State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Alaska Airlines Inc. 1900 International Blvd Seattle, WA 98188

FIRST AMENDMENT
TO
CONTRACT NO. 00919
ALASKA AIRLINES

This First Amendment ("Amendment") to Contract No. 00919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Alaska Airlines, an Alaskan corporation ("Contractor") and is dated as of January 13, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.00919 for airlines services dated effective as of July 1, 2019 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

Now THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. ADD ITEM. City pair from Spokane (GEG) -Paine Field/Everett (PAE) for \$124

- 2. No Change Other Than Amendment. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INCERT	Blance	nr C 000	TRACTOR
IMPERI	IMAME	コト しひい	TRACTUR

A ALASKA AIRLINES

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Name: <u>Kerin Ger</u>

Title: V. P. Revenue Management

Date: January 14, 2020

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

Ву:

Name:

Title:

Date:

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Alaska Airlines Inc. 1900 International Blvd Seattle, WA 98188

TO
CONTRACT NO. 00919
ALASKA AIRLINES

This Second Amendment ("Amendment") to Contract No. 00919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Alaska Airlines, an Alaskan corporation ("Contractor") and is dated as of May 20, 2021.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.00919 for airlines services dated effective as of July 1, 2019 ("Contract").
- B. The Parties previously amended the Contract (1) one time
 - a. Amendment 01, 01/21/20 added city route to contract.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. ADD ITEM. The following fees apply:

Type of Fee	Amount
	Included - One personal item (i.e. purse, briefcase, or laptop computer)
Carry-on Baggage	and one free carry-on bag (22" X 14" X 9")
Checked Baggage	\$30 for 1st bag, \$40 for 2nd bag, \$100 for 3rd+ bags
Excess Baggage	\$100 for bags 51-100lbs or with linear dimension of 63"-115"
Change Fee	Included
Cancellation	Included
Premium Class	Premium Class upgrades start as low as \$15 a flight
First Class	First Class upgrades start as low as \$29 a flight

- 2. No Change Other Than Amendment. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

INSERT NAME OF CONTRACTOR, A ALASKA AIRLINES			F WASHINGTON MENT OF ENTERPRISE SERVICES
By:	JONATHAN NORTHARD	By: Name:	Chad Irwin
	Director - Pricing 5/11/2021	Title: Date:	Procurement Supervisor 05/12/2021

State of Washington Contracts & Procurement Division	CONTRACT AMENDMENT			
Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	00919		
Alaska Airlines Inc.	Amendment No.:	3		
19300 International Blvd. Seattle, WA 98188	Effective Date:	October 28, 2022		

THIRD AMENDMENT TO STATEWIDE CONTRACT NO. 00919 FULLY REFUNDABLE AIRFARE

This third Amendment ("Amendment") to Contract No. 00919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Alaska Airlines Inc., an Alaskan corporation ("Contractor") and is dated as of October 28, 2022.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.00919 for airlines services dated effective as of July 1, 2019 ("Contract").
- B. The Parties previously amended the Contract (2) two times.
 - Amendment 01, 01/13/20 to add city route to contract; Spokane (GEG) Paine Field/Everett (PAE).
 - b. Amendment 02, 05/20/21 to add new types of fees for Carryon baggage, checked baggage, excess baggage, change fee, cancellation, Premium and First-class fees.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. PRICING. The Contract pricing for the services is hereby amended by deleting the existing Exhibit A – Prices in its entirety and inserting the attached Exhibit A – Prices October 28, 2022. As of the effective date of this Amendment, any reference to Exhibit A – Prices shall be deemed to be a reference to the attached Exhibit A – Prices October 28, 2022.

