











































































































































































































































































Roberts Oxygen Co., Inc

Eric Jastram

10/23/23

x





































































- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

17. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work
18. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises
19. **LABELING OF HAZARDOUS MATERIALS:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by § 1261 of Title 15 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this

contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the bidder/offeror does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136

## 20. LIQUIDATED DAMAGES:

- a. PROTOCOL GASES: Delivery of protocol gases that meet all delivery, quality and quantity requirements as outlined in the contract and purchase order are required no later than sixty (60) calendar days. It is understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, **the sum of five (5) times the cost per cylinder of the order gas(es) as listed in Attachment A – Pricing Schedule per day** for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown.
- b. WORKING CLASS GASES: Delivery of working-class gases that meet all delivery, quality and quantity requirements as outlined in the contract and purchase order are required no later than fourteen (14) calendar days. It is understood and agreed by the bidder that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, **the sum of five (5) times the cost per cylinder of the order gas(es) as listed in Attachment A – Pricing Schedule per day** for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the Commonwealth, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor

trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown.

21. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The Producer's Price Index, PCU325120325120 for *Industrial Gases Manufacturing* and other relevant market conditions as determined appropriate and approved by DPS will be used as guides to evaluate requested price changes. Price adjustments may be permitted, when verified to the satisfaction of DPS, only at the anniversary of the contract. Exception: Helium may be evaluated every 180 days during the contract term. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office

22. **PRIME CONTRACTORS RESPONSIBILITY:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the

acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

23. **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
24. **PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and/or specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.
25. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
26. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
27. **SAFETY DATA SHEETS:** Safety Data Sheets and descriptive literature shall be provided with the bid for each chemical and/or compound offered. Failure on the part of the bidder to submit such data sheets may be cause for declaring the bid as nonresponsive.
28. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**
- a. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses

and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

- b. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- c. Prime Contractor Subcontractor Reporting:
  - i. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
  - ii. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

29. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
30. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
31. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid.
32. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.



DEPARTMENT OF  
GENERAL SERVICES

**COMMONWEALTH OF VIRGINIA**  
**DIVISION OF PURCHASES & SUPPLY (DPS)**  
 1111 East Broad Street, Richmond, Virginia 23219

**MODIFICATION #7**  
**TO**  
**CONTRACT NUMBER CTR020681**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**ROBERTS OXYGEN COMPANY**

This MODIFICATION #7 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Roberts Oxygen Company, hereinafter referred to as the "Contractor" or "Roberts", relating to the modification of Contract CTR020681 effective January 1, 2024, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) Additional gases for St. Bride and Indian Creek Correctional Centers in Zone 97. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

**A. Reference:** Contract CTR020681, "Changes to Contract"


The following gas is added to Zone 97 for St. Bride and Indian Creek Correctional Centers


<b>Authorized User/Agency</b>	<b>DESCRIPTION</b>	<b>Unit of Measure</b>	<b>Brand Name</b>	<b>Product #</b>	<b>Price Per Unit (\$)</b>
<b>St. Bride Correctional Center and Indian Creek Correctional Center</b>	Argon Size 150	CF	Roberts Oxygen	R41	\$0.60
	Monthly Rental Rate				\$3.00
	Acetylene Size 3	CCF	Roberts Oxygen	R3	\$34.00
	Monthly Rental Rate				\$3.00
	25% Carbon Dioxide, Balance Argon Industrial Garde Mix, Size 125 High Pressure Steel Cylinder, CGA 580 CD25125	CF	Roberts Oxygen	R142	\$0.45
	Monthly Rental Rate				\$3.00
	Argon Size 20	CF	Roberts Oxygen	R4220	\$0.60
	Monthly Rental Rate				\$3.00
	Nitrogen, Size 40	CF	Roberts Oxygen	C3340	\$0.20
	Monthly Rental Rate				\$3.00
	Acetylene Ind #4 CGA 510	CCF	Roberts Oxygen	R4	\$34.00
	Monthly Rental Rate				\$3.00
	Oxygen Industrial 200 CGA 540	CF	Roberts Oxygen	R0	\$0.03
	Monthly Rental Rate				\$3.00
	Acetylene Ind B CGA 520	CF	Roberts Oxygen	C9	\$0.90
	Monthly Rental Rate				\$3.00

Argon Industrial 80 CGA 580	CF	Roberts Oxygen	R42	\$0.60
Monthly Rental Rate				\$3.00
Nitrogen Industrial 80 CGA 580	CF	Roberts Oxygen	R33	\$0.20
Monthly Rental Rate				\$3.00
Oxygen Industrial 40 CGA 540	CF	Roberts Oxygen	C161	\$0.45
Monthly Rental Rate				\$3.00
Oxygen USP DA MED CGA WOB	CF	Roberts Oxygen	R21	\$0.34
Monthly Rental Rate				\$3.00
Oxygen USP Medical Pure Ea CGA WOB	CF	Roberts Oxygen	R13	\$0.34
Monthly Rental Rate				\$3.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract CTR020681 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**ROBERTS OXYGEN COMPANY**  
 BY:   
 NAME: Eric Jastram  
 Printed Name  
 TITLE: Sales Representative  
 DATE: 5/29/25

