

State of Oregon

Master Services Agreement

PO-10700-00030317

This Master Services Agreement (“MSA”) is by and between the State of Oregon, acting through its Department of Administrative Services, Procurement Services (“DAS”) on behalf of Oregon State Agencies and members of the Oregon Cooperative Procurement Program (“Authorized Purchaser”) and Alaska Airlines, Inc. (“Contractor”) and is effective as of date of the last signature. DAS and Contractor are the parties to this MSA and may be referred to as “Party” or “Parties”, collectively.

Recitals

1. DAS desires to engage Contractor through this MSA to make available to DAS and other Authorized Purchasers certain City Pairs Airfare services, as described on Exhibit B (“Services”).
2. On January 10, 2024, DAS issued RFP #S-10700-00009172 to provide authority to directly award contracts to Contractor and other providers of the Services.
3. DAS desires Contractor to provide the Services to Authorized Purchasers, and Contractor wishes to provide the Services to Authorized Purchasers.

Agreement

The Parties agree:

1. MSA Administrators.

Contractor Contract Administrator for this MSA is:

Contractor Contact name: Patty Ewbank
Address: PO Box 68900
City, State, Zip Seattle, WA 98168-0900
Phone: 209-392-5482
Email Address: patty.ewbank@alaskaair.com

DAS’ Contract Administrator for this MSA is:

Kaliska King, CPPB, OPBC
1225 Ferry St SE
Salem, Oregon 97301
Phone: 503.798.1907
Email: Kaliska.king@das.oregon.gov

Either Party may change its Contract Administrator by providing the other notice in compliance with Section 20.6 of this MSA.

2. Definitions. As used in this MSA, the following terms have the meanings set forth below:

“Authorized Purchaser” means: (i) DAS acting on behalf of itself, (ii) agencies of the State of Oregon that are subject to DAS procurement authority according to ORS 279A.050 and 279A.140 and that are authorized to use this

MSA through a delegation of authority according to OAR 125-246-0170 (“Authorized Agency” or “Authorized Agencies”); and (iii) ORCPP members.

“**Authorized Purchaser Data**” means information created and information stored by Authorized Purchaser through the Services, and information created and collected by Contractor regarding Authorized Purchaser and its clients during the course of providing the Services, including Personal Information and Traveler Information.

“**Authorized Purchaser Intellectual Property**” means any intellectual property owned by Authorized Purchaser and developed independently from the Services.

“**Business Day**” means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays and business closure days.

“**Calendar Days**” means contiguous days.

“**Capacity Controlled Inventory**” means any available seat above the bottom 1/3 of the airline’s seating hierarchy in coach of the carrier’s commercial fare classification code schedule.

“**City Pair**” means the one-way flight in either direction between two designated cities.

“**Contractor Intellectual Property**” means any intellectual property owned by Contractor and developed independently from the Services.

“**Customer Service**” or “**Help Desk Support**” means all necessary activities to assist end users to effectively and efficiently use the Services and may include:

Tier 1 Support – Response to incidents, with resolution of incidents that can be resolved by the Help Desk (e.g. password resets, permissions settings, user provisioning) and Tier 2 assignment of those incidents that need further analysis.

Tier 2 Support – Analysis of escalated incidents to Contractor resources that have some technical or functional knowledge of the Services or underlying systems.

Tier 3 Support – incidents leading to changes in the Services or underlying systems that need to be incorporated in a release.

“**Direct flight**” means a flight from one segment (city) to another segment (city) on the same aircraft with only one stop.

“**Non-Stop flight**” means a direct flight one segment (city) to another segment (city) with no stops or layovers in between.

“**Oregon Cooperative Procurement Program**” or “**ORCPP**” means the cooperative purchasing program created by DAS. Members may use DAS statewide price agreement. Members include: county, city, school district, law enforcement authority, special district, or any other kind of municipal, quasi-municipal, or public corporation organized pursuant to law.

“**Partner Airline**” means an airline that allows any code sharing allowances with and imposes no code sharing restrictions on the Traveler or partner airline.

“**Protected class**” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age.

“**Segment**” means each one-way flight.

“**Services**” means all effort to be expended by Contractor under the MSA.

“State” means the State of Oregon.

“State Agency” means those agencies of the State of Oregon that are subject to the procurement authority of the Director of the Department of Administrative Services according to ORS 279A.050 and 279A.140. This term includes the Department of Administrative Services when the Department of Administrative Services is engaged in public contracting.

“Third Party Intellectual Property” means any intellectual property owned by parties other than Authorized Purchaser or Contractor.

“TMC” means the Travel Management Contractor, which includes individuals and companies that coordinate reservations for lodging, airline, rail, and commercial modes of transportation including rental vehicles. These companies use Global Distribution Systems (GDS) to book flights for their clients. This allows the travel Agent or Booking tool to compare different itineraries and costs by displaying availability in real-time, allowing users to access fares for air tickets, hotel rooms and rental cars simultaneously.

“TMC Agent” means a person who works for the TMC.

“Traveler” means the person authorized (for official business) to acquire Services under this MSA.

“Traveler Information” means all information directly or indirectly obtained from Travelers accessing the Services where such information is obtained by Contractor or by any of its employees, representatives, agents or any Third Parties having contractual privity with Contractor or who are under Contractor’s supervision or control.

“Unrestricted fare” means one-way fare offered to Authorized Purchasers.

“Work Product” means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or agents (either alone or with others) pursuant to this MSA, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

3. Contract Term. This MSA is effective on the date this MSA has been fully executed by each party and approved as required by applicable law (“Effective Date”). Unless extended or terminated earlier in accordance with its terms, this MSA terminates one year from last signature (“Initial Term”). Contractor and Authorized Purchaser may renew this MSA upon written agreement. The termination of this MSA will not extinguish or prejudice DAS’ or Authorized Purchaser’s right to enforce this MSA with respect to any default by Contractor that has not been cured.

4. MSA Documents. This MSA consists of the following documents, which are listed in descending order of precedence:

- 1) this MSA less all exhibits;
- 2) Exhibit D (Federal Law);
- 3) Exhibit C (Special Requirements);
- 4) Exhibit A (Description of Services and Rates); and
- 5) Exhibit B (Required Insurance)

The foregoing documents and Exhibits are attached hereto and made a part of the MSA by this reference.

