



As a result of Request For Proposal # 002917-Sep2022 – RFP UC Systemwide Laboratory, Medical and Industrial Gases, Accessories & Services, the Agreement to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, and the supplier named below (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Cooperative Purchasing: Supplier agrees to extend Goods and/or Services to public agencies state and local governmental entities, public and private primary, secondary, and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”) registered with OMNIA Partners, Public Sector (“Participating Public Agencies”) under the terms of this agreement. All contractual administration (e.g., terms, conditions, extensions, and renewals) will remain the UC’s responsibility except as outlined in the above-referenced RFP (title of RFP). Operational specifics, indemnity, limitation of liability, insurance, fiduciary responsibility, pricing, payment issues, and disputes involving individual Participating Public Agencies will be addressed, administered, and resolved by each Participating Public Agency.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment B (“Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from the Supplier.

2. Term of Agreement/Termination

- a) The term of the Agreement will be from **11/1/2023** and through **10/31/2030** and is subject to earlier termination as provided below. It may be extended upon the agreement of the parties.

The initial term of the Agreement will be from **11/1/2023** through **10/31/2030** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **(3)** successive **1-year** periods (each, a Renewal Term), by providing the Supplier with at least **(30)** calendar days’ written notice before the end of the Initial Term or any Renewal Term.

- b) UC or Supplier may terminate the Agreement for convenience by giving Supplier at least **(30)** calendar days’ written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **(30)** days’ notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing. For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC’s Procure to Pay Standards <http://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]



For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

Invoicing Method

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, Supplier will be required to use the following Invoicing Method:

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location unless UC notifies the Supplier otherwise by amendment to the Agreement.

Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be established by each campus.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with a return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	Matthew Linzer
Phone	
Email	Matthew.Linzer@ucop.edu
Address	1111 Broadway, 13 th Floor Oakland, CA 94607

To UC, regarding Breaches or Security Incidents as defined under Appendix – Business Associate:

Name	Scott Seaborn
Phone	
Email	Scott.Seaborn@ucop.edu
Address	1111 Franklin St Oakland, CA 94607

To UC, regarding contract issues not addressed above:

Name	Robert Stueber, Sourcing & Process Solutions Manager
Phone	510-987-9367
Email	Robert.Stueber@ucop.edu
Address	1111 Franklin Street, 6 th Floor Oakland, CA 94607



To Supplier:

Name	Christopher Geiser
Phone	330-590-3072
Email	cgeiser@mathesongas.com
Address	42808 Christy St. Suite 117
	Fremont, CA 94538

6. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Fair Wage/Fair Work

Supplier is not required to pay the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) when providing the Services.

10. Federally Funded Contracts, Grants, and Cooperative Agreements

Grant or Cooperative Agreement

Contract

The Prime Award Number is: _____.

11. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

12. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Matheson Tri Gas.



13. Service-Specific and/or Goods-Specific Provisions

Not applicable

14. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to the negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

15. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 12/14/2021 are hereby amended as follows:

Article 8

Article 9

16. Amendments to Appendix – Data Security

The UC Appendix – Data Security, dated 8/20/2021 is hereby amended as follows: None

17. Amendments to Appendix – Business Associate

The UC Appendix – Business Associate, dated 8/10/2021 is hereby amended as follows: None

18. Amendments to Appendix – General Data Protection Regulation

The UC Appendix – General Data Protection Regulation, dated 4/21/2021 is hereby amended as follows: None

19. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchasing Agreement Template
- b. Attachment B – UC Terms and Conditions of Purchase
- c. Attachment C – Scope of Work
- d. Attachment D – Pricing
- e. Attachment E – UC Appendix – Data Security
- f. Attachment F – UC Appendix – Business Associate (HIPAA)
- g. Attachment G – UC Appendix – General Data Protection Regulation (GFPR)
- h. Attachment H – FEMA Addendum




- i. Attachment I – Federal Acquisition Regulations Appendix
- j. Attachment J – Electronic Commerce Appendix
- k. Attachment K – Site Agreement – Bulk
- l. Attachment L – Site Agreement - Packaged

20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA


Sean Parker (Jan 20, 2024 09:09 PST)

(Signature)

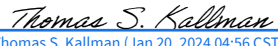
Sean Parker Director

(Printed Name, Title)

Jan 20, 2024

(Date)

Matheson Tri Gas


Thomas S. Kallman (Jan 20, 2024 04:56 CST)

(Signature)

Thomas S. Kallman Chairman & CEO

(Printed Name, Title)

Jan 20, 2024

(Date)



ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the Purchasing Agreement and its Incorporated Documents (collectively, the "Agreement" as defined therein) entered into by the Parties, to which these Terms and Conditions of Purchase are an Incorporated Document, and any UC Purchase Order ("PO") issued by UC for the provision of Services under the Agreement, are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Supplier accepts all the Agreement's terms and conditions in writing only. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. The initial term of this Agreement (as set forth in the Agreement or applicable Incorporated Document thereto) shall commence on the later of the Effective Date and the first day of the first month following the date of first delivery of Product(s) hereunder and shall expire 7 years thereafter (the "Initial Term"). This Agreement shall automatically renew for two (2) successive one (1) year term(s) (each a "Renewal Term"), unless notice of termination is received by either party not less than twelve (12) months (a) prior to the expiration of the Initial Term or each successive Renewal Term or (b) from the effective date of any amendment to this Agreement or any Exhibit(s) hereto. (When used herein, "Term" shall be deemed to include Initial Term and any Renewal Term, as applicable.)
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress and to endanger performance and does not cure such failure within ten (10) business days, or fails to supply the goods and/or services in accordance with the Exhibit(s) outlined in Appendix E. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
E. At any time during the Term, either Party may terminate the Agreement without cause and for its convenience, without obligation or liability of any nature, upon thirty (30) days prior written notice to the other Party.
F. If any of the following appendices are incorporated into the agreement, then they will control in the event that the appendices conflict with the provisions of this Article:
UC's Appendix – Data Security,
Appendix – BAA, and/or
Appendix – GDPR

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or PO, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix (https://www.ucop.edu/procurement-services/procurement-systems/supplier-invoicing-terms-and-settlement-matrix.html). UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or PO number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or PO. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at http://www.ucop.edu/central-travel-management/resources/index.html. Notwithstanding any other provision to the contrary, UC will not be responsible for any interest Supplier wishes to impose. From time to time SUPPLIER may need to recover for unusual or unexpected cost increases including, but not limited to, the costs of complying with federal, state and local laws and regulations involving the storage, transportation, handling and/or disposal of hazardous materials, energy and/or fuel price changes, loss of local production facilities, raw material or commodity supply dislocations, and other similar events which are not under Supplier's reasonable control and which do not arise out of the negligence of Supplier, its officers, employees or agents ("Surcharges"). The amount of the Surcharge will be specifically related to actual and documented costs incurred by SUPPLIER which may vary by the type of Product(s), System(s), service, geographic location, or time. Surcharges shall not include federal, state, or local taxes nor be required by any federal, state, or local agency or authority. If Supplier incurs such Surcharges related to its provision of Goods and/or Services to UC under this Agreement, SUPPLIER may provide documentation of such Surcharge to UC, to UC's reasonable satisfaction, and the Parties will work together in good faith to reach a mutually agreeable solution.



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ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement or Exhibit(s), free from all defects in Supplier's performance, design, skill, and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. In the event of a deficiency, the UC and Supplier will work together in good faith to understand the specific situation and evaluate the best method to mutually resolve and eliminate the deficiency in the future. If Supplier is unable or refuses to correct such deficiencies within ten (10) business days, UC may terminate the local Exhibit/Purchase Order pertaining to the effected location upon thirty (30) days notice. Except as otherwise provided for in this Agreement, UC's sole and exclusive remedy for each unexcused failure of Supplier to deliver Product(s) to UC (i) when requested by UC, (ii) in the amounts requested by UC, and/or (iii) otherwise conforming to the express warranties made by Supplier hereunder, shall be to obtain, at no charge, a quantity of Product(s) and applicable transportation costs from Supplier which Supplier so failed to deliver. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any liability outlined in Article 8 of the Agreement.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel, and supplies sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC find that anyone providing the Services for Supplier is not working to this standard, UC will inform Supplier and Supplier and UC will discuss the event or events leading to such a finding, and Supplier will take reasonable steps to remove such personnel from providing Services to UC under this Agreement and such individual will not again be assigned to provide Services to UC under this Agreement without UC's written permission. . At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents, and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions, and other taxes with respect to such employees, agents, and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost, or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; (iv) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; (vi) and (v) Supplier warrants that the Product(s) delivered to the UC shall comply with the specifications set forth in this Agreement; and APART FROM THE WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, SUPPLIER MAKES NO OTHER WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THOSE ARISING UNDER THE UNIFORM COMMERCIAL CODE ("UCC"), EVEN IF SUPPLIER IS AWARE OF THE INTENDED PURPOSE OF THE PRODUCT(S), SUCH WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED; (b) UC represents and warrants that, throughout the Term, it has the right to enter into this Agreement and to satisfy all UC obligations hereunder.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:



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- a. It complies with California and federal disability laws and regulations; and
b. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
c. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
E. General Accessibility Requirements. Supplier warrants that:
a. It will comply with California and federal disability laws and regulations;
b. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
c. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
H. Debarment, Suspension, U.S. Government Restricted Party Lists. Supplier warrants that it is not on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and is not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing
J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.
K. Supplier warrants that the Goods and Services rendered under this Agreement will not require Supplier to use for UC, or provide to UC to use, "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

Supplier will provide "Timely Notice" to the UC of any changes to the statements, confirmations or representations made in its proposal response or in any information provided as part of the contract award process, including in particular any changes to the certifications or representations made regarding NDAA Section 889. Timely Notice means that Supplier will notify UC in writing within 3 business days of any changes to the representations or confirmations made in relation to NDAA Section 889. Notice shall include the representations or confirmations made and the changes to those representations or confirmations. The notice shall be provided by a Supplier representative authorized to bind the Supplier.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
a. Omitted.
B. Goods and/or Services Not Involving Work Made for Hire.
a. Omitted.
C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation beyond any owed monies or dues from purchases.



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- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

ARTICLE 8 – INDEMNITY AND LIABILITY

Supplier will defend, indemnify and hold harmless UC, its officers, employees, and agents from and against all losses, expenses (including, without limitation, reasonable attorneys’ fees and costs), damages, and liabilities of any kind by a third party resulting from or arising out of this Agreement but only in proportion to and to the extent such losses, expenses, damages or liabilities are caused by or result from the negligent or intentional acts or omissions of Supplier, its officers, employees, or agents.

UC will defend, indemnify and hold harmless Supplier, its officers, employees, and agents from and against all losses, expenses (including, without limitation, reasonable attorneys’ fees and costs), damages, and liabilities of any kind by a third party resulting from or arising out of this Agreement but only in proportion to and to the extent such losses, expenses, damages or liabilities are caused by or result from the negligent or intentional acts or omissions of UC, its officers, employees, or agents.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier’s Breach of Institutional Information and/or failure to cooperate with UC’s response to such Breach. As used herein, “Breach” means:

- a. Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner;
b. Unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and
c. The acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.

ARTICLE 8.1 – LIMITATION OF LIABILITY

- A. LIMITATION OF LIABILITY OF SUPPLIER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR ELSEWHERE, IN NO EVENT SHALL SUPPLIER BE LIABLE TO UC FOR SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY LOSS OF PROFIT OR LOSS OF BUSINESS BY UC, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH POTENTIAL CLAIM, LOSS OR DAMAGE.
B. LIMITATION OF LIABILITY OF UC. UC’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION AND ANY DIRECT DAMAGES OR LOSS TO SUPPLIER’S ASSETS AS DESCRIBED IN ATTACHMENT B SECTION 13 AND 14 PROVIDED, HOWEVER, THAT SUCH LIABILITY LIMITS SHALL NOT APPLY TO (1) DAMAGES CAUSED BY UC’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (2) UC’S OBLIGATIONS TO INDEMNIFY AND DEFEND SUPPLIER PURSUANT TO ARTICLE 8 (INDEMNITY AND LIABILITY) OF THIS AGREEMENT, AND (3) WRONGFUL DEATH CAUSED BY UC.
C. The term “Contract Year” shall mean successive periods of twelve (12) calendar months during the term of the Agreement commencing on the month and day of the Effective Date.

ARTICLE 9 – INSURANCE



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Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - a. Each Occurrence \$ 1,000,000
 - b. Products/Completed Operations Aggregate \$ 2,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. INTENTIONALLY OMMITTED
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. INTENTIONALLY OMMITTED
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for, data protection, and/or cyber liability. Typically referred to as Privacy, and Data Security Liability, Cyber Liability, or, it will cover liabilities for financial loss due to the acts, omissions, or of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information.
 - a. Costs to notify parties whose data were lost or compromised;
 - b. Costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised;
 - c. Costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs;
 - d. investigation, enforcement, fines and penalties, or similar miscellaneous costs; and
 - e. . The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 - P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 - P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 - P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$\$1,000,000 each occurrence and \$1,000,000in the aggregate.
 - P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$1,000,000 each occurrence and \$\$1,000,000 in the aggregate.
- F. Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>
- G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 - H. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 - I. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable.



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Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
 - a. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 - b. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 - c. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 - d. FAR 52.219-8, Utilization of Small Business Concerns;
 - e. FAR 52.222-17, Non-displacement of Qualified Workers;
 - f. FAR 52.222-21, Prohibition of Segregated Facilities;
 - g. FAR 52.222-26, Equal Opportunity;
 - h. FAR 52.222-35, Equal Opportunity for Veterans;
 - i. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 - j. FAR 52.222-37, Employment Reports on Veterans;
 - k. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 - l. FAR 52.222-41, Service Contract Labor Standards;
 - m. FAR 52.222-50, Combating Trafficking in Persons;
 - n. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 - o. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 - p. FAR 52.222-54, Employment Eligibility Verification;
 - q. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 - r. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 - s. FAR 52.224-3, Privacy Training;
 - t. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 - u. FAR 52.233-1, Disputes; and
 - v. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by CFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
 - a. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 - b. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - c. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - d. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
 - e. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, Supplier should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:



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- a. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
b. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
c. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
d. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of



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UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed, or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees to negotiate relief ("relief" is considered where an item decrease is over 4%) notifying the UC of such price decreases, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the PO) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the PO) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.



