



Washington State  
**DEPARTMENT OF  
ENTERPRISE SERVICES**

**CONTRACT**

**No. 10725**

*FOR*

**REFUNDABLE & NONREFUNDABLE AIRFARE TICKETS  
FOR SPECIFIED DOMESTIC AND INTERNATIONAL LOCATIONS SERVICES BY DELTA AIR LINES**

**AWARDED BY COMMERCIAL AIRLINE OPERATOR ('CONTRACTOR')**

*For Use by Eligible Purchasers*

By and Between

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

and

**DELTA AIR LINES, INC.**

Dated July 16, 2025

**CONTRACT**  
**No. 10725**  
**FOR**  
**REFUNDABLE AND NONREFUNDABLE AIRFARE TICKETS**  
**FOR SPECIFIED DOMESTIC AND INTERNATIONAL LOCATIONS SERVICED BY DELTA AIR LINES**

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 Delta Air Lines, Inc., a Delaware corporation ("Contractor") and is dated and effective as of July 16, 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 percentage discount pricing (and potential Purchaser incentive [Delta Credit Voucher]), this Contract provides pricing for the specified certain types of refundable and nonrefundable airfare tickets for specified domestic and international locations offered by Contractor ("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.

### A G R E E M E N T

**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 twelve months (12) months, commencing July 16, 2025 and ending July 15, 2026; *Provided*, however, that if Contractor is not in default and if, by April 30, 2026, 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 sixty (60) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract; provided, however that the pricing under Exhibit B shall be provided annually. 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 (Delta for Business):	Contractor shall ensure that ticketing and reservations via Contractor's online portal (Delta for Business) shall be available 24/7 at least 95% of the time over the Contract term.
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. <i>See Exhibit C – Insurance Requirements</i> at § 4.
Delta Credit Voucher:	Contractor timely remits to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Delta Credit Voucher as outlined in this Contract. <i>See Contract</i> at § 11.3.  <i>Note:</i> Contractor must pay the Delta Credit Voucher within sixty (60) calendar days of ending of each quarter. If Contractor is delinquent in timely paying the Delta Credit Voucher for three (3) or more quarters within the first four (4) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Contract Sales Reports:	<p>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. <i>See Contract at § 11.2.</i></p> <p><i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within sixty (60) 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 four (4) quarters of the Contract term, Contractor shall not be eligible for a performance-based extension.</p>

**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 employees whose travel is paid or reimbursed by the State of Washington
  - 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 AND/OR 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 Included 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 agreement between the parties, Enterprise Services and Contractor both reserve 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.
  - 3.3. PRICE ADJUSTMENT. The Contract prices are the maximum prices the Contractor may charge. Pricing shall remain firm and fixed for one (1) year from the Contract's effective date. Contractor, however, may propose price adjustments on an annual basis by written notice, at a minimum 30 days prior to the annual anniversary date of the contract, to the Contract Administrator. Price adjustments are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by the original Contract pricing. Such price adjustment requests must include supporting documentation such as price increases at the Contractor's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of Enterprise Services. If a price adjustment is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract performance or extensions contingent on price adjustments.
  - 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 Included Goods/Services* (subject to the annual pricing as set forth in Section 1).
  - 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.
  - 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 NOT 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 offense 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, or will be, registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.13. **ADVERTISING AND ENDORSEMENT.** 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.

## **5. QUALITY.**

- 5.1. All tickets purchased by Purchasers will be governed by the Delta Contract of Carriage which can be found here: <https://www.delta.com/us/en/legal/contract-of-carriage-dgr>.

- 6. **PURCHASER DATA.** The parties understand and acknowledge that commercial air travel, including information required for passenger reservations and ticketing, is 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.

## **7. USING THE CONTRACT – PURCHASES.**

- 7.1. **INCLUDED FARES.** This Contract is designed to provide a procurement solution to meet the operational needs of Purchasers. Accordingly, this Contract includes specific fare types and restrictions (for refundable and nonrefundable fares) for domestic and international fares for locations serviced by Contractor, as set forth in *Exhibit A – Included Goods/Services*.
- 7.2. **PERCENTAGE DISCOUNT ON INCLUDED FARES.** Contractor shall provide Purchasers with the percentage fare discount as set forth in *Exhibit B – Prices for Included Goods/Services; Provided*, however, such percentage fare discounts shall only be provided to Purchasers who purchase Included Goods/Services in accordance with the terms of this Contract (e.g.,

purchase Included Goods/Services through Contractor's online portal (or specified Travel agencies) as specified).

