

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	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:

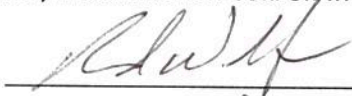
1. **TERM.** The contract is amended to extend the term twelve (12) months, ending January 31, 2018.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes 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

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	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	<b>CONTRACT AMENDMENT</b>	
	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.

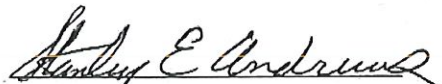
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement 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.

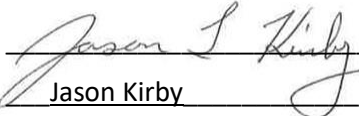
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement 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