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ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier’s pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier’s disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier’s employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier’s disclosure. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.
- B. Compliance with Applicable Laws and Industry Best Practices. Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. Confidential Institutional Information. Supplier agrees to hold UC’s Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as “Confidential” at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as “Confidential” within thirty (30) days of such oral disclosure; and (iii) if not marked as “Confidential,” information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier’s Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
 - a. Personally identifiable information,
 - b. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 - c. Medical information as defined by California Civil Code § 56.05,
 - d. Cardholder data,
 - e. Student records, or
 - f. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - i. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.);
 - ii. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - iii. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - iv. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 et seq.);
 - v. The Fair Credit Reporting Act (15 U.S.C. § 1681 et seq), and
 - vi. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. Required Disclosures of Institutional Information. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.



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- E. No Offshoring. Supplier’s transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. Conflict in Terms. UC’s Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. Acknowledgement. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC’s favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: <https://www.ucop.edu/procurement-services/for-ucstaff/sustainable-procurement/sustainableprocurementguidelines.pdf>

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement may constitute a material breach of the Agreement. In the event that the UC suspects that the Supplier has breached its sustainability standards, UC is to provide notice in writing. Within thirty (30) days, both parties will work together in good faith to remedy the situation. If within ninety (90) days, the UC and Supplier are unable to come to terms on a remedy, either party may terminate the Agreement giving a ninety (90) cancellation notice.

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement may constitute a material breach of the Agreement. In the event that the UC suspects that the Supplier has breached its sustainability standards, UC is to provide notice in writing. Within thirty (30) days, both parties will work together in good faith to remedy the situation. If within ninety (90) days, the UC and Supplier are unable to come to terms on a remedy, either party may terminate the Agreement giving a ninety (90) cancellation notice.

- A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission’s (FTC) Green Guides.
- B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 - a. Uses bulk packaging;
 - b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 - c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 - d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 - e. Uses locally recyclable or certified compostable material.
- D. Foodservice Foam Ban. As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. Product Packaging Foam Ban. Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. E-Waste Recycling Requirements. All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.



ARTICLE 23 – INTENTIONALLY OMITTED (PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY)

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term “sub-supplier” means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors.

Specifically, and not by way of limitation, if apprentice occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location’s procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC’s sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will

- a. At Supplier’s expense, provide an annual independent verification (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html) performed by a licensed public accounting firm (independent accountant) or the Supplier’s independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC’s required verification standards and procedures (https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html), concerning Supplier’s compliance with this provision, and
b. Ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes



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available to UC its work papers for UC Fair Wage/Fair Work for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (https://www.ucop.edu/procurement-services/suppliers/fwfw-resources-suppliers.html). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration (“FDA”) and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is:

- a. Recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them;
b. Intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or
c. Intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC’s purchase or lease of any Medical Device or Supplier’s use of any Medical Device in providing Goods and/or Services hereunder, Supplier will:

- a. Perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;
d. Provide UC with reports for a-c. Supplier warrants that all Goods or Medical Devices are compliant with FDA’s most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

ARTICLE 27 – FORCE MAJEURE

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement due to a delay, failure in performance or interruption of service, if such failure in performance or interruption of service is because of a “Force Majeure” occurrence. Force Majeure occurrence means any act, event, condition, or occurrence that (i) wholly or partially prevents the Party claiming excusable delay from performing its obligations under this Agreement (ii) is beyond the reasonable control of and not the result of the fault or negligence of the Party claiming excusable delay and (iii) the Party claiming excusable delay has been unable to overcome by the exercise of due diligence, and to the extent that the foregoing requirements are met, Force Majeure occurrences include, but shall not be limited to, war, blockade, revolution, insurrection, riot, civil disturbance, sabotage, act of terrorism; a change in law; embargoes or sanctions; closing or accidents to assistances to or adjuncts of the shipping or transportation industry and delay of carriers; inability to obtain power or fuel; machinery breakdown; failure of normal sources of supply, rationing or allocation; action or inaction of any governmental authority; state of emergency; landslide; fire; explosion; flood; hurricane; tornado; earthquake; volcano; lightning strikes; hail storms; tidal waves; unusually severe weather conditions for the location of the Consuming Location, taking into consideration severity, duration and time of year of such conditions; an epidemic or quarantine; acts of god; strikes, labor disputes. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Deliveries of Product(s) hereunder shall be made by SUPPLIER from the distribution center(s) normally serving the Consuming Location(s). If sufficient Product(s) from the distribution center(s) becomes unavailable for any reason, including a Force Majeure Event (each a “Product(s) Unavailability”), SUPPLIER may, in its sole discretion, apportion any remaining available Product(s) among its various customers, including the UC. During any Product(s) Unavailability, other than resulting from a Force Majeure Event, SUPPLIER shall also exercise commercially reasonable efforts to obtain replacement Product(s) from other sources within SUPPLIER’s regular production and distribution center(s) or from other third parties, until such time as the Product(s) Unavailability ceases. SUPPLIER shall notify UC in writing of any such Product(s) Unavailability and, if applicable, the source and additional costs of any replacement Product(s). UC shall, within three (3) business days’ receipt of such notice, inform SUPPLIER whether it accepts such replacement Product(s) (including the additional costs, if any) or decline such replacement Product(s).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING



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Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

- a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
c. Changes in the status of the parties;
d. Changes in flow down terms from external parties; and
e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; LIMITATION OF LIABILITY, USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC FURNISHED PROPERTY; COOPERATION; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX–GDPR.



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ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by employees in the American Federation of State, County, and Municipal Employees (AFSCME) Patient Care Technical (EX) and Service (SX) bargaining units. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; security services; billing and coding services; sterile processing; hospital or nursing assistant services; and medical imaging or other medical technician services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and Article 5 of the AFSCME EX and SX Collective Bargaining Agreements, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier shall be prepared to report to UC the total hours worked by each employee or contract worker (collectively the “Worker”) who performed services on behalf of Supplier pursuant to this Agreement. Upon request Supplier shall report each worker’s name and hours worked providing covered services to UC. Failure to comply with the wages or reporting requirements of this clause will be considered a breach of this Agreement.

Supplier fully acknowledges that should any Worker work (i) 1,000 hours in a rolling twelve (12) month period; or (ii) 35% time over a rolling thirty-six (36) month period on behalf of Supplier pursuant to this Agreement, that Worker will be deemed a “qualified individual” (“QI”) and will be eligible for UC employment. Supplier acknowledges and agrees that should UC make an offer of employment to any QI, and/or if the Worker accepts employment with UC, UC will not be in breach of this Agreement or in violation of any other legal obligation it has to Supplier.

Upon UC’s request, Supplier also agrees to provide verification of an independent audit of wage and benefit parity compliance. This audit must be performed by Supplier’s independent auditor or independent internal audit department and at Supplier’s expense. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving request.

A. University Commodity Program Expectations

The requirements set forth in this section are in addition to the terms in Attachment A and are provided to assist Suppliers in understanding the scope of work required by this RFP. Suppliers may modify or except these requirements, however, University reserves the rights to reject or negotiate any modified or except Bids without limitation.

1. Communications

- A) Supplier agrees to hold regular business reviews, as determined, and requested by the University.
- B) The standards of conduct to which the Supplier, University and their respective employees and agents are held shall always consist of appropriate and ethical behavior. In addition, all Supplier/University interactions must adhere to all Federal and State laws as well as UC System-wide and University policies which govern said interactions. Governing laws and policies include, but are not limited to, the California Political Reform Act of 2001, The State Fair Political Practices Act, UC Business & Finance Bulletin G-39 and any applicable departmental policies (e.g., UCSF Industry Relations Policy 150-30)
- C) All promotions and marketing to the University must be provided to UC Strategic Sourcing for approval prior to rollout to campus.

2. Products

Product Certification

- A) Suppliers shall certify and warrant that, to the best its knowledge, all products sold to the University under any awarded Contract:
 - Are provided to the University in the manufacturer's original packaging unless otherwise requested by the University
 - Are manufactured and sold or distributed to Supplier for retail sales in the United States
 - Are sold to the Supplier from legal and reputable channels, which are understood to be the manufacturer or authorized representatives of the manufacturer
 - Are not altered or misbranded within the meaning of the Federal and State laws applicable to such products
 - Are not produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction

Supplier warrants that Supplier is the legal and rightful owner of the Products, or that it is legally licensed and/or authorized to sell and/or distribute the Products. All Products delivered under the awarded Contract will be free and clear of all encumbrances of any kind. Other than expressly set forth in awarded Contract, any warranty with respect to the Products must come from the manufacturer. Supplier will pass through to University any applicable manufacturer warranties, to the extent

transferable, and will assist University to the extent practicable, in resolving any warranty issues with the manufacturer.

Supplier will replace or accept any catalog Product that:

- Is defective upon receipt
- Does not meet product specification per catalog description

Volume Allocation Supplier agrees that any volume allocation during the length of the contract will be based on an average over the previous ninety (90) days.

B) Warranties

Supplier agrees that the Products furnished under the awarded Contract shall be covered by the most favorable commercial warranties the Supplier gives to any customer for the same or substantially similar Products, and that the rights and remedies so provided are in addition to and do not limit any rights afforded to University by any other article in the awarded Contract and any subsequent Contract. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the Products by University, and in all cases shall commence upon acceptance of the Products by University.

3. Order Management

A) Product Definitions:

- i) “Standard Product”: Deliveries of Product that are specifically incorporated into the site-specific Appendix where there is mutual agreement between the UC and Supplier on Estimated Monthly Volume, On-Hand Cylinder Volume, & Frequency of Delivery. Products that meet these definitions are commonly purchased products where the UC is taking product at least 1 x per month.
- ii) “Non-Standard Product”: Products that fall outside the scope of the site-specific Appendix and/or catalog price list where Supplier may not be reasonably stocking such product for the UC.

B) On Time Delivery

During the term of any awarded Contract and any extension(s) of such term, Supplier agrees to maintain a minimum of ninety-eight percent (98%) on time delivery “OTD”. OTD can be better described as an order from the UC to the Supplier for “standard product” where the Supplier accepts the order and acknowledges the delivery date. Additionally, the Supplier is responsible for delivering the correct quantity on the acknowledgement date. In the event an event occurs preventing the Supplier from achieving the acknowledged order, Supplier shall provide the UC with notice. If both parties agree to a revised delivery date/time based on the provided circumstances, the scenario will not impact the “OTD” attainment. OTD will be reviewed quarterly for any necessary adjustments.

C) Substitutions

Attachment C – Statement of Work

No substitutions with alternate items for products ordered will be permitted except with the express prior written approval from the authorized UC personnel. Supplier shall not substitute and/or interchange a different brand or generic product or package size, other than the specific product ordered, without express written authorization from the University. Any substitute made where there is no alternative item for the University to consider should have a price increase cap of 30% for the first year.

D) Minimum Order

There shall be no minimum order requirement during the term of the awarded Contract and any extension(s) of such term for campus user unless specifically outlined on any of the Exhibit(s) here to.

E) Order, Packaging, and Labeling

Supplier will individually package and label every UC order with the following information:

- Purchase order number.
- Product description, quantity and catalog number of the Product ordered.
- Any other information, as may be requested by the University and mutually agreed upon by University and Supplier

Packing slips shall be attached to the outside of the package such that it can be inspected by University at the requesting department and/or receiving dock. In case of multi-box shipments, the packing slip will be attached to the outside of box 1 of "x".

All invoices, packing lists, packages, shipping notices, and other written documents shall contain the applicable University purchase order number or order reference number.

F) Sustainability

Supplier will work with UCOP Strategic Sourcing and campus end users to identify opportunities to propose, socialize and implement Gases recapture systems as well as other sustainable product substitutions.

G) Order Procedures

Orders that state pricing that reflects the current and approved awarded Contract pricing shall be deemed accurate and shall be binding when transmitted by University to Supplier. Each such order for any Products covered by the awarded Contract of this RFP and all documents issued as a result thereof, shall be governed by the awarded Contract. Each order shall specify the quantity, description and price and delivery point.

- Supplier agrees to acknowledge receipt of all orders to the UC of record identifying the receipt of the order and advising the expected ship date of goods. Supplier agrees to work with the University to identify the method of order acknowledgement.

- Supplier agrees to immediately notify the UC of record of the estimated delivery date for nonstandard, discontinued, and/or out of stock product.
- All invoices, packing lists, packages, shipping notices, and other written documents shall contain the applicable University purchase order number.
- The terms and conditions of this agreement will apply to all products purchased while the agreement is active ANO for the duration of the use of the product even if this agreement is terminated for any reason.

4. Delivery

A) Shipping Terms for Standard Delivery

F.O.B Destination, Freight Prepaid and Allowed. Delivery charges and risk of loss will be borne by the Supplier. The campuses retain the right to substitute their own freight programs. Supplier will work with campuses to create a program.

B) Last Mile (Single Point Delivery Discount)

Upon completion of initial delivery of Product(s), UC shall be deemed to have accepted the installation of the applicable System(s). The definition of System shall include cylinders, liquid cans, cradles and/or any other gas storage vessel provided by the Supplier. Supplier shall not be obligated, but shall if so requested, have the right to make deliveries of Product(s) in a quantity less than seventy five percent (75%) of or in excess of one hundred ten percent (110%) as outlined on the site-specific Appendix of Buyer's Estimated Monthly Volume. If UC continues to request Nonstandard Deliveries that specifically fall outside of 75/110 for a period of ninety (90) consecutive days or more, Supplier shall provide documentation to the UC of Supplier obstacles and cost implications. UC & Supplier shall work together in good faith to understand if prices need to be altered to compensate Supplier for the additional distribution, CAPEX or OPEX incurred to maintain the expected level of service.

SUPPLIER may refuse to deliver Product(s) to the Consuming Location if SUPPLIER reasonably believes that the Consuming Location itself, the area surrounding the System, the access way to the System, or the condition of UC's storage vessel or system is unsatisfactory, unsafe or violates SUPPLIER's safety protocols or any applicable law or regulation at any time during the Term of this Agreement.