5. Services.

5.1. Performance of Services. From time to time, Authorized Purchasers may acquire from Contractor and Contractor shall perform services as described in Exhibit A, Description of Services ("Services"), subject to the provisions of this MSA, including the Special Terms and Conditions set forth in Exhibit C.

5.2. Request for Services.

5.2.1. ORCPP Members. Authorized Purchasers that are ORCPP members may use the process described in Section 5.2.2, or their own booking tools or processes as agreed to with Contractor to acquire Services.

5.2.2. Travel Management Services. Authorized Purchaser shall book and access the rates in this MSA through the State of Oregon's Travel Management Contractor (TMC). Rates must be accessible to the TMC, either through the Global Distribution Service (GDS) or through another way under which the TMC and Contractor each have access to the rates.

5.2.3. State Agency Authorized Purchasers. State Agency Authorized Purchasers or Travelers needing to book travel must use the State's TMC to book all flights via a TMC Agent or the online booking tool. In the event of multiple awards of Master Services Agreements, Authorized Purchaser's travel coordinator (or the Traveler) should:

(1) review which flights are available for a City Pair fare and compare cost, Traveler schedule, and other needs or Services available, and then select the contractor that provides the best value for the Authorized Purchaser (or Traveler), and then

(2) the Authorized Purchaser's traveler coordinator (or the Traveler) will either (i) call the TMC or (ii) book online via a booking tool, to book the applicable flight based upon what is in the best interest of Authorized Purchaser (or Traveler). Authorized Purchaser must reference this MSA in its request.

(3) Authorized Purchaser must immediately review the reservation for accuracy and cost. If the reservation is incorrect in any aspect, Authorized Purchaser may reject the reservation and request Contractor revise or cure any deficiency at Contractor's cost.

5.2.4. Request Rejection. Contractor shall reject requests that do not comply with this section 5. Contractor also shall reject requests that are not from Authorized Purchasers. Contractor may verify ORCPP Members at: <https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>.

5.3. Authorized Purchasers' Liability under Contracts. Contractor shall look solely to the Authorized Purchaser for any rights and remedies Contractor may have at law or in equity arising under any contract between Contractor and the Authorized Purchaser. Contractor acknowledges and agrees that DAS is not liable to Contractor under any contract entered into between Contractor and an Authorized Agency or an ORCPP Member unless DAS is purchasing the Services as the Authorized Purchaser.

5.4. Transition of Services. DAS may request that Contractor continue to provide the Services for a period up to 90 Calendar Days after the termination of this MSA ("Transition Period"). During the Transition Period, Contractor shall continue to provide the Services, and shall provide additional services to support a responsible and secure transition to another provider as designated by DAS and shall also continue to provide Authorized Purchaser with access to all Authorized Purchaser Data.

5.5. Cooperation. Contractor shall cooperate with DAS, Authorized Purchaser and their designated third parties, specifically including the TMC.

5.6. Public Records. DAS and State Agencies, as executive department entities of State, must respond to requests for Authorized Purchaser Data and other public records under Oregon's Public Records laws, including ORS 192.311 to 192.478, within set timeframes. Contractor shall support the ability of DAS and any State Agency to respond to public records requests for Authorized Purchaser Data in accordance with applicable law.

5.7. Business Continuity Management and Disaster Recovery. Contractor represents that Contractor has a Business Continuity Management and Disaster Recovery.

6. Payment.

6.1. Air fare Payment. DAS has contracted on behalf of the State and other Authorized Purchasers for travel-related charge services which include air fares. The TMC under contract with the State of Oregon charges the fare to the State's or Authorized Purchaser's respective billing number. The forms of payment for this MSA are the Visa credit card (series 4730 and 4488 only) for State agencies, other Authorized Purchasers, and the Oregon University System ("University System"). If the State or University System awards a new contract for its travel-related charge services, DAS shall notify the Contractor in writing prior to the tickets being purchased with the new charge cards. The State reserves the right to allow a check form of payment through the State of Oregon Contract Travel Agency whenever a credit card becomes unavailable. At the discretion of any State Contract Travel Agency, the Contract Travel Agency may accept a check as the form of payment from the Authorized Purchaser and process the ticket through ARC. Under no circumstances shall checks be written directly to the Contractor.

6.2. Rates. Authorized Purchaser shall pay Contractor the Rates set forth on Exhibit A. Authorized Purchaser will not pay Contractor any amount in excess of the amounts set forth on Exhibit A and will not pay for Services performed before the Effective Date or after the expiration or termination of this MSA. If the Rates are increased by amendment, the amendment must be fully effective before Contractor performs Services subject to the amendment.

6.3. Price Changes. Contractor shall keep pricing specified in Exhibit A fixed for at least the first twelve (12) full months of this MSA. Thereafter, DAS and Contractor may adjust pricing no more than once annually by MSA amendment. The Party requesting the change shall send written notice to the other Party at least 30 days prior to the end of the then-current term. The notice should include the requested change(s) and reason for the change(s). The Parties shall negotiate in good faith. The renegotiated rates will be effective on all existing and future Services obtained from Contractor on or after the amendment signing.

6.4. Funds Available and Authorized. Contractor will not be compensated for Services performed under this MSA by any agency or department of the State of Oregon other than Authorized Purchaser. Authorized Purchaser believes it has sufficient funds currently available and authorized for expenditure to make payments under this MSA within Authorized Purchaser's biennial appropriation or limitation. Contractor understands and agrees that Authorized Purchaser's payments under this MSA are contingent on Authorized Purchaser receiving appropriations, limitations, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to continue to make payments under this MSA.

7. Independent Contractor; Responsibility For Taxes And Withholding

7.1. Independent Contractor. Contractor shall perform all Services as an independent contractor. DAS and Authorized Purchaser reserve the right (i) to determine and modify the delivery schedule for the Services and (ii) to evaluate the quality of the Services, but neither DAS nor Authorized Purchaser may or will control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Services.

7.2. No Conflicts. Contractor represents and warrants that Contractor's performance of the Services under this MSA creates no potential or actual conflict of interest as defined by ORS 244; and no statutes, rules or regulations of any State of Oregon or federal agency for which Contractor currently performs work would prohibit Contractor from performing the Services under this MSA.

7.3. Affiliation. Contractor is not an "officer," "employee," or "agent" of the State of Oregon, as those terms are used in ORS 30.265 or otherwise.