- 7.3. CONTRACTOR'S ONLINE TICKETING & RESERVATIONS PORTAL. Ticketing and reservations via Contractor's online portal (Delta for Business) 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.
- 7.4. CUSTOMER SERVICE. Customer Service will be available between the hours of 8am-5pm Pacific Time, Monday-Friday.
- 7.5. PURCHASING INCLUDED FARES. Purchasers shall make reservations and purchase included fares through either of the following:
  - (a) Contractor's Online Portal (Delta for Business). Purchasers may utilize Contractor's online portal at [Delta.com](https://Delta.com) to reserve and purchase included fares. *Note*: Purchasers must establish an account as specified in *Exhibit A – Included Goods/Services*.
  - (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 [Contract Summary](#) pages for contract [23923](#), Travel Agent Assisted Services, or contract [28623](#), NASPO Travel Management Service.

## **8. PAYMENT.**

- 8.1. PAYMENT. Payment is the sole responsibility of, and shall be made by, the Purchaser. Purchaser's payment is due at time of purchase.
- 8.2. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for customer service, insurance, or payment processing.
- 8.3. 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.

## **9. CONTRACT MANAGEMENT.**

- 9.1. 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](mailto:DESContractsTeamApple@des.wa.gov)

**Contractor**

Attn: Renee Walton-Smith  
Delta Air Lines  
Tel: (404) 907-8921  
Email: [renee.walton-smith@delta.com](mailto:renee.walton-smith@delta.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.

- 9.2. 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.
- 9.3. 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](mailto:greg.tolbert@des.wa.gov)

**Contractor**

Attn: Renee Walton-Smith  
Delta Air Lines  
Tel: (404) 907-8921  
Email: [renee.walton-smith@delta.com](mailto:renee.walton-smith@delta.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. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

- 10.1. 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 CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	May 31	June 1
2	April 1 – June 30	August 31	September 1
3	July 1 – September 30	November 30	December 1
4	October 1 – December 31	February 28	March 1

- 10.2. 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.

- 10.3. DELTA CREDIT VOUCHER. Quarterly, within sixty (60) calendar days following the end of the quarter, Contractor shall calculate and pay to Enterprise Services a Delta Credit Voucher that represents a total dollar amount of Delta credits (“Delta Credit Voucher”) that may be redeemed, within one (1) year of issuance, on delta.com or the Delta.com for Business (DDCFB) portal to offset airfares purchased thereon.

- (a) Calculation. Contractor shall calculate the Delta Credit Voucher, based on fares for Included Goods/Services (Contractor’s fare price only; not including governmental taxes/fees), less any refunds, as follows:

- (1) Total quarterly aggregate purchases are less than \$250,000:  
There shall be no Delta Credit Voucher.
- (2) Total quarterly aggregate purchases are greater than \$250,000, but less than \$300,000: Multiply total aggregate purchases within the quarter by one percent (1%) (i.e., total aggregate purchases within the quarter x 0.01 = Delta Credit Voucher.
- (3) Total quarterly aggregate purchases are greater than \$300,000: Multiply total aggregate purchases within the quarter by one percent (1.25%) (i.e., total aggregate

purchases within the quarter x 0.0125 = Delta Credit Voucher amount.

- (b) Payment to Enterprise Services. Contractor shall provide any applicable Delta Credit Voucher (i.e., the total amounts, if any, determined in subsections (a)(2) & (3) above) to Enterprise Services. Notwithstanding any provision to the contrary, Contractor agrees that such Delta Credit Voucher may be used in whole or in part by Enterprise Services and/or any Purchaser who has used this Contract.
- (c) Enterprise Services' Distribution/Use of Delta Credit Voucher. The parties agree that Enterprise Services, in its discretion, may use or allocate any Delta Credit Vouchers received pursuant to this Contract.

## **11. RECORDS RETENTION & AUDITS.**

- 11.1. 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.
- 11.2. 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. INSURANCE.**

- 12.1. 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.
- 12.2. 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.

### **13. CLAIMS.**

13.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Each party 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.

14. 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.

### **15. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.**

15.1. 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.

15.2. 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.

- 15.3. **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.
- 15.4. **DEFAULT.** Any of the following events shall constitute cause for either party to declare the other party in default of this Contract:
- (a) the defaulting party fails to perform or comply with any of the terms or conditions of this Contract;
  - (b) the defaulting party fails to timely report quarterly contract sales;
  - (c) the defaulting party fails to timely pay any applicable Delta Credit Voucher when due;
  - (d) the defaulting party fails to maintain the insurance coverages specified herein; or
  - (e) the defaulting party breaches any representation or warranty provided herein.
- 15.5. **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.
- 15.6. **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 exemplary or punitive damages; *Provided*, however, that nothing contained in this Section shall in any way exclude or limit a party's liability for all damages arising out of that party's intentional acts or omissions.
- 15.7. **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. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

## **16. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.**

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.

