

CONTRACT

No. 03624

FOR

REFUNDABLE AIRFARE TICKETS FOR SPECIFIED DOMESTIC LOCATIONS SERVICED BY ALASKA AIRLINES

AWARDED BY COMMERCIAL AIRLINE OPERATOR ('CONTRACTOR')

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

and

ALASKA AIRLINES, INC.

Dated July 1, 2025

CONTRACT

No. 03624

FOR

REFUNDABLE AIRFARE TICKETS FOR SPECIFIED DOMESTIC LOCATIONS SERVICED BY ALASKA AIRLINES

This Washington Statewide Contract ("Contract") 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, Inc., an Alaska corporation ("Contractor") and is dated and effective as of July 1, 2025.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts, for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1); RCW 39.26.010(15). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- B. The Legislature, in authorizing Enterprise Services to develop and deliver customer-focused enterprise procurement solution contracts that Washington state agencies and other eligible purchasers (collectively, "Purchasers") may utilize to purchase specified goods/services cost-effectively and efficiently, has entrusted Enterprise Services with exercising its discretion regarding the method to solicit and establish such enterprise procurement solution contracts; *Provided*, however, that such method must comply with Washington's Procurement Code for Goods/Services. *See* RCW 39.26.010(15). Accordingly, because the supply side of the market for commercial airfare tickets servicing Washington purchasers is extremely concentrated and because the purchase and sale of commercial airfare tickets is highly regulated and nuanced, Enterprise Services, in its professional enterprise procurement judgment, determined that, because of these special market conditions and special services, it is in the best interest of the State of Washington to solicit and establish the above-referenced Contract through direct negotiation. *See* RCW 39.26.125(4).
- C. Pursuant to its direct negotiations with Contractor, Enterprise Services has determined that, based on Contractor's negotiated pricing, this Contract provides pricing for the specified certain types of refundable airfare tickets for specified domestic locations serviced by Alaska Airlines ("Included Goods/Services") that is more favorable to Purchasers than market pricing and that, under Washington's Procurement Code for Goods/Services, this Contract award qualifies as an award to the lowest responsive, responsible bidder.
- D. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.

E. The purpose of this Contract is to enable eligible Purchasers to purchase the Included Goods/Services as set forth herein.

AGREEMENT

Now Therefore, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Contract is twenty-four (24) months, commencing July 1, 2025 and ending July 1, 2027; *Provided*, however, that if Contractor is not in default and if, by February 1, 2027, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services shall extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION				
Contractor's Ticketing & Reservation Portal (EasyBiz):	Contractor's online ticketing and reservations portal (EasyBiz) shall be available to Purchasers to purchase Included Goods/Services 24/7.				
Contractor Customer Service Representatives:	Contractor shall provide customer service representatives between the hours of 8am-5pm Pacific Time, Monday-Friday, at least 95% of the time over the contract term.				
Insurance Endorsements:	Contractor timely provides to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. See Exhibit C – Insurance Requirements at § 4.				
Vendor Management Fee:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF). Note: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.				
Contract Sales Reports:	Contractor timely provides to Enterprise Services, with no less than a 75% on time rate over the contract term, the required Contract quarterly sales reports. Note: Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.				

- **2. ELIGIBLE PURCHASERS**. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION. Any the following institutions of higher education (colleges) in Washington:
 - State universities i.e., University of Washington & Washington State University;
 - Regional universities i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
 - 2.3. Contract Usage Agreement Parties. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245) who receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.
- 3. Scope: Included Goods/Services & Prices.
 - 3.1. Contract Scope. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A Included Goods/Services* for the prices set forth in *Exhibit B Prices for Goods/Services*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A Included Goods/Services*.
 - 3.2. State's Ability to Modify Scope of Contract. Subject to mutual written agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of this Contract.
 - 3.3. ECONOMIC ADJUSTMENT. Contractor may request price adjustments to the prices set forth in Exhibit B Prices for Goods/Services between May 1 and July 1 annually. Contracts that do not request an adjustment during this time waive their price adjustment for that contract year, future adjustments will not include adjustment for the non-requested year. The prices shall be adjusted as set forth below, 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. All calculations for the index shall be based upon the latest version of data published as of May 1 each year. If an index is recoded (i.e., the recoded index is a direct substitute for the prior index according to the BLS), this Contract will

use the recoded index, as applicable. 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 shall be used. Prices will be adjusted on July 1 of each year through Enterprise Services updating Exhibit B — Prices for Goods/Services through this process without a contract amendment and posting the new prices on the public facing webpage. The economic adjustment shall be calculated as follows:

BLS Index: [PCU 481111 481111 Scheduled Domestic Air Transportation]

New Price = Old Price x (Average of Current Period Index/Average of Base Period Index).