7.4. Taxes and Benefits. Contractor is responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this MSA and, unless required by applicable law, Authorized Purchaser will not

withhold from such compensation or payments any amount to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this MSA, except as a self-employed individual.

8. Representations and Warranties.

8.1. Contractor's General Representations and Warranties. Contractor represents and warrants to DAS and Authorized Purchaser that:

- Contractor has the power and authority to enter into and perform this MSA;
- This MSA, when executed and delivered, is a valid and binding obligation of Contractor enforceable in accordance with its terms;
- Contractor shall, at all times during the term of this MSA, be qualified, professionally competent, and duly licensed to perform the Services;
- Contractor is not in violation of, charged with nor, to the best of Contractor's knowledge, under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services, and Contractor's provision of the Application Services or other Services will not violate any such law, ordinance, regulation or order; and
- Contractor is an independent contractor and Contractor's performance under this MSA to the best of Contractor's knowledge creates no potential or actual conflict of interest, as defined by ORS 244, for Contractor or any Contractor personnel or Key Persons that will perform Services under this MSA and creates no other violation of ORS Chapter 244 for Contractor, its agents, or contractors.

8.2. Contractor's Performance Warranties. Contractor represents and warrants to DAS and Authorized Purchaser that:

- Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor shall apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with the highest standards prevalent in Contractor's industry, trade or profession;
- The Services delivered by Contractor pursuant to the Services will materially comply with any service descriptions, specifications, standards or requirements set forth in this MSA;
- Any software, platform or application used to provide the Services is free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required under the terms and conditions of this MSA. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the software, platform or application expressly permitted by the terms and conditions by the license under which it was provided; and

8.3. Warranties cumulative. The warranties set forth in Section are in addition to, and not in lieu of, any other warranties set forth elsewhere in this MSA.

9. Marks and Competing Services.

9.1. Marks. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent.

9.2. Competing Services. Subject to the provisions of Section 10, nothing in this MSA precludes or limits in any way the right of Contractor to: (i) provide services similar to those contemplated in this MSA, or consulting or other services of any kind or nature whatsoever to any individual or entity as Contractor in its sole discretion deems appropriate, or (ii) develop for Contractor or for others, deliverables or other materials that are competitive with those

produced as a result of the Services provided hereunder, irrespective of their similarity to the Services performed pursuant to this MSA. Each party is free to utilize any concepts, processes, know-how, techniques, improvements or other methods it may develop during the course of performance under this MSA free of any use restriction or payment obligation to the other.

10. Confidential Information.

10.1. Confidential Information. The receiving Party acknowledges that it and its employees, officers, directors, agents or subcontractors (collectively, "Receiving Party") may, in the course of performing the Services under this MSA, be exposed to or acquire information that is confidential to the other Party, specifically including, but not limited to Traveler Data. Any and all information of any form (including but not limited to records, files, papers, materials, documents, and communications in written, verbal, oral and electronic form) that the Receiving Party may come into contact with or that is obtained by the Receiving Party in the performance of this MSA is the confidential information of the disclosing Party ("Confidential Information"). The Receiving Party shall treat any reports or other documents or items (including software) that result from the use of the Confidential Information in the same standard of care the Receiving Party uses to protect its own Confidential Information. Authorized Purchaser's confidentiality obligations, if any, are subject to the provisions of the Oregon Public Records laws (ORS 192.311 to 192.478).

10.2. Non-Disclosure. The Receiving Party shall hold all Confidential Information in confidence, using the highest standard of care applicable, and shall not copy, reproduce, sell, assign, license, market, transfer, distribute, or otherwise dispose of, give, make available or disclose, in whole or in part, directly or indirectly, Confidential Information to third parties (other than its authorized subcontractors), or use Confidential Information for any purposes whatsoever other than the provision of Services hereunder. Receiving Party shall assist the disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall advise disclosing Party immediately in the event Receiving Party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this MSA, and Receiving Party shall at its expense cooperate with disclosing Party in seeking injunctive or other equitable relief in the name of the disclosing Party against any such person. The Receiving Party shall not at any time during or after the term of this MSA disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this MSA or as directed by disclosing Party. Upon disclosing Party request, Receiving Party shall deliver to the disclosing Party all Confidential Information in Receiving Party's possession. Receiving Party may keep one copy of such Confidential Information as necessary for quality assurance, audits and evidence of performance of the Services.

The following information is exempt from the non-disclosure obligations, information that: (i) is or becomes publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure; (ii) is furnished by disclosing Party to others without restrictions similar to those imposed by this MSA; (iii) is rightfully in Receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this MSA; (iv) is obtained from a source other than disclosing Party without the obligation of confidentiality, (v) is disclosed with the written consent of the disclosing Party; (vi) is independently developed by Receiving Party who can be shown to have had no access to the Confidential Information; or (vii) is required to be disclosed by law.

10.3. Data and Network Security. Contractor shall comply at all times with the provisions of Contractor's Privacy notice dated January 17, 2024 and found at <https://www.alaskaair.com/content/legal/privacy-policy#use-personal-data>. In addition, Contractor shall comply at all times with all of the State's data and network security requirements as applicable to this MSA or the Services, as modified or adopted from time to time.

10.3.1. State Standards. Contractor shall comply with all applicable State standards:

- Oregon's Statewide Information Security Standards: <https://www.oregon.gov/eis/cyber-security-services/Pages/guidance-for-state-agencies.aspx>, including security controls that meet or exceed "Moderate" security controls in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53.

- Oregon's Statewide Information Technology Policies: <https://www.oregon.gov/das/Pages/policies.aspx#IT>
- the requirements of the Oregon Consumer Information Protection Act (ORS 646A.600 et. seq.) For purposes of OCIPA, Contractor is a vendor.

10.3.2. Criminal Background Checks. Contractor's employees, agents and subcontractors performing Services under this MSA must submit to a criminal background check, that may include a combination of fingerprinting, Oregon Law Enforcement Data Systems ("LEDS"), and Federal Bureau of Investigation Criminal Justice Information Services ("FBI CJIS") background checks. Background checks must occur prior to arrival on State facilities or prior to access of Authorized Purchaser Confidential Information, whichever occurs first. Background checks will be performed at Authorized Purchaser expense. Authorized Purchaser has the right to reject any Contractor employee, agent, or subcontractor, or limit any such person's access to the Services or premises based on the results of the background check.