## **17. GENERAL PROVISIONS.**

- 17.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 17.2. COMPLIANCE WITH LAW. Each party shall comply with all applicable law.
- 17.3. 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.
- 17.4. **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.
- 17.5. **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.
- 17.6. **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.
- 17.7. **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.
- 17.8. **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.
- 17.9. **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.


- 17.10. **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.
- 17.11. **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.
- 17.12. **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.
- 17.13. **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.
- 17.14. **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.
- 17.15. **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.
- 17.16. **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.



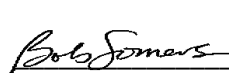
- 17.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 17.18. 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.
- 17.19. 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.
- 17.20. 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.
- 17.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 17.22. 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.
- 17.23. 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.
- 17.24. 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

**DELTA AIR LINES, Inc.,**  
**a Delaware Corporation**

By:   
Bob Somers  
Its: Senior Vice President of Global Sales

### INCLUDED GOODS/SERVICES

The Included Goods/Services are limited to Airfare Tickets for Specified Domestic and International Locations offered by Delta Air Lines as detailed in *Exhibit B – Prices for Included Goods/Services*, purchased through:

- **Contractor's Online Portal** ([Delta.com](https://delta.com)). Purchasers may utilize Contractor's online portal at [Delta.com](https://delta.com) to reserve and purchase included fares. *Note:* To use Contractor's online portal, Purchasers must establish a 'company' account for the Purchaser as specified herein:
  - Establishing a Purchaser ('company') account:
    - Prior to purchasing Included Goods/Services, Purchasers first must access Contractor's online portal and create an account (referred to as a 'company' account on Contractor's online portal) for the Purchaser (e.g., the state agency or other eligible purchaser).
    - All Purchasers utilizing the Contractor's online portal must have a Delta SkyMiles number. A free SkyMiles number can be obtained [here](#).
    - Purchasers may create multiple Purchaser ('company') accounts (e.g., by Purchaser division, program, etc.)
  - Making Reservations & Purchasing Included Airfares:
    - Travelers or travel arrangers go to [www.delta.com](https://www.delta.com) or the Fly Delta app and log in using their Delta SkyMiles number, and select Business Travel upon logging in.
- **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 [Contract Summary](#) pages for contract [23923](#), Travel Agent Assisted Services, or Contract [28623](#), NASPO Travel Management Services.

*Note:*

1. Purchasers may cancel Refundable Airfare Tickets without any penalty, receiving a full refund to their original payment method.
2. Airline tickets purchased through this Contract must be used for Purchaser's official work-related travel. This Contract does NOT include airline tickets for personal travel. Accordingly, Purchasers' personnel may not use this Contract for personal use.
3. 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 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 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 following table specifies the applicable percentage discount off of published fares that are available to Purchasers pursuant to this Contract for specified refundable and nonrefundable airfares for specified domestic and international locations serviced by Contractor.

To obtain such discounted fares, Purchasers must purchase such airfare through Contractor's online portal or through specified travel agencies, as specified in *Exhibit A – Included Goods/Services*.

*Note:* The percentage off discounts are applied to the fare cost only and not to any governmental applicable taxes and/or fees applied to such fares.

Destination	Discount Rate	Discounting Carriers			
<b>Domestic Hub US/CA</b>		<b>Delta</b>			
	5%	J,C,W,Y,P,B,M,H,Q Fares			
	3%	D,K,L Fares			
	2%	I,Z,U,T,X,V Fares			
<b>Domestic Coastal Hub US/CA</b>		<b>Delta</b>			
	10%	J,C,W,Y,P,B,M,H,Q Fares			
	5%	D,K,L Fares			
	2%	I,Z,U,T,X,V Fares			
<b>Domestic Non-Hub US/CA</b>		<b>Delta</b>			
	8%	J,C,W,Y,P,B,M,H,Q Fares			
	4%	D,K,L Fares			
	2%	I,Z,U,T,X,V Fares			
<b>Domestic Limited Network Catch-All</b>		<b>Delta</b>			
	2%	All Fares			
<b>US50/CA to EMEA</b>		<b>Delta</b>	<b>KLM</b>	<b>Air France</b>	<b>Virgin Atlantic</b>
	2%	F Fares		P Fares	
	8%	J Fares	J Fares	J Fares	J Fares
	4%	C Fares	C Fares	C Fares	C Fares
	4%	D Fares	D Fares	D Fares	D Fares
	4%	I Fares	I Fares	I Fares	I Fares

