

**CONTRACT WITH INTERSTATE CARRIER
PURSUANT TO NRS 333.395**

A Contract Between the State of Nevada
Acting by and Through its

Agency Name:	Department of Administration, Purchasing Division
Address:	515 East Musser Street, Suite 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Teri Becker
Phone:	775-684-0178
Fax:	775-684-0188
Email:	tbecker@admin.nv.gov

Contractor Name:	Allegiant Air
Address:	1201 North Town Center Drive
City, State, Zip Code:	Las Vegas, NV 89144
Contact:	Keith Hansen
Phone:	702-830-8161
Email:	Elden.Hansen@allegiantair.com

WHEREAS, NRS 333.395 authorizes the Administrator of State Purchasing to enter a contract with a certificated common carrier and Allegiant Air is a certificated common carrier; and

WHEREAS, the State of Nevada desires to purchase airline tickets from Allegiant Air at discounted rates.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- REQUIRED APPROVAL.** This contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
- INCORPORATED DOCUMENTS.** The parties agree that this contract incorporates the terms and conditions set forth in Attachment A attached hereto.
- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party. Contract is subject to Board of Examiners' approval.

Effective from:	BOE approval	To:	November 30, 2024
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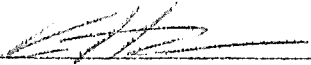
- CONSIDERATION.** The parties agree that Contractor will provide the services specified in Attachment A when needed by the State of Nevada for the rates established by Contractor.

Total Contract Not to Exceed:	\$1,000,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

5. **TERMINATION.** This contract may be terminated by either party by giving written notice of termination to the other party.
6. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and the attached Schedule A constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This contract, and any amendments, may be executed in counterparts.
7. **BOYCOTT OF ISRAEL PROHIBITED.** Contractor certifies that it is not currently engaged in and agrees for the duration of this contract not to engage in, a boycott of Israel as defined in NRS 333.338(3)(a).
8. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties thereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

	10/6/2020	VP Airports & Gov Affairs
Allegiant Air, Signature	Date	Title

Kevin D. Doty	10/6/2020	Administrator, Purchasing Division
Kevin D. Doty	Date	Title



APPROVED BY BOARD OF EXAMINERS

Signature - Board of Examiners

On: 11/10/2020
Date

Approved as to form by:

On: _____
Date

Deputy Attorney General for Attorney General

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

[Signature] 10/16/2020 VP AIRCRAFT & GEN. AFFAIRS
Allegiant Air, Signature Date Title

Kevin D. Doty Date Administrator, Purchasing Division

Title

APPROVED BY BOARD OF EXAMINERS

Signature – Board of Examiners

On: _____
Date

Approved as to form by:

[Signature]
Deputy Attorney General for Attorney General

On: 6 Oct 20
Date

Attachment A

1. Allegiant Air will provide air travel services on regularly scheduled flights to State of Nevada employees, who will book their flights on a click-and-book solution available via Allegiant.com.
2. Allegiant Air will provide State of Nevada employees with a 5% discount on flights between the Reno Airport (RNO) and the Las Vegas Airport (LAS). This 5% discount will apply to all travel-related fees – airfare, bags, seat assignments, trip insurance, and priority boarding. No minimum number of flights is required to qualify for the discount.
3. Allegiant Air will provide State of Nevada with a monthly access code to apply the \$15 discount. It is the responsibility of the State of Nevada to contact Allegiant Air for the current month's code.
4. The State of Nevada is not guaranteeing any minimum amount of business to Allegiant Air and Allegiant Air is not guaranteeing flight availability for Nevada employees.