10.3.3. Breach Notification. In the event Contractor or its subcontractors or agents discover or are notified of a breach or potential breach of security relating to the Services or Confidential Information, including a failure to comply with Contractor's confidentiality obligations under this MSA, Contractor shall immediately notify DAS' and Authorized Purchaser's Authorized Representative of the breach or potential breach. If Authorized Purchaser determines that the breach or potential breach requires notification of Authorized Purchaser clients or employees, or other notification required by law, Authorized Purchaser will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.

10.3.4. Prohibition on Data Mining. Contractor shall not capture, maintain, scan, index, share or use Authorized Purchaser Data stored, processed, or transmitted by the Services, or otherwise use any data-mining technology, for any unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this MSA, and Contractor shall not permit its agents or subcontractors to do so either.

10.4. Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to the State that is inadequately compensable in damages. Accordingly, the State may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the State and are reasonable in scope and content.

10.5. Publicity. The Parties agree not to disclose the form, content or existence of this MSA in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with the Party, without the prior written consent of the other Party.

11. Indemnification and Claims.

11.1. Indemnity by Contractor. Contractor shall defend (subject to ORS Chapter 180.220), save, hold harmless, and indemnify the State of Oregon DAS, and Authorized Purchaser and their officers, employees and agents from and against all third party claims, suits, actions, losses, damages, liabilities, statutory penalties, costs (including attorneys' fees) and expenses, of any nature whatsoever resulting from, arising out of, or relating to the intentional, reckless, or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this MSA. CONTRACTOR IS NOT AUTHORIZED TO SETTLE OR COMPROMISE ANY CLAIM REFERENCED IN THIS SECTION WITHOUT THE EXPRESS WRITTEN CONSENT OF DAS AND AGENCY.

11.2. Damages to State Property and Employees. Contractor is liable for all claims for personal injury or death, including death, damage to real property and damage to tangible and intangible personal property of the State of Oregon or any of its employees, subcontractors or agents resulting from, arising out of, or relating to the intentional,

reckless, or negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this MSA.

12. Limitation of Liabilities.

12.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR PUNITIVE, INDIRECT, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

12.2. Limitation of DAS and Authorized Purchaser Liabilities. DAS' or Authorized Purchaser's liabilities to Contractor, if any, are subject to Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260-30.300.

13. Insurance. Contractor shall maintain insurance as set forth in Exhibit B.

14. Contractor Default; DAS and Authorized Purchaser Remedies.

14.1. Contractor Default. Contractor will be in default under this MSA if Contractor:

- Institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or
- No longer holds a license or certificate that is required for Contractor to perform its obligations under the MSA and Contractor has not obtained such license or certificate within 14 Calendar Days after DAS' and Authorized Purchaser's notice or such longer period as DAS and Authorized Purchaser may specify in such notice; or
- Commits any material breach or default of any covenant, warranty, obligation, certification, or agreement under this MSA, fails to perform the Services under this MSA within the time specified herein or any extension thereof, or so fails to pursue the Services as to endanger Contractor's performance under this MSA in accordance with its terms, and such breach, default or failure is not cured within 14 Calendar Days after DAS' and Authorized Purchaser's notice, or such longer period as DAS and Authorized Purchaser may specify in such notice; or
- Has undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions.

14.2. DAS' and Authorized Purchaser's Remedies for Contractor's Default. In the event Contractor is in default, DAS and Authorized Purchaser may, at their option, pursue any or all of the remedies available to it under this MSA and at law or in equity, including, but not limited to:

- Suspension of Services; or
- Termination of this MSA; or
- Withholding all monies due for Services that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively; or
- Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; or
- Exercise of its right of setoff, and withholding of amounts otherwise due and owing to Contractor, without penalty; or
- Undertaking collection by administrative offset, or garnishment if applicable, of all monies due for Services to recover liquidated and delinquent debt owed to the State of Oregon or any department or agency of the State. Offsets or garnishment may be initiated after the Contractor has been given notice if required by law.

14.3. Remedies Cumulative. The remedies set forth in Section 15.2 are cumulative to the extent the remedies are not inconsistent, and DAS and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that Contractor was not in default, then Contractor will be entitled to the same remedies as if this MSA was terminated for convenience.

15. Authorized Purchaser Default and Contractor Remedies.

15.1. Authorized Purchaser Default. Authorized Purchaser will be in default under this MSA if Authorized Purchaser: (i) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this MSA, and Authorized Purchaser fails to cure such failure within 30 Calendar Days after Contractor's notice or such longer period as Contractor may specify in such notice; or (ii) Authorized Purchaser commits any material breach or default of any covenant, warranty, or obligation under this MSA, and such breach or default is not cured within 30 Calendar Days after Contractor's notice or such longer period as Contractor may specify in such notice.

15.2. Contractor's Remedies. If Authorized Purchaser is in default or if Authorized Purchaser terminates this MSA for convenience Contractor may terminate the MSA, but Contractor's sole remedy will be (i) a claim against Authorized Purchaser for unpaid invoices, time worked within any limits set forth in this MSA but not yet invoiced and authorized expenses incurred and interest, subject to ORS 293.462, or (ii) a claim against Authorized Purchaser for the sum designated for completing the Services multiplied by the percentage of Services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) that Authorized Purchaser has against Contractor. In no event will DAS nor Authorized Purchaser be liable to Contractor for any expenses related to termination of this MSA or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this sub-Section, Contractor shall pay immediately any excess to Authorized Purchaser upon written demand.

16. Stop Work. Authorized Purchaser may, at any time, by written notice to Contractor, require Contractor to stop providing the Services or to stop all or any part of the work required by this MSA for a period of up to 90 Calendar Days after the date of the notice, or for any further period to which the Parties may agree. Upon receipt of the notice, Contractor shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the Stop Work Order notice. Within a period of 90 Calendar Days after issuance of the written notice, or within any extension of that period to which the Parties have agreed, Authorized Purchaser will either: (i) cancel or modify the Stop Work Order by a supplementary written notice, or (ii) amend the MSA, or (iii) terminate the work.

