



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2020-08-03

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0212 0212 AIRFARE21	Procurement Folder: 764557
Document Name: AIRFARE21 - SWC for Discount Air Line Travel Services	Reason for Modification:
Document Description: SWC for Discount Air Line Travel Services	Award of Direct Award Posting: CSSD 0212 SWC0000000007
Procurement Type: Statewide MA (Open End)	
Buyer Name: Mark A Atkins	
Telephone: (304) 558-2307	
Email: mark.a.atkins@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2020-10-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-09-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000215734 DELTA AIRLINES INC DEPT 514ATG 1030 DELTA BLVD ATLANTA GA 30354 US Vendor Contact Phone: (404) 773-2717 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Mark A Atkins Requestor Phone: (304) 558-2307 Requestor Email: mark.a.atkins@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

AGENCY COPY

Total Order Amount	Open End
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PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>Tara Hyde</i> DATE: <i>SEP 18 2020</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>John S. Gray</i> DATE: <i>9/23/2020</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>SEP 29 2020</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

DIRECT AWARD STATEWIDE OPEN-END CONTRACT:

The Vendor, Delta Air Lines Inc. agrees to enter with the State of West Virginia, into a Statewide "Open-End" Contract to provide Discount Air Line Travel Services for State Travelers per the Direct Award Documentation including the Vendor's submitted proposal incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	78111503			LS	\$0.000000
	Service From	Service To			

Commodity Line Description: Discount AirFare

Extended Description:

See attached Exhibit_A for Contract Discount Price Percentages.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on October 01, 2020 and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: _____ per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Christine Chapman, Sr. SAE
(Name, Title)

(Printed Name and Title)

714 Van Buren Ave, St Paul MN 55104
(Address)

404-824-0175
(Phone Number) / (Fax Number)

christine.chapman@delta.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Delta Air Lines Inc.
(Company)

Christine Chapman
(Authorized Signature) (Representative Name, Title)

Christine Chapman Sr. SAE
(Printed Name and Title of Authorized Representative)

7/13/2020
(Date)

404-824-0175
(Phone Number) (Fax Number)

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor: Delta Airlines, Inc.

Contract/Lease Number ("Contract"): CMA 0212 AIRFARE21

Commodity/Service: Discount Airfare

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~strikethrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: West Virginia Purchasing Division

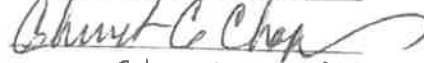
By: 

Printed Name: MARK ATKIN'S

Title: Senior Buyer

Date: 8-03-2020

Vendor: Delta Air Lines

By: 

Printed Name: Christine Chapman

Title: Sr. SAF

Date: 7/13/2020



CORPORATE AGREEMENT

SkyTeam members



AIRFRANCE /



Other strategic
airline partners




CONFIDENTIAL
STATE INCENTIVE AGREEMENT

This Agreement including all schedules and Exhibits attached hereto ("Agreement"), effective October 1, 2015, is between Delta Air Lines, Inc., a Delaware corporation ("Delta"), Koninklijke Luchtvaart Maatschappij N.V. ("KLM Royal Dutch Airlines" or "KLM"), Soci t  Air France ("Air France"), Alitalia Societ  Aerea Italiana S.p.A., Virgin Atlantic Airways Limited ("Virgin Atlantic"), Virgin Australia Airlines Pty Ltd ("Virgin Australia"), and State of West Virginia ("State"). Delta Air Lines, KLM Royal Dutch Airlines, Air France, Alitalia, Virgin Atlantic, and Virgin Australia are hereinafter collectively referred to as the "Carriers" and individually as a "Carrier". The Carriers and State are referred to hereinafter collectively as the "Parties" and individually as a "Party."