	4%	Z Fares	Z Fares	Z Fares	Z Fares
	4%	P Fares	W Fares	W Fares	W Fares
	4%				S Fares
	4%	A Fares	S Fares	S Fares	H Fares
	4%	G Fares	A Fares	A Fares	K Fares
	4%	Y Fares	Y Fares	Y Fares	Y Fares
	4%	B Fares	B Fares	B Fares	B Fares
	4%	M Fares	M Fares	M Fares	R Fares
	4%		U Fares	U Fares	
	2%	H Fares	K Fares	K Fares	L Fares
	2%	Q Fares	H Fares	H Fares	U Fares
	2%	K Fares	L Fares	L Fares	M Fares
	2%	L Fares	Q Fares	Q Fares	E Fares
	2%	U Fares	T Fares	T Fares	Q Fares
	2%	T Fares	N Fares	N Fares	X Fares
<b>US50/CA to TPAC</b>		<b>Delta</b>			
	2%	J Fares			
	2%	C Fares			
	2%	D Fares			
	2%	I Fares			
	2%	P Fares			
	2%	A Fares			
	2%	G Fares			
	2%	Y Fares			
	2%	B Fares			
	2%	M Fares			
	2%	H Fares			
	2%	Q,K,L,U Fares			
<b>US50/CA to TPAC</b>		<b>Delta</b>	<b>Aeromexico</b>		
	5%	J Fares	J Fares		
	5%	C Fares	C Fares		
	5%	D Fares	D Fares		
	5%	I Fares	I Fares		
	0%	Z Fares			
	2%	P Fares			
	2%	A Fares			
	2%	W Fares	W Fares		
	2%	Y Fares	Y Fares		
	2%	B Fares	B Fares		
	2%	M Fares	M Fares		
	2%	H Fares	U Fares		
	2%	Q Fares	K Fares		
	2%	K Fares	H Fares		
	2%	L Fares	L Fares		

	2%	U Fares	Q Fares		
	0%	T Fares	T Fares		
	0%	X Fares	E Fares		
	0%	V Fares	N Fares		
<b>US50/CA to LAC/CARIB/PRVI (Ex MX)</b>		<b>Delta</b>			
	2%	J Fares			
	2%	C Fares			
	2%	D Fares			
	2%	I Fares			
	2%	Y Fares			
	2%	B Fares			
	2%	M Fares			
	2%	H Fares			
	2%	Q Fares			
	2%	K Fares			
	2%	L Fares			
	2%	U Fares			
	2%	T Fares			
<b>LAC to USCAPRVI (Catch-all)</b>		<b>Delta</b>			
	7%	J Fares			
	7%	C Fares			
	5%	D Fares			
	3%	I Fares			
	5%	P, A, W Fares			
	10%	Y Fares			
	10%	B Fares			
	10%	H Fares			
	3%	Q Fares			
	2%	K, L, U Fares			
<b>APAC/AU to US/CA (Catch- all)</b>		<b>Delta</b>			
	4%	J, C, D Fares			
	2%	I Fares			
	4%	Y, B, M Fares			
	1%	H, Q, K, L, U Fares			
<b>MX to EMEAI (Catch-all)</b>		<b>Delta</b>			
	2%	F Fares			
	3%	J, C Fares			
	4%	D,I, Z Fares			
	3%	P,A,G Fares			

	<b>3%</b>	Y,B,M,H,Q Fares			
	<b>2%</b>	K,L,U,T			

#### Abbreviations:

US50/CA- US States and Canada

EMEA- Airports located in Europe, Middle East, Africa and India

TPAC- Transpacific Asia Combined

LAC/CARIB/PRIV- Latin America/Caribbean/Puerto Rico/Virgin Islands

USCAPRVI- US/Canada/Puerto Rico/Virgin Islands

MX- Mexico

APAC-AU- Asia Pacific

**Domestic Hubs:** The following airports (designated by three-letter airport code) are Hub Airports for purposes of this Agreement: Atlanta, Georgia (ATL); Cincinnati; Detroit (DTW); Minneapolis, Minnesota (MSP); Salt Lake City, Utah (SLC)

**Domestic Coastal Hubs:** The following airports (designated by three-letter airport code) are Hub Airports for purposes of this Contract: New York (LGA), New York (JFK), Boston (BOS), Seattle (SEA), Los Angeles (LAX).