- 2. ECONOMIC ADJUSTMENT. Section 3.3 Economic Adjustment is hereby amended by deleting the existing Section 3.3 in its entirety and inserting the following in lieu thereof:
 - 3.3. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit A* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. The Producer Price Index (PPI) used to measure price adjustments will refer to as series PCU481111481111 (PPI Industry data for scheduled passenger air) or equivalent. Economic adjustment will lag one (1) calendar quarter past the Master Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of July each year. Prices shall be adjusted in July of each year. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Master Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

Adjustment % = (Average 12 months of the most current index data – Average 12 months index data prior to the most current 12 months of index data)/ Average 12 months index data prior to the most current 12 months of index data)

3. Add Item. New City Pairs

New City Pair	<u>Between</u>	<u>And</u>	New Mkt YCAWA	Duration in Minutes
ANCPAE	Anchorage	Everett, Paine Field	\$404	207
BOIPAE	Boise	Everett, Paine Field	\$136	96
IDASEA	Idaho Falls	Seattle	\$237	119
JACSEA	Jackson Hole	Seattle	\$286	124
CVGSEA	Cincinnati	Seattle	\$348	315
CLESEA	Cleveland	Seattle	\$429	315
MIASEA	Miami	Seattle	\$500	410
RDDSEA	Redding	Seattle	\$216	100
MRYSEA	Monterey	Seattle	\$247	142

- 4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 7. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ALASKA AIRLINES, INC.

AN ALASKA CORPORATION

Name: JONATHAN NORTHARD

Title: DIRECTOR - REVENUE MEMT

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By:

Tim Foitzik

Name: Tim Foitzik

Title:

Procurement Supervisor

Date:

Nov 4, 2022

Alaska Airlines Pricing as of October 28, 2022, Fares shown do *not* include all taxes and fees.

Top 20 Used Routes Option Availating (Y/N)		Non-Stop Flight Price	Return Price	Duration of Flight
Anchorage, AK – Everett, WA	Y	\$ 404	\$ 404	207
Atlanta, GA - Seattle, WA	Y	\$ 404	\$ 404	290
Boise, ID – Everett, WA	Υ	\$ 136	\$ 136	96
Boston, MA - Seattle, WA	Υ	\$ 490	\$ 490	330
Chicago, IL - Seattle, WA	Y	\$ 288	\$ 288	250
Cincinnati, OH – Seattle, WA	Y	\$ 348	\$ 348	315
Cleveland, OH – Seattle, WA	Υ	\$ 429	\$ 429	315
Denver, CO - Seattle, WA	Y	\$ 247	\$ 247	160
Idaho Falls, ID – Seattle, WA	Y	\$ 237	\$ 237	119
Jackson Hole, WY – Seattle, WA	Y	\$ 286	\$ 286	124
Las Vegas, NV - Seattle, WA	Y	\$ 243	\$ 243	155
Los Angeles, CA - Seattle, WA	Y	\$ 186	\$ 186	169
Miami, FL – Seattle, WA	Y	\$ 500	\$ 500	410
Ionterey, CA – Seattle, WA	Y	\$ 247	\$ 247	142
Orlando, FL - Seattle, WA	Y	\$ 439	\$ 439	340
Pasco, WA -Seattle, WA	Y	\$ 146	\$ 146	60

Phoenix, AZ - Seattle, WA	Y	\$ 298	\$ 298	178
Portland, OR - Seattle, WA	Y	\$ 126	\$ 126	55
Pullman, WA - Seattle, WA	Y	\$ 181	\$ 181	70
Redding, CA – Seattle, WA	Y	\$ 216	\$ 216	100
San Diego, CA - Seattle, WA	Y	\$ 282	\$ 282	170
Seattle, WA - Sacramento, CA	Υ	\$ 196	\$ 196	115
Seattle, WA - San Francisco, CA	Y	\$ 146	\$ 146	134
Seattle, WA - Yakima, WA	Y	\$ 110	\$ 110	45
Spokane, WA - Portland, OR	Υ	\$ 126	\$ 126	65
Spokane, WA -Seattle, WA	Υ	\$ 126	-\$ 126	65
Walla Walla, WA - Seattle, WA	A finite cap design the superiorated a Y and a data was balance	\$-153	\$ 153	65
Washington, DC (DCA) - Portland, OR	Y	\$ 404	\$ 404	305
Washington, DC (DCA)- Seattle, WA	Υ	\$ 399	\$ 399	314
Other Routes	Non-Stop Flight Option Available between 6 AM and 11 PM (Y/N)	Non-Stop Flight Price	Return Price	1-Stop Flight Option Available between 6 AM and 11 PM (Y/N)
Albuquerque, NM -Seattle, WA	Y	\$ 358	\$ 358	Υ
Anchorage, AK - Pullman, WA	N	\$ 500	\$ 500	Υ
Anchorage, AK - Seattle, WA	Y	\$ 404	\$ 404	Υ
Anchorage, AK - Spokane, WA	N	\$ 490	\$ 490	Υ
Austin, TX - Seattle, WA	Y	\$ 404	\$ 404	Υ