- 3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Included Goods/Services at no greater than the prices set forth in *Exhibit B Prices for Goods/Services* (subject to economic or other adjustment as set forth herein).
- 3.5. Contract Information. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope and pricing.
- **4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
 - 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - 4.2. Taxes. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract. Contractor represents and warrants that Contractor is a certified Air Carrier or Commuter Air Carrier and has received United Stated Department of Transportation certification to provide scheduled service.
 - 4.4. Suspension & Debarment. Contractor represents and warrants that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.5. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 4.6. WASHINGTON STATE WAGE THEFT PREVENTION. Contractor represents and warrants that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice

- of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.7. WASHINGTON STATE WORKERS' RIGHTS (EXECUTIVE ORDER 18-03). Contractor represents and warrants that Contractor does <u>NOT</u> require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants, that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
- 4.9. Public Contracts and Procurement Fraud. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and

- accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.13. Contractor Promotion; Advertising and Endorsement. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods and/or Services that are the subject of this Contract.
- 4.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.17. Contract Transition. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. Services Warranty. Contractor warrants that: (a) Services shall be performed in a timely, efficient, and professional manner; (b) all Contractor personnel assigned to perform Services shall have the necessary skill and training; and (c) Services shall be performed in a manner consistent with the standard of care in the industry ("Services Warranty").
- 5.2. Services Remedy. If Services do not comply with the Services Warranty or are in any manner found to be nonconforming during the Services Warranty Period, Contractor promptly shall remedy the non-conformance.
- 5.3. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity pertaining to Contractor's online portal (EasyBiz) within ten (10) calendar days after receipt of written

notice from Enterprise Services, Enterprise Services, without prejudice to any other rights or remedies available to it, may terminate this Contract.

6. Purchaser Data. The parties understand and acknowledge that commercial air travel, including information required for passenger reservations and ticketing, is heavily regulated. Accordingly, in regard to Purchaser's use of this Contract and the disclosure to Contractor of passenger data (i.e., personally identifiable information), Contractor shall use commercially reasonable efforts common to the commercial airline industry to protect such data. In the event of a data breach that impacts such data, Contractor shall comply with all applicable law. In addition, to the extent feasible, Contractor shall notify Purchaser of any data breach that impacts data provided by Purchaser. For the full Alaska Security Data Airlines Privacv Notice and practices please the link: https://www.alaskaair.com/content/legal/privacy-policy?lid=footer:privacyPolicy.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize affiliates, partners, or subcontractors (collectively, "subcontractor(s)") to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors and ensure that subcontractors comply with applicable Contractor obligations set forth in this Contract (e.g., subcontractors need not register in WEBS or with the Statewide Payee Desk); (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; ; and (d) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors. With the exception of Contractor's subcontractors who are commercial airline operators, prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).
- 7.2. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors and Contractor shall not utilize any subcontractors who cannot provide such representations or certifications, excepting the certification to be registered with WEBS and Washington's Statewide Payee Desk, unless Contractor requires that Purchasers pay such subcontractor directly.

8. Using the Contract – Purchases.

- 8.1. INCLUDED FARES. This Contract is designed to provide a procurement solution to meet the unique operational needs of Washington state agencies. Accordingly, this Contract includes specific fare types and restrictions, as set forth in *Exhibit A Included Goods/Services*, that provide Purchasers the ability to purchase:
 - Refundable Fares;
 - For specified city/pairs serviced by Contractor;
 - For flights that are non-stop or 1-stop; and
 - For flights during typical state business hours.

- 8.2. Contractor's Online Ticketing & Reservations Portal. Ticketing and reservations via Contractor's online portal (EasyBiz) shall be available 24/7; *Provided*, however, that Contractor shall not be in default for portal downtime caused by factors beyond Contractor's reasonable control or for minor downtime for portal maintenance consistent with industry best practices. Contractor intends to introduce a new ticketing and reservations portal around fall 2025 (Alaska for Business) and will provide appropriate guidance to Purchasers to maintain continuity of access.
- 8.3. CUSTOMER SERVICE. Contractor shall ensure that customer service representatives shall be available between the hours of 8am-5pm Pacific Time, Monday-Friday.
- 8.4. Purchasing Included Fares. Purchasers shall make reservations and purchase included fares through either of the following:
 - (a) Contractor's Online Portal (EasyBiz). Purchasers may utilize Contractor's EasyBiz online portal at https://easybiz.alaskaair.com to reserve and purchase included fares. *Note*: Purchasers must establish an account as specified therein.
 - The EasyBiz portal can be accessed at: www.alaskaair.com/easybiz.
 - EasyBiz Benefits: https://www.alaskaair.com/content/easybiz/business-corporate-travel-tools.
 - Join EasyBiz: https://easybiz.alaskaair.com/enrollment?lid=about-easybiz::enroll now.
 - EasyBiz FAQs: https://www.alaskaair.com/content/easybiz/help/faq
 - For support with the EasyBiz portal, users can contact: easybiz@alaskaair.com.
 - (b) Contracted Travel Agency. Purchasers may utilize any travel agency that has been awarded an enterprise procurement solution contract by Enterprise Services to provide travel agency services for Purchasers to reserve and purchase included fares. *Note*: Contracted travel agencies may be located at the <u>Contract Summary</u> pages for contract <u>23923</u>, Travel Agent Assisted Services, or contract <u>28623</u>, NASPO Travel Management Service

Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.