1. **State Incentive.** During the period set forth after Travel Begin Dates in Exhibit A (the "Effective Periods"), the Carriers will provide a State incentive program to State on the terms and conditions described herein and in the attached Exhibit A. Tickets purchased with the State incentive shall be used solely by State employees traveling on State business. Tickets purchased with the State incentive shall not be advertised, offered, sold, bartered or otherwise used by any other person or entity. The terms and conditions of Schedule I attached hereto shall apply to all tickets issued under this Agreement.
 2. **State Reports and Tracking.** State has separately agreed with the Carriers to furnish (or cause State's Agents or representatives to furnish) State's State travel data to the Carriers (or its designated data contractor) for use by the Carriers. In order for State to receive proper revenue credit and incentives for all travel on the Carriers' flights, the booking and ticketing procedures provided in this Agreement must be strictly followed.
 3. **Review.** The Carriers will monitor State's performance under this Agreement based on the requirements as detailed in Exhibit A.
 4. **Confidentiality.** This Agreement and the incentives provided to State are confidential information. Except as required by law, no Party shall disclose the existence or terms and conditions of this Agreement or the attached Exhibit A to any person (other than State's Agents) without the prior written consent of each other Party; provided that, the Carriers may disclose such information to their airline partners with whom they have an effective order from the U.S. Department of Transportation granting antitrust immunity. The obligations of this Section 4 shall survive any termination of this Agreement for a period of 2 years.
 5. **Term and Termination.** This Agreement is effective on the date set forth above and shall continue thereafter until terminated by any Party. Any Party may terminate this Agreement and the Exhibit A, with or without cause, on 15 days prior written notice to the other Parties. In the event State or its Agents or representatives fail to furnish State travel data, the Carriers may terminate this Agreement or suspend Exhibit A upon 15 days prior written notice to State. This Agreement and the State incentive program shall automatically be suspended during any period when there is no Exhibit A in effect with current Effective Periods.
 6. **Modifications.** The Carriers may modify Schedule 1 or Exhibit A by sending State a revised Schedule 1 or Exhibit A. In the event that State rejects such modification, State may terminate Exhibit A and this Agreement upon 15 days prior written notice to the Carriers. No action by State shall be required for State to accept such modification.
 7. **Miscellaneous.** This Agreement constitutes the entire Agreement among the Parties and supersedes all prior understandings, whether written or oral, concerning the subject matter hereof. Except as allowed under Section 6, any modifications to this Agreement must be in writing and signed by the Parties. All written notices to the Carrier or State shall be sent to the addresses listed below. No term or condition of this Agreement shall be deemed waived, and no breach shall be excused, unless such waiver or excuse is in writing and signed by the Party against whom such waiver or excuse is sought to be enforced. This Agreement shall not be assigned or transferred by any Party without the prior written consent of the other Parties. All rights, remedies and obligations of the Parties hereunder shall accrue and apply solely to such Parties and their permitted successors and assigns and there is no intent to benefit any third parties. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Delaware applicable to agreements fully made and performed therein, without regard to its choice of law principles to the contrary.
- This Agreement is not valid or enforceable against any Party unless signed by all Parties, including the Carriers' representative.


The Parties have executed this Agreement by their undersigned, duly authorized representatives:

State of West Virginia

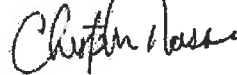

W. Michael Sheets
Assistant Director
2019 Washington St E
Charleston, WV 25305

8/5/2020
(date)


Delta, KLM, Air France & Alitalia


Bob Somers
Vice President, Global Sales
1030 Delta Blvd., Atlanta, GA 30320

Virgin Atlantic Airways Limited


Christopher Rossi
Vice President North America
75 North Water Street, South Norwalk, CT 06854

Virgin Australia Airlines


Judith Crompton
Chief Commercial Officer

Delta, KLM, Air France & Alitalia


Christine Chapman
Senior Sales Account Executive

7/13/2020
(date)

Schedule 1

1. **APPLICABLE CARRIERS:** The incentives described in Exhibit A are available on flights operated by (1) Delta Air Lines, (2) Delta's codeshare partners ticketed under the DL code, including flights operated by (3) the Delta Connection Carriers ticketed under the DL code, except, in each case, as otherwise noted in the attached exhibits. (4) KLM, Air France, Alitalia, Virgin Atlantic, and Virgin Australia operated and marketed flights as noted in the attached exhibits, except, in each case, as otherwise noted in the attached exhibits. Flights ticketed under the DL, KL, AF, AZ, VS or VA code, in each case are applicable only on a published fare or as otherwise expressly specified in this Agreement or the attached exhibits. All DL, KL, AF, AZ, VS and VA marketed flights are eligible for inclusion in performance goal measurements as defined in the terms of this agreement.