SUPPLIER shall advise UC of the reasons for non-delivery as soon as reasonably practical and may condition future deliveries of Product(s) to completion of corrective action by UC, to the reasonable satisfaction of SUPPLIER; (c) All Product(s) shall be delivered F.O.B. SUPPLIER's delivery vehicle or SUPPLIER's production facility if SUPPLIER's delivery vehicle is not used, and title and risk of loss or damage as to Product(s) shall pass to UC at such time; (d) SUPPLIER shall have the right to install telemetry systems with the System(s). It shall be solely UC's responsibility to monitor its inventory of Product(s), regardless of whether SUPPLIER installs a telemetry system for measuring the Product(s) inventory in the System(s); (e) UC will allow SUPPLIER to make deliveries twenty-four (24) hours per day, seven (7) days per week for Bulk Product. UC will allow SUPPLIER to make deliveries 5 days per week

between the hours of 6:00AM – 5:00PM PST for all other products. In the event UC requires deliveries on a more restrictive basis, causes frequent delivery delays, requests the delivery of Product(s) upon less than forty-eight (48) hours prior written notice or otherwise changes the terms of SUPPLIER's access to the System(s), then UC will reimburse SUPPLIER for any additional costs incurred by SUPPLIER; and (f) If UC continues to request and/or accept deliveries of Product(s) after the expiration of the Term, then, it is in SUPPLIER's sole and absolute discretion to provide any services, if at all.

5. Invoicing and Payment

A) Invoicing

Invoices for UC Purchase Order releases against the awarded Contract shall be submitted by the Supplier and only for goods and services delivered and invoices transmitted through CXML/electronic format. The University will only accept electronic invoices and paper invoices. Supplier will work with individual campuses to enable electronic invoices within three (3) months of award.

B) Payment Options

The following payment options will be made available to University:

- Payment by procurement card at the time the product is shipped.
- Payment by purchasing ghost card following receipt and reconciliation of electronic or paper documentation of transaction or accumulated charges for the specified billing period.
- Payment by check or electronic fund transfer following receipt and reconciliation of electronic or paper documentation of transaction or accumulated charges for the specified billing period.

C) Interest Charges for Late Payment

University will take all reasonable action to ensure payments to Supplier are not delayed. However, in the event payment is delayed beyond the 45 day period, University shall not authorize and will not accept late charges that are added to accounts. No campus shall be denied service or goods due to an account or several accounts that have past due invoices until the following escalation process has been completed:

- Supplier has provided UC with proper invoices that contain the proper purchase order, price, and meet all other terms and conditions as set forth in Attachment D.
- Supplier has notified the UC of past due payment via email or phone or other method of communication.

Attachment C – Statement of Work

- Supplier has provided demand letter to UC requesting the past due amount be paid in full.
 - Supplier has notified the UC contact as listed on Agreement of such failure.
 - If within fifteen (15) business days, the payment has not been received, Supplier shall provide notice to UC of its intent to place the account on hold within five (5) business days.
- D) All payments for bulk product deliveries shall be due to SUPPLIER hereunder shall be made to SUPPLIER at the location or the bank account indicated on SUPPLIER's invoice without set-off or withholding. Invoices shall indicate Product volumes in cubic feet of gas measured at 70° Fahrenheit and one (1) atmosphere of pressure using standard conversion tables, as applicable All invoices shall be due and payable by UC within thirty (30) days from the date of invoice (or upon demand if reasonably deemed necessary by SUPPLIER), and such invoices shall be conclusively presumed to be correct unless UC objects to any charges therein within thirty (30) days of the date of invoice

6. Service Standards

A) Minimum Service Standards

These "standard products" are defined for any non-stocked and/or special order gases will not fall under the service standards below. During the term of the awarded Contract, and any extension(s) of such term, Supplier shall provide a quarterly report to UCOP detailing each Campus's activity for the previous quarter for the following minimum service standards:

- Normal delivery-within 2 business days
- Pick up returns-98% within 2 business days
- Request for reports - within 5 business days
- "OTD" Standard Product - 98%
- OTD "Non-Standard Product": 94%
- Delivery accuracy - 98%
- Delivery, on-time -98%
- Invoice/billing accuracy- 98%
- Customer service satisfaction - Supplier will work with UC to solicit feedback from campuses as part of the business review process
- Rush Delivery - within 1 day ARO. Applicable services charges apply for any rush delivery depending on the nature of the service request.
 - \$250 for Rush Deliveries by Supplier
 - \$750 for Rush Deliveries by 3rd Party (Only used if absolutely necessary)

- Returns -30 Business Days from Shipment
- Credits-within 10 Business Days
- Quote Turnaround – within 1 Business Day

7. Pricing

A) Net Pricing

The prices quoted by Suppliers in response to this RFP shall be University net price including the various services, including certificates and shipping to be provided. There shall be no separate charges, fees, handling or other incidental costs unless services like “Rush Delivery” or “Next Day Air” Delivery methods that are outside of the frequency and requirements outlined on the Exhibit(s) here to.

B) Price Protection

After one year from the Effective Date, prices shall not increase more than once in each successive twelve (12) month period. Seller shall provide UC with a thirty-day written notice prior to the effective date of any price increase. No annual price increase will exceed the 4% of sales, whichever is lower. The price increase percentage will be measured on an aggregate basis taking into account the total Product offering. Furthermore, the aggregate basis is calculated solely upon the actual Products purchased by UC in the actual quantities purchased. No single product shall increase in price more than the adjusted percent change ending the month prior to the Anniversary date on the Agreement. In the case of any price increase(s) for these individual gases Supplier will provide a thirty (30) day notification outlining the justification for the price increase. Supplier and UC shall work together in good faith to implement. If, in Seller’s opinion, relief from limitations on price increases outlined in the Agreement becomes necessary, Seller may request relief in writing. Seller shall provide documentation outlining its requirement for relief. If the parties have not agreed to a mutually satisfactory resolution of Seller’s request within thirty (30) days of Buyer’s receipt of such request, or if Seller does not agree to rescind its request for relief within said thirty (30) day period, either party may, within ten (10) days after said thirty (30) day period, terminate the product(s) in question from the Agreement effective not less than thirty (30) days after giving notice of such termination. No product replacement due to discontinuation shall reflect an increase more than 10% in the first year. If Supplier’s catalog price or price of Products are reduced, and reduced prices are below electronic catalog pricing, and greater than 4% University shall benefit from a corresponding price reductions systemwide. Therefore, it is essential that manufacturer price decreases be passed on to University and the supplier agrees to do so. Further, it is incumbent upon the supplier to provide notice to the UCOP contract administrator of all such price changes in a timely manner.

8. Strategic Incentives

A) Sustainability

Seller agrees that it shall collaborate and work in good faith in furthering the University's sustainability goals including, without limitation, identifying suitable opportunities for the reduction of carbon emissions and waste relating to the supplies provided under this Agreement.

UC expects Seller to begin CSR Assessment with EcoVadis, within 180 days of Contract signing for purpose of establishing a baseline and/or creating plan for targeted improvements (if below average score). UC shall use the EcoVadis assessment as part of the Seller's evaluation and may be part of an ongoing Sustainability Business Review. Up-to-date information regarding the UC Sustainable Procurement Policy can be found on the link below.

<https://ucop.edu/sustainability/policy-areas/sustainable-procurement/index.html>

The University of California will receive annually 2% of sales, from Seller, to support sustainability programs and initiatives in the laboratory and research areas and to support the UC's carbon neutrality, zero waste, and diversion goals, payable to the UC Regents. Sustainability program participation is subject to UC maintaining Seller's "Strategic Supplier". Seller shall make the sustainability payment to UC no later than forty-five (45) days following the beginning of each contract year. If this Agreement is terminated prior to the end of the term for any reason, Seller will pay up to the termination date.

B) E-Commerce Incentive

The successful Supplier(s) that are not participating in the OMNIA National program will be required to provide an additional yearly E-Commerce incentive of 2% for a Hosted Catalog and Punch-Out catalog. The amount of yearly E-Commerce provided to each UC location shall be calculated on the yearly E-Commerce sales to each location. E-Commerce is all sales from web application(s). Catalog(s) refers to the list of detailed product information, Agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-Out catalog, a Hosted catalog or in a combination. This may include the creation of multiple Hosted catalogs. Hosted Catalog means a catalog that is a properly formatted computer file supplied to UC locations. Suppliers that are certified Small Businesses (SB), Women-Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprises (DVBE) are excluded from this requirement.

(eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

C) Last Mile Delivery

Last Mile Delivery. Also referred to as "Storehouse Model" on Sheet 3 of Attachment C. Currently UCSF, UCSD, UCD, UCLA and UCR all have a single point delivery model in place. After agreements are made with the awarded Supplier, products will

be delivered to a centralized receiving's location, at which time, will be delivered by the UC to the end user. The Products may be delivered individually, or as mixed pallet(s), as determined by each campus location. Regardless of delivery to the centralized receiving location, each product must be labeled appropriately for delivery to end customer (could be bulk volume quantity purchase or one off). Seller will defray the Last Mile Delivery costs based on a Capitated Redelivery Charge, at a 2% rate, agreed upon between the Seller and the individual UC campuses. This will not be in addition to any E-Commerce incentives. This will be provided to the Last Mile campuses via rebate at quarterly intervals.

9. Auditing Requirements

Any awarded Contract and any orders resulting therefrom shall be subject to examination and audit by the University for a period of five (5) years after final payment. University shall provide reasonable advance notice to Supplier, and the examination and audit shall be confined to those matters connected with the performance of the awarded Contract, including, but not limited to, the costs of administering the awarded Contract. Any such audit shall be conducted without business disruption to Supplier and shall be at the sole cost of the University.

10. Cylinder Management Program

Any awarded supplier will provide a quarterly report of the UC cylinder balance. The method needs to be specific enough to know where any given cylinder is (to the best of supplier's ability) at any time, and reporting must be robust enough to capture campus, gas, quantity, delivery location, and Purchase Order/Invoice information. Supplier will conduct a cylinder inventory audit on request and report findings to the University at no cost. The University shall be held harmless and without financial responsibility for any cylinder, not previously identified by the Supplier as missing over 5 years old.

11. Inventory Acquisition Plan

In the instance University will be changing suppliers as a result of this bid. The University expectation is that any apparent Supplier(s) must partner with campus on an acquisition. Supplier shall not be obligated to purchase the incumbent suppliers unaccounted for cylinders but may, at its sole discretion, choose to negotiate in good faith with the UC to support a mutually beneficial resolution to the specific campus, department, or research groups obstacle as it pertains to cylinder loss of use. The Supplier and the UC agree to assess every service location in the following order:

- Supplier & UC conduct a site survey which includes, but is not limited to:
 - o Safe Site Survey: Truck Delivery, Physical delivery, & UC Cylinder location(s), Site Service Requirements: Store Room Model, Lab, or Full Service?
 - o On-Hand Asset Requirements: UC requirement for cylinders, liquid cans, packs, etc.
 - o Annual Volume Requirements
 - o Delivery Frequency
 - o Order Method Preference
 - o Payment Method: Credit Card, Portal, ACH, Wire, etc.

- Determine Standard vs Non-Standard Product requirements.
- Supplier to support the UC in understanding their current cylinder balances and the most effective way to transition service based on the information received.
- Supplier and UC execute Exhibit outlining all commercial items (as noted above) and determine an integration date.

12. Liquid Nitrogen Bulk Delivery Standards

- A) Bulk Delivery refers to bulk and/or microbulk systems that are greater than 1500 Liters. Any bulk will be subject to the terms and conditions of this Agreement as a result of the RFP solicitation.
- B) The University cannot have liquid nitrogen supply disruption to service during installation/implementation. Suppliers will provide a response with their plan for no disruption in Attachment to their responses. Supplier will be responsible to work with the incumbent supplier to ensure no disruption to service during implementation and any incumbent shut-off.
- C) University requires a system for each tank location, complete with evaporators, taps and telemetry and any other operational equipment and materials (hereinafter “System”) to deliver product to the buildings, and liquid to portable dewars provided by the University. Evaporators shall be appropriately sized per the above flow rates. The University requires the telemetry on the System so the Supplier is notified and responsible for determining delivery needs and system failures. This turnkey telemetry technology shall monitor and track the LN output of each system, current LN levels, diagnose underperformance, and component failure such as leak detection. For example, if a valve is leaking, Supplier shall repair equipment prior to failure causing a disruption in service.

Provided System equipment, materials, and all associated services shall adhere to all applicable codes and requirements.

System design documents shall be prepared, stamped, and signed by an engineer or engineers licensed in the State of California.

Supplier shall expect LN blow-off during installation and implementation and any excess product utilized other than to properly commission the tank for use will be financial responsibility of Supplier. Supplier shall operate, maintain, and repair the System in a manner that will not obstruct or interfere with University’s use of the grounds or the rights of any other occupants of the University. Supplier will not injure, cause continual noise, or annoy any occupants of the University. In the event such interference occurs, Supplier agrees to take all reasonable steps necessary to eliminate such interference promptly, but no later than two days from notification by the University.

Liquid Nitrogen levels should be maintained above thresholds at which performance can be compromised. This level may be defined per location.

Attachment C – Statement of Work

- D) All service and repair work shall be performed by trained and qualified maintenance and repair personnel, directly employed, and supervised by the Supplier, except as otherwise expressly provided. All included preventative maintenance, repairs, troubleshooting, testing, routine adjusting, and service procedures shall be performed by Supplier. Supplier shall log all call-backs and labor hours on a call-back log or separate time report. All troubleshooting performed during normal working hours shall be performed at no additional cost to the University. If maintenance or repair is needed that may require a shut-down of the System, Supplier will provide University with written notification five business days in advance of scheduled shut-down.

Supplier shall provide sufficient qualified back-up personnel to provide service coverage and minimum maintenance requirements per this specification in times of labor shortages due to vacations, illnesses, labor disputes and inclement weather. Supplier shall provide, always, adequate, and expert managerial and administrative supervision and support for its employees assigned to perform the services under this specification, including relevant training and technical support. Supplier shall provide all support, including labor, travel time, per diem, consumable materials, equipment, and tools, including OEM required diagnostic service tools and software or equivalent, necessary to maintain all equipment under this agreement in top operating condition. It shall be the Supplier's responsibility to identify and immediately report to the University any components in need of replacement or repair or any other equipment deficiency. All repairs and/or troubleshooting and/or adjustments to the equipment performed by the Supplier shall be immediately reported to the University's Designated Representative for each system location. Supplier shall provide maintenance, troubleshooting, repair, testing and call-back service as covered in this agreement on a continuous basis, regardless of labor disputes, strikes or other similar interruptions.