Bellingham, WA - Portland, OR	N	\$ 186	\$ 186	Y
Bellingham, WA - Seattle, WA	γ	\$ 105	\$ 105	N
Billings, MT - Seattle, WA	Υ	\$ 237	\$ 237	Υ
Boise, ID - Portland, OR	Y	\$ 141	\$ 141	Υ
Boise, ID - Pullman, WA	N	\$ 217	\$ 217	Υ
Boise, ID - Seattle, WA	Y	\$ 132	\$ 132	Υ
Boise, ID - Spokane, WA	Υ	\$ 126	\$ 126	Y
Bozeman, MT - Seattle, WA	Y	\$ 237	\$ 237	Y
Burbank, CA - Portland, OR	Υ	\$ 247	\$ 247	Y
Burbank, CA - Spokane, WA	N	\$ 318	\$ 318	Y
Burbank, CA -Seattle, WA		\$ 247	\$ 247	Υ
Charleston, SC -Seattle, WA	Y	\$ 399	\$ 399	N
Chicago, IL - Pullman, WA	N	\$ 541	\$ 541	Y
Columbus, Ohio - Seattle, WA	Y	\$ 348	\$ 348	N
Dallas, TX (DAL) - Seattle, WA	Y	\$ 429	\$ 429	Y
Dallas, TX (DAL) - Spokane, WA	N	\$ 369	\$ 369	Y
Dallas, TX (DFW) - Spokane, WA	N	\$ 399	\$ 399	Y
Dallas, TX (DFW) -Seattle, WA	Y	\$ 429	\$ 429	Y
Denver, CO - Portland, OR	N	\$ 318	\$ 318	Υ
Denver, CO - Pullman, WA	N	\$ 369	\$ 369	Υ
Denver, CO - Spokane, WA	N	\$ 333	\$ 333	Y
Detroit, MI - Portland, OR	N	\$ 531	\$ 531	Y
Detroit, MI -Seattle, WA	Y	\$ 429	\$ 429	N
El Paso, Texas - Seattle, WA	Y	\$ 298	\$ 298	Υ