9. PAYMENT.

- 9.1. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's payment is due at time of purchase.
- 9.2. NO ADDITIONAL CHARGES. Except as stated in Exhibit B, Contractor shall not include or impose any additional charges including, but not limited to, charges for payment processing.
- 9.3. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract (e.g., income tax, B&O tax). Failure to do so shall constitute breach of this Contract. If not already included in the stated price for Included Goods/Services, Contractor may add to such price any applicable government taxes, fees or assessments; *Provided*, however that such government taxes, fees or assessments uniformly are imposed

on all equivalent fares and, *provided further*, that such government taxes, fees or assessments are specified on the ticket, Purchaser's receipt for such ticket, or equivalent documentation provided to Purchaser.

10. CONTRACT MANAGEMENT.

10.1. Contract Administration & Notices. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Maree George

Washington Dept. of Enterprise Services

PO Box 41411

Olympia, WA 98504-1411

Tel: (360) 239-0869 Email: DESContractsTeamApple@des.wa.gov

Contractor

Attn: David Baerson

SEAVZ

19300 International Blvd Seattle, WA 98188

Email: David.Baerson@alaskaair.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. Contractor Customer Service Representative. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager

Washington Dept. of Enterprise Services

PO Box 41411

Olympia, WA 98504-1411

Email: greg.tolbert@des.wa.gov

Contractor

Attn: David Baerson

SEAVZ

19300 International Blvd

Seattle, WA 98188

Email: David.Baerson@alaskaair.com

Notices shall be deemed effective upon the earlier of receipt if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
 - (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services shall provide Contractor with a login password and a vendor number. The password and vendor number shall be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
 - (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

Quarter	FOR SALES MADE IN	CONTRACT SALES REPORT			
	Calendar Quarter	DUE BY	PAST DUE		
1	January 1 – March 31	April 30	May 1		
2	April 1 – June 30	July 31	August 1		
3	July 1 – September 30	October 31	November 1		
4	October 1 – December 31	January 31	February 1		

- 11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less all applicable taxes).
 - (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including all applicable taxes) x .0125.

- (b) Enterprise Services shall invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Payments must be received within thirty (30) calendar days of the invoice issue date from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the invoice number.
- (c) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, shall be cause for Enterprise Services, at its discretion,

to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (d) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 11.3. Annual Contract Sales Report. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum, the following:
 - The total number of Included Goods/Services sold i.e., the total number of included fares sold to Purchasers (less canceled fares that were refunded);
 - Included Goods/Services and volumes purchased by Purchaser; and
 - Contract price.

This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

- 12.1. Records Retention. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

12.3. Overpayment of Purchases or Underpayment of Fees. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services \$500 x 1.25 = \$625); Provided, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for Goods and/or Services and no additional payment shall be made to Contractor.
- 13.2. Workers Compensation. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in

settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") to the extent arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract. The parties agree that if there are any limitations of Contractor's liability as between Contractor and Enterprise Services, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement related to Contractor and Enterprise Services. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights by Contractor covering the Goods and/or Services provided, or the use of the Goods and/or Services under this Contract. If Purchaser's use of Goods and/or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods and/or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods and/or Services with substantially similar and functionally equivalent non-infringing Goods and/or Services.
- **15. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. Termination. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach shall not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably

determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser shall reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision, in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser shall have no obligation or liability to Contractor.

- 16.3. Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. CONTRACTOR OBLIGATIONS EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall continue to fulfill its warranty obligations with respect to any Goods/Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive.
- 16.5. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract; provided, Contractor does not cure any default as provided under this Contract:
 - (a) Contractor fails to perform or comply with any of the material terms or conditions of this Contract;
 - (b) Contractor fails to timely report quarterly contract sales;
 - (c) Contractor fails to timely pay the vendor management fees when due;
 - (d) Contractor fails to maintain the insurance coverages specified herein or timely provide to Enterprise Services the Certificate of Insurance and updates thereto specified herein; or
 - (e) Contractor breaches any representation or warranty provided herein.
- 16.6. Suspension & Termination for Default. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

16.7. Remedies for Default.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement e.g., the cost of the competitive procurement.
- 16.8. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for indirect, consequential, exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit: (a) a party's liability for all direct damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.
- 16.9. Suspension/Termination Procedure. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

17. Public Information & Public Records Disclosure Requests.

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. 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, RCW 42.56.
- 17.2. Contractor Obligation. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure,

shall do the following: Enterprise Services' Public Records Officer shall review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services shall redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services shall notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.

