

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04015
Oxarc, Inc. 4003 East Broadway Ave. Spokane, WA 99202	Amendment No.:	One
	Effective Date:	February 1, 2017

**FIRST AMENDMENT
TO
CONTRACT NO. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL**

This First Amendment (“Amendment”) to Contract No. 04015 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Oxarc, Inc., a Washington Corporation (“Contractor”) and is dated as of February 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04015 for Gases: Medical, Specialty, and Industrial dated effective as of February 1, 2016 (“Contract”).
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

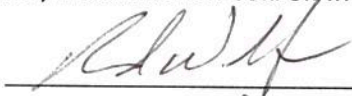
1. **TERM.** The contract is amended to extend the term twelve (12) months, ending January 31, 2018.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into

this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

OXARC, INC., A WASHINGTON CORPORATION

By: 
Name: Rod Wolf
Title: Sales Manager
Date: 12/1/16

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Melanie Williams
Name: Melanie Williams
Title: Contracts Specialist
Date: 12/1/16

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04015
Oxarc, Inc. 4003 East Broadway Ave. Spokane, WA 99202	Amendment No.:	2
	Effective Date:	October 1, 2017

SECOND AMENDMENT
TO
CONTRACT NO. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL

This Second Amendment ("Amendment") to Contract No. 04015 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Oxarc, Inc., a Washington Corporation ("Contractor") and is effective as of October 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04015 dated effective as of February 1, 2016 ("Contract").
- B. The Parties previously amended the Contract one (1) time:
 - a. Amendment 1 dated effective February 1, 2017 (Term Extension).
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after October 1, 2017. Contract purchases made prior to October 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after October 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRICING.** The Contract pricing is amended to reflect the .76% management fee as. Prices are not to exceed those listed in Attachment A.
- 2. **VENDOR MANAGEMENT FEE.** Effective October 1, 2017, the Contract is hereby amended by deleting the existing provision in its entirety and inserting the following in lieu thereof:

VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0150.

- (b) The VMF is allowed as a separate line item not to exceed .76% of total invoice.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.


3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

OXARC, INC.,
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Rod Wolf
Title: Sales Manager
Date: 9/19/2017

By: Melanie Williams
Name: Melanie Williams
Title: Contracts Specialist
Date: 09/19/17

Appendix A



04015_ApxA_Oxarc.
xls

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	04015
Oxarc, Inc. 4003 East Broadway Ave. Spokane, WA 99202	Amendment No.:	3
	Effective Date:	February 1, 2018

THIRD AMENDMENT
TO
CONTRACT No. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL

This Third Amendment ("Amendment") to Contract No. 04015 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Oxarc, Inc., a Washington Corporation ("Contractor") and is dated as of February 1, 2018.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04015 for Gases: Medical, Specialty, and Industrial dated effective as of February 1, 2016 ("Contract").
- B. The Parties previously amended the Contract two (2) times:
 - a. Amendment 1 effective February 1, 2017 (Term Extension).
 - b. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The contract is amended to extend the term twenty-four (24) months, ending January 31, 2020.
- 2. **NEW SECTION 4.19 - Wage Violations** is hereby added to the Contract as follows:

SECTION 4.19 WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Master Contract and the three (3) year period immediately preceding the award of the Master Contract, it is not determined, by a final and binding citation and notice of

assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

3. **NEW SECTION 4.20 - Pay Equality is hereby added to the Contract as follows:**

SECTION 4.20 PAY Equity. Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), during the term of this Master Contract for the time period of July 1, 2017 through June 30, 2019, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Master Contract and/or any agreement entered into pursuant to the Master Contract.


4. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to

have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.


8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

OXARC, INC., A WASHINGTON CORPORATION

By: 
Name: Rod Wolf
Title: Sales Manager
Date: 1/12/2018

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 1-16-18

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Oxarc, Inc.
4003 East Broadway Ave.
Spokane, WA 99202

**FOURTH AMENDMENT
TO
CONTRACT NO. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL**

This Fourth Amendment ("Amendment") to Contract No. 04015 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Oxarc, Inc., a Washington Corporation ("Contractor") and is effective as of February 1, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 04015 for Gases: Medical, Specialty, and Industrial dated effective as of February 1, 2016 ("Contract").
- B. The Parties previously amended the Contract three (3) times:
 - 1. Amendment 1 effective February 1, 2017 (Term Extension).
 - 2. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
 - 3. Amendment 3 effective February 1, 2018 (Term Extension and new language).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The contract is amended to extend the term twenty-four (24) months, ending January 31, 2022.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this

Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

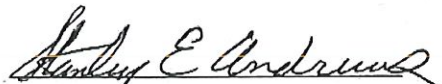
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

OXARC, INC., A WASHINGTON CORPORATION

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 

By: 