Eugene, OR - Seattle, WA	Υ	\$ 176	\$ 176	Υ
Everett, WA (Paine Field) - Las Vegas, NV	Y	\$ 243	\$ 243	Y
	•	7 273	<i>3</i> 243	
Everett, WA (Paine Field) - Los Angeles, CA	Y	\$ 186	\$ 186	Y
Everett, WA (Paine Field) - Palm Springs, CA	Y	\$ 247	\$ 247	Υ
Everett, WA (Paine Field) - Phoenix, AZ	Υ	\$ 298	\$ 298	Υ
Everett, WA (Paine Field) - Portland, OR	Υ	\$ 126	\$ 126	Y
Everett, WA (Paine Field) - San Diego, CA	Υ	\$ 282	\$ 282	Υ
Everett, WA (Paine Field) - San Francisco, CA	Υ	\$ 146	\$ 146	Y
Everett, WA (Paine Field) - San Jose, CA	Υ	\$ 247	\$ 247	Υ
5			730	
Everett, WA (Paine Field) - Santa Ana, CA	Υ	\$ 267	\$ 267	Υ
Fort Lauderdale, FL - Seattle, WA	Υ	\$ 500	\$ 500	Υ
Fresno, CA - Seattle, WA	Υ	\$ 257	\$ 257	Y
Fresno, CA - Spokane, WA	N	\$ 318	\$ 318	Y
Great Falls, MT - Seattle, WA	Υ	\$ 237	\$ 237	N
Helena, MT - Seattle, WA	Υ	\$ 237	\$ 237	N
Houston, TX - Portland, OR	N	\$ 490	\$ 490	Υ
Houston, TX - Seattle, WA	Υ	\$ 404	\$ 404	N
Indianapolis, IN - Seattle, WA	Y	\$ 318	\$ 318	N
Kalispell, MT - Seattle, WA	Y	\$ 207	\$ 207	Υ
Kansas City, MO - Seattle, WA	Υ	\$ 404	\$ 404	Y
Las Vegas, NV - Portland, OR	Υ	\$ 196	\$ 196	Υ
Las Vegas, NV - Pullman, WA	N	\$ 353	\$ 353	Υ

Los Angeles, CA - Pullman, WA	N	\$ 384	\$ 384	Y
Los Angeles, CA - Portland, OR	Y	\$ 176	\$ 176	Υ
Medford, OR - Seattle, WA	Υ	\$ 166	\$ 166	Y
Milwaukee, WI - Seattle, WA	Υ	\$ 369	\$ 369	N
Minneapolis, MN -Seattle, WA	Υ	\$ 379	\$ 379	Υ
Missoula, MT - Seattle, WA	Υ	\$ 207	\$ 207	Y
Nashville, TN - Seattle, WA	Y	\$ 348	\$ 348	Υ
New Orleans, LA - Portland, OR	N	\$ 561	\$ 561	Y
New Orleans, LA - Seattle, WA	Υ	\$ 450	\$ 450	Y
New York City, NY - Seattle, WA	Υ	\$ 358	\$ 358	Υ
Newark, NJ - Seattle, WA	Y	\$ 348	\$ 348	Υ
Newark, NJ - Spokane, WA	N	\$ 601	\$ 601	Y
Oakland, CA - Pullman, WA	N	\$ 277	\$ 277	Υ
Oakland, CA - Portland, OR	Υ	\$ 227	\$ 227	Υ
Oakland, CA - Seattle, WA	Υ	\$ 166	\$ 166	Y
Oklahoma City, OK - Seattle, WA	Υ	\$ 404	\$ 404	N
Omaha, NE - Seattle, WA	Υ	\$ 379	\$ 379	Υ
Ontario, CA -Portland, OR	Υ	\$ 277	\$ 277	Y
Ontario, CA - Seattle, WA	Υ	\$ 277	\$ 277	Υ
Palm Springs, CA - Seattle, WA	Y	\$ 247	\$ 247	Y
Philadelphia, PA - Seattle, WA	Υ	\$ 480	\$ 480	Υ
Phoenix, AZ - Pullman, WA	N	\$ 404	\$ 404	Y
Pittsburgh, PA - Seattle, WA	Υ	\$ 318	\$ 318	N