The Supplier shall provide a single point of contact, which shall coordinate the scheduling of supply deliveries, service crews, temporary substitution of crews, all billing issues, and all other business conducted with the University under the provisions of the Agreement. The Supplier's contact person shall meet with the University's Designated Representative (which will vary by location) within two weeks of the Award notification, and as mutually agreed throughout the life of the Agreement.

Except in the case of a Force Majeure, if Supplier fails to meet the delivery/fill needs of the University and/or leaves a tank not functioning, empty, or below operational levels, Supplier will pay University, or University may, at its option, offset against future payments due, an amount equal to 125% of the annual Agreement price, costs (including lost revenue), whichever is higher. University will also have the option of terminating the contract if Supplier fails to cure, or if Supplier fails to begin cure process after having received University's notice of failure within ten business days.

13. BULK STORAGE SYSTEM

- (a) SUPPLIER shall: (1) Deliver at the Consuming Location(s), at BUYER's sole expense, a bulk storage system or systems including any safety and control apparatus, telemetry systems, low-temperature devices and vaporization equipment associated therewith that SUPPLIER determines are reasonably adequate to meet BUYER's Estimated Monthly Volume (the "System(s)"). "System" shall include all of the foregoing equipment, safety and control apparatus and other devices and systems up to but excluding the point of connection with BUYER's piping but shall not include any storage vessel or system owned by BUYER; (2) Install such System(s) upon concrete foundation(s) or other improved area(s) in the Consuming Location(s) acceptable to SUPPLIER and connect said System(s) to piping installed by BUYER; (3) Maintain and repair said System(s) according to SUPPLIER's standard practices and carry out, at BUYER's expense, an annual safety inspection of each System. If SUPPLIER has agreed to deliver Product(s) to a bulk storage system owned by BUYER, SUPPLIER may, at BUYER's request and expense, maintain and/or perform safety inspections upon such bulk storage system; (4) In connection with the maintenance and repair of the System(s), shut down the System(s) (whether scheduled in advance and notified to BUYER or not) or remove said System(s) from the Consuming Location(s) and substitute it for a System(s) of appropriate type and size if, in the sole opinion of SUPPLIER, the System(s) require(s) maintenance or repairs that cannot be performed in a safe and/or practical manner at the Consuming Location(s). SUPPLIER may also replace or substitute the System(s) if BUYER's monthly consumption of Product(s) changes significantly; and (5) On or before the initial delivery of the Product(s), make available to BUYER copies of such Safety Data Sheets ("SDS") as required by law, and provide electronic copies upon BUYER'S request.
- (b) BUYER shall, at BUYER's sole cost and expense: (1) Provide and always maintain a clean and safe site at the Consuming Location(s), on conditions acceptable to SUPPLIER. Provide a concrete foundation(s) or other improved area(s) reasonably acceptable to SUPPLIER that meets all applicable federal, state and local requirements for placement and installation of the System(s) and delivery and storage of the Product(s). Such site shall be free from overhead and underground obstacles; (2) Provide fencing and security around the System(s) and prevent any person not expressly authorized by SUPPLIER from tampering with, repairing, moving or accessing the System(s). BUYER shall provide and/or reimburse SUPPLIER for the costs and expenses of any certificates, permits, governmental or insurance company annual inspection fees for the System(s). System(s) shall remain in the sole and exclusive possession of BUYER for the Term, unless removed by SUPPLIER as specified in Section 4(a) above; (3) Install and maintain in good condition all piping, connections and apparatus necessary for distribution of Product(s) from the System(s), complying with the technical specifications set forth in Exhibit A; (4) Furnish and pay for lighting, water, telephone lines, power and steam and other applicable utilities as required for the System(s). BUYER shall reimburse SUPPLIER for any additional costs (including engineering costs) required to design, certify, or make changes to any existing or new concrete foundation(s) for the installation and placement of the System(s); (5) On or prior to delivery and installation of the System(s), BUYER shall deliver to SUPPLIER an easement, waiver of rights in the System(s) or such other documentation as may be necessary, from BUYER or, if BUYER is not the owner of the Consuming Location(s), from the owner of the Consuming Location(s), acknowledging SUPPLIER's ownership in the System(s) and granting to SUPPLIER and SUPPLIER's representatives unfettered entrance to the

- Consuming Location(s) and access the System(s) at all times for the Term; (6) On or prior to delivery and installation of the System(s) and on each anniversary of the Effective Date during the Term, BUYER shall deliver to SUPPLIER a copy of the commercial liability insurance policy (or renewal thereof if applicable) for the Consuming Location(s) identifying SUPPLIER as an additional insured; (7) Notify SUPPLIER immediately of any unsafe or irregular condition or occurrence involving the System(s), including any damage to, malfunction of or changes in the System(s). BUYER shall not, and shall not allow any third party to, tamper with, maintain, modify or repair the System(s) without the prior written consent of SUPPLIER; (8) Provide an access roadway and area adjacent to all System(s) acceptable to SUPPLIER to facilitate delivery of Product(s) and the parking of SUPPLIER's delivery vehicles. If the Product is an oxidizer, the aforementioned hard-surface parking area must be constructed of concrete; (9) Prohibit the use or storage of oil, grease or lubricants or any hazardous, flammable or combustible materials in, on or near the System(s) and/or the concrete foundation on which the System(s) is located or the Product(s) is delivered; (10) Comply with all applicable laws, regulations, rules and ordinances applicable to the Consuming Location(s) related to the System(s), the delivery by SUPPLIER of Product(s) and BUYER's use and storage of the Product(s) and System(s) including, but not limited to, zoning, licensing, permitting and all applicable environmental, health and safety laws and regulations, including but not limited to (i) relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)), or reporting obligations under other laws or regulations, resulting from the presence, use or accidental release of the Product(s) supplied under this Agreement, and (ii) the Occupational Health Act of 1970 and the implementing regulations of the Occupational, Safety and Health Agency, and State equivalents, including but not limited to the Hazard Communication Standard; (11) Reimburse SUPPLIER at SUPPLIER's then-prevailing rates for the cost of any temporary System(s) used during the installation, modification, repair and/or relocation of the System(s); (12) Pay to SUPPLIER its costs to (i) deliver and remove the System(s) to/from the Consuming Location(s) from/to the point of storage or manufacture, as the case may be; (ii) inspect the System(s) as required by applicable law; and (iii) provide labor, parts, and materials for any service call made by SUPPLIER for any reason except for routine maintenance performed upon System(s) by SUPPLIER; (13) To the extent required under applicable environmental, health and safety laws and regulations, BUYER will, among other things, develop and implement a written chemical hazard communications program for BUYER's employees with respect to the Product(s). BUYER will not use the Product(s) without first consulting the SDS. BUYER shall provide all persons who might become exposed to the Product(s) with copies of the SDS and such other training and precautionary measures as necessary, including at a minimum those required by applicable laws and regulations, to avoid any damage or injury. SUPPLIER will have the expectation of providing recommendations but cannot develop program on BUYER behalf.
- (c) Notwithstanding the manner in which the System(s) may be affixed to any real property, the System(s) shall be deemed to be personal property of SUPPLIER and not a fixture. BUYER shall not suffer or allow said System(s) to become subject to any lien, claim or encumbrance, and shall promptly cause any such lien, claim or encumbrance to be released. BUYER shall not remove any labels or evidence of ownership affixed to the System(s). Title to all System(s) shall at all times remain with SUPPLIER and, upon termination of this Agreement at the end of the Term or

otherwise, SUPPLIER may, subject to Section 5(b) of this Agreement, remove the System(s), at BUYER's expense, without notice or consent. To the extent any refurbishment to the System(s) is required in order to redeploy the System(s), BUYER shall pay to SUPPLIER a refurbishment fee not to exceed fifteen percent (15%) of the total Monthly Service Charges due during the applicable Term for such System(s). BUYER hereby authorizes SUPPLIER to execute and file any security and/or title documents as may be necessary or advisable to evidence SUPPLIER's title to the System(s), including filing UCC financing statements regarding such System(s), and shall reimburse SUPPLIER for all such expense.

- (d) If, in SUPPLIER's or BUYER's opinion, additions and/or modifications to the System(s) are required or the System should be relocated (whether due to changes in BUYER's methods or locations of use, changes in the accessibility to the System(s), changes to SUPPLIER's or BUYER's internal safety protocols or changes required by law) SUPPLIER may make such addition, modification and/or relocation as SUPPLIER deems reasonably necessary if approved by the BUYER, at BUYER's expense. In such an event, the Service Charge may be increased or decreased in accordance with SUPPLIER's then-prevailing prices and rates for such additional or different System(s) and a new Renewal Term shall begin from the date such addition, modification and/or relocation is completed. BUYER agrees that the minimum size System(s) to be installed by SUPPLIER shall be capable of storing a six (6) week supply of Product or enough Product to support two (2) days of continuous consumption by BUYER, whichever is greater, based upon either BUYER's Estimated Monthly Volume or its applicable Product consumption during the prior six (6) months.
- (e) It is expressly agreed that, until the System(s) are returned to SUPPLIER, all risk of loss or damage to the System(s) is hereby assumed AND SHALL BE BORNE by BUYER (REGARDLESS OF THE CAUSE OR ANY DEGREE OF NEGLIGENCE BY SUPPLIER OR FOR BREACH OF WARRANTY OR CONTRACT OR FOR STRICT LIABILITY) unless caused by the gross negligence or WILLFUL MISCONDUCT of SUPPLIER. For System(s) damaged beyond repair, BUYER shall pay to SUPPLIER, on demand, the full replacement value of the System(s) at SUPPLIER's then-PREVAILING PRICES AND RATES. For damage to System(s) that SUPPLIER is able to repair, BUYER shall pay SUPPLIER the actual costs of the repairs. BUYER shall maintain adequate fire and extended insurance coverage for the benefit of SUPPLIER covering such System(s) AND SHALL PROMPTLY PROVIDE EVIDENCE THEREOF (INCLUDING EACH ANNUAL RENEWAL) TO SUPPLIER.
- (f) If BUYER's requirements for Product(s) cease to exist prior to the expiration of the Term for any reason, BUYER will reimburse SUPPLIER for the costs of removing the System(s). However, unless otherwise agreed by the parties in writing, the removal of any or all of SUPPLIER's System(s) shall not be deemed to be a termination or rescission of this Agreement.
- (g) In the event that BUYER requests that SUPPLIER deliver Product(s) to BUYER's bulk storage system, BUYER shall be solely liable for the maintenance of such storage system, provide adequate training to SUPPLIER's delivery personnel regarding such storage system.

14. CYLINDERS.

(a) UC shall, at UC's sole cost and expense: (i) Provide and/or reimburse SUPPLIER for the costs and expenses of any applicable certificates, permits, governmental or insurance company annual inspection fees for the services. (ii) Notify SUPPLIER immediately of any unsafe or irregular condition involving any Cylinder, including any damage to or malfunction of the Cylinder(s). UC shall not tamper with, modify or repair the Cylinder(s). (iii) Prohibit the use or storage of oil, grease or lubricants or any flammable or combustible materials in, on or near the Cylinder(s). (iv) Comply with all applicable laws, regulations, rules and ordinances concerning SUPPLIER's delivery and UC's use and storage of the Product(s) and Cylinder(s) including, but not limited to, zoning, licensing, permitting and all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§11001-11049 (EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)) resulting from the presence of the Product(s) supplied under this Agreement. (b) UC shall not suffer or allow said Cylinder(s) to become subject to any lien, claim or encumbrance. UC shall not remove any labels or evidence of ownership affixed to the Cylinder(s). Title to all Cylinder(s) shall at all times remain with SUPPLIER and, upon termination or expiration of this Agreement, SUPPLIER may remove the Cylinder(s) without notice or consent. Cylinder(s) shall remain in the sole and exclusive possession of UC for the Term unless removed by SUPPLIER. (c) until the Cylinder(s) are returned to SUPPLIER, all risk of loss or damage to the Cylinder(s) is hereby assumed by UC unless and to the extent caused by the gross negligence or WILLFUL MISCONDUCT of SUPPLIER. For Cylinder(s) damaged beyond repair, UC shall pay to SUPPLIER, on demand, the full replacement value of the Cylinder(s) For damage to Cylinder(s) that SUPPLIER is able to repair, UC shall pay SUPPLIER the actual costs of the repairs. UC covenants that it shall maintain adequate fire and extended insurance coverage for the benefit of SUPPLIER covering such Cylinder(s). (d) UC shall not permit any other Supplier than SUPPLIER to fill the Cylinder(s) with Product(s).

(b) Supplier shall not suffer or allow UC Cylinder(s) to become subject to any lien, claim or encumbrance. Supplier shall not remove any labels or evidence of ownership affixed to the Cylinder(s). Title to UC Cylinder(s) shall at all times remain with the UC and, upon termination or expiration of this Agreement, UC may retrieve cylinders. Cylinder(s) shall remain in the sole and exclusive possession of UC for the Term unless removed by SUPPLIER. (c) until the Cylinder(s) are returned to UC, all risk of loss or damage to the Cylinder(s) is hereby assumed by Supplier unless and to the extent caused by the gross negligence or WILLFUL MISCONDUCT of UC. For UC owned Cylinder(s) damaged beyond repair, Supplier shall pay to UC, on demand, the full replacement value of the Cylinder(s). For damage to Cylinder(s) that UC is able to repair, Supplier shall pay UC the actual costs of the repairs.