2. **COMPLIANCE WITH ETHICAL STANDARDS.** Alitalia, Air France, KLM, Virgin Atlantic and Delta have adopted their own Code of Conduct. Alitalia has adopted also an Organization, Management and Control Model pursuant to Italian Legislative Decree 231/01. The above mentioned documents, which are available on Alitalia, Air France, KLM, Virgin Atlantic and Delta's website, contain values, principles, rules of conduct which inspire Alitalia, Air France, KLM, Virgin Atlantic and Delta's behaviors, founded on correctness and transparency, also with the purpose to prevent the commission of crimes. The State shall behave in compliance with law also with the purpose to prevent a liability to the other parties for crimes and shall inform, as soon as it become aware, Carrier's Supervisory Board (or, in case of absence of a Supervisory Board, the relevant legal representative) in the event the State or other entity operating on its behalf, directly or indirectly, receives from Carrier's employees or representatives a request which might reasonably be considered in breach of correctness and transparency.

3. **TARIFF RULES.** All Carriers' rules and tariffs for the fare basis used apply to reservations and tickets issued or used pursuant to this Agreement, including, without limitation, rules relating to itinerary changes, surcharges and refunds.

4. **TICKETING.** The Carriers may, by written notice to State, disallow or terminate the ability of any Agent to ticket under this Agreement. State must inform Carriers in writing of any amendments in the ticketing location(s) PCC(s). State's agent(s) agree(s) to follow strictly the Ticketing instructions.

State and its employees may book reservations solely through State's Agents, Delta, Delta's Exclusive Discount Program (EDP) or Air France.

Tickets under this Agreement must be validated on Delta (006), Air France (057), Alitalia (055), Virgin Atlantic (932) or Virgin Australia (795) and contain no other airline space.

The Ticket Designator set forth in Exhibit A must appear in the Ticket Designator Box on all tickets under this Agreement, separated from the fare basis code by a slash. State shall cause its Agents to place the Ticket Designator on every Carrier's ticket issued under this Agreement. Tickets without the Ticket Designator are not eligible for discounts described in Exhibit A.

The Tour Code set forth in Exhibit A (if applicable) must appear in the Tour Code box on each ticket with Air France-marketed flights and be noted in the PNR as an OSI remark.

The Deal/ Tour Code set forth in Exhibit A (if applicable) must appear in the Deal/ Tour Code box on each ticket with Virgin Atlantic-marketed flights and be noted in the PNR as an OSI remark.

5. **DEFINITIONS.** The following definitions apply to the Agreement (including Exhibit A):

Fair Market Share (FMS): Carriers' expected share (expressed as a percentage out of 100%) in a specified market, derived through a model based on Carriers and all other competitive airlines' scheduled service in such market.

Fare Class: the first character of the fare basis code, which determines applicability of an incentive discount.

Marketing Carrier: Airline whose code appears on the ticket coupon.

Operating Carrier: shall mean the airline having operational control of the aircraft used for a specific flight.

Service Class: Booking class of service.

Share of Flights: the percentage of State's total tickets purchased in a specified market that are purchased on Carrier(s).

Share Gap: Difference between Share of Flights and FMS in the specified market.

Validating Carrier: Airline whose validation code is used for ticket issuance.

Hubs: The following airports (designated by three-letter airport code) are Hub Airports for purposes of this Agreement, unless otherwise noted in Exhibit A - Financial Terms: Atlanta, Georgia (ATL); Cincinnati, Ohio (CVG); Detroit (DTW); Minneapolis, Minnesota (MSP); Salt Lake City, Utah (SLC)

Metro Entity: The following airports (designated by three-letter airport code) are Metro Entity for the purposes of this Agreement, unless otherwise noted in Exhibit A - Financial Terms:

Chicago, IL, USA (CGX, MDW, ORD, PWK); Dallas, TX, USA (FTW, DAL, DFW); Houston, TX, USA (HFD, HOU, IAH, SGR); London, UK (LCY, QQU, LHR, LTN, STN, ZEP, LGW); Los Angeles, CA, USA (BUR, LGB, LAX, ONT, SNA, PSP); Milan, IT (LIN, BGY, MXP); Moscow, RU (BKA, DME, SVO, VKO); New York, NY, USA (ISP, JFK, LGA, EWR, SWF, HPN); Paris, FR (CDG, ORY); San Francisco, CA, USA (OAK, SFO, SJC); Seoul, KR (GMP, ICN, SEL); Tokyo, JP (HND, NRT); Washington, DC, USA (BWI, IAD, DCA).