#### Fare Class and Type Abbreviations:

##### Fare Classes:

- F, J, C, D, I, Z: First Class and Business Class
- P, A, G: Delta Premium Select
- Y, B, M, W, S: Full Fare Main Cabin and Delta Comfort+
- H, Q, K, L: Main Cabin
- U, T: Discounted Main Cabin
- X, V: Deeply Discounted Main Cabin
- E: Basic Economy (Only non-refundable fares)

##### Fare Types:

- **Refundable Fares:** Provide maximum flexibility and typically does not require advance purchase. All fare classes, except for Basic Economy, offer an option to upgrade to a refundable fare. This can be done through the online booking tool.
- **Nonrefundable Fares:** Priced for optimal value but come with more restrictions such as:
  - Nonrefundable Fares are ineligible for a refund.
  - Tickets may need to be purchased 7, 14, or 21 days prior to scheduled flight.
  - Itinerary changes generally are permitted upon the payment of an additional Administrative Service Fee and any difference in the applicable fare.
  - Travel may be limited to selected days/times.

Corporate Incentives included for Business Travelers:

- Preferred seat selection: Business travelers can choose where they sit ahead of time- aisle, exit row or window- near the front of the plane at no extra cost,
- Check-in recognition: Delta's kiosks and online check-in channels can identify business travelers,
- Priority SkyMiles Medallion Upgrades: Delta offer business travelers who are SkyMiles Medallion Members more benefits, like upgrade priority over other Medallion Members in the same Medallion Group,
- Denied boarding prioritization: If every confirmed passenger cannot be accommodated on a flight, business travelers receive priority status in denied boarding situations.
- Downgrade Prioritization: In the unlikely event Delta cannot accommodate every ticketed passenger in a cabin of service, business travelers take priority over non-business travelers of comparable status.
- Priority Standby: Business travelers receive tie-breaker prioritization over similarly situated non-business travelers when standing by for a flight.
- Priority Boarding: All business travelers receive enhanced priority boarding, ensuring they get on the flight sooner.

**Geographical entities (lists subject to change without notice)**

- **North America:** Airports located within the United States of America, Canada, Mexico and the Caribbean
  - **United States of America:** Continental United States of America, Alaska, Hawaii, Puerto Rico, US Virgin Islands
  - **Canada:** Canada
  - **Mexico:** Mexico
  - **Caribbean:** Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Virgin Islands (British)
- **Latin America:** Airports located in Central America and South America
  - **Central America:** Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama
  - **South America:** Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Falkland Islands (Malvinas), French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela

- **EMEA1:** Airports located in Europe, Middle East, Africa and India
  - **Europe:** Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria (Rep), Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Macedonia, Romania, Russia, San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen Islands, Sweden, Switzerland, Turkey, Tunisia, Ukraine, United Kingdom
  - **Middle East:** Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi **Arabia**, Syrian Arab Republic, Sudan, United Arab Emirates, Yemen
  - **Africa:** Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central **African** Republic, Chad, Comoros, Congo, Cote D'Ivoire (Ivory Coast), Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libyan Arab Jamahiriya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, St. Helena, Swaziland, Tanzania, Togo, Uganda, Zambia, Zimbabwe
  - **India:** India
- **Asia Combined:** Airports located in Asia, Australia, Micronesia, New Zealand and the South Pacific
  - **Asia:** Afghanistan, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, China, Hong Kong, Indian Ocean Islands, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Lao People's Democratic Republic, Malaysia, Mongolia, Myanmar, Nepal, North Korea, Pakistan, Republic of Korea, Singapore, Sri Lanka, Tajikistan, Taiwan Province of China, Thailand, Turkmenistan, Uzbekistan and Vietnam
  - **Australia:** Australia
  - **Micronesia:** Guam, Kiribati, Marshall Islands, Micronesia, Nauru, Northern Mariana Islands, Palau, US Minor Outlying Islands
  - **New Zealand:** New Zealand
  - **South Pacific:** American Samoa, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Fiji, French Polynesia, Macau, Maldives, New Caledonia, Niue, Norfolk Island, Papua New Guinea, Philippines, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu, and Wallis and Futuna Islands



### 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 (and, if necessary, commercial umbrella 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 not 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. **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, no less than ten (10) calendar days prior to coverage expiration, 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. 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](mailto:DESContractTeamApple@des.wa.gov)

*Note:* The Email Subject line must state:

**Contract Insurance Certificate – Statewide Contract No. 03624 –  
Refundable and Non-Refundable Airfare Tickets**

4. **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.
5. **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.
6. **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.
7. **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.
8. **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 \* \* \*

# 10725 State of Washington Discount Pricing Agreement Final 7.14.25

Final Audit Report

2025-07-15

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