18.3. Nondiscrimination.

- (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance,

- including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.
- 18.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.6. AUTHORITY. Each party to this Contract, 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 Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.7. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 18.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services, or the State of Washington and Enterprise Services and the State of Washington shall not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed,

- Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 18.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS AND/OR SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods and/or Services to Purchaser.
- 18.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 18.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 18.15. Survival. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.18. Attorneys' Fees. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

- 18.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.20. Further Assurances. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 18.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 18.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 18.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.
- 18.24. COUNTERPARTS. This Contract may be executed in any number of 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 Contract 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 Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By:

Tim Foitzik

Its: Procurement Supervisor

ALASKA AIRLINES, INC. an Alaska Corporation

By: Andrew Konradi

Andrew Konradi (Jun 17, 2025 11:50 PDT)

Andrew Konradi

Its: Managing Director of Revenue

Management

INCLUDED GOODS/SERVICES

This Contract's included Goods/Services are the following:

Refundable Airfare Tickets for Specified Domestic Locations Serviced by Alaska Airlines (or its subcontractors – e.g., alliances and affiliates), as detailed in *Exhibit B – Prices for Included Goods/Services*, purchased through:

- Contractor's Online Portal (EasyBiz). Purchasers may utilize Contractor's EasyBiz online portal at https://easybiz.alaskaair.com to reserve and purchase included fares. *Note*: Purchasers must establish an account as specified therein.
 - The EasyBiz portal can be accessed at: www.alaskaair.com/easybiz.
 - EasyBiz Benefits: https://www.alaskaair.com/content/easybiz/business-corporate-travel-tools.
 - Join EasyBiz: https://easybiz.alaskaair.com/enrollment?lid=about-easybiz::enroll now.
 - EasyBiz FAQs: https://www.alaskaair.com/content/easybiz/help/faq
 - For support with the EasyBiz portal, users can contact: easybiz@alaskaair.com.
- Contracted Travel Agency. Purchasers may utilize any travel agency that has been awarded an enterprise procurement solution contract by Enterprise Services to provide travel agency services for Purchasers to reserve and purchase included fares. *Note*: Contracted travel agencies may be located at the <u>Contract Summary</u> pages for contract <u>23923</u>, Travel Agent Assisted Services, or contract <u>28623</u>, NASPO Travel Management Services

Note:

- 1. Purchasers may cancel Refundable Airfare Tickets without any penalty, receiving a full refund to their original payment method.
- Refundable airline tickets purchased through this Contract must be used for Purchaser's
 official work-related travel. This Contract does NOT include refundable airline tickets for
 personal travel. Accordingly, Purchasers' personnel may not use this Contract for
 personal use.
- 3. Refundable airline tickets purchased through this Contract shall not be advertised, offered, sold, bartered, or otherwise used by any other person or entity.
- 4. Contractor shall confirm reservations for included Refundable Airfare Tickets on the same basis that Contractor confirms other reservations. Contractor shall not discriminate against Purchasers using this Contract in favor of passengers paying higher fares in the same class.
- 5. Contractor's EasyBiz Customer Service for ticketing and reservations shall be available 24/7 at least ninety-five percent (95%) of the time.

PRICES FOR INCLUDED GOODS/SERVICES

The spreadsheet table attached to this Contract as *Exhibit B – Prices for Included Goods/Services*, which details the prices for Refundable Airfare Tickets, by City/Pairs, is the *Exhibit B – Prices for Included Goods/Services*.

The parties understand and agree that, during the Contract term, Contractor may propose city/pair adjustments to the spreadsheet table attached to this Contract as *Exhibit B – Prices for Included Goods/Services* and, provided that Contractor confirms to Enterprise Services that such city/pair adjustments apply to all similar purchasers, the parties, pursuant to Section 3.3 of the contract, shall substitute such updated as *Exhibit B – Prices for Included Goods/Services* and, Enterprise Services shall post the same to its Contract portal website.

During the term of this Contract, the parties, however, desire and intend to collaborate to develop a mutually beneficial airline fare ticket pricing model to provide a percentage discount off of publicly available ticket prices (by ticket class) and to apply such pricing to airfare tickets other than refundable airline tickets.

In addition to the base flight prices in Exhibit B, fees may apply for optional services as described at https://www.alaskaair.com/content/travel-info/optional-services-fees. These fees may change over the life of the contract, and such changes will be published at the same link above.

INSURANCE REQUIREMENTS

- 1. **Insurance Obligation**. During the term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - d. AIRCRAFT LIABILITY. Aircraft liability insurance With a combined single limit of not be less than \$5,000,000 or the equivalent and no less than \$100,000 per seat.

The insurance coverage limits set forth above may be satisfied by any combination of primary, umbrella, or excess policy. The insurance coverage limits are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

- 2. INSURANCE CARRIER RATING. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 3. **ADDITIONAL INSURED.** When specified as a required insurance coverage (see § 1 Insurance Obligation, above) Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.

4. CERTIFICATE OF INSURANCE. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, upon annual policy renewal, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Enterprise Services understands and agrees that any required endorsement to a required insurance policy issued in the worldwide aviation insurance market (including, but not limited to Commercial General Liability and Aircraft Liability) are provided upon policy issuance approximately thirty (30) days post policy renewal. Failure to maintain or provide proof of insurance, as required, shall result in Contractor suspension and/or contract termination. All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract. All certificates of Insurance and any related insurance documents shall be sent via email to Enterprise Services at the email address as set forth below:

Email: DESContractTeamApple@des.wa.gov

Note: The Email Subject line must state:

Contract Insurance Certificate – Statewide Contract No. 03624 –

Refundable Airfare

- 5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
- 6. Subcontractors. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor to Enterprise Services. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 7. WAIVER OF SUBROGATION. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
- 8. **NOTICE OF CHANGE OR CANCELLATION**. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
- 9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

Fares are shown inclusive of the 7.5% US excise tax but exclusive of all other federal aviation taxes. These taxes will be added at time of purchase.