Gateways: The following airports (designated by three-letter airport code) are Gateway Cities for the purposes of this Agreement, unless otherwise noted in Exhibit A: New York-Kennedy, New York (JFK); Los Angeles, California (LAX); Newark, New Jersey (EWR); Boston (BOS); Philadelphia (PHL); Washington-Dulles (IAD); Miami (MIA); Detroit (DTW); Chicago (ORD); San Francisco (SFO); Seattle (SEA); Memphis (MEM); Minneapolis (MSP); Portland (PDX); Dallas Ft. Worth (DFW); Houston (IAH); Vancouver (YVR); Calgary (YYC); Toronto (YYZ); Montreal (YUL) as well as Atlanta, Georgia (ATL); Cincinnati, Ohio (CVG); Salt Lake City, Utah (SLC).

Geographical entities (lists subject to change without notice)

North America: Airports located within the United States of America, Canada, Mexico and the Caribbean

- ° **United States of America:** Continental United States of America, Alaska, Hawaii, Puerto Rico, US Virgin Islands
- ° **Canada:** Canada
- ° **Mexico:** Mexico
- ° **Caribbean:** Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Bermuda, Cayman Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Netherlands Antilles, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Virgin Islands (British)

Latin America: Airports located in Central America and South America

- ° **Central America:** Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama
- ° **South America:** Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, Falkland Islands (Malvinas), French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela

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

- ° **Europe:** Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria (Rep), Canary Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Macedonia, Romania, Russia, San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Svalbard and Jan Mayen Islands, Sweden, Switzerland, Turkey, Tunisia, Ukraine, United Kingdom
- ° **Middle East:** Bahrain, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi Arabia, Syrian Arab Republic, Sudan, United Arab Emirates, Yemen

◦ **Africa:** Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Cote D'Ivoire (Ivory Coast), Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libyan Arab Jamahiriya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Mayotte, Mozambique, Namibia, Niger, Nigeria, Reunion, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, St. Helena, Swaziland, Tanzania, Togo, Uganda, Zambia, Zimbabwe

◦ **India:** India

Asia Combined: Airports located in Asia, Australia, Micronesia, New Zealand and the South Pacific

◦ **Asia:** Afghanistan, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, China, Hong Kong, Indian Ocean Islands, Indonesia, Japan, Kazakhstan, Kyrgyzstan, Lao People's Democratic Republic, Malaysia, Mongolia, Myanmar, Nepal, North Korea, Pakistan, Republic of Korea, Singapore, Sri Lanka, Tajikistan, Taiwan Province of China, Thailand, Turkmenistan, Uzbekistan and Vietnam

◦ **Australia:** Australia

◦ **Micronesia:** Guam, Kiribati, Marshall Islands, Micronesia, Nauru, Northern Mariana Islands, Palau, US Minor Outlying Islands

◦ **New Zealand:** New Zealand

◦ **South Pacific:** American Samoa, Christmas Island, Cocos (Keeling) Islands, Cook Islands, Fiji, French Polynesia, Macau, Maldives, New Caledonia, Niue, Norfolk Island, Papua New Guinea, Philippines, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu, and Wallis and Futuna Islands

Exhibit A - Customer Report - FlexCSA

Contract : State of WV FlexCSA Account Manager : Chapman, Christine Account Analyst : Young, Ryan Contract Dates : 01-Oct-2020 - Evergreen Ticket Designator : X084U Tour Code : Tour Code Bulletin Type : Renewal	Company :	State of West Virginia 2019 Washington St E Charleston, WV 25305 Customer Contact : Perdue, Elizabeth Title : Director Email : elizabeth.l.perdue@wv.gov Phone : 1 304-359-2425 FAX :
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Term	DL Fare Class	KL Fare Class	AF Fare Class	Other Fare Class	POS Ticketing
State of WV 20 FlexCSA					
DOM HUB	01-Oct-2020 - Evergreen				
Performance Requirements :	5 % Share Gap				
Market Pair (Between)	DL - F, J, G, Y Fares : 7%				
ATL <-> US 50	DL - B, M, S, H, Q Fares : 7%				
CVG <-> US 50	DL - K, L Fares : 3%				
SLC <-> US 50	DL - U, T, X, V Fares : 2%				
DTW <-> US 50					
MSP <-> US 50					
ATL <-> Canada					
CVG <-> Canada					
SLC <-> Canada					
DTW <-> Canada					
MSP <-> Canada					

Applicable fare rules apply to Point of Sale (POS) Discounts.