If the Stop Work Order is canceled or Authorized Purchaser issues a notice directing Contractor to resume Services, the Parties may make an adjustment in the time required to complete the Services by a duly executed amendment, including any ramp-up time required to for Contractor to resume Services. Any such Contractor request must be in the form of a Change Request and must be received by Authorized Purchaser within 10 Business Days of Authorized Purchaser's notice canceling the Stop Work Order or directing Contractor to resume Services.

17. Termination.

17.1. DAS' and Authorized Purchaser's Right to Terminate. DAS and Authorized Purchaser may terminate this MSA:

17.1.1. For convenience, upon 30 Calendar Days' prior written notice by DAS and Authorized Purchaser to Contractor;

17.1.2. Immediately upon written notice by DAS and Authorized Purchaser to Contractor if Authorized Purchaser fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Services or Work Products; or

17.1.3. Immediately upon written notice by DAS and Authorized Purchaser to Contractor if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Authorized Purchaser's purchase of the Services or Work Products under this MSA is prohibited or Authorized Purchaser is prohibited from paying for such Services or Work Products from the planned funding source; or

17.1.4. DAS and Authorized Purchaser may terminate this MSA immediately upon written notice by DAS and Authorized Purchaser to Contractor, or at such later date as DAS and Authorized Purchaser may establish in such notice, if Contractor is in default and has failed to cure.

17.2. Right to Terminate for Cause. DAS or Contractor may terminate this MSA immediately upon written notice to DAS and Authorized Purchaser, or at such later date as Contractor may establish in such notice, if Authorized Purchaser is in default and has failed to cure. DAS or Contractor may terminate for convenience this MSA upon sixty (60) Calendar Days prior written notice.

17.3. Effect of Termination. Upon receiving a notice of termination of this MSA, Contractor shall immediately cease all activities under this MSA, unless DAS or Authorized Purchaser expressly directs otherwise in such notice of termination. Upon DAS' or Authorized Purchaser's request, Contractor shall surrender to anyone DAS or Authorized Purchaser designates, all documents, research or objects or other tangible things needed to complete the Services.

18. Compliance with Law.

18.1. Compliance with Law Generally. Contractor shall comply, with all federal, state and local laws, regulations, executive orders and ordinances applicable to this MSA, Contractor or the performance of the Services, as may be modified or adopted from time to time.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this MSA: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Title V and Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act portion of the American Recovery and Reinvestment Act of 2009 (ARRA), including the Privacy and Security Rules found at 45 CFR Parts 160 and 164, as the law and its implementing regulations may be updated from time to time; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) Section 188 of the Workforce Investment Act (WIA) of 1998, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; and (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the MSA and required by law to be so incorporated.

18.2. Compliance with Federal Law. Notwithstanding the generality of Section 19.1 or the above, Contractor shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit D, which is attached and incorporated into this MSA by this reference. Notwithstanding Section 14.2, if Contractor is not in compliance with any applicable requirements in Exhibit D, then DAS' sole and exclusive remedy is to terminate this MSA.

18.3. Specific State Requirements. Authorized Purchaser's performance under the MSA is conditioned upon Contractor's compliance with the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, to the extent such provisions are applicable to this MSA, which are incorporated by reference herein. Contractor shall, to the extent economically feasible in the performance of this MSA, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

18.4. Compliance with Oregon Tax Laws. Contractor certifies, to the best of the Contractor's knowledge, that for a period of 6 years prior to the Effective Date of this MSA Contractor has complied with and shall, throughout the duration of this MSA, comply with all tax laws of this State, including: (i) all tax laws of State, as referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of State that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of State that applied or apply to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. The Oregon Department of Revenue may take any action permitted by law to enforce the tax laws.

18.5. ASSIGNMENT OF ANTITRUST RIGHTS. CONTRACTOR IRREVOCABLY ASSIGNS TO AUTHORIZED PURCHASER ANY CLAIM FOR RELIEF OR CAUSE OF ACTION WHICH THE CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO THE CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE CONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE CONTRACTOR'S OBLIGATIONS UNDER THIS MSA, INCLUDING, AT AUTHORIZED PURCHASER'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM OR RELIEF OR CAUSE OF ACTION. CONTRACTOR SHALL REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS MSA TO IRREVOCABLY ASSIGN TO AUTHORIZED PURCHASER, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO THE CONTRACTOR IN PURSUANCE OF THIS MSA, INCLUDING, AT AUTHORIZED PURCHASER'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM OR RELIEF OR CAUSE OF ACTION.

18.6. Anti-Discrimination. Contractor certifies that Contractor has, and shall maintain for the entire MSA term, a written policy and practice that meets the requirements described in ORS 279A.212 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a Protected Class.

18.7. Pay Equity. In compliance with ORS 652.220, Contractor shall not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a Protected Class. Contractor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

18.8. Oregon False Claims. Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the MSA or the Services being provided, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

19. Governing Law; Venue and Jurisdiction.

19.1. Governing Law. This MSA is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

19.2. Dispute Resolution. Any dispute between the Parties under this MSA that is not resolved through informal discussions may be submitted to mediation upon the consent of the Parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The Parties specifically disclaim any right to arbitration of disputes. Neither DAS nor Authorized Purchaser waives its right to a jury trial or right to participate in class, collective, or representative claims.

19.3. Venue and Jurisdiction. Any claim, action, suit or proceeding between DAS, State Agency Authorized Purchaser (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this MSA must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. CONTRACTOR, BY EXECUTION OF THIS MSA, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim, action, suit or proceeding, or (ii) consent by the State of Oregon to the jurisdiction of any court.

Any claim, action, suit or proceeding between an Authorized Purchaser that is an ORCPP member and Contractor that arises from or relates to this MSA must be brought and conducted solely and exclusively within the Circuit Court in the county where the ORCPP resides. CONTRACTOR, BY EXECUTION OF THIS MSA, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. In no event may this section be construed as (i) a waiver by the Authorized Purchaser of any form of defense or sovereign immunity, from any claim, action, suit or proceeding, or (ii) consent by the Authorized Purchaser to the jurisdiction of any court.

20. Miscellaneous Provisions.

20.1. Records Maintenance; Access. Contractor shall maintain all records in accordance with Generally Accepted Principles ("Financial Records") in such a manner as to clearly document Contractor's performance for a minimum of 6 years, or longer as required by law, following final payment and termination of this MSA, or until the conclusion of any audit, controversy or litigation arising out of or related to this MSA, whichever date is later.