Portland, OR - Pullman, WA	N	\$ 237	\$ 237	Υ
Portland, OR - Pasco, WA	N	\$ 146	\$ 146	Y
Portland, OR - Phoenix, AZ	Y	\$ 348	\$ 348	Y
Portland, OR - Reno, NV	Υ	\$ 201	\$ 201	Y
Portland, OR - Sacramento, CA	Y	\$ 176	\$ 176	Y
Portland, OR - Salt Lake City, UT	Υ	\$ 257	\$ 257	Y
Portland, OR - San Diego, CA	Υ	\$ 227	\$ 227	Y
Portland, OR - San Francisco, CA	Υ	\$ 146	\$ 146	Y
Portland, OR - San Jose, CA	Υ	\$ 247	\$ 247	Υ
Portland, OR - Tampa, FL	N	\$ 596	\$ 596	Y
Portland, OR - Yakima, WA	N	\$ 201	\$ 201	Y
Pullman, WA - Sacramento, CA	N	\$ 282	\$ 282	Y
Pullman, WA - San Diego, CA	N	\$ 400	\$ 400	Υ
Pullman, WA - San Francisco, CA	N	\$ 303	\$ 303	Υ
Pullman, WA - San Jose, CA	N	\$ 282	\$ 282	Υ
Pullman, WA - Santa Ana, CA	N	\$ 404	\$ 404	Y
Pullman, WA - Santa Barbara, CA	N	N/A	N/A	Υ
Raleigh/Durham, NC - Seattle, WA	Υ	\$ 399	\$ 399	Υ
Redmond/Bend, OR - Seattle, WA	Υ	\$ 146	\$ 146	Υ
Reno, NV - Seattle, WA	Υ	\$ 207	\$ 207	Υ
San Antonio, TX - Seattle, WA	Υ	\$ 404	\$ 404	N
San Luis Obispo, CA - Seattle, WA	Υ	\$ 247	\$ 247	N
Santa Barbara, CA - Seattle, WA	Υ,	\$ 247	\$ 247	Υ

Santa Rosa, CA - Seattle, WA	Y	\$ 196	\$ 196	Y
Seattle, WA - Saint Louis, MO	Y	\$ 450	\$ 450	Υ
Seattle, WA - Salt Lake City, UT	Υ	\$ 247	\$ 247	Υ
Seattle, WA - San Jose, CA	Υ	\$ 247	\$ 247	Υ
Seattle, WA - Santa Ana, CA	Y	\$ 267	\$ 267	Υ
Seattle, WA - Tampa, FL	Υ	\$ 500	\$ 500	N
Seattle, WA -Tucson, AZ	Υ	\$ 338	\$ 338	Y
Spokane, WA - Chicago, IL	N	\$ 419	\$ 419	Υ
Spokane, WA - Honolulu, HI	N	\$ 505	\$ 505	Y
Spokane, WA - Las Vegas, NV	N	\$ 318	\$ 318	Y
Spokane, WA - Los Angeles, CA	N	\$ 318	\$ 318	Υ
Spokane, WA - Oakland, CA	N	\$ 267	\$ 267	Υ
Spokane, WA - Ontario, CA	N	\$ 318	\$ 318	Y
Spokane, WA - Pullman, WA	N	\$ 217	\$ 217	Υ
Spokane, WA - Sacramento, CA	N	\$ 267	\$ 267	Υ
Spokane, WA - Saint Louis, MO	N	N/A	N/A	Υ
Spokane, WA - Salt Lake City, UT	N	\$ 338	\$ 338	Υ
Spokane, WA - San Antonio, TX	N	\$ 505	\$ 505	Υ
Spokane, WA - San Diego, CA	Υ	\$ 267	\$ 267	Y
Spokane, WA - San Francisco, CA	N	\$ 267	\$ 267	Y
Spokane, WA - San Jose, CA	N	\$ 277	\$ 277	Y
Spokane, WA - Santa Ana, CA	N	\$ 318	\$ 318	Y
Spokane, WA - Tucson, AZ	N	, N/A	N/A	Y

Washington, DC - Spokane, WA	N	\$ 586	\$ 586	Y
Washington, DC (IAD) - Seattle, WA	Y	\$ 399	\$ 399	Y
Wenatchee, WA - Portland, OR	N	\$ 201	\$ 201	Υ
Wenatchee, WA - Seattle, WA	Υ	\$ 110	\$ 110	N
Wichita, KS - Seattle, WA	Υ	\$ 318	\$ 318	N

Signature:

Email: tim.foitzik@des.wa.gov

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Alaska Airlines Inc. 19300 International Blvd Seattle, WA 98188