DOM NON-HUB					
	01-Oct-2020 - Evergreen				
Performance Requirements :	5 % Share Gap				
Market Pair (Between)	DL - F, J, G, Y Fares : 8%				
US 50 <-> US 50	DL - B, M, S, H, Q Fares : 8%				
US 50 <-> Canada	DL - K, L Fares : 4%				
Not Equals Canada <-> Canada	DL - U, T, X, V Fares : 2%				
Market Not equals Into or Out of Atlanta, GA (ATL), Cincinnati, OH (CVG), Salt Lake City, UT (SLC), Detroit Metro, MI (DTW), Minneapolis St Pl, MN (MSP)					

Applicable fare rules apply to Point of Sale (POS) Discounts.

Excludes travel to/from
ATL/CVG/SLC/DTW/MSP

US50/CA to Int'l All Other					
	01-Oct-2020 - Evergreen				
Performance Requirements :	No Requirement				
Market Pair (Directional)	DL/AF/KL - J/C/D/I Fares (EMEA) : 2%	DL/AF/KL - J/C/D/I Fares (EMEA) : 2%	DL/AF/KL - J/C/D/I Fares (EMEA) : 2%	AZ - G/E/D Fares (EMEA) : 2%	
US 50 -> Africa	DL - P Fares (EMEA) : 2%	DL/AF/KL - Y/B/M Fares (EMEA) : 2%	AF - W/S/A Fares (EMEA) : 2%	AZ - J/E/D Fares (EMEA) : 2%	
US 50 -> Europe	DL - A Fares (EMEA) : 2%	AF/KL - U/K/H Fares (EMEA) : 2%	DL/AF/KL - Y/B/M Fares (EMEA) : 2%	AZ - P/A Fares (EMEA) : 2%	
US 50 -> India	DL - G Fares (EMEA) : 2%	AF/KL - L,Q,T, N Fares (EMEA) : 2%	AF/KL - U/K/H Fares (EMEA) : 2%	AZ - Y/B/M/H/K/V Fares (EMEA) : 2%	
US 50 -> Middle East	DL - W Fares (EMEA) : 2%		AF/KL - L,Q,T, N Fares (EMEA) : 2%		
Canada -> Africa	DL/AF/KL - Y/B/M Fares (EMEA) : 2%				
Canada -> Europe	DL - S/H/Q Fares (EMEA) : 2%				
Canada -> India	DL - K,L,U,T Fares (EMEA) : 2%				
Canada -> Middle East					

See Private Fare Rules

Exhibit A - Customer Report - FlexCSA

State of WV 20 FlexCSA					
Term	DL Fare Class	KL Fare Class	AF Fare Class	Other Fare Class	POS Ticketing
Market Pair (Directional) US 50 -> Asia Pacific Canada -> Asia Pacific	DL - J/C/D/I Fares (Asia) : 2% DL - Y/B/M/S/H Fares (Asia) : 2% DL - Q,K,L,U Fares (Asia) : 2%				
See Private Fare Rules					
Market Pair (Directional) US 50 -> Caribbean US 50 -> PR and USVI Canada -> Caribbean Canada -> PR and USVI	DL - Q, K, L Fares (Caribbean) : 2%				
See Private Fare Rules					
Market Pair (Directional) US 50 -> Caribbean US 50 -> PR and USVI US 50 -> Mexico US 50 -> Central America US 50 -> South America Canada -> Caribbean Canada -> PR and USVI Canada -> Mexico Canada -> Central America Canada -> South America	DL - J/C/D/I Fares (LAT/CRB/MX) : 2% DL - Y/B/M/S/H Fares (LAT/CRB/MX) : 2%				
See Private Fare Rules					
Market Pair (Directional) US 50 -> Country/Region: Australia US 50 -> New Zealand Canada -> Country/Region: Australia Canada -> New Zealand	DL/A - J/C/D/I Fares (AU/NZ) : 2% DL - P Fares (AU/NZ) : 2% DL - A Fares (AU/NZ) : 2% DL - G Fares (AU/NZ) : 2% DL - W Fares (AU/NZ) : 2% DL/A - Y/B Fares (AU/NZ) : 2% DL - M/S/H Fares (AU/NZ) : 2% DL - Q,K,L,U Fares (AU/NZ) : 2%			DL/A - J/C/D/I Fares (AU/NZ) : 2% VA - O/W Fares (AU/NZ) : 2% DL/A - Y/B Fares (AU/NZ) : 2% VA - H/K/L Fares (AU/NZ) : 2% VA - E,N,V,Q Fares (AU/NZ) : 2%	
See Private Fare Rules					
Market Pair (Directional) US 50 -> Mexico US 50 -> Central America US 50 -> South America Canada -> Mexico Canada -> Central America Canada -> South America	DL - Q,K,L,U Fares (LAT/MX) : 2%				
See Private Fare Rules					
Market Pair (Directional) US 50 -> United Kingdom US 50 -> DEL US 50 -> DXB US 50 -> JNB US 50 -> LOS Canada -> United Kingdom				VS - J/C/D/I (EMEA) : 2% VS - W/S/H/K Fares (EMEA) : 2% VS - Y/B/R/L/U Fares (EMEA) : 2% VS - M/E/Q/X Fares (EMEA) : 2%	
See Private Fare Rules					