NDOD	Top 20 Used Routes	Non-Stop Flight Option Available (Y/N)	Non-Stop One-Way Flight Price	Non-Stop Round Trip Flight Price	Duration of Flight	Number of Daily Non-Stop Flights between 6 AM and 11 PM	1-Stop Flight Option Available (Y/N)	1-Stop One-Way Flight Price Note* 1 Stop Round Trip Flight Prices are the Same as Non- Stop Round Trip Flight Prices	Number of Flights with 1 Stop between 6 AM and 11 PM
GEGSEA	Spokane, WA -Seattle, WA	Υ	\$173	\$346	1hr	10.5	Υ	\$173	7
DCASEA	Washington DC (DCA) - Seattle, WA	Υ	\$457	\$914	5hr 10min	2	Υ	\$457	10
IADSEA	Washington DC (IAD) - Seattle, WA	Y	\$457	\$914	5hr 10min	2	Υ	\$457	15
PSCSEA	Pasco, WA -Seattle, WA	Y	\$192	\$384	1hr	5.7	N	\$192	-
PUWSEA	Pullman, WA - Seattle, WA	Y	\$238	\$476	1hr	2.8	N	\$238	-
GEGPDX	Spokane, WA - Portland, OR	Y	\$173	\$346	1hr 5min	4.9	Υ	\$173	10
PDXSEA	Portland, OR - Seattle, WA	Y	\$166	\$332	55min	13	N	\$166	-
LAXSEA	Los Angeles, CA - Seattle, WA	Y	\$245	\$490	2hr 45min	10	Υ	\$245	20
SANSEA	San Diego, CA - Seattle, WA	Y	\$349	\$698	2hr 45min	9	Υ	\$349	20
ORDSEA	Chicago, IL - Seattle, WA	Y	\$363	\$726	4hr 10min	6	Υ	\$363	5
DENSEA	Denver, CO - Seattle, WA	Y	\$273	\$546	2hr 40min	4.5	Υ	\$273	6
LASSEA	Las Vegas, NV - Seattle, WA	Y	\$264	\$528	2hr 30min	7.5	Υ	\$264	20
ATLSEA	Atlanta, GA - Seattle, WA	Y	\$489	\$978	4hr 52min	2.5	Υ	\$489	1
PHXSEA	Phoenix, AZ - Seattle, WA	Υ	\$324	\$648	2hr 50min	8	Υ	\$324	7
SEASFO	Seattle, WA - San Francisco, CA	Υ	\$225	\$450	2hr 15min	8	Υ	\$225	20
MCOSEA	Orlando, FL - Seattle, WA	Y	\$553	\$1,106	5hr 50min	3	Υ	\$553	15
DCAPDX	Washington DC- Portland, OR	Υ	\$463	\$926	5hr 10min	1	Υ	\$463	15
ALWSEA	Walla Walla, WA - Seattle, WA	Y	\$193	\$386	45min	2	N	\$193	-
SEASMF	Seattle, WA - Sacramento, CA	Υ	\$246	\$492	1hr 50min	5.5	Υ	\$246	10
SEAYKM	Seattle, WA - Yakima, WA	Y	\$168	\$336	48min	2	N	\$168	-
BOSSEA	Boston, MA - Seattle, WA	Y	\$413	\$826	5hr 30min	3.5	Υ	\$413	10