**COMMONWEALTH OF VIRGINIA**  
 BY:   
 NAME: Brandon Amsel, VCO  
 Printed Name  
 TITLE: Statewide Sourcing & Contracting Officer  
 DATE: 5/29/2025



*Eric Jastram*  
Eric Jastram

Sales Representative

2/7/2025



DEPARTMENT OF  
GENERAL SERVICES

**COMMONWEALTH OF VIRGINIA**  
**DIVISION OF PURCHASES & SUPPLY (DPS)**  
 1111 East Broad Street, Richmond, Virginia 23219

**MODIFICATION #5**  
**TO**  
**CONTRACT NUMBER CTR020681**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**ROBERTS OXYGEN COMPANY**

This MODIFICATION #5 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Roberts Oxygen Company, hereinafter referred to as the "Contractor" or "Roberts", relating to the modification of Contract CTR020681 effective January 1, 2024, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) Additional gases for Eastern State Hospital in Zone 97. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

**A. Reference:** Contract CTR020681, "Changes to Contract"


The following gas is added to Zone 97 for the Eastern State Hospital:

Authorized User/Agency	DESCRIPTION	Unit of Measure	Brand Name	Product #	Price Per Unit (\$)
Eastern State Hospital	Acetylene, 10cf, CGA 200	CF	Roberts Oxygen	C10	\$2.00
	Monthly Rental Rate				\$3.00
	Nitrogen, 60cf, CGA 580	CF	Roberts Oxygen	C3360	\$0.20
	Monthly Rental Rate				\$3.00
	Oxygen, Medical, USP, Size D	CF	Roberts Oxygen	C12	\$0.34
	Monthly Rental Rate				\$3.00


The foregoing is the complete and final expression of the parties' agreement to modify Contract CTR020681 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**ROBERTS OXYGEN COMPANY**

BY:   
 NAME: Eric Jastram  
           Printed Name  
 TITLE: Sales Representative  
 DATE: 12/3/2024

**COMMONWEALTH OF VIRGINIA**

BY:   
 NAME: Brandon Amsel, VCO  
           Printed Name  
 TITLE: Statewide Sourcing & Contracting Officer  
 DATE: 12/3/2024







DEPARTMENT OF  
GENERAL SERVICES

**COMMONWEALTH OF VIRGINIA**  
**DIVISION OF PURCHASES & SUPPLY (DPS)**  
1111 East Broad Street, Richmond, Virginia 23219

**MODIFICATION #2**  
**TO**  
**CONTRACT NUMBER CTR020681**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**ROBERTS OXYGEN COMPANY**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Roberts Oxygen Company, hereinafter referred to as the "Contractor" or "Roberts", relating to the modification of Contract CTR020681 effective January 1, 2024, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) add Caroline Correctional Unit 2 and Haynesville Correctional Center to contract. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

**A. Reference:** Contract CTR020681, "Changes to Contract"

The following are gases are added to Zone 99 for Caroline Correctional Unit 2 and Haynesville Correctional Center:

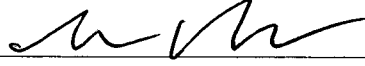
Authorized User/Agency	DESCRIPTION	Unit of Measure	Brand Name	Product #	Price Per Unit (\$)
Caroline Correctional Unit 2	Large 300 Acetylene CGA 580	CF	Roberts Oxygen	R4	\$0.44
	Monthly Rental Rate				\$2.40
	Large 300 Argon CGA 580	CF	Roberts Oxygen	R40	\$0.06
	Monthly Rental Rate				\$2.40
	Large Oxygen, Non-Medical, CGA 580	CF	Roberts Oxygen	R0	\$0.04
	Monthly Rental Rate				\$2.40
Haynesville Correctional Center	Large 300 Argon CGA 580	CF	Roberts Oxygen	R40	\$0.44
	Monthly Rental Rate				\$2.40
	Small 80 Nitrogen, Industrial, CGA 580	CF	Roberts Oxygen	R33	\$0.40
	Monthly Rental Rate				\$2.40
	Oxygen, Medical, W-02 B Diss Valve, Medical Pure	CF	Roberts Oxygen	R13RUAD	\$0.36
	Monthly Rental Rate				\$4.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract CTR020681 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.


[SIGNATURE PAGE TO FOLLOW]

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

**ROBERTS OXYGEN COMPANY**

BY:   
NAME: Mark WEAVER  
Printed Name  
TITLE: Brandon MGR  
DATE: 5/13/2024

**COMMONWEALTH OF VIRGINIA**

BY:   
NAME: Brandon Amsel, VCO  
Printed Name  
TITLE: Statewide Sourcing & Contracting Officer  
DATE: 5/14/2024



DEPARTMENT OF  
GENERAL SERVICES

COMMONWEALTH OF VIRGINIA  
DIVISION OF PURCHASES & SUPPLY (DPS)  
1111 East Broad Street, Richmond, Virginia 23219

MODIFICATION #1  
TO  
CONTRACT NUMBER CTR020681  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
ROBERTS OXYGEN COMPANY

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Roberts Oxygen Company, hereinafter referred to as the "Contractor" or "Roberts", relating to the modification of Contract CTR020681 effective January 1, 2024, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to document both parties' agreement to A) Corrections to audit gases listed in Zone 100 under DEQ – Woodbridge; B) Update the eVA Orders and Contract Term and Conditon. All changes are effective upon full execution of this document, unless otherwise noted, and shall be included in any subsequent modifications.

