime or USL&H coverage (for waterfront or maritime operations).
    - Builder's Risk (for construction activities).

12. Additional Provisions

- Anti-Trust Assignment: To the fullest extent permitted by law, Seller irrevocably assigns, transfers, and conveys to Buyer all rights, title, and interest in and to any and all claims, causes of action, or rights of recovery for overcharges or damages arising under federal or state antitrust laws relating to goods or services provided under this Contract, including but not limited to claims arising from:
    - Price fixing, bid rigging, or market allocation.
    - Any conspiracy or restraint of trade affecting the pricing of goods or services furnished to Buyer.
    - This assignment includes the right to recover treble damages, penalties, costs, and attorneys' fees where authorized by law.
- Non-Waiver by Acceptance of Variation: No action by the parties, including any failure to enforce any provision of this Contract, shall be interpreted to constitute a waiver of that party's rights unless such waiver is explicit and in writing signed by the waiving party.
- Sustainability: Seller shall undertake all reasonable steps to support environmental compliance efforts by Buyer.
- Standard of Care: Seller shall perform its work to conform to generally accepted professional standards. Seller shall, without additional compensation, correct or revise any errors or omissions in such work.
- Seller shall obtain all professional licenses and permits required to complete the scope of work as defined.

12.1 Cooperative Purchasing

This Contract may be extended, at the sole discretion of the Buyer, for use by other public agencies in Washington State and, where permitted by law, agencies in other states (collectively "Participating Agencies"), in accordance with chapter 39.34 RCW (Interlocal Cooperation Act) and applicable cooperative purchasing laws. The Buyer reserves the right to limit

or exclude cooperative purchasing on a case-by-case basis.

- Voluntary Participation: Use of this Contract by any Participating Agency is strictly voluntary. The Buyer assumes no liability or responsibility for any purchases made by other agencies.
- Independent Contractual Relationship: Each Participating Agency shall contract directly with the Seller and shall be solely responsible for its own ordering, payment, and contract administration. The Buyer shall not be considered a party to, nor liable for, any such agreements.
- Pricing and Terms: Seller agrees to provide the same pricing, terms, and conditions offered to the Buyer to Participating Agencies, unless otherwise agreed in writing.
- Compliance with Laws: Participating Agencies are responsible for ensuring their own compliance with applicable procurement laws, including but not limited to Title 39 RCW and Chapter 39.26 RCW, where applicable.
- No Guaranteed Volume: The Buyer makes no guarantee of purchases by Participating Agencies and assumes no obligation for quantities beyond its own requirements.
- Interlocal Agreements: Where required, use of this Contract by another public agency shall be contingent upon the existence of a valid interlocal agreement or other cooperative purchasing authorization.
- Seller Responsibility: Seller shall honor purchase orders issued by Participating Agencies under the same terms unless the Seller elects to decline participation with specific agencies upon written notice to the Buyer.

13. Information Security

Seller shall comply with all applicable Federal and Washington State cybersecurity, privacy, and data protection laws and requirements, including 33 CFR Part 101 Subpart F, Chapter 43.105 RCW, Chapter 19.255 RCW, and RCW 42.56.590, and applicable Washington Technology Solutions (WaTech) cybersecurity policies, standards, and requirements (including SEC-series policies), or demonstrably equivalent controls meeting or exceeding such standards. Seller shall implement and maintain reasonable administrative, technical, and physical safeguards to protect Buyer data, consistent with industry standards (e.g., NIST, CIS). If seller stores or processes personal or confidential data, seller must encrypt data in transit and at rest and restrict access using least privilege principles. This Section applies only to Buyer data in Seller's possession. Buyer approves processing of such data by Seller's affiliates outside the United States for Contract performance. At a minimum and commensurate with the sensitivity of Buyer Data, seller shall:

- Maintain a written information security program aligned with NIST 800-53, NIST CSF, or equivalent framework.
- Perform periodic risk assessments and vulnerability management.

- Maintain endpoint protection, patching, and logging/monitoring controls.
- Require multi-factor authentication (MFA) for systems accessing Buyer data.
- Ensure Sub-Suppliers comply with equivalent cybersecurity standards.
- Incident Response:
    - Notify the Buyer in the most expedient time possible, without unreasonable delay upon discovery of a confirmed or suspected security incident.
    - Seller shall provide sufficient information and cooperation to enable Buyer to meet its legal obligations under RCW 19.255 and other applicable laws, including the 30-day notification requirement where applicable.
    - Seller shall provide written incident report upon completion of security incident assessment.
- Data Location & Ownership:
    - All Buyer data, including all data provided, accessed, processed, or generated under the Contract, including derivatives, remains property of the Buyer. Seller's designs, drawings, software and know-how are not Buyer data and remain Seller's intellectual property; Buyer ~~may~~shall have a non-exclusive license to use ~~them~~all Buyer data to operate and maintain the Goods.
    - Seller shall not sell or share Buyer data without prior written approval.
    - Data shall not be stored outside the United States without prior written approval and is subject to equivalent protections.
    - Seller shall securely return or destroy data upon contract completion.
- Cybersecurity Risk Management:
    - The Buyer reserves the right to perform reasonable cybersecurity due diligence prior to contract award and throughout the term of the Agreement, proportionate to the services provided and associated cybersecurity risk. If Seller fails to meet applicable cybersecurity requirements, fails a cybersecurity assessment, or if Buyer identifies material cybersecurity risks that could reasonably impact its information, systems, or operations and such risks are not remediated within a reasonable timeframe specified by Buyer, such failure shall constitute a material breach. Buyer reserves the right to require corrective action, suspend affected services, or terminate the Agreement, in whole or in part, for cause.
    - Upon reasonable request, Seller shall provide documentation and information sufficient to

	support Buyer’s cybersecurity risk assessments, audits, and compliance obligations.