NDOD	Other Routes	Non-Stop Flight Option Available between 6 AM and 11 PM (Y/N)	Non-Stop One-Way Flight Price	Non-Stop Round Trip Flight Price	1-Stop Flight Option Available between 6 AM and 11 PM (Y/N)	1-Stop One-Way Flight Price Note* 1 Stop Round Trip Flight Prices are the Same as Non-Stop Round Trip Flight
ABQSEA	Albuquerque, NM -Seattle, WA	Υ	\$309	\$618	Y	\$309
ANCGEG	Anchorage, AK - Spokane, WA	N	\$551	\$1,102	Y	\$551
ANCPUW	Anchorage, AK - Pullman, WA	N	\$562	\$1,124	Y	\$562
ANCSEA	Anchorage, AK - Seattle, WA	Y	\$459	\$918	Y	\$459
ATLGEG	Atlanta, GA - Spokane, WA	N	\$565	\$1,130		\$565
ATLPUW	Atlanta, GA - Spokane, WA Atlanta, GA - Pullman, WA	N	\$623	\$1,130	Y	\$623
		Y	\$476	Ţ-/-··	Y	\$476
AUSSEA	Austin, TX - Seattle, WA	· · · · · · · · · · · · · · · · · · ·		\$952	•	
BILSEA	Billings, MT - Seattle, WA	Y	\$298	\$596	Y	\$298
BLIGEG	Bellingham, WA - Spokane, WA	N	\$246	\$492	Y	\$246
BLIPDX	Bellingham, WA - Portland, OR	N	\$253	\$506	Y	\$253
BLIPUW	Bellingham, WA - Pullman, WA	N	\$207	\$414	Υ	\$207
BLISEA	Bellingham, WA - Seattle, WA	Υ	\$160	\$320	N	\$160
BNASEA	Nashville, TN - Seattle, WA	Υ	\$438	\$876	Υ	\$438
BOIGEG	Boise, ID - Spokane, WA	Υ	\$180	\$360	Υ	\$180
BOIPDX	Boise, ID - Portland, OR	Υ	\$185	\$370	Υ	\$185
BOIPUW	Boise, ID - Pullman, WA	N	\$273	\$546	Υ	\$273
BOISEA	Boise, ID - Seattle, WA	Y	\$183	\$366	Y	\$183
BOSGEG	Boston, MA - Spokane, WA	N N	\$513	\$1,026	Y	\$513
BOSPUW	Boston, MA - Pullman, WA	N N	\$513	\$1,026	Y	\$513
BURGEG	Burbank, CA - Spokane, WA	N N	\$359	\$1,026	Y	\$359
		Y			Y	7000
BURPDX	Burbank, CA - Portland, OR	· · · · · · · · · · · · · · · · · · ·	\$311	\$622		\$311
BURPUW		N	\$456	\$912	Y	\$456
BURSEA	Burbank, CA -Seattle, WA	Υ	\$311	\$622	Υ	\$311
BWISEA	Baltimore, MD - Seattle, WA	Υ	\$432	\$864	N	\$432
CHSSEA	Charleston, SC -Seattle, WA	Υ	\$444	\$888	N	\$444
DCAGEG	Washington, DC - Spokane, WA	N	\$503	\$1,006	Υ	\$503
DCAPUW	Washington, DC - Pullman, WA	N	\$618	\$1,236	Υ	\$618
DENGEG	Denver, CO - Spokane, WA	N	\$419	\$838	Υ	\$419
DENPDX	Denver, CO - Portland, OR	Υ	\$309	\$618	Υ	\$309
DENPUW	Denver, CO - Pullman, WA	N	\$315	\$630	Υ	\$315
		N	\$298	\$596	Y	\$298
DEWSEA	Dallas, TX -Seattle, WA	Y	\$327	\$654	Y	\$327
		N N	\$554	700.	Y	
				\$1,108		\$554
DTWSEA	Detroit, MI -Seattle, WA	Υ	\$417	\$834	N	\$417
EATGEG	Wenatchee, WA - Spokane, WA	N	\$251	\$502	Y	\$251
EATPDX	Wenatchee, WA - Portland, OR	N	\$258	\$516	Υ	\$258
EATSEA	Wenatchee, WA - Seattle, WA	Υ	\$165	\$330	N	\$165
EUGPUW	Eugene, OR - Pullman, WA	N	\$380	\$760	Y	\$380
EUGSEA	Eugene, OR - Seattle, WA	Υ	\$222	\$444	Υ	\$222
EWRGEG		N	\$458	\$916	Υ	\$458
EWRSEA	Newark, NJ - Seattle, WA	N	\$438	\$876	Υ	\$438
FATGEG	Fresno, CA - Spokane, WA	N	\$362	\$724	Y	\$362
FATSEA	Fresno, CA - Seattle, WA	Y	\$323	\$646	Y	\$323
FLLSEA	Fort Lauderdale, FL - Seattle, WA	Y	\$525	\$1,050	Y*	\$525
GEGHNL	Spokane, WA - Honolulu, HI	N N	\$573	\$1,050	Y Y	\$573
GEGHNL		N N	\$573 \$565	. , .	Y	\$573
	Spokane, WA - Houston, TX		7000	\$1,130		7000
GEGLAS	Spokane, WA - Las Vegas, NV	N	\$240	\$480	Y	\$240
GEGLAX	Spokane, WA - Los Angeles, CA	Y	\$354	\$708	Y	\$354
GEGMCI	Spokane, WA -Kansas City, MO	N	\$565	\$1,130	Y	\$565
GEGMCO	7	N	\$604	\$1,208	Υ	\$604
GEGMSP	Spokane, WA - Minneapolis, MN	N	\$538	\$1,076	Υ	\$538
GEGOAK	Spokane, WA - Oakland, CA	N	\$243	\$486	Υ	\$243
GEGONT	Spokane, WA - Ontario, CA	N	\$359	\$718	Υ	\$359
GEGORD	Spokane, WA - Chicago, IL	N	\$284	\$568	Y	\$284
GEGPHL	Spokane, WA - Philadelphia, PA	N	\$646	\$1,292	Υ	\$646
GEGPHX	Spokane, WA - Phoenix, AZ	N	\$460	\$920	Y	\$460
GEGRNO	Spokane, WA - Prioeilix, AZ	N N	\$352	\$704	Y	\$352
GEGSAN		Y	\$337	\$674	Y	\$337
GEGSAN	Spokane, WA - San Diego, CA	Y N	\$439	\$674	Y	\$439
	Spokane, WA - San Antonio, TX	N Y		70.0		
GEGSFO	Spokane, WA - San Francisco, CA		\$239	\$478	Y	\$239
GEGSJC	Spokane, WA - San Jose, CA	N	\$243	\$486	Y	\$243
GEGSLC	Spokane, WA - Salt Lake City, UT	N	\$327	\$654	Y	\$327
GEGSMF	Spokane, WA - Sacramento, CA	N	\$211	\$422	Υ	\$211
	Continue MA Conte And CA	N	\$359	\$718	V	\$359
	Spokane, WA - Santa Ana, CA Spokane, WA - Saint Louis, MO	N	3333	3/16	Y	3335