Name: STANLEY E. ANDREWS

Name: Leslie Edwards

Title: REGIONAL SALES MANAGER

Title: Contracts Specialist

Date: 1/24/2020

Date: 1-27-2020

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Oxarc, Inc.
4003 East Broadway Ave.
Spokane, WA 99202

**FIFTH AMENDMENT
TO
CONTRACT No. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL**

This Fourth Amendment (“Amendment”) to Contract No. 04015 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Oxarc, Inc., a Washington Corporation (“Contractor”) and is effective as of February 1, 2022.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04015 for Gases: Medical, Specialty, and Industrial dated effective as of February 1, 2016 (“Contract”).
- B. The Parties previously amended the Contract three (4) times:
 - 1. Amendment 1 effective February 1, 2017 (Term Extension).
 - 2. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
 - 3. Amendment 3 effective February 1, 2018 (Term Extension and new language).
 - 4. Amendment 4 effective February 1, 2020 (Term Extension).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The contract is amended to extend to the max term, ending January 31, 2024.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this

Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

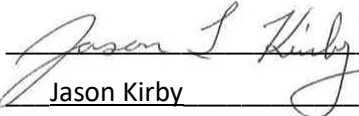
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

OXARC, INC., A WASHINGTON CORPORATION

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Jason Kirby
Title: VP/General Manager
Date: 12/21/2021

By: 
Name: Leslie Edwards
Title: Contracts Specialist
Date: 12/21/2021

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Oxarc, Inc.
4003 East Broadway Ave.
Spokane, WA 99202

**SIXTH AMENDMENT
TO
CONTRACT No. 04015
GASES: MEDICAL, SPECIALTY, AND INDUSTRIAL**

This Sixth Amendment (“Amendment”) to Contract No. 04015 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Oxarc, Inc., a Washington Corporation (“Contractor”) and is effective as of Msrch 1, 2023.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 04015 for Gases: Medical, Specialty, and Industrial dated effective as of February 1, 2016 (“Contract”).
- B. The Parties previously amended the Contract five (5) times:
 - 1. Amendment 1 effective February 1, 2017 (Term Extension).
 - 2. Amendment 2 effective October 1, 2017 (Mgmt. Fee Adjustment).
 - 3. Amendment 3 effective February 1, 2018 (Term Extension and new language).
 - 4. Amendment 4 effective February 1, 2020 (Term Extension).
 - 5. Amendment 5 effective February 1, 2022 (Term Extension).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. ECONOMIC ADJUSTMENT. Section 3.3 Price Adjustments of the Contract is hereby deleted in it’s entirety and the following is to be inserted in its place:

ECONOMIC ADJUSTMENT. Beginning twenty-four (24) months after the effective date of this Master Contract and for every 2 year anniversary thereafter, the Contractor may request the prices set forth in the contract be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of data published as of April each year. Prices shall be adjusted on February 1 if requested. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index

available will be used. The economic adjustment shall be calculated as follows and use the PPI data in the below chart:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

PPI	Series
Industrial Gases	WPU067903
Other Industrial Gases	WPU06790312
Industrial Gas Manufacturing	PCU325120325120

1. PRICE ADJUSTMENT. Based on Section 1 Price Adjustments language in Amendment 6, the contract is amended to adjust prices for 24.52% increase contract wide. The new pricing goes into effect March 1, 2023.

Category A: Purchase of Gases: Medical, Specialty, and Industrial used for welding, medical, and other needs requiring the use of gases in cylinder, bottled, and bulk.

	Gas Type	Grade	Industry Description	Nominal Capacity (UOM: cf)	Price (Per CF)
1	Acetylene	Industrial	#5	300 cf	\$0.3539
2	Acetylene	Industrial	#4	120 cf	\$0.3539
3	Acetylene	Industrial	#3	75 cf	\$0.4425
4	Acetylene	Industrial	B	40 cf	\$0.4677
5	Acetylene	Industrial	MC	10 cf	\$0.6068
6	Argon Pure	Industrial	300 cf	339 cf	\$0.1265
7	Argon Pure	Industrial	220 cf	248 cf	\$0.1265
8	Argon Pure	Industrial	150 cf	154 cf	\$0.1517
9	Argon Pure	Industrial	125 cf	124 cf	\$0.1517
10	Argon Pure	Industrial	80 cf	83 cf	\$0.1896
11	Argon Pure	Industrial	40 cf	40 cf	\$0.3539
12	1000 Liter Micro Bulk Co2	Food	N/A	N/A	\$0.3034
13	1000 Liter Argon Micro-Bulk Tank (325 Gal)	Industrial	N/A	N/A	\$0.1138
14	Argon/Co2 (75% AR / 25% CO2)	Industrial	125 cf	139 cf	\$0.1896
15	Argon/Co2 (see item 13)	Industrial	150 cf	176 cf	\$0.1644
16	Argon/Co2 (see item 13)	Industrial	200 cf	282 cf	\$0.1265
17	Argon/Co2 (see item 13)	Industrial	300 cf	376 cf	\$0.1265
18	Argon Liquid Gas Pack 180LT235 Dewar	Industrial	GP-4500	4320 cf	\$0.1011
19	Argon/Helium (Ar 75%/ He 25%)	Industrial	300 cf	314 cf	\$0.3161
20	Compressed Air	Breathing	300 cf	311 cf	\$0.0632
21	Compressed Air	Breathing	220cf	233 cf	\$0.0632
22	Carbon Dioxide	Industrial	50#	50 lb	\$0.4298
23	Carbon Dioxide	Industrial	20#	20 lb	\$0.0657
24	Helium Pure	Industrial	300 cf	291 cf	\$0.6321
25	Helium Pure	Industrial	220 cf	217 cf	\$0.6321