Exhibit A - Customer Report - FlexCSA

State of WY 20 FlexCSA					
Term	DL	KL	AF	Other	
Markets	Fare Class	Fare Class	Fare Class	Fare Class	POS Ticketing
LATAM to US/CA/PR/VI (Catch-all)	01-Oct-2020 - Evergreen				
Performance Requirements :	No Requirement				
Market Pair (Directional)	DL - J/C/D Fares : 7%				
Central America -> US 50	DL - I Fares : 3%				
Central America -> Canada	DL - Y/B/M/S/H Fares : 10%				
Central America -> PR and USVI	DL - Q/K/L Fares : 3%				
South America -> US 50					
South America -> Canada					
South America -> PR and USVI					
Caribbean -> US 50					
Caribbean -> Canada					
PR and USVI -> US 50					
PR and USVI -> Canada					
Caribbean -> PR and USVI					
PR and USVI -> PR and USVI					
Mexico -> US 50					
Mexico -> Canada					
Mexico -> PR and USVI					
See Private Fare Rules					

Exhibit A - Customer Report - FlexCSA

Criteria

Contract Name Equals State of WV 20 FlexCSA

Report Set

Report Set	Exhibit A - Customer Report - FlexCSA (08 31 2020 09 00 36)
Date Range	
Currency	US Dollar
Country/Region	United States
Distance Indicator	Miles
Time Indicator	12 hour clock
Report Category	Contract Management
Report Name	Exhibit A - Customer Report - FlexCSA
Report Code	CM-EXB-A-ZDL
Submitted	Rebecca Simon
Screen	Contract Profile

Report Options Selected

Format	PDF
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Marsh USA
121 River Street
Waterfront Corporate Center
Hoboken, NJ 07030
Phone: 201-284-3776
E-Mail: David.Kinnev@marsh.com

CERTIFICATE OF INSURANCE
(Sometimes referred to herein as "this Certificate")

Subject to all of the below referenced Policy(ies)' declarations, insuring agreements, conditions and exclusions (including but not limited to limits of liability, deductibles, warranties and/or endorsements contained therein) (hereinafter, the "Policy(ies)' Terms"), this is to certify to:

State of West Virginia
2019 Washington Street, East
Charleston, WV 25305

(Sometimes rrenoeferred to herein as "the Certificate Holder(s)")

that the Insurers referred to below, each for their own part and not one for the other, are providing the following insurance:

NAMED INSURED(S): Delta Air Lines, Inc.; Epsilon Trading LLC; MLT Vacations, Inc.; Mainline Travel, Inc.; MLT Tours and/or all subsidiary, affiliated, managed, owned and/or controlled companies as now or formerly constituted or which may hereafter formed, constituted and/or acquired, jointly or severally as their respective rights and interests may appear (hereinafter, the "Named Insured(s)")

NAMED INSURED(S)' ADDRESS: c/o Delta Air Lines, Inc., Risk Management Department 858, 1030 Delta Boulevard, Atlanta, GA 30320 (hereinafter, the "Named Insured(s)' Address")

INSURANCE COVERAGE(S): Airline Liability Insurance.