Delivery to floor and include hookup	HY 5.0UH K	HYDROGEN 99.999% UHP 5.0	7.24 Cu. Mt.	CL	HY UHP300	5	145.10
Delivery to floor and include hookup	HY UHP300	Hydrogen, Ultra High Purity 5.0 Grade, Size 300 Cylinder, CGA350	261 CF	CL	HY UHP300	5	145.10
Delivery to floor and include hookup	NI GMPDEWARREFILL	NITROGEN GMP DEWAR REFILL 12 LT		CL	NI U1201	5	47.50
Delivery to floor and include hookup	NI L70N	NITROGEN LIQ DEWAR 12LT (C240 Type Cylinder)		CL	NI L70N	5	47.50
Delivery to floor and include hookup	NI M1130N	Specialty Portable Cryogenic Liquid, Nitrogen, LT10 Liquid Dewar, 18LT, CGA 580/295 Stainless Fittings		CL	NI L1030	5	47.50
Delivery to floor and include hookup	NI L50	Industrial Grade Liquid Carbon Dioxide, 801 Liter Cylinder (550 PS)	307 LB	CL	CD L160-350	5	191.65
Delivery to floor and include hookup	CD L170-350	CARBON DIOXIDE LIQUID LC120 350 PS	378 LB	CL	CD L160-350	5	191.65
Delivery to floor and include hookup	CD L170-350	Liquid Carbon Dioxide, UHP Grade, Size 300 Liter Cylinder (550 PS)	414 LB	CL	CD M180-350	5	500.00
Delivery to floor and include hookup	CD L200	Carbon Dioxide Bone Dry Gr. 1.0 Size 200 CGA320	501 LB	CL	CD B050	5	88.40
Delivery to floor and include hookup	NI 261L72	Liquid Nitrogen 261L75 T2P5		CL	NI L261-72	5	102.97
Delivery to floor and include hookup	NI LC205-22	Balance Nitrogen, Carbon Dioxide 4%, Hydrogen 8% Certified Standard	6400.500 Cu Ft	CL	NI L261-22	5	102.97
Delivery to floor and include hookup	HE UHP15A	Helium 99.999% UHP 4% Helium, Ultra High Purity 5.0 Grade, Size 150A Aluminum Cylinder, CGA580 (Availability of this product 134 CF)	135 CF	CL	HE UHP150A	5	185.14
Delivery to floor and include hookup	CD 505	CARBON DIOXIDE INO 50 FOUNO CGA 320	501 LB	CL	CD 505	5	55.10
Delivery to floor and include hookup	CD 505	CARBON DIOXIDE 21.76% SOLN 50PS	501 LB	CL	CD 505	5	55.10
Delivery to floor and include hookup	CD 505	Carbon Dioxide (CO2), Industrial Gas Grade, 60LB Style Valve Cylinder with sishon to be. CGA 320 volume 50 LB	501 LB	CL	CD 505	5	55.10
Delivery to floor and include hookup	CS NUSGET-HR11	DRY ICE, NUSGETS, 170 LB TOTE	570 LB	BR	CD ECR30000	5	313.60
Delivery to floor and include hookup	AR 4.8 G	ARGON 99.998% G	40 CF	CL	AR HP40	5	43.57
Delivery to floor and include hookup	HY 200	Industrial Grade Hydrogen, Size 200 Cylinder, CGA580	197 CF	CL	HY 200	5	112.18
Delivery to floor and include hookup	HY 4.8 G	HYDROGEN 99.999% K	54.64 Cu. Mt.	CL	HY 200	5	112.18
Delivery to floor and include hookup	HY K	HYDROGEN K	196 CF	CL	HY 200	5	112.18
Delivery to floor and include hookup	CD 3.0 K	CARBON DIOXIDE 99.9% K	29 KG	CL	CD B50	5	56.63
Delivery to floor and include hookup	CD L230-350	Specialty Portable Cryogenic Liquid, Nitrogen, 40 N K, Type Cylinder Industrial Grade	546.4 Cu. Mt.	CL	CD L230-350	5	109.52
Delivery to floor and include hookup	NI 4.8LC180-22	Liquid Nitrogen (N2), 99.998% Purity, High Purity grade, LC180 style dewar, 180 liters, CGA 580, 22 psig, cryogenic		CL	NI UHP180-22	5	108.45
Delivery to floor and include hookup	NI GMPDEWARREFILL	NITROGEN GMP DEWAR REFILL 15 LT		CL	NI UHP180-15	5	48.70
Delivery to floor and include hookup	NI L70N	Industrial Portable Cryogenic Liquid, Nitrogen, L70N, 1.75 Liter Dewar, 15LT		CL	NI L70N	5	48.70
Delivery to floor and include hookup	AR 200	Industrial Grade Argon, Size 200 Cylinder, CGA580	290 CF	CL	AR 200	5	51.15
Delivery to floor and include hookup	AI U200	Air, Ultra Zero Grade, Size 200 Cylinder, CGA580 (Total Hydrocarbons 0.1 PPM)	290 CF	CL	CA AR200	5	45.88
Delivery to floor and include hookup	OX 2.0 L	Oxygen 99.9% L	337 CF	CL	OX 200	5	41.79
Delivery to floor and include hookup	OX 300	Industrial Grade Oxygen, Size 300 Cylinder, CGA540	337 CF	CL	OX 300	5	41.79
Delivery to floor and include hookup	OX T	OXYGEN T Type Cylinder	337.90 Cu. Ft.	CL	OX 300	5	41.79
Delivery to floor and include hookup	NI 20	Industrial Grade Nitrogen, Size 20 Cylinder, CGA 580	187 CF	CL	NI 20	5	35.91
Delivery to floor and include hookup	NI M E	NITROGEN NF E	21 CF	CL	NI 20	5	35.91
Delivery to floor and include hookup	NI B	NITROGEN R Type Cylinder		CL	NI 20	5	35.91
Delivery to floor and include hookup	AI D K	AIR ZERO K	215 CF	CL	CA ZER050	5	45.84
Delivery to floor and include hookup	HY 5.0UH K	HYDROGEN 99.999% UHP 5.0	5.44 Cu. Mt.	CL	HY UHP200	5	78.13
Delivery to floor and include hookup	HY UHP200	Hydrogen, Ultra High Purity 5.0 Grade, Size 200 Cylinder, CGA350	197 CF	CL	HY UHP200	5	78.13
Delivery to floor and include hookup	NI GMPDEWARREFILL	NITROGEN GMP DEWAR REFILL 10 LT		CL	NI UHP200	5	78.13
Delivery to floor and include hookup	NI L7AN	Industrial Portable Cryogenic Liquid, Nitrogen, 4 Liter Dewar, 4LT		CL	NI L1050	5	56.49
Delivery to floor and include hookup	NI M1150N	Specialty Portable Cryogenic Liquid, Nitrogen, 50 - 60 Liter Dewar, 50LT, CGA 580/295 Stainless Fittings		CL	NI L1050	5	56.49
Delivery to floor and include hookup	NI 60	NITROGEN 55	4.42 Cu. Mt.	CL	NI 60	5	36.36
Delivery to floor and include hookup	NI 60	Industrial Grade Nitrogen, Size 60 Cylinder, CGA580	52 CF	CL	NI 60	5	36.36
Delivery to floor and include hookup	NI 4.8LC230-35	Specialty Portable Cryogenic Liquid, Nitrogen, 99.998%, High Purity, 4.8 Stainless Steel LC230 Style Cryogenic Container, 502K/1, CL		CL	NI UHP230-350	5	120.90
Delivery to floor and include hookup	NI 4.8LC1230-35	Specialty Portable Cryogenic Liquid, Nitrogen, 99.998%, High Purity, 4.8 Stainless Steel LC230 Style Cryogenic Container, 404K/2, CL		CL	NI UHP230-350	5	120.90
Delivery to floor and include hookup	AR 4.8 G	ARGON 99.998% G	57.5 CF	CL	AR HP600	5	113.20
Delivery to floor and include hookup	AC MC	Industrial Grade Acetylene, Size MC ACTY Cylinder, CGA320 (Actual Volume Of Gas In The Cylinder) 40.0 Cu. Ft.	101 Cu. Ft.	CL	AC MC	5	47.93
Delivery to floor and include hookup	AC MC	ACTYLENE MC		CL	AC MC	5	47.93
Delivery to floor and include hookup	CD K200	Research Grade 5.0 Carbon Dioxide, Size 200 Cylinder, CGA320	60 LB	CL	HG CD10101	5	50.15
Delivery to floor and include hookup	AR 4.8LC1230-35	ARGON INO LIQ 180T 230PSI	180 LB	CL	AR L180-230	5	54.92
Delivery to floor and include hookup	AR 4.8LC180-230	ARGON LIQ 99.998% ICP LC180(A), ICP Grade, 99.998% Purity, 180 Liter Dewar, Cryogenic, Liquid, Dewar		CL	AR L180-230	5	54.92
Delivery to floor and include hookup	AR 4.8LC180-230	ARGON LIQUID LC180 230 PS	180 LB	CL	AR L180-230	5	54.92
Delivery to floor and include hookup	AR H1300	Argon 99.9% 5 Size 200 CGA 350	347 CF	CL	AR H1300	5	54.00
Delivery to floor and include hookup	AR 261L72	Liquid Argon 261L75 T2P5	6073 CF	CL	AR L260-230	5	650.79
Delivery to floor and include hookup	AR 4.8LC230-35	ARGON LIQUID 99.998% ICP C230, 230 (AR), ICP Grade, 99.998% Purity, 230 Liter Dewar, Cryogenic, Liquid, Dewar	140.00 Cu. Ft.	CL	AR L230-350	5	650.79
Delivery to floor and include hookup	AR 4.8LC230-35	Argon liquid 230 L grade 4.8 ICP 230 PSIG with electronic gauge Starwatch		CL	AR L230-350	5	650.79
Delivery to floor and include hookup	AR 4.8LC230-35	ARGON LIQ 99.998% LC230 230 PSIG(L), Ultra High Purity Grade, 99.998% Purity, 180 Liter Dewar, Cryogenic, Liquid, Dewar		CL	AR L230-350	5	650.79
Delivery to floor and include hookup	AR 4.8LC2025W	Specialty Portable Cryogenic Liquid, Argon, 99.998%, High Purity, 4.8, Stainless Steel LC230 Style Cryogenic Container, 576CF, CL		CL	AR L230-350	5	650.79
Delivery to floor and include hookup	AR L1230-350	ARGON LIQUID LC230 350 PS	160 Cu. Mt.	CL	AR L160-230	5	460.41
Delivery to floor and include hookup	AR L160-230	Industrial Grade Liquid Argon, 160 Liter Cylinder (230 PS)	448.48 C	CL	AR L160-230	5	460.41
Delivery to floor and include hookup	AR 4.8LC180-230	ARGON LIQ 99.998% LC180 230 PSIG(L), Ultra High Purity Grade, 99.998% Purity, 160 Liter Dewar, Cryogenic, Liquid, Dewar		CL	AR L160-230	5	460.41
Delivery to floor and include hookup	AR L160-230	ARGON LIQUID LC160 230 PS	117 Cu. Mt.	CL	AR L160-230	5	460.41
Delivery to floor and include hookup	CD F20A	Floor Grade Carbon Dioxide, 20 Pound Aluminum Cylinder, CGA 320		CL	CD F20A	5	43.67
Delivery to floor and include hookup	NI H1300	Hydrogen (H2) 5% balance Argon, Certified Standard, K Style Cylinder, CGA 350, volume 195 cu 195 CF	232 CF	CL	NI H1300	5	43.68
Delivery to floor and include hookup	NI H1300	5% Hydrogen Balance Nitrogen Industrial Mix, Size 200 Cylinder, CGA320	232 CF	CL	NI H1300	5	43.68
Delivery to floor and include hookup	NI H1300	Balance Nitrogen(H2) 5% Hydrogen(H2) Unanalyzed Standard, K Style Cylinder, CGA 350, volume 195 cu 195 CF	232 CF	CL	NI H1300	5	43.68
Delivery to floor and include hookup	NI H151X	Hydrogen (H2) 5% balance Nitrogen, Unanalyzed Standard, K Style Cylinder, CGA 350, volume 195 cu 195 CF	232 CF	CL	NI H1300	5	43.68
Delivery to floor and include hookup	NI UHP200	NITROGEN, Ultra High Purity 5.0 Grade Size 200 Cylinder, CGA580	230 CF	CL	NI UHP200	5	46.92
Delivery to floor and include hookup	NI 20	Nitrous Oxide(N2O) Medical Grade USP, 17lb style Cylinder, 17lb product, CGA 226, UN1010 Hazardous	1270	CI	NI 20	5	75.43
Delivery to floor and include hookup	NI M 20	NITROUS OXIDE	20 CI	NI	NI 20	5	75.43
Delivery to floor and include hookup	NI U200	Medical Grade USP Nitrous Oxide, 20 Pound Cylinder, CGA226	20 LB	CL	NI M20	5	75.43
Delivery to floor and include hookup	NI 200	Breathing Air, Grade O, Size 200 Cylinder, CGA346	312 CF	CL	NI 200	5	35.50
Delivery to floor and include hookup	AI BR T	AIR BREATHING T Type Cylinder	310 Std. Cu. Ft.	CL	CA B300	5	35.50
Delivery to floor and include hookup	OX 20	Industrial Grade Oxygen, Size 20 Cylinder, CGA540	19 CF	CL	OX 20	5	35.94
Delivery to floor and include hookup	OX K	Oxygen 99.9% K	19.5 Cu. Ft.	CL	OX 20	5	35.94
Delivery to floor and include hookup	CD 20	CARBON DIOXIDE Q20	20 LB	CL	CD 20	5	44.15
Delivery to floor and include hookup	NI GMPDEWARREFILL	NITROGEN GMP DEWAR REFILL 40 LT		CL	NI L1040	5	54.26
Delivery to floor and include hookup	NI L1040	Industrial Portable Cryogenic Liquid, Nitrogen, LT40 Liquid Dewar, 40LT, CGA 580/295 Stainless Fittings		CL	NI L1040	5	54.26
Delivery to floor and include hookup	NI L1040	Liquid Nitrogen, Specialty Portable Cryogenic Liquid, LT40 Liquid Dewar, 40LT		CL	NI L1040	5	54.26
Delivery to floor and include hookup	NI H1300	NIT HYDROX CL K	5.92 Cu. Mt.	CL	NI H1300	5	43.68
Delivery to floor and include hookup	NI M1150N240	Ammonia Anhydrous Gr 4 150LB Size 240 Ammonia Anhydrous Gr 4 150LB CGA 240	150 LB	CL	HG G1501211	5	1665.98
Delivery to floor and include hookup	AM AH400N240	Ammonia Anhydrous Gr 4 150LB Size 400 CGA 240 Ammonia Anhydrous Gr 4 150LB Size 400 CGA 150 LB		CL	HG G1501211	5	1665.98
Delivery to floor and include hookup	HE 200	Industrial Grade Helium, Size 200 Cylinder, CGA580 (Availability of this product will vary due to mark 218 CF)		CL	HE 200	5	264.65
Delivery to floor and include hookup	HE 4.0	HELIUM BALLOON K	218 CF	CL	HE 200	5	264.65
Delivery to floor and include hookup	HE BL200	Balloon Grade Helium, Size 200 Cylinder, CGA580 (Availability of this product will vary due to mark 218 CF)		CL	HE 200	5	264.65
Delivery to floor and include hookup	HE K	HELIUM K	218 CF	CL	HE 200	5	264.65
Delivery to floor and include hookup	NI M156	NITROUS OXIDE USP 65LB	312 LB	CL	NI M156	5	162.56
Delivery to floor and include hookup	NI USP56	Medical Grade USP Nitrous Oxide, Size 200 Cylinder, CGA236 (56 Pounds Of Product)	56 LB	CL	NI M156	5	162.56
Delivery to floor and include hookup	NI 230T350	Liquid Nitrogen 230T350P5	4734 CF	CL	NI L230-350	5	88.20
Delivery to floor and include hookup	NI 240T350	Liquid Nitrogen 240T350P5	4871 CF	CL	NI L230-350	5	88.20
Delivery to floor and include hookup	NI LC230-350	NITROGEN LIQUID LC230 350 PS		CL	NI L230-350	5	88.20
Delivery to floor and include hookup	AR CD25C	Carbon Dioxide (CO2) 5% balance Argon, Certified Standard, K Style Cylinder, CGA 580, volume 218 218 SCF		CL	AR CD250	5	48.82
Delivery to floor and include hookup	NI LHP40	NITROGEN LIQ HP 4.0 Size 200 EPK CGA 180		CL	NI UHP230-350	5	140.00
Delivery to floor and include hookup	NI 4.8LC2025W	Nitrogen (N2) 99.998%, Cryogenic Liquid, 230 liters, LC 230 style cylinder, StarWatch, UN 1977, 230L		CL	NI UHP230-350	5	120.90
Delivery to floor and include hookup	NI 4.8LC240-230	Liquid Nitrogen (N2), 99.998% Purity, High Purity grade, LC240 style dewar, 240 liters, CGA 580, 230 psig, cryogenic		CL	NI UHP230-350	5	120.90
Delivery to floor and include hookup	NI 5.0LC230-350	Liquid Nitrogen (N2), 99.998% Purity, High Purity grade, LC240 style dewar, 240 liters, CGA 580, 230 psig, cryogenic		CL	NI UHP230-350	5	120.90
Delivery to floor and include hookup	NI UHP230-350	NITROGEN LIQ 99.999% LHP LC230N2, NF - Ultra High Purity Grade, 99.999% Purity, 230 Liter Dewar, Cryogenic, Liquid, Dewar		CL	NI UHP230-350	5	120.90
Delivery to floor and include hookup	NI UHP230-350	Liquid Nitrogen, Ultra High Purity Grade (U), Size 230 Liter Cylinder (230 PS)	5024 CF	CL	NI UHP230-350	5	120.90
Delivery to floor and include hookup	OX M40	OXYGEN GMP 40M40	418 CF	CL	OX M40	5	34.21
Delivery to floor and include hookup	OX USPDA	OXYGEN USP MED, CGA B70	15 CF	CL	OX MDA	5	34.21
Delivery to floor and include hookup	CD 3.0 K	CARBON DIOXIDE 99.9% 3PPH	29 KG	CL	CD B050	5	56.63
Delivery to floor and include hookup	NI L60T350	Liquid Nitrogen 160T350P5	1864 CF	CL	NI L160-350	5	76.70
Delivery to floor and include hookup	NI LC160-35	Industrial Portable Cryogenic Liquid, Nitrogen, Stainless Steel LC160 Style Cryogenic Container, 3470C, 230PSIG, CGA 580 GSA/GC CL		CL	NI L160-350	5	76.70
Delivery to floor and include hookup	NI LC160-350	Industrial Portable Cryogenic Liquid, Nitrogen, Stainless Steel LC160 Style Cryogenic Container, 3470C, Reduced Pressure Item, CL		CL	OX M300	5	43.29
Delivery to floor and include hookup	OX L	OXYGEN L	357 CF	CL	OX M300	5	43.29
Delivery to floor and include hookup	OX UHP300	Oxygen, USP Grade, Size 300 Cylinder	337 CF	CL	OX M300	5	43.29
Delivery to floor and include hookup	AC B	ACTYLENE B	1.11 Cu. Mt.	CL	AC B	5	61.66
Delivery to floor and include hookup	NI GMPDEWARREFILL	NITROGEN GMP DEWAR REFILL 75 LT		CL	NI L1080	5	51.96
Delivery to floor and include hookup	NI GMPDEWARREFILL	NITROGEN GMP DEWAR REFILL 80 LT		CL	NI L1080	5	51.96
Delivery to floor and include hookup	NI L70N	Industrial Portable Cryogenic Liquid, Nitrogen, L70N Style Cylinder, 80LT		CL	NI L1080	5	51.96
Delivery to floor and include hookup	NI 4.8LC240-22	Specialty Portable Cryogenic Liquid, Nitrogen, 99.998%, High Purity, 4.8, Stainless Steel LC245 Style Cryogenic Container, 27800C, CL		CL	NI UHP261-230	5	129.35
Delivery to floor and include hookup	AI EXTRA DRY T	AIR EXTRA DRY T	8.8 Cu. Mt.	CL	CA DR020	5	46.64
Delivery to floor and include hookup	AI D300	Air Dry Size 300 Dew Point -40F CGA 580		CL	CA DR030	5	46.04
Delivery to floor and include hookup	HE 4.8 T	HELIUM(N2) 99.998%, Helium Purity, 7.50 Cylinder, 291 cu ft. CGA 580		CL	HG G141112	5	514.99
Delivery to floor and include hookup	NI 261L75T2P5	Liquid Nitrogen 261L75 T2P5	6400.500 Cu Ft	CL	NI L261-75	5	102.97
Delivery to floor and include hookup	AI D032K	AIR ULTRA ZERO K, AI D032K, Air Ultra Zero, Hydrocarbon Free	232 SCF	CL	CA UZR0250	5	45.94
Delivery to floor and include hookup	NI M T	NITROGEN NF T	304 CF	CL	NI M300	5	43.06
Delivery to floor and include hookup	NI H1300	Nitrogen, Medical NF Grade, Size 300 Cylinder, CGA580	312 CF				