26	Helium Pure	Industrial	125 cf	109 cf	\$0.7459
27	Helium Pure	Industrial	55 cf	50 cf	\$0.9285
28	Helium Pure	Industrial	40 cf	40 cf	\$0.9786
29	Hydrogen	Industrial	300 cf	261 cf	\$0.1757
30	Hydrogen	Industrial	220 cf	195 cf	\$0.1757
31	Nitrous Oxide	USP Medical	20#	20 lb	\$2.7603
32	Nitrous Oxide	USP Medical	50#	50 lb	\$2.7101
33	Nitrogen Pure Gas	Industrial	300 cf	304 cf	\$0.0627
34	Nitrogen Pure Gas	Industrial	150 cf	142 cf	\$0.0753
35	Nitrogen Pure Gas	Industrial	80 cf	73 cf	\$0.1380
36	Nitrogen Pure Gas	Industrial	40 cf	40 cf	\$0.2509
37	Nitrogen Pure Gas	Pre Purified	300 cf	304 cf	\$0.1004
38	Nitrogen Pure Gas	Ultra High Purity	300 cf	304 cf	\$0.1631
39	Nitrogen Pure Gas	Ultra High Purity	220 cf	228 cf	\$0.1631
40	Nitrogen Liquid Gas PkNI 180LT230 Dewar	Industrial	GP-4500	3640 cf	\$0.0376
41	Nitrogen Liquid Gas Pk NI 160LT22	Industrial	LS-160	3936 cf	\$0.0376
42	Nitrogen by the Liter NI BLKLT	Industrial	LIQLTR	24.6 cf	\$0.8783
43	Oxygen High Pressure	Industrial	300 cf	337 cf	\$0.0627
44	Oxygen High Pressure	Industrial	220 cf	249 cf	\$0.0627
45	Oxygen High Pressure	Industrial	150 cf	154 cf	\$0.0753
46	Oxygen High Pressure	Industrial	125 cf	124 cf	\$0.0753
47	Oxygen High Pressure	Industrial	80 cf	83 cf	\$0.1004
48	Oxygen High Pressure	Industrial	40 cf	40 cf	\$0.1882
49	Oxygen High Pressure	Industrial	20 cf	20 cf	\$0.3764
50	Oxygen High Pressure	UPS Medical	300 cf	337 cf	\$0.0627
51	Oxygen High Pressure	USP Medical	220 cf	249 cf	\$0.0627
52	Oxygen High Pressure	USP Medical	125 cf	124 cf	\$0.1004
53	Oxygen High Pressure	USP Medical	AND	14 cf	\$0.5038
54	Oxygen High Pressure	USP Medical	ANE	24 cf	\$0.6273
55	Oxygen Liquid Gas PK OX 180LT230 Dewar	Industrial	GP-4500	4500 cf	\$0.0376
56	Oxygen	UHP 99.993%	337 cf	337 cf	\$0.7152
57	Acetylene	Atomic Absorption 99.6%	420 cf	420 cf	\$0.4140
58	Argon	UHP 99.999%	336 cf	336 cf	\$0.1882
59	Helium	UHP 99.999%	291 cf	291 cf	\$0.8532
60	Hydrogen	UHP 99.999%	261 cf	261 cf	\$0.2007
61	Nitrogen	UHP 99.999%	304 cf	304 cf	\$0.1631
62	Methane	UHP 99.97%	260 cf	260 cf	\$1.2170

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.


3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

OXARC, INC., A WASHINGTON CORPORATION

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 
 Name: Jason Kirby
 Title: VP/ General Manager
 Date: 02/28/2023

By: Alexander Kenesson
 Name: Alexander Kenesson
 Title: Procurement Supervisor
 Date: 3/2/2023