Contractor shall grant DAS, Authorized Purchaser and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives' access to all Financial Records that are pertinent to this MSA, whether in paper, electronic or other form, to perform examinations and audits and make copies, excerpts and transcripts of and from such Records.

20.2. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this MSA.

20.3. Force Majeure. Neither DAS nor Authorized Purchaser nor Contractor may be held responsible for delay or default caused by an event beyond the reasonable control of DAS, Authorized Purchaser, or Contractor, respectively. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this MSA.

20.4. Survival. All rights and obligations cease upon termination or expiration of this MSA, except for the rights and obligations and declarations which expressly or by their nature survive termination of this MSA, including without limitation this Section 20.4, and provisions regarding MSA definitions, warranties and liabilities, independent contractor status and taxes and withholding, maximum compensation, the Receiving Party duties of confidentiality, ownership of intellectual property, confidentiality and non-disclosure, Contractor's representations and warranties, control of defense and settlement, remedies, return of Authorized Purchaser property, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

20.5. Time is of the Essence. Contractor agrees that time is of the essence under this MSA.

20.6. Notice. Except as otherwise expressly provided in this MSA, any communications or notices to be given under this MSA must be given in writing, either through electronic mail, personal delivery, or mailing the same, postage prepaid, to Contractor or to DAS or to Authorized Purchaser at the email address, phone number or address set forth in this MSA, or to such other addresses or numbers as either party may indicate pursuant to this Section. Any communication or notice is effective five business days after mailing; or upon actual acknowledgement of receipt, if personally delivered; or when the sender receives confirmation of delivery, either by return email, or by demonstrating through other technological means that the email has been delivered to the intended email address.

20.7. Successors and Assigns. The provisions of this MSA are binding upon and inure to the benefit of the Parties to this MSA, their respective successors, and permitted assigns, if any. Contractor shall not assign or transfer any of its rights or delegate its obligations under this MSA without DAS' and Authorized Purchaser's prior written consent.

20.8. Intended Beneficiaries. DAS is entering into this MSA on behalf of Authorized Purchaser. DAS and Contractor are the only parties to this MSA and are the only parties entitled to enforce the terms of this MSA. Nothing in this MSA gives, is intended to give, or may be construed to give or provide any benefit or right not held

by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this MSA. Authorized Purchaser is an intended beneficiary of this MSA.

20.9. Severability. The Parties agree that if any term or provision of this MSA is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the MSA did not contain the particular term or provision held to be invalid.

20.10. Amendments. Contractor, DAS or Authorized Purchaser may amend this MSA to the extent permitted by applicable statutes and administrative rules. No amendment to this MSA is effective unless it is in writing signed by the Parties and approved as required by applicable law.

20.11. Counterparts. This MSA may be executed in several counterparts, all of which when taken together constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the MSA so executed constitutes an original.

20.12. Merger Clause; Waiver. This MSA and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this MSA. No waiver, consent, modification or change of terms of this MSA will bind the Parties unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instance and for the specific purpose given. The failure of Contractor, DAS or Authorized Purchaser to enforce any provision of this MSA in one instance will not constitute a waiver by Contractor, DAS or Authorized Purchaser of its right to enforce that or any other provision.


Certifications. The individual signing on behalf of Contractor hereby certifies under penalty of perjury:

- that Contractor is an independent contractor; and
- to the best of the individual's knowledge that: (a) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (b) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws, including, without limitation, those tax laws referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; and (c) the supplied Contractor tax identification numbers are true and accurate;
- to the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against any disadvantaged business enterprise, minority-owned business, woman-owned business, business that service-disabled veteran owns or emerging small business certified under ORS 200.055 in obtaining any required subcontracts;
- that Contractor has a written policy and practice that meets the requirements, described in ORS 279A.112, of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material term of the MSA, to maintain the policy and practice in force during the entire MSA term.
- that Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions; and

- that Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>.

AGREED TO BY:


Contractor Alaska Airlines, Inc.

Authorized Signature:  Date: 4/24/24
Printed Name: Kirsten Amrine Title: VP PM+ Network Planning

Authorized Purchaser

Authorized Signature: N/A Date: N/A
Printed Name: N/A Title: N/A

Department of Administrative Services, Procurement Services

Authorized Signature:  Date: 04/24/2024
Printed Name: John Anglemier Title: State Procurement Manager

Oregon Department of Justice, approved pursuant to ORS 291.047

Authorized Signature: Karen Johnson via email Date: 4./17/2024
Printed Name: Karen Johnson Title: AAG

Email Approval: Karen Johnson, April 17, 2024 at 12:17 PM
(addressee, date and time)

Exhibit A - Description of Service and Pricing

General Description of Services:

Contractor shall provide the following Services/routes at the costs and fare class to Authorized Purchasers through the State of Oregon's TMC, Corporate Travel Manager (CTM)

Airline: **Contract number:** **C-Class Code:**

Origin Airport /Code	Destination Airport/Code	Airline	Capacity Controlled Fare	City Pair Y Class Fare
Portland/PDX	Boise/BOI	AS	\$142.00	\$194.00
Portland/PDX	Seattle/ SEA	AS	\$131.00	\$179.00
Portland/PDX	Spokane/ GEG	AS	\$142.00	\$232.00
Portland/PDX	Las Vegas/ LAS	AS	\$186.00	\$253.00
Portland/PDX	Medford/ MFR	AS	\$164.00	\$243.00
Portland/PDX	Phoenix/PHX	AS	\$201.00	\$311.00
Portland/PDX	San Diego/ SAN	AS	\$190.00	\$279.00
Portland/PDX	San Francisco/SFO	AS	\$164.00	\$264.00
Portland/PDX	Sacramento/SMF	AS	\$164.00	\$264.00
Portland/ PDX	Los Angeles/ LAX	AS	\$174.00	\$268.00
Portland/PDX	Oakland/OAK	AS	\$164.00	\$264.00
Portland/PDX	Washington DC/DCA	AS	\$303.00	\$631.00
Washington DC/DCA	Portland/PDX	AS	\$303.00	\$631.00
Oakland/OAK	Portland/PDX	AS	\$164.00	\$264.00
Boise/BOI	Portland/PDX	AS	\$142.00	\$194.00
Las Vegas/LAS	Portland/PDX	AS	\$186.00	\$253.00
Seattle/SEA	Portland/PDX	AS	\$131.00	\$179.00
Spokane/GEG	Portland/PDX	AS	\$142.00	\$232.00