Delivery to floor and include hook	302AR0C2002466	10% Methane Balance Argon Certified Standard Mixture, Size 200 Cylinder, CGA350	Approx 200 CF	CL	HX G2685166	\$	549.52
Delivery to floor and include hook	302AR0C2002665	4% Hydrogen Balance Argon Size 300 Certified Standard	Approx 300 CF	CL	HX G2683348	\$	706.95
Delivery to floor and include hook	302AR0P2009517	PS 4 HY/AR 200		CL	HX G2683348	\$	706.95
Delivery to floor and include hook	OX L80L730	Industrial Liquid Oxygen, Size 180 Liter Cylinder (230 PSI)	5096 CF	CL	OX L180-230	\$	111.08
Delivery to floor and include hook	OX L80L750	Industrial Grade Liquid Oxygen, 180 Liter Cylinder (230 PSI)	4843 CF	CL	OX L180-230	\$	108.00
Delivery to floor and include hook	302N90C2000094	10% Hydrogen Balance Nitrogen Certified Standard Mixture, Size 200 Cylinder, CGA350	Approx 200 CF	CL	SK G2658538	\$	92.52
Delivery to floor and include hook	302N90C2000943	CT 30 % HY/NI 200		CL	SK G2658538	\$	92.52
Delivery to floor and include hook	AR HY12C-T	Hydrogen (H2) 10% balance Argon, Certified Standard, 13 Style Cylinder, CGA 350, volume 293 stand 233 SCF		CL	HX G2689348	\$	546.88
Delivery to floor and include hook	AR HY14A1-K	AR HY14A1-K		CL	AR CD23250	\$	50.60
Delivery to floor and include hook	AR 180L722	Industrial Grade Liquid Argon, 180 Liter Cylinder (22 PSI)	4754 CF	CL	AR L180-22	\$	486.98
Delivery to floor and include hook	AR 180L722	Industrial Grade Liquid Argon, 180 Liter Cylinder (22 PSI)		CL	AR L180-22	\$	486.98
Delivery to floor and include hook	AR 180L722	Argon (O2) 1% balance Argon, Certified Standard, K Style Cylinder, CGA 350, volume 224 standard cubic feet/2000 psi		CL	HX G2681883	\$	611.08
Delivery to floor and include hook	HE O2D2C-K	Oxygen (O2) 20% balance Helium, Certified Standard, K Style Cylinder, CGA 580, volume 200 standu 200 SCF		CL	HX G2680406	\$	631.44
Delivery to floor and include hook	HE O2D2P-K	Dewar (O2) 20% balance Helium, Primary Standard, K Style Cylinder, CGA 580, volume 200 standu 200 SCF		CL	HX G2680774	\$	809.14
Delivery to floor and include hook	HE S.02UH-Q	HYDROGEN 99.999% UHP Q, Ultra High Purity Grade, HY S.02UH-Q, Hydrogen, Ultra High Purity, H2		CL	HX G2199340	\$	154.90
Delivery to floor and include hook	AR ST1A14-Q	Argon (Ar) 75% Carbon Dioxide 25% Industrial Gas Welding Mix, O style cylinder, CGA 580, volume 4 95 SCF		CL	AR CD2380	\$	40.20
Delivery to floor and include hook	HE S.02UH-Q	HYDROGEN 99.999% UHP Q	2.11 Cu. Mt.	CL	NI LHP90	\$	421.13
Delivery to floor and include hook	AI CD5-T	AIR CARBON DIOXIDE 5 N T Type Cylinder Industrial Grade		CL	CA CD5300	\$	38.40
Delivery to floor and include hook	AI D0J2-AS	AIR ULTRA ZERO AS Style Cylinder, CGA 580, Volume 144 Standard Cubic Feet per Cylinder	144 SCF	CL	CA UZER125	\$	40.01
Delivery to floor and include hook	CD 3-75	Carbon Dioxide (CO2) 99.9%, Specialty Gas Grade, 7 Style Cylinder with education tube, CGA 330, wt 73 LB		CL	CD D91005	\$	154.44
Delivery to floor and include hook	CD 4-8B5-T	CARBON DIOXIDE 99.998% RES T, research Grade, CD 4-8B5-T, Carbon Dioxide, Research Grade, CD2		CL	CD LHP70	\$	109.04
Delivery to floor and include hook	HE S.02UH-G	HELIUM 99.999% UHP G	37 Std. Cu. Ft.	CL	HE LHP40	\$	82.53
Delivery to floor and include hook	ET 2-D	Ethane (C2H6) 99.9%, Specialty Gas Grade, O Style Cylinder, CGA 350, volume 11 pounds per Cylin 11 LB		CL	HX G235240	\$	431.93
Delivery to floor and include hook	AR 6-0B5-T	ARGON 99.9999% RES T	335 CF	CL	HX G210112	\$	1,053.27
Delivery to floor and include hook	HY 6-0B5-K	HYDROGEN 99.9999% RES K, Research Grade, HY 6-0B5-K, Hydrogen, Research, H2		CL	HX G2146101	\$	793.24
Delivery to floor and include hook	ME S.02S-K	METHANE 99.999% RES K		CL	HX G2271181	\$	491.85
Delivery to floor and include hook	ME RLB	Methane Research Gr 5.0 Size 1b CGA 180 Methane Research Gr 5.0 Size 1b CGA 180	7.07 Cu. Mt.	CL	HX G2271181	\$	491.85
Delivery to floor and include hook	HE O2G2C-K	Oxygen (O2) 5% (A 3 UHP) balance Helium (5.0 UHP), Certified Standard, K Style Cylinder, CGA 590, vt 242 SCF		CL	HX G2680404	\$	620.74
Delivery to floor and include hook	NI CDH141-K	Carbon Dioxide (CO2) 5%, Hydrogen 5% balance Nitrogen, Certified Size 200	242 SCF	CL	NI CDH141	\$	317.46
Delivery to floor and include hook	NI CDH1C5-K	Carbon Dioxide (CO2) 5%, Hydrogen 5% balance Nitrogen, Certified Standard, K Style Cylinder, CGA 228 SCF		CL	HX G2684921	\$	537.46
Delivery to floor and include hook	HE S.02UH-AS	NITROGEN 99.999% UHP AS, Ultra High Purity Grade, NI S.02UH-AS, Nitrogen, Ultra High Purity, N2		CL	NI LHP150	\$	40.80
Delivery to floor and include hook	OX KM AEXNS	Oxygen (O2) Medical Grade USP AE GrabNGo Style Cylinder 24 cu R, UN1072 Hazard Class 2.2, IS 1.1 34cf		CL	OX MEADT	\$	14.94
Delivery to floor and include hook	OX USPFAWB	Oxygen, USP Grade, Size EA Cylinder With Walk-Off Regulator	24 CF	CL	OX MEADT	\$	14.94
Delivery to floor and include hook	OX LHP9WB	Oxygen Low Size 4 With WALK-OFF-REG-IT Reg Assembly Oxygen Usp Size 4 With WALK-OFF-REG-IT Reg Assembly		CL	OX MEADT	\$	14.94
Delivery to floor and include hook	GG STEEL60	16% Carbon Dioxide Balance Argon Gold GasRTM SteelMRTM, Size 60 Cylinder, CGA580		CL	AR CD16150	\$	41.79
Delivery to floor and include hook	CD F61601750	LIQUID CARBON DIOXIDE FOOD GRADE 16.0% CO2		CL	CD F160350	\$	205.82
Delivery to floor and include hook	EP 2-S-Q	Ethylene (C2H4) 98.5% purity, Specialty Gas Grade, K Style Cylinder, CGA 350, volume 2 pounds per 2 LB		CL	HX G235240	\$	203.50
Delivery to floor and include hook	ME 2-D-K	METHANE 99.9% K	255 CF	CL	HX G137301	\$	182.27
Delivery to floor and include hook	ME LHP200	Methane, Ultra High Purity, 4.0 Grade, Size 200 Cylinder, CGA200	260 CF	CL	HX G188101	\$	384.52
Delivery to floor and include hook	NI CD214	Nitrogen Gem-Val Zero Grade 5.5 Size 150A CGA 180 Barb-Annealed	142 CF	CL	HX G188101	\$	416.88
Delivery to floor and include hook	NI CD200	NITROGEN CEM-CAL ZERO GRADE 5.5 SIZE 200 CGA 180		CL	HX G188101	\$	416.88
Delivery to floor and include hook	HE CH80	Helium, Chromatographic 6.0 Grade, Size 80 Cylinder, CGA580 (Availability of this product will vary 75 CF		CL	HX G2137140	\$	855.68
Delivery to floor and include hook	ME S.02S	Methane Research Grade 5.0 Size 3b CGA350	40 CF	CL	HX G2171150	\$	504.83
Delivery to floor and include hook	302N90C2000384	10% Carbon Dioxide Balance Nitrogen Size 200 Certified Standard	Approx 200 CF	CL	HX G2683857	\$	466.11
Delivery to floor and include hook	302N91C3000141	5% Hydrogen Balance Helium Size 300 Certified Standard CGA 350	259 CF	CL	HX G2697798	\$	630.55
Delivery to floor and include hook	OX L230-230	Industrial Liquid Oxygen, Size 230 Liter Cylinder (230 PSI)	6244 CF	CL	OX L230-230	\$	124.89
Delivery to floor and include hook	OX L230-230	OXYGEN LIQUID LC230-230 PSI	165 Cu. Mt.	CL	OX L230-230	\$	124.89
Delivery to floor and include hook	HY S.02UH-6K	HYDROGEN 99.999% UHP 6K, Ultra High Purity Grade, HY S.02UH-6K, Hydrogen, Ultra High Purity, H2		CL	PH would need to be created	Upon Request	
Delivery to floor and include hook	HY LHP6K	HYDROGEN UHP SIZE 6K 6000 PSI		CL	PH would need to be created	Upon Request	
Delivery to floor and include hook	ME 3-7-K	Methane (CH4) 99.97%, Specialty Gas Grade, K Style Cylinder, CGA 350, volume 255 standard cubic 255 SCF		CL	SG G1949101	\$	302.11
Delivery to floor and include hook	ME 3-7UH-K	METHANE 99.97% UHP K	255 CF	CL	SG G1949101	\$	302.11
Delivery to floor and include hook	ME CD700	Methane, Chemicals Pure 2.5 Grade, Size 200 Cylinder, CGA200	260 CF	CL	SG G1949101	\$	302.11
Delivery to floor and include hook	302AR0B2000051	8% Nitrogen Balance Argon Size 300 Certified Standard	Approx 300 CF	CL	SK G2674963	\$	52.57
Delivery to floor and include hook	302N91C3000141	5% Carbon Dioxide Balance Nitrogen Size 300 Certified Standard	Approx 200 CF	CL	SK G2684671	\$	186.21
Delivery to floor and include hook	ME 2-D-T	METHANE 99.0% T	346 CF	CL	HX G137312	\$	196.02
Delivery to floor and include hook	NI CD20-K	NI CD20-K		CI	NI CD20200	\$	41.76
Delivery to floor and include hook	AL 2-AJA-AS	ACETYLENE 99.9% AA AS	1081 Cu. Mt.	CL	HX G1301202	\$	699.44
Delivery to floor and include hook	AR CD35C-K	ARG-CO2 20% K	269 CF	CL	AR CD30250	\$	110.06
Delivery to floor and include hook	HE S.02UH-AQ	HELIUM 99.999% UHP AQ, Ultra High Purity Grade, HE S.02UH-AQ, Helium, Ultra High Purity, HE		CL	HE LHP84A	\$	125.01
Delivery to floor and include hook	HE S.02UH-7F6	HELIUM 99.999% UHP F 7F6	1346 CF	PH	HE LHP86-300	\$	1,858.53
Delivery to floor and include hook	AR 02C-AS	Air Continuous Emission Grade, AS Style Cylinder, CGA 590, volume 144 standard cubic feet per cyl 144 SCF		CL	HX G1506-18	\$	348.79
Delivery to floor and include hook	PP 2-S-A3	CH4, C3H6 bal C3H8, PROPYLENE 99.9% A3, PROPYLENE 99.9% A3		CL	HX G1139201	\$	420.69
Delivery to floor and include hook	NI S.02UH-AS	Nitrous Oxide (N2O) 99.999%, Semiconductor Process Grade, K Style Cylinder, CGA 330, volume 64 64 LB		CL	HX G1675704	\$	1,045.21
Delivery to floor and include hook	NI S.02UH-AS	Nitrous Oxide, NITROUS OXIDE 99.999% SP T, Nitrous Oxide, Semiconductor Process Gas, Applicable in Electronic, Semiconductor		CL	HX G1675704	\$	1,045.21
Delivery to floor and include hook	NI S.02UH-AS	NITROUS OXIDE 99.999% SP K	64 LB	CL	HX G1675704	\$	1,045.21
Delivery to floor and include hook	AR 6-0B5-K	ARGON 99.9999% RES K	248 CF	CL	HX G1101101	\$	1,022.70
Delivery to floor and include hook	PR 2-S-G	PROPANE 99.5% INST G	9 LB	CL	HX G2471150	\$	184.78
Delivery to floor and include hook	HE O2G2C-K	Oxygen (O2) 25% balance Helium, Certified Standard, K Style Cylinder, CGA 590, volume 200 standu 200 SCF		CL	HX G2684761	\$	633.83
Delivery to floor and include hook	HE HY2C-K	Hydrogen (H2) 2% balance Helium, Certified Standard, K Style Cylinder, CGA 350, volume 194 stand 194 SCF		CL	HX G2693728	\$	471.09
Delivery to floor and include hook	AR HY2C-K	Hydrogen (H2) 2% balance Argon, Certified Standard, K Style Cylinder, CGA 350, volume 218 standu 218 SCF		CL	HX G2694976	\$	528.15
Delivery to floor and include hook	EV NINUSMAC-AS	Balance Nitrogen, Nitrogen Dioxide 5 PPM CM AS Style Cylinder, Certified Master Grade		CL	HX GM110033TH	\$	971.73
Delivery to floor and include hook	NI HY2C-K	Balance Nitrogen, Hydrogen 2%, Primary Standard Grade	265 SCF	CL	NI HY200K	\$	391.13
Delivery to floor and include hook	OX 80	Industrial Grade Oxygen, Size 80 Cylinder, CGA450	85 CF	CL	OX 80	\$	36.79
Delivery to floor and include hook	OX D	OXYGEN D	85 CF	CL	OX 80	\$	36.79
Delivery to floor and include hook	NI CD506-K	Balance Nitrogen(N2) 5 % Carbon Dioxide(CO2) 5 % Oxygen(O2) Batch Analyzed Grade,212 cu ft, N2, O2	212cf	CL	SG G2303417	\$	371.44
Delivery to floor and include hook	HE S.02UH-6PK	HELIUM 99.999% UHP K 6PK	1308 CF	PH	HE LHP86-300	\$	1,410.49