FOURTH AMENDMENT
TO
CONTRACT NO. 00919
ALASKA AIRLINES

This Fourth Amendment ("Amendment") to Contract No. 00919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Alaska Airlines, Inc., an Alaska corporation ("Contractor") and is dated as of January 12, 2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.00919 for airlines services dated effective as of July 1, 2019 ("Contract").
- B. The Parties previously amended the Contract (3) three times.
 - a. Amendment 01, 01/21/20 added city route to contract; Spokane (GEG) Paine Field/Everett (PAE)
 - b. Amendment 02, 05/12/21 to add new types of fees for Carryon baggage, checked baggage, excess baggage, change fee, cancellation, Premium and First-class fees.
 - c. Amendment 03, 11/4/2022 added city routes to contract; Anchorage Paine Field/Everett; Boise Paine Field/Everett; Idaho Falls Seattle; Jackson Hole Seattle; Cincinnati Seattle; Cleveland Seattle; Miami Seattle; Redding Seattle; Monterey Seattle
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. REMOVE ITEM. City pairs from Everett, WA (Paine Field) – Portland, OR; & Boise, ID - Everett WA (Paine Field)

1 PM 4Y/N) I I (Y/N)	Other Routes	Non-Stop Flight Option Available between 6 AM and 11 PM 9Y/N)	Non-Stop Flight Price	Return Price	1-Stop Flight Option Available between 6 AM and 11 PM (Y/N)
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Everett, WA (Paine Field) - Portland OR	Y	\$126	\$126	Y
Boise-Everett/Paine Filed	Υ	\$136	\$136	Υ

- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ALASKA AIRLINES, INC.	STATE OF WASHINGTON
AN ALASKA AIRLINES CORPORATION	DEPARTMENT OF ENTERPRISE SERVICES
By: Mister Amare Title: MD, Revenue Management Date: V12/2023	By: Name: Tim Foitzik Title: Procurement Supervisor Date: 1/12/2023

State of Washington Contracts & Procurement Division – Internal Contracts	CONTRACT AMENDMENT		
Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Contract No.:	00919	
Alaska Airlines 19300 International Blvd	Amendment No.:	5	
Seattle, WA	Effective Date:	8/21/2023	

FIFTH AMENDMENT TO CONTRACT NO. 00919 FULLY REFUNDABLE AIRFARE

This Fifth Amendment ("Amendment") to Contract No. 00919 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Alaska Airlines, a Alaska corporation ("Contractor") and is dated and effective as of August 21, 2023.

RECITALS

- A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 00919 dated effective as of July 1, 2019 ("Contract").
- B. The Parties previously amended the Contract (4) four times.
 - a. Amendment 01, 01/21/20 added city route to contract; Spokane (GEG) Paine Field/Everett (PAE)
 - b. Amendment 02, 05/12/21 to add new types of fees for Carryon baggage, checked baggage, excess baggage, change fee, cancellation, Premium and First-class fees.
 - c. Amendment 03, 11/4/2022 added city routes to contract; Anchorage Paine Field/Everett; Boise Paine Field/Everett; Idaho Falls Seattle; Jackson Hole Seattle; Cincinnati Seattle; Cleveland Seattle; Miami Seattle; Redding Seattle; Monterey Seattle
 - d. Amendment 04, 1/12/2023 removed city pairs from Everett, WA (Paine Field) Portland, OR; & Boise, ID Everett WA (Paine Field)
- C. The Parties now desire to amend the Contract to remove city pairs between Spokane, WA Pullman, WA.
- D. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. TOPIC. Remove City Pairs

Spokane, WA - Pullman, WA	N	\$ 217	\$ 217	Y
<u></u>				

- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

ALASKA AIRLINES, INC.
AN ALASKA AIRLINES CORPORATION

By: Church Komadi

Title: Managing Director-Revenue Management

Date: 21 August 2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

Du F

Name: Tim Foitzik

Title: Procurement

Supervisor Date: 8/18/2023

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