**A. Reference:** Contract CTR020681, "Changes to Contract"

The following are corrections with associated prices to Zone 100 for Department of Environmental Quality – Woodbridge (Corrections marked in Red):

DESCRIPTION	Unit of Measure	Brand Name	Product #	Price Per Unit (\$)
Zero Audit Gas Concentrations: O2 = 20.7% HC < 1 ppm THC CO < 1ppm CO2 < 1 ppm NO < 1 ppm N2 < Balance 99.99% pure	150AL	Roberts Oxygen	GL120050001	\$244.67
Daily Rental Rate			MD	\$0.45
Low Range Audit Gas Concentrations: HC = 200 ppm propane CO = 0.5% CO2 = 6.0% NO = 300 ppm N2 = Balance 99.99% pure	150AL	Roberts Oxygen	GL120050002	\$510.31
Daily Rental Rate			MD	\$0.45
Low Range Audit Gas Concentrations: HC = 200 ppm propane CO = 0.5% CO2 = 6.0% NO = 300 ppm N2 = Balance 99.99% pure	80AL	Roberts Oxygen	GL120080002	\$449.07
Daily Rental Rate			MD	\$0.44
Low-Middle Range Audit Gas Concentrations:	150AL	Roberts Oxygen	GL120050003	\$510.31

HC = 960 ppm propane CO = 2.4% CO2 = 3.6% NO = 900 ppm N2 = Balance 99.99% pure				
Daily Rental Rate			MD	\$0.45
Low-Middle Range Audit Gas Concentrations: HC = 960 ppm propane CO = 2.4% CO2 = 3.6% NO = 900 ppm N2 = Balance 99.99% pure	80AL	Roberts Oxygen	GL120080003	\$449.07
Daily Rental Rate			MD	\$0.44
High-Middle Range Audit Gas Concentrations: HC = 1920 ppm propane CO = 4.8% CO2 = 7.2% NO = 1800 ppm N2 = Balance 99.99% pure	150AL	Roberts Oxygen	GL120050004	\$510.31
Daily Rental Rate			MD	\$0.45
High-Middle Range Audit Gas Concentrations: HC = 1920 ppm propane CO = 4.8% CO2 = 7.2% NO = 1800 ppm N2 = Balance 99.99% pure	80AL	Roberts Oxygen	GL120080004	\$449.07
Daily Rental Rate			MD	\$0.44
HIGH Range Audit Gas Concentrations: HC = 3200 ppm propane CO = 8.0% CO2 = 12.0% NO = 3000 ppm N2 = Balance 99.99% pure	150AL	Roberts Oxygen	GL120050005	\$554.72
Daily Rental Rate			MD	\$0.45
HIGH Range Audit Gas Concentrations: HC = 3200 ppm propane CO = 8.0% CO2 = 12.0% NO = 3000 ppm N2 = Balance 99.99% pure	80AL	Roberts Oxygen	GL1200800005	\$512.89
Daily Rental Rate			MD	\$0.44

**B. Reference:** Contract CTR020681, Special Term and Condition 13 "eVA Orders and Contracts"  
 Language of the above term and condition is deleted and replaced with the following:

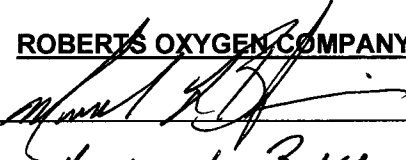
**13. eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

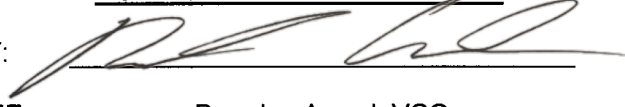
Contractors providing goods and/or services to the Commonwealth shall participate in the eVA e-procurement solution and agree to comply with the following: if this solicitation is for a term contract, failure to provide a static/hosted catalog (excel file) or an electronic catalog with

functionality to interface with eVA (punchout catalog) for items awarded, will be just cause for the Commonwealth to reject your response or terminate the contract for default. The format of the electronic catalog shall conform to the eVA Catalog standards. Contractors shall work with the Contract Officer and eVA Catalog Team to provide the appropriate catalog option for the contract.”

The foregoing is the complete and final expression of the parties' agreement to modify Contract CTR020681 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

**ROBERTS OXYGEN COMPANY**  
BY:   
NAME: Michael L. Bider  
Printed Name  
TITLE: Sales Representative  
DATE: 3/20/24

**COMMONWEALTH OF VIRGINIA**  
BY:   
NAME: Brandon Amsel, VCO  
Printed Name  
TITLE: Statewide Sourcing & Contracting Officer  
DATE: 3/22/2024