Delivery to building floor / room delivery	CD 505	CARBON DIOXIDE 22.7KG SOLB SIPNH	50 LBES	436.455 Std. Cu.Ft.	CL	CD 505	CD 505	S	47.04
Delivery to building floor / room delivery	CD 505	Cylinder with liquid to be used 220 volume 500 psi	50 LBES		CL	CD 505	CD 505	S	47.04
Delivery to building floor / room delivery	CD NUGGET#1	DRY ICE, NUGGETS, 570 LB TOTE	570 LB		BK	CD NUGGET#1	CD NUGGET#1	S	313.60
Delivery to building floor / room delivery	AR 4.8 G	ARGON 99.998% K	40.0		CL	AR 4.8 G	AR 4.8 G	S	35.55
Delivery to building floor / room delivery	HW 200	INDUSTRIAL GRADE HYDROGEN, Size 200 Cylinder, CGAS#1	197 CF		CL	HW 200	HW 200	S	169.23
Delivery to building floor / room delivery	HY 4.5 K	HYDROGEN 99.995% K	5.44 Cu. Ft.		CL	HY 4.5 K	HY 200	S	104.13
Delivery to building floor / room delivery	HY K	HYDROGEN K	196 CF		CL	HY K	HY 200	S	104.13
Delivery to building floor / room delivery	CD 3.0 K	CARBON DIOXIDE 99.9%	29.4		CL	CD 3.0 K	CD 3.0 K	S	48.57
Delivery to building floor / room delivery	CD LC230-350	40 Argon Carbon Dioxide 40 N 4 Type Cylinder Industrial Grade			CL	AR 4.8 G	AR 4.8 G	S	194.48
Delivery to building floor / room delivery	NI 4.BC120-210	Purity, High Purity Grade, LC230 Style Dewar, 210 Liter, CGA 580, 22 pig., cryogenic			CL	NI 4.BC120-210	NI UHP180-230	S	78.76
Delivery to building floor / room delivery	NI GMPDWAR#1512	NITROGEN GMP DEWAR REFILL 5.0 LT			CL	NI GMPDWAR#1512	NI GMPDWAR#1512	S	18.05
Delivery to building floor / room delivery	NI L115N	Industrial Grade Oxygen, Nitrogen, L115 Thr L230, 151LT			CL	NI L115N	NI L115N	S	29.84
Delivery to building floor / room delivery	AR 230.150	Industrial Grade Argon, Size 200 Cylinder, CGA580	230 CF		CL	AR 230.150	AR 230.150	S	43.09
Delivery to building floor / room delivery	AR LC230	6 Grade, Size 200 Cylinder, CGA580 (Total Hydrocarbon)	236 CF		CL	AR LC230	CA U230000	S	37.67
Delivery to building floor / room delivery	OX 2.6 L	DWYGEN 99.9% L	337 CF		CL	OX 2.6 L	OX 300	S	13.73
Delivery to building floor / room delivery	OX 300	Industrial Grade Oxygen, Size 300 Cylinder, CGA540	337 CF		CL	OX 300	OX 300	S	33.00
Delivery to building floor / room delivery	OX T	DWYGEN T Type Cylinder	337 Std. Cu. Ft.		CL	OX T	OX 300	S	33.73
Delivery to building floor / room delivery	NI 20	Industrial Grade Nitrogen, Size 20 Cylinder, CGA 580	18 CF		CL	NI 20	NI 20	S	26.20
Delivery to building floor / room delivery	NI 4.8	NITROGEN 4.8	21 CF		CL	NI 4.8	NI 20	S	26.20
Delivery to building floor / room delivery	NI R	NITROGEN R Type Cylinder			CL	NI R	NI 20	S	26.20
Delivery to building floor / room delivery	AI 0.2 K	AIR ZERO K	215 CF		CL	AI 0.2 K	CA ZER0250	S	37.88
Delivery to building floor / room delivery	HW UHP200	Hydrogen 99.999% UHP K	5.44 Cu. Ml.		CL	HW UHP200	HW UHP200	S	100.07
Delivery to building floor / room delivery	HW UHP200	gen, Ultra High Purity 5.0 Grade, Size 200 Cylinder, C	197 CF		CL	HW UHP200	HW UHP200	S	70.07
Delivery to building floor / room delivery	NI GMPDWAR#1512	NITROGEN GMP DEWAR REFILL 5.0 LT			CL	NI GMPDWAR#1512	NI G150	S	17.63
Delivery to building floor / room delivery	NI L124N	Industrial Grade Argon, 180 Liter Dewar, 4.8 Bar Dewar, 4LT	142 Cu. Ml.		CL	NI L124N	NI G50	S	17.63
Delivery to building floor / room delivery	NI M 15150N	inc Liquid, Nitrogen, 50 - 60 Liter Dewar, 5.0LT, CGA580/295 Stainless Fittings			CL	NI M 15150N	NI G50	S	17.63
Delivery to building floor / room delivery	NI 60	NITROGEN 60	52 CF		CL	NI 60	NI 60	S	21.17
Delivery to building floor / room delivery	NI 4.BC120-35	igh Purity, 4.8, Stainless Steel LC230 Style Cryogenic Container, 503CF, 230PSIG, CE			CL	NI 4.BC120-35	NI UHP120-210	S	88.72
Delivery to building floor / room delivery	NI 4.BC120-35	igh Purity, 4.8, Stainless Steel LC230 Style Cryogenic Container, 496CF, 230PSIG, CE			CL	NI 4.BC120-35	NI UHP120-210	S	88.72
Delivery to building floor / room delivery	AR 4.8 G	ARGON 99.998% K	575 CF		CL	AR 4.8 G	AR 4.8 G	S	125.15
Delivery to building floor / room delivery	AR HPK	Argon Hp Gr 4.8 Size 6K-4000 PCCA 677	575 CF		CL	AR HPK	AR HPK000	S	125.15
Delivery to building floor / room delivery	AC AC	ARGON (Certified Volume of Gas in Cylinder)	10 CF		CL	AC AC	AC AC	S	39.87
Delivery to building floor / room delivery	AC AC	ACETYLENE MC	101 Cu. Ft.		CL	AC AC	AC AC	S	39.87
Delivery to building floor / room delivery	CD K200	arch Grade 5.0 Carbon Dioxide, Size 200 Cylinder, CG	60 LB		CL	K200	HG G210015	S	55.12
Delivery to building floor / room delivery	AR 180.1730	ARGON INDU L180 L230P5	466 CF		CL	AR 180.1730	AR 180.1730	S	346.00
Delivery to building floor / room delivery	AR 4.BC180-230	ISGAL ICP Grade Grade, 99.998% Purity, 180 Liter Dewar, Cryogenic, Liquid, Dewar			CL	AR 4.BC180-230	AR 180.230	S	346.00
Delivery to building floor / room delivery	AR 4.BC180-230	IGH, Ultra High Purity Grade, 99.998% Purity, 180 Liter Dewar, Cryogenic, Liquid, D			CL	AR 4.BC180-230	AR 180.230	S	346.00
Delivery to building floor / room delivery	AR 230.1730	Liquid Argon 230 Liter 230P5	8073 CF		CL	AR 230.1730	AR 1330.230	S	414.70
Delivery to building floor / room delivery	AR 4.BC230-350	P LC230 130L ICP Grade, 99.998% Purity, 230 L	448 CF		CL	AR 4.BC230-350	AR 1330.230	S	414.70
Delivery to building floor / room delivery	AR 4.BC230-350	d 230 L grade 4.8 KP 350 P5G with electronic gasp Starwatch			CL	AR 4.BC230-350	AR 1330.230	S	414.70
Delivery to building floor / room delivery	AR 4.BC230-350	IGH, Ultra High Purity Grade, 99.998% Purity, 230 Liter Dewar, Cryogenic, Liquid, D			CL	AR 4.BC230-350	AR 1330.230	S	414.70
Delivery to building floor / room delivery	AR 4.BC230-350	igh Purity, 4.8, Stainless Steel LC230 Style Cryogenic Container, 514CF, 230PSIG, CE			CL	AR 4.BC230-350	AR 1330.230	S	414.70
Delivery to building floor / room delivery	AR HY200	Arzon 95 H 5 Size 200 CGA 350	247 CF		CL	AR HY200	AR HY200	S	45.94
Delivery to building floor / room delivery	AR LC230-230	ARGON LIQUID LC230 230 P5	160 Cu. Ml.		CL	AR LC230-230	AR 1330.230	S	414.70
Delivery to building floor / room delivery	AR 180.1730	Industrial Grade Argon, 180 Liter Dewar, 4.8 Bar Dewar, 4LT	142 Cu. Ml.		CL	AR 180.1730	AR 1330.230	S	305.17
Delivery to building floor / room delivery	AR 4.BC160-230	IGH, Ultra High Purity Grade, 99.998% Purity, 160 Liter Dewar, Cryogenic, Liquid, D			CL	AR 4.BC160-230	AR 160.230	S	305.17
Delivery to building floor / room delivery	AR LC230-230	ARGON LIQUID LC230 230 P5	117 Cu. Ml.		CL	AR LC230-230	AR 160.230	S	305.17
Delivery to building floor / room delivery	CD G20A	anded Carbon Dioxide, 20 Pound Aluminum Cylinder, CGA 320			CL	CD G20A	CD G20A	S	37.61
Delivery to building floor / room delivery	NI HY 5K	Certified Standard, K Style Cylinder, CGA 350, valur	195 SF		CL	NI HY 5K	NI HY200	S	32.39
Delivery to building floor / room delivery	NI HY200	Balance Nitrogen Industrial Mfg. Size 200 Cylinder	233 CF		CL	NI HY200	NI HY200	S	32.39
Delivery to building floor / room delivery	NI HY 5 K	Certified Grade, K Style Cylinder, 200 cu.ft. CGA 350 LH	200cf		CL	NI HY 5 K	NI HY200	S	32.39
Delivery to building floor / room delivery	NI HY5K L	Industrial Standard, K Style Cylinder, CGA 350, valur	195 SF		CL	NI HY5K L	NI HY200	S	32.39
Delivery to building floor / room delivery	NI HY200	gen, Ultra High Purity 5.0 Grade, Size 200 Cylinder, CG	233 CF		CL	NI HY200	NI UHP200	S	32.39
Delivery to building floor / room delivery	NI M 17	Style Cylinder 17B product, CGA 326, UN1070, Hazar	17B		CL	NI M 17	NI M20	S	67.37
Delivery to building floor / room delivery	NI M 20	NITROGEN DIOXIDE	20		CL	NI M 20	NI M20	S	67.37
Delivery to building floor / room delivery	NI HY200	ical Grade USP Nitrous Oxide, 20 Pound Cylinder, CG	201 B		CL	NI HY200	NI M20	S	67.37
Delivery to building floor / room delivery	AI B300	Breathing Air, Grade D, Size 300 Cylinder, CGA46	312 CF		CL	AI B300	CA B300	S	31.45
Delivery to building floor / room delivery	AI B300	AIR BREATHING T Type Cylinder	312 Std. Cu. Ft.		CL	AI B300	CA B300	S	31.45
Delivery to building floor / room delivery	OX 2	Industrial Grade Oxygen, Size 20 Cylinder, CGA540	59 CF		CL	OX 2	OX 2	S	7.89