Medford/ MFR	Portland/PDX	AS	\$164.00	\$243.00
Phoenix/PHX	Portland/PDX	AS	\$201.00	\$311.00
San Diego/ SAN	Portland/PDX	AS	\$190.00	\$279.00
San Francisco/SFO	Portland/PDX	AS	\$164.00	\$264.00
Sacramento/SMF	Portland/PDX	AS	\$164.00	\$264.00
Los Angeles/ LAX	Portland/ PDX	AS	\$174.00	\$268.00

Exhibit B - Required Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit B prior to performing under this MSA and shall maintain it in full force and at its own expense throughout the duration of this MSA, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS and Authorized Purchaser. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY INSURANCE. Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

ADDITIONAL INSURED. The Commercial General Liability insurance required under this MSA must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this MSA. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

CERTIFICATE(S) AND PROOF OF INSURANCE. Contractor shall provide to DAS and Authorized Purchaser Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this MSA. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. As proof of insurance, DAS and Authorized Purchaser have the right to request copies of insurance policies and endorsements relating to the insurance requirements in this MSA.

NOTICE OF CHANGE OR CANCELLATION. Contractor or its insurer must provide at least 30 days' written notice to DAS and Authorized Purchaser before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW. Contractor agrees to annual review of insurance requirements by DAS and Authorized Purchaser under this MSA and to provide updated requirements as mutually agreed upon by Contractor and DAS and Authorized Purchaser.

STATE ACCEPTANCE. All insurance providers are subject to DAS and Authorized Purchaser acceptance.

Exhibit C - Special Requirements

General Description of Services:

1.1. **BONUS MILEAGE POINTS:** The State agrees to waive the right to receive "frequent flyer" bonus points for State agency and Authorized User travelers using City-Pair fares in order to obtain the lowest possible contracted airline fares for both Y-Class and Capacity Controlled Fares.

1.2. **PUBLISHED TARIFF:** Contractor shall enter all awarded City-Pair fares into the Contractor's published tariffs within 30 Business Days after MSA award.

1.3. **BOUND/IN-CUSTODY PASSENGERS:** Certain Authorized Purchasers may require transporting bound or in-custody passengers (prisoners, runaway children, etc.). It is understood by the State and Authorized Purchasers that contractors may have different policies regarding the transportation of bound or in-custody passengers.

1.4. **APPLICABILITY OF FARES:** Contracted airline fares shall only apply between the City Pairs quoted by the Contractor and shall not be applicable to or from intermediate points. Contractor may not construct or reconstitute fares or routing within a City Pair in a manner that results in fares that are higher than the contracted airline fare for that City Pair. However, the State and Authorized Purchasers may use these fares in conjunction with any other published or contracted airline fares. In these circumstances, the lowest published fares in conjunction with the contracted City Pairs will be added to the applicable City-Pair Fares. Under this provision, Contractor shall provide through-ticketing and service, except where prohibited by applicable statute, regulation, or interline carrier agreements.

Contracted airline fares may be operated when Alaska Airlines, Horizon Air, and/or Skywest Airlines operate on behalf of Alaska Airlines (flight ranges ASI - AS2999 & AS3274 - AS3499). Contracted airline fares may not be operated by Alaska Airlines codeshare flights where Alaska Airlines is the marketing carrier (flight ranges AS3000 - AS3274 & AS3500-AS9999).

Each City-Pair Fare offered must include standard fuel charges, standard free baggage allowance, all other applicable taxes, and all fees, commissions, or charges. Contractor's pricing shall NOT include Passenger Facility Charges (PFC's), Segment Fees or Security Fees. (The fare must be the same as the base fare listed on the Traveler's passenger receipt). Contractor may assess a fuel surcharge. The fuel surcharge, and any periodic adjustments to the fuel surcharge, must be mutually agreed between the Contractor and the State before the fuel surcharge or any adjustment can take effect.

1.5 SERVICE CHANGES:

If Contractor temporarily ceases all operations or is placed in temporary nonuse status by the U.S. Department of Defense, DAS and other Authorized Purchasers may use the services of other carriers in those affected contracted City Pairs for the duration of the period of temporary nonuse/suspension. Should Contractor resume operations, the use of Services will resume in accordance with the terms of this MSA. If Contractor does not resume operations within 60 Calendar Days from the temporary cease of all operations or from placement in temporary nonuse, DAS has the option to terminate the MSA.

1.6. **AIRFARE ARRANGEMENTS:** City-Pair Fares shall be issued only by the TMC. DAS shall provide contact information for any TMC that is authorized to issue City-Pair tickets upon award of this MSA, as well as the TMC's Airline Reporting Corporation (ARC) numbers. DAS reserves the right, which DAS may exercise in its sole discretion, to substitute, add, or delete TMCs as needed.

1.7. **AIRFARE PAYMENT:** DAS has contracted on behalf of the State and other Authorized Purchasers for travel related charge services which include air fares. The TMC under contract with the State of Oregon charges the fare to the State's or Authorized Purchaser's respective billing number. The forms of payment for this MSA are the Visa credit card (series 4730 and 4488 only) for State agencies, other Authorized Purchasers, and the Oregon University System. If the State or University System awards a new contract for its travel related charge services, DAS shall notify Contractor in writing prior to the tickets being purchased with the new charge cards. The State reserves the right to allow a check form of payment through the State of Oregon Contract Travel Agency whenever a credit card becomes unavailable. At the discretion of any State Contract Travel Agency, the Contract

Travel Agency may accept a check as the form of payment from the Authorized Purchaser and process the ticket through ARC. Under no circumstances shall checks be written directly to the Contractor.

1.8. PRICE DISCRIMINATION: Contracted prices must be applicable for all available seats on a given flight in the coach class section, for both Y-Class inventory and Capacity Controlled inventory. Contractor shall not discriminate against any State or Purchasing Entity or Travelers in favor of higher fare tickets paid by other travelers on any given seat or block of seats.

1.9 FARE BASIS CODE: The State of Oregon contracted airline fares must be available in two separate categories: Unrestricted "Y-Class" fares and Capacity Controlled, "SCAOR" fares.