*SEASONAL

GEGTUS	Spokane, WA - Tucson, AZ	N	\$494	\$988	Υ	\$494
GTFSEA	Great Falls, MT - Seattle, WA	Υ	\$298	\$596	N	\$298
HLNSEA	Helena, MT - Seattle, WA	Υ	\$298	\$596	N	\$298
IAHPDX	Houston, TX - Portland, OR	Υ	\$390	\$780	Υ	\$390
IAHSEA	Houston, TX - Seattle, WA	Y Y	\$480	\$960	Y	\$480
JFKSEA		Y			Y	
	New York City, NY - Seattle, WA	·	\$451	\$902		\$451
LASPUW	Las Vegas, NV - Pullman, WA	N	\$382	\$764	Y	\$382
LAXPDX	Los Angeles, CA - Portland, OR	Υ	\$222	\$444	Υ	\$222
LAXPUW	Los Angeles, CA - Pullman, WA	N	\$484	\$968	Y	\$484
MCISEA	Kansas City, MO - Seattle, WA	Υ	\$417	\$834	Υ	\$417
MCOPUW		N	\$660	\$1,320	Υ	\$660
MKESEA	Milwaukee, WI - Seattle, WA	Y	\$403	\$806	N	\$403
MSOSEA	Missoula, MT - Seattle, WA	Y	\$261	\$522	Υ	\$261
MSPPUW		N	\$596	\$1,192	Υ	\$596
MSPSEA	Minneapolis, MN -Seattle, WA	Υ	\$477	\$954	Υ	\$477
MSYPDX	New Orleans, LA - Portland, OR	Υ	\$295	\$590	Υ	\$295
MSYSEA	New Orleans, LA - Seattle, WA	Υ	\$363	\$726	Υ	\$363
OAKPDX	Oakland, CA - Portland, OR	Υ	\$286	\$572	Υ	\$286
OAKPUW	Oakland, CA - Pullman, WA	N	\$349	\$698	Y	\$349
OAKSEA	Oakland, CA - Seattle, WA	Y	\$228	\$456	Y	\$228
OKCSEA	Oklahoma City, OK - Seattle, WA	Y	\$358	\$716	N	\$358
OMASEA	Omaha, NE - Seattle, WA	Υ	\$354	\$708	N	\$354
ONTPDX	Ontario, CA -Portland, OR	Υ	\$331	\$662	Υ	\$331
ONTPUW	Ontario, CA - Pullman, WA	N	\$487	\$974	Υ	\$487
ONTSEA	Ontario, CA - Seattle, WA	Υ	\$305	\$610	Υ	\$305
ORDPUW	Chicago, IL - Pullman, WA	N	\$584	\$1,168	Υ	\$584
JFKPDX	Portland, OR - JFK, NY	Y	\$421	\$842	Y	\$421
EWRPDX					Y	
	Portland, OR - Newark, NJ	Y	\$421	\$842		\$421
PDXPHX	Portland, OR - Phoenix, AZ	Υ	\$295	\$590	Υ	\$295
PDXPSC	Portland, OR - Pasco, WA	N	\$232	\$464	Υ	\$232
PDXPUW	Portland, OR - Pullman, WA	N	\$298	\$596	Υ	\$298
PDXRNO	Portland, OR - Reno, NV	Υ	\$253	\$506	Υ	\$253
PDXSAN	Portland, OR - San Diego, CA	Υ	\$286	\$572	Υ	\$286
PDXSFO	Portland, OR - San Francisco, CA	Υ	\$217	\$434	γ	\$217
PDXSJC	Portland, OR - San Jose, CA	Y	\$283	\$566	Y	\$283
PDXSNA	Portland, OR - Santa Ana, CA	Y	\$349	\$698	Y	\$349
PDXSLC	Portland, OR - Salt Lake City, UT	Y	\$309	\$618	Y	\$309
PDXSMF	Portland, OR - Sacramento, CA	Υ	\$222	\$444	Υ	\$222
PDXTPA	Portland, OR - Tampa, FL	Υ	\$349	\$698	Υ	\$349
PDXYKM	Portland, OR - Yakima, WA	N	\$253	\$506	Υ	\$253
PHLSEA	Philadelphia, PA - Seattle, WA	Υ	\$592	\$1,184	N	\$592
PHXPUW	Phoenix, AZ - Pullman, WA	N	\$379	\$758	Υ	\$379
PUWRNO		N	\$406	\$812	Υ	\$406
PUWSAN	Pullman, WA - San Diego, CA	N	\$504	\$1,008	Y	\$504
PUWSBA		N			Y	_
	Pullman, WA - Santa Barbara, CA		\$456	\$912		\$456
PUWSFO	Pullman, WA - San Francisco, CA	N	\$278	\$556	Y	\$278
PUWSJC	Pullman, WA - San Jose, CA	N	\$355	\$710	Y	\$355
PUWSMF	Pullman, WA - Sacramento, CA	N	\$355	\$710	Υ	\$355