INSURERS (hereinafter, "Insurers") / POLICY(IES) (hereinafter, "Policy(ies)") / POLICY NUMBER(S) (hereinafter, "Policy Number(s)") / POLICY PERIOD(S) (hereinafter, "Policy Period(s))":

The Schedule of Insurers, Policy(ies), Policy Number(s) and Policy Period(s) (hereinafter, the "Security") are available on the web at: <https://connectv7.mercer.com/eRoom/MarshNA/AviationExt>

Then, when prompted, please enter (*please note "Name" and "Password" are case-sensitive*):

Name: **DELTA-ENDEAVOR**; Password: **DalEnd#1**

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

GEOGRAPHICAL LIMITS: Worldwide.

DESCRIPTION OF CONTRACT(S) TO WHICH THIS CERTIFICATE APPLIES: Agreement between State of West Virginia and Delta Air Lines, Inc. (hereinafter, the "Contract(s)").

DESCRIPTION OF EQUIPMENT TO WHICH THIS CERTIFICATE APPLIES: Any Aircraft owned or operated by the Named Insured (hereinafter, the "Equipment").

INSURANCE COVERAGE(S)	LIMIT(S) OF LIABILITY NOTE: AGGREGATE LIMITS WILL BE REDUCED DUE TO PAID CLAIMS WITHOUT FURTHER NOTICE TO THE CERTIFICATE HOLDER(S)	DEDUCTIBLE(S)
<p>Airline Liability Insurance including, inter alia, bodily injury liability, property damage liability, passenger legal liability, baggage liability, contractual liability, personal injury liability, products and completed operations liability, hangarkeepers' liability, grounding liability, premises liability, dram shop liability/liquor liability, cargo liability (excess of a US\$5,000,000 per occurrence primary limit) and excess public automobile liability.</p> <p>Coverage includes liability arising out of the use by the Named Insured(s) of any premises owned, leased or occupied by the Named Insured(s) which relate to the Named Insured(s)' airline operations.</p> <p>Coverage includes liability arising out of the use by the Named Insured(s) of any automobile or mobile equipment operated by the Named Insured(s) while on restricted airport premises.</p>	<p>Combined single limit (bodily injury, property damage, personal injury (passengers only)) US\$1,000,000 any one occurrence/offense and in the annual aggregate as respects products and completed operations liability and personal injury liability (passengers only), subject to the following sublimits which are included within and not in addition to the limit set forth above:</p> <p>Grounding liability: US\$1,000,000 any one occurrence, any one offense, and in the annual aggregate;</p> <p>Personal injury liability (to third parties other than passengers): US\$1,000,000 any one occurrence, any one offense, and in the annual aggregate;</p> <p>Excess public automobile liability: US\$1,000,000 any one occurrence and in the annual aggregate where applicable excess of underlying primary limits of not less than US\$1,000,000 any one occurrence.</p>	<p>US\$3,400 (or tariff, whichever is greater) each and every claim as respects baggage liability.</p>

SPECIAL PROVISION(S)

The following Special Provision(s) only apply(ies) to: (i) the Insurance Coverage(s) noted above, (ii) the Contract(s) and only to the extent of the insurance requirements and/or the Named Insured(s)' indemnity obligations under the Contract(s), subject to all of the Policy(ies)' Terms applying, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured(s):

Solely as respects airline liability insurance: In the event of cancellation of the Policy(ies) (for any reason whatsoever, including non-payment of premium) by Insurers or adverse material change of the Policy(ies) by Insurers, Insurers agree that such cancellation or change shall not be effective as to the Additional Insured(s) until thirty (30) days after issuance of notice to the Certificate Holder(s) (through Marsh USA) at the address(es) shown on the first page of this Certificate.



If this Certificate (which for the purposes of this and the next paragraph only also includes any Broker Letter issued in connection with this Certificate) contain(s) provision(s) to give notice of certain events (as undertaken by us in this Certificate) ("Events") to the Certificate Holder(s) and if those Events occur with respect to the Policy(ies), said notice(s) will be sent to the Certificate Holder(s) at the address(es) shown on the first page of this Certificate. Because this Certificate initially may be transmitted via electronic mail or means other than the U.S. Postal Service, if there is/are no address(es) shown above or if the address(es) shown above is/are incomplete, out of date or incorrect, it is incumbent upon the applicable Certificate Holder(s) to notify Marsh USA (in writing, at the above address) of the correct address(es) of said Certificate Holder(s). Failure to do so will relieve Marsh USA of any obligation to notify the applicable Certificate Holder(s) of any Events relating to the Policy(ies) other than to the Certificate Holder(s)' address(es) (to the extent they are complete) shown on the first page of this Certificate UNLESS, prior to the Events occurring, the applicable Certificate Holder(s) provide(s) Marsh USA (in writing, at the above address) with the correct Certificate Holder(s)' address(es), in which case Marsh USA will be obligated to provide notice of Events to the applicable Certificate Holder(s) as undertaken by us in this Certificate.