Contractor must file unrestricted fares under the fare basis code of "SCAOR" to identify all contracted airline fares for the State. Contractor airlines under this fare basis code must be available for booking under the "Y-Class" booking code or other booking class codes used by Contractor to designate normal unrestricted coach class seats except as noted below.

Contractor must file Capacity Controlled fares under the fare basis code of "SCAOR" to identify all contracted airline fares for DAS and other Purchasing Entities. A Capacity Controlled "SCAOR" fare shall be offered only in conjunction with a "SCAOR" fare except as stipulated below. Contracted airline fares under this fare basis code are capacity-controlled and no other restrictions shall apply. All contracted "SCAOR" airline fares shall be any available seat above the bottom one-third (1/3) of the airline's seating hierarchy in coach class of the carrier's commercial fare classification code schedule. The Capacity Control fare code shall be identified as SCAOR Capacity Controlled fares must be viewable on the first screen of the Global Distribution System (GDS).

DAS may accept an offer for Capacity Controlled markets served with commuter type aircraft (aircraft seating 50 or fewer passengers), filed by Contractor under the fare basis code of "SCAOR" if the City Pair is served in whole or part by the commuter aircraft.

For cities that have multiple airports, (e.g. Houston, Chicago, Washington D.C.) the contracted airline fares must be filed with the airport-specification designation (e.g. YCAORDCA or YCAORIAD). Contractor shall not discriminate against any State or Authorized Purchaser Travelers in favor of higher fare tickets paid by other travelers on any given seat or block of seats.

Contractor shall notify DAS of any changes in the commercial fare classification code structure that affect the contracted City Pairs not less than 15 calendar days after the change. The City Pairs shall be revised as needed to ensure that the original proportional relationship of the contracted class of City Pairs to the other classes of fares within the Contractor's commercial code structure is maintained.

1.10 RESERVATION AND TICKET SALES: Contractor shall have contracted airline fares entered into its electronic reservation system and any other electronic reservation system in which it participates within 30 Calendar Days from written notification of MSA award.

Reservations and tickets shall be available to Authorized Purchasers through all of the following sources: direct from Contractor; through all member airlines of the Airline Reporting Corporation (ARC) or the International Airlines Travel Agent Network (IATAN) (where allowed by interline agreements); the State's Contract Travel Agency, on-line booking and reservation systems; and all other travel agencies approved by the airline and the ARC or IATAN. Reservations for State and Authorized Purchaser Travelers shall be confirmed on the same basis that reservations are confirmed for other travelers.

1.11 PRICE APPLICABILITY: All fares under this MSA shall be available on all tickets purchased by Purchasing Entities and Authorized Users throughout the current term of this MSA. DAS requires that all tickets purchased within the term of this MSA allow a minimum availability of dates for travel at least 30 Calendar Days (90 Calendar Days preferred) after the expiration of the term of this MSA. Fares established by this MSA must be made available for the booking of travel by the State, Authorized Purchasers, and by the Contract Travel Agencies, that will occur after the expiration of this MSA.

Contracted City-Pair Fares shall apply seven (7) days per week to all coach class seats, for both Y-Class inventory and Capacity Controlled inventory, on all scheduled flights. A contracted City-Pair Fare shall be the highest fare Contractor can charge the

State agency or an Authorized Purchaser for a coach class ticket on that route for Y-Class or Capacity Controlled inventory. Fare rules shall be the same level for both Y-Class and Capacity Controlled Fares.

Published fares lower than the contracted City-Pair Fares offered to the general public by Contractor shall also be available to State agencies and other Authorized Purchasers. Contractor shall arrange for prompt adjustment on all charges that exceed contracted City-Pair Fares.

Exhibit D - Federal Law

Without limiting the generality of Compliance of Law provisions of the MSA, Contractor shall comply with all applicable federal law, regulations and executive orders, as indicated, and shall cause all subcontractors to comply with all federal law, regulations and executive orders including the following. For purposes of this MSA, all references to federal laws are references to federal laws as they may be amended from time to time.

1. Equal Employment Opportunity. If this MSA, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance of the MSA, Contractor agrees as follows:

- 1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 1.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.
- 1.4 Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 1.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this MSA or with any of the said rules, regulations, or orders, this MSA may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2. Davis-Bacon Act.

- 2.1. All transactions regarding this MSA will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- 2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- 2.3. Additionally, Contractor shall pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act.

3.1. A breach of the contract clauses above may be grounds for termination of the MSA and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

4. Contract Work Hours and Safety Standards Act.

4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the MSA work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

5. Clean Air Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

5.1. No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.

5.2. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

5.3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

5.4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

5.5. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606].

6. Clean Water Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

6.1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

6.2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

6.2.1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

6.2.2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- 6.3. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- 6.4. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- 6.4.1. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- 6.4.2. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).
7. **Solid Waste Disposal Act.** Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.
8. **EPA Regulations.** Contractor shall comply with all applicable standards, orders, or requirements under Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS and the appropriate Regional Office of the Environmental Protection Agency.
9. **Resource Conservation and Recovery.** Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
10. **Byrd Anti-Lobbying Amendment; Truth in Lobbying.** This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor's knowledge and belief that:
- 10.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 10.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
11. **Substance Abuse Prevention and Treatment and Drug Free Workplace.** Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:
- 11.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.

Contractor certifies that will provide drug-free workplaces for their employees.

12. Access to Records; Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Authorized Purchaser, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this MSA for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. If applicable, Contractor shall provide the FEMA Administrator or his authorized representatives access to construction sites pertaining to the work being completed under the MSA. Contractor and Authorized Purchaser acknowledge and agree that no language in this MSA is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Contractor certifies:

- 13.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 13.2. Contractor has not within a three-year period preceding the Effective Date of this MSA 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, or local) transaction or contract under a public transaction; 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;
- 13.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection, 16.2 of this certification; and
- 13.4. Contractor has not within a three-year period preceding the Effective Date of this MSA had one or more public transactions (federal, state, or local) terminated for cause or default.

14. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

15. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

16. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

17. US Patriot Act of 2001. Contractor shall comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (US PATRIOT Act), which amends 18 U.S.C. section 175-175c.

18. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

19. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

20. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

21. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

22. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this MSA.

23. General Provisions. The Federal government is not a party to this MSA and is not subject to any obligations or liabilities to Authorized Purchaser, Contractor or any other party pertaining to any matter resulting from the MSA.