PUWSNA	Pullman, WA - Santa Ana, CA	N	\$509	\$1,018	Υ	\$509
PUWSTL	Pullman, WA -Saint Louis, MO	N	\$471	\$942	Υ	\$471
PUWTUS	Pullman, WA - Tucson, AZ	N	\$349	\$698	Υ	\$349
PUWYKM	Pullman, WA - Yakima, WA	N	\$310	\$620	Υ	\$310
RDUSEA	Raleigh/Durham, NC - Seattle, WA	Υ	\$503	\$1,006	N	\$503
RNOSEA	Reno, NV - Seattle, WA	Y	\$261	\$522	Y	\$261
						_
SATSEA	San Antonio, TX - Seattle, WA	Υ	\$399	\$798	N	\$399
SEASJC	Seattle, WA - San Jose, CA	Υ	\$311	\$622	Υ	\$311
SEASLC	Seattle, WA - Salt Lake City, UT	Υ	\$311	\$622	Υ	\$311
SEASNA	Seattle, WA - Santa Ana, CA	Υ	\$337	\$674	Υ	\$337
SEASTL	Seattle, WA - Saint Louis, MO	Υ	\$358	\$716	N	\$358
SEATPA	Seattle, WA - Tampa, FL	Y	\$601	\$1,202	Y	\$601
SEATUS	Seattle, WA -Tucson, AZ	Y Y	\$421	\$842	Y	\$421
	Table of the racion, AL	N N	,	7512		7.22
Additiona	l markets	N				
			¢400	ćenn	P	Ć400
INDSEA	Seattle, WA - Indianapolis, IN	Y	\$400	\$800	N	\$400
PITSEA	Seattle, WA - Pittsburgh, PA	Y	\$363	\$726	N	\$363
PSPSEA	Seattle, WA - Palm Springs, CA	Υ	\$311	\$622	Υ	\$311
DENPSC	Pasco, WA - Denver, CO	N	\$415	\$830	Υ	\$415
DCAPSC	Pasco, WA - Washington, DC	N	\$580	\$1,160	Y	\$580
CMHSEA	Seattle, WA - Columbus, OH	Υ	\$408	\$816	N	\$408
CVGSEA	Seattle, WA - Cincinnati, OH	Y	\$412	\$824	N	\$412
CLESEA	Seattle, WA - Cleveland, OH	Y	\$363	\$726	N	\$363
LASPDX	Portland, OR - Las Vegas, NV	Y	\$246	\$492	Y	\$246
	Seattle, WA - Monterey, CA	Y	\$311	\$622	Y	\$311
MRYSEA			·			·
PSCSFO	Pasco, WA - San Francisco, CA	N	\$311	\$622	Y	\$311
PSCSTL	Pasco, WA - St Louis, MO	N	\$408	\$816	Y	\$408
SEASTS	Seattle, WA - Santa Rosa, CA	Υ	\$246	\$492	Υ	\$246
BZNSEA	Seattle, WA - Bozeman, MT	Υ	\$298	\$596	Υ	\$298
SBASEA	Seattle, WA - Santa Barbara, CA	Υ	\$311	\$622	Y	\$311
ICTSEA	Seattle, WA - Wichita, KS	Υ	\$358	\$716	N	\$358
IDASEA	Seattle, WA - Idaho Falls, ID	Υ	\$298	\$596	N	\$298
RDMSEA	Seattle, WA - Redmond, OR	Y	\$184	\$368	Y	\$184
	Bellingham, WA - Pasco, WA	N N		\$534	Y	
BLIPSC			\$267			\$267
MFRSEA	Seattle, WA - Medford, OR	Y	\$190	\$380	Y	\$190
ELPSEA	Seattle, WA - El Paso, TX	Y	\$341	\$682	N	\$341
MIASEA	Seattle, WA - Miami, FL	Υ	\$414	\$828	γ*	\$414
FCASEA	Seattle, WA - Kalispell, MT	Υ	\$237	\$474	Y	\$237
SBPSEA	Seattle, WA - San Luis Obispo, CA	Υ	\$283	\$566	Υ	\$283
RDDSEA	Seattle, WA - Redding, CA	Υ	\$247	\$494	N	\$247
JACSEA	Seattle, WA - Jackson Hole, WY	Y	\$327	\$654	Y*	\$327

*SEASONAL

*SEASONAL

Alaska Airlines optional fees are published at:
Optional Services and Fees - Alaska Airlines

Please refer to that site for current fee information.

03624 Final Contract- Alaska Airlines-combined

Final Audit Report 2025-06-17

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