This Certificate (and unless otherwise noted herein, the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)) shall automatically terminate, without further notice, upon the earliest of (i) natural expiration of the Policy(ies) on the date shown above; (ii) cancellation of the Policy(ies) prior to the natural expiration date (as notified to the Certificate Holder(s) in accordance with the provisions of this Certificate); (iii) termination of the Contract(s), except with respect to airline liability insurance required to be maintained after contract termination, in accordance with the provisions of the Contract(s); (iv) (solely with respect to this Certificate and not with respect to the coverage(s) afforded the Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)) our ceasing to be the insurance broker for the Named Insured(s) in respect of the Policy(ies); and/or (v) in the case of aircraft hull insurance and/or aircraft spare parts insurance, termination of either the Named Insured(s)' or the Certificate Holder(s)' (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies) insurable interest(s) in the Equipment (and in the latter cases, only with respect to those particular Certificate Holder(s) (and/or those designated as additional insured(s) and/or loss payee(s) and/or otherwise) under this Certificate and/or the Policy(ies)).

This Certificate: (i) is issued as a summary of the Policy(ies) referred to herein; (ii) is issued as a matter of information only; (iii) confers no rights upon the Certificate Holder(s) (and/or any other party that may be named in this Certificate as additional insured(s), loss payee(s), contract party(ies) or otherwise) other than those provided by the Policy(ies); (iv) neither affirmatively nor negatively alters, extends or amends any of the Policy(ies)' Terms; and, (v) notwithstanding any requirement, term or condition of any contract, agreement or other document with respect to which this Certificate may be issued or may pertain, is subject always to the Policy(ies)' Terms. The undersigned has been authorized by the above Insurers to issue this Certificate on their behalf and is not an insurer and has no liability of any sort under the Policy(ies) as an insurer as a result of this certification.

DATE OF ISSUE: August 6, 2020

Authorized Representative
Marsh USA



Named Insured(s): Delta Air Lines, Inc.; Epsilon Trading, LLC; MLT Vacations, Inc.; Mainline Travel, Inc.; MLT Tours and/or all subsidiary, affiliated, managed, owned and/or controlled companies as now or formerly constituted or which may hereafter formed, constituted and/or acquired, jointly or severally as their respective rights and interests may appear

Policy Period(s): December 21, 2019 to December 21, 2020 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured(s)

Insurance Coverage(s): Airline Hull including Aircraft Spare Parts Insurance and Liability Insurance; Aviation War, Hijacking and Other Perils Excess Liability Insurance

SECURITY

INSURERS	POLICY NUMBER(S)
Allianz Global Risks US Insurance Company through Allianz Global Corporate and Specialty 28 Liberty Street, 38th Floor New York, NY 10005	A1AL000764719AM
Various Lloyds of London Syndicates British Insurance Companies and Others through Marsh, Ltd, Aviation Marsh London, Tower Place London EC3R 5BU	AVNAN19001200
Starr Surplus Lines Insurance Company through Starr Aviation Agency, Inc. 3353 Peachtree Street NE Ste 1000 Atlanta GA 30326	SASLAMR63608419-10
XL Specialty Insurance Company through XL Aerospace One World Financial Center 200 Liberty Street, Floor 3 New York, NY 10281	UA00002898AV19A
National Union Fire Insurance Company of Pittsburgh, PA Through AIG Aerospace Insurance Services, Inc. 3500 Lenox Road, Suite 1100, Atlanta, GA 30326	HL003391721-18
Old Republic Insurance Company Through Old Republic Aerospace. 1990 Vaughn Road, Suite 350 Kennesaw, GA 30144	RAL00003705
Global Aerospace through the several participating companies of Global Aerospace Underwriting Managers One Sylvan Way Parsippany, NJ, 07054	334805/19
Aero Assurance Limited c/o AON Insurance Managers 76 St. Paul Street – Suite 500 Burlington, VT 05401-4477	326-1-AAL070 326-1-AAL071

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)