Delivery to building floor / room delivery	OX R	OXYGEN R	0.55 Cu. Ft.		CL	OX R	OX 20	S	27.89
Delivery to building floor / room delivery	CD 20	CARBON DIOXIDE 20	20 LB		CL	CD 20	CD 20	S	36.09
Delivery to building floor / room delivery	NI GMPDWAR#140L	NITROGEN GMP DEWAR REFILL 2.0 LT			CL	NI GMPDWAR#140L	NI L240	S	15.40
Delivery to building floor / room delivery	NI L124N	enic Liquid, Nitrogen, 170L Liquid Dewar, 4.8LT, CGA 580/295 Stainless Fittings			CL	NI L124N	NI L240	S	15.40
Delivery to building floor / room delivery	NI M 15150N	inc, Specialty Portable Cryogenic Liquid, 1740 Liquid Dewar, 4.8			CL	NI M 15150N	NI L240	S	15.40
Delivery to building floor / room delivery	NI HY5K	NI HY5K 5 K	4.92 Cu. Ml.		CL	NI HY5K	NI HY200K	S	32.38
Delivery to building floor / room delivery	AM AH20N240	rous of 4 150LBS CGA 240 Ammonia Anhydrous of 4 150LBS CGA 240			CL	AM AH20N240	HG G1502111	S	1,677.96
Delivery to building floor / room delivery	AM AH20N240	150LBS Size 400 CGA 240 Ammonia Anhydrous of 4			CL	AM AH20N240	HG G1502111	S	1,677.96
Delivery to building floor / room delivery	HE 200	inder, CGA580 (Availability of this product will vary d	219 CF		CL	HE 200	HE 200	S	209.08
Delivery to building floor / room delivery	HE B K	HELIUM BALLOON K	219 CF		CL	HE B K	HE 200	S	209.08
Delivery to building floor / room delivery	HE K	HELIUM K	219 CF		CL	HE K	HE 200	S	209.08
Delivery to building floor / room delivery	NI M 58	NITROUS DIOXIDE UNDF 58LB	58 LB		CL	NI M 58	NI M58	S	154.51
Delivery to building floor / room delivery	NI UHP50	JSP Nitrous Oxide, Size 200 Cylinder, CGA36 (56 Pa	56 LB		CL	NI UHP50	NI U50	S	154.51
Delivery to building floor / room delivery	NI 230.1730	Liquid Nitrogen 230.1730 P50P5	3448 CF		CL	NI 230.1730	NI L230.350	S	74.76
Delivery to building floor / room delivery	NI 240.1730	Liquid Nitrogen 240.1730 P50P5	4877 CF		CL	NI 240.1730	NI L230.350	S	74.76
Delivery to building floor / room delivery	NI LC230-350	NITROGEN LIQUID LC230 350 P5I			CL	NI LC230-350	NI L230.350	S	74.76
Delivery to building floor / room delivery	AR CDCX K	A Argon, Certified Standard, K Style Cylinder, CGA 58K	234 SF		CL	AR CDCX K	AR CDC350	S	40.76
Delivery to building floor / room delivery	NI GPC6K	NITROGEN UHP GPC 6.0 SIZE 200 LRP CGA 580			CL	NI GPC6K	NI UHP180-230	S	88.72
Delivery to building floor / room delivery	NI 4.BC120-350	6, 230 Liter, LC 230 style cylinder, Starwatch, UN 19	230L		CL	NI 4.BC120-350	NI UHP120-210	S	88.72
Delivery to building floor / room delivery	NI 4.BC120-210	purity, High Purity Grade, LC240 Style Dewar, 210 Liter, CGA 580, 230 pig., cryogenic			CL	NI 4.BC120-210	NI UHP120-210	S	88.72
Delivery to building floor / room delivery	NI 4.BC120-210	IGH Purity, High Purity Grade, LC240 Style Dewar, 240 Liter, CGA 580, 230 pig., cryogenic			CL	NI 4.BC120-210	NI UHP120-210	S	88.72
Delivery to building floor / room delivery	NI 5.BC230-230	I2), NF - Ultra High Purity Grade (5.0), Size 200 Liter Cylin	5024 CF		CL	NI 5.BC230-230	NI UHP120-210	S	88.72
Delivery to building floor / room delivery	NI UHP200	gen, Ultra High Purity Grade (5.0), Size 200 Liter Cylin	5024 CF		CL	NI UHP200	NI UHP120-210	S	88.72
Delivery to building floor / room delivery	OX M 40	OXYGEN USP (alum)	14.4 CF		CL	OX M 40	OX M40	S	26.16
Delivery to building floor / room delivery	OX USPDA	OXYGEN USP DMED CGA 870	15 CF		CL	OX USPDA	OX M40	S	26.16
Delivery to building floor / room delivery	CD 3.0 K	CARBON DIOXIDE 99.9% SIPNH	29.4		CL	CD 3.0 K	CD 3.0 K	S	48.00
Delivery to building floor / room delivery	NI 160.1730	Liquid Nitrogen 160.1730 P50P5	3448 CF		CL	NI 160.1730	NI L160.350	S	34.62
Delivery to building floor / room delivery	NI LC160-35	1, Stainless Steel LC160 Style Cryogenic Container, 347CF, 230PSIG, CGA 580 GAG			CL	NI LC160-35	NI L160.350	S	63.25
Delivery to building floor / room delivery	NI LC230-350	less Steel LC230 Style Cryogenic Container, 347CF, 230PSIG, CGA 580 GAG			CL	NI LC230-350	NI L160.350	S	63.25
Delivery to building floor / room delivery	OX M-T	DWYGEN USP T	337 CF		CL	OX M-T	OX M300	S	35.23
Delivery to building floor / room delivery	OX UHP300	rogen, USP Grade, Size 300 Cylinder	337 CF		CL	OX UHP300	OX M300	S	35.23
Delivery to building floor / room delivery	AC B	ACETYLENE B	45 CF		CL	AC B	AC B	S	31.60
Delivery to building floor / room delivery	AC B	ACETYLENE B	1.11 Cu. Ml.		CL	AC B	AC B	S	31.60
Delivery to building floor / room delivery	NI GMPDWAR#1512	NITROGEN GMP DEWAR REFILL 75 LT			CL	NI GMPDWAR#1512	NI L280	S	40.91
Delivery to building floor / room delivery	NI GMPDWAR#1512	NITROGEN GMP DEWAR REFILL 15 LT			CL	NI GMPDWAR#1512	NI L280	S	40.91
Delivery to building floor / room delivery	NI L124N	Portable Cryogenic Liquid, Nitrogen, 170L Style Cylinder, 80LT			CL	NI L124N	NI L280	S	40.91
Delivery to building floor / room delivery	NI 4.BC120-210	igh Purity, 4.8, Stainless Steel LC230 Style Cryogenic Container, 579CF, CGA 580 D			CL	NI 4.BC120-210	NI UHP180-230	S	103.85
Delivery to building floor / room delivery	NI 0.200-T	AR EXTRA DIT			CL	NI 0.200-T	CA OYR200	S	17.98
Delivery to building floor / room delivery	AI D300	Air Dry Size 300 Dewar - 80F CGA 580	312 CF		CL	AI D300	CA OYR300	S	17.98
Delivery to building floor / room delivery	HE 4.8 T	IGH 99.998% Hydrogen, 7.5 Gallon Dewar, 291 Cu. Ft. CGA 580			CL	HE 4.8 T	HE G1111111	S	1,165.90
Delivery to building floor / room delivery	NI 261.7350	Liquid Nitrogen 261.7350 P50P5			CL	NI 261.7350	HE G1111111	S	81.15
Delivery to building floor / room delivery	AI 0.202-K	LTRA ZERO K, AI 0.202-K, Air Ultra Zero, Hydrocarbon	232 SF		CL	AI 0.202-K	CA U225150	S	37.88
Delivery to building floor / room delivery	NI M 17	K 6K, Ultra High Purity Grade (5.0), Size 200 Liter Cylin	304 CF		CL	NI M 17	NI M300	S	67.37
Delivery to building floor / room delivery	NI N300	Hydrogen, Medical NF Grade, Size 300 Cylinder, CGAS#	304 CF		CL	NI N300	NI M300	S	31.89
Delivery to building floor / room delivery	PR 33	Industrial Grade Propane, 33 Pound Cylinder	33 LB		CL	PR 33	PR 33	S	46.13
Delivery to building floor / room delivery	PR 34	PROPANE MC 34 (REGAL)	34 LB		CL	PR 34	PR 33	S	46.13
Delivery to building floor / room delivery	AR HY5K K	rogen, Certified Standard, K Style Cylinder, CGA 350, w	218 SF		CL	AR HY5K K	HK G282030	S	521.98
Delivery to building floor / room delivery	NI CD20ME-45	Carbon Monoxide 99.999% EPA AS Style Cylinder, Dewar Proce			CL	NI CD20ME-45	HK G267317	S	437.60
Delivery to building floor / room delivery	AR 180.1730	Liquid Argon 180.1730 P50P5 Customer Dewar			CL	AR 180.1730	HK G267317	S	347.47
Delivery to building floor / room delivery	OX 40	Oxygen Industrial Size 40 CGAS40	41 CF		CL	OX 40	OX 40	S	28.14
Delivery to building floor / room delivery	OX 40	OXYGEN 40	41 CF		CL	OX 40	OX 40	S	28.14
Delivery to building floor / room delivery	OX G	OXYGEN G Type Cylinder			CL	OX G	OX 40	S	28.14
Delivery to building floor / room delivery	AR HP300	igh Purity Grade 4.8 Argon, Size 300 Cylinder, CGA 58	336 CF		CL	AR HP300	AR HP300	S	54.13
Delivery to building floor / room delivery	AR 8.8 K	AIR BALLOON 8.8	44 Cu. Ft.		CL	AR 8.8 K	CA B250	S	11.22
Delivery to building floor / room delivery	NI B0L72	Liquid Nitrogen B0L72 22P5			CL	NI B0L72	NI L100 22	S	11.22
Delivery to building floor / room delivery	NI L1100N	Portable Cryogenic Liquid, Nitrogen, 1100 Liquid Dewar, 100p			CL	NI L1100N	NI L100 22	S	11.22
Delivery to building floor / room delivery									

Delivery to building floor / room delivery	N4-BLC180-230	purty, High Purity grade, LC880 style dewar, 180 Liter, CGA 580, 230 psig, cryogenic	CL	N4-BLC180-230	N4-BLC180-230	85.71	
Delivery to building floor / room delivery	N4-BLC180-230	(2), NF - Ultra High Purity Grade, 99.9999 Purity, 180 Liter Dewar, Cryogenic, Liquid,	CL	N4-BLC180-230	N4-BLC180-230	85.71	
Delivery to building floor / room delivery	NI UHP180L7320	NITROGEN USP 180L7320 CGA OTH	CL	NI UHP180L7320	NI UHP180L7320	85.71	
Delivery to building floor / room delivery	NI 40	Industrial Grade Nitrogen, Size 40 Cylinder, CGAS80	CL	NI 40	NI 40	26.38	
Delivery to building floor / room delivery	NI 40	NITROGEN 40	CL	NI 40	NI 40	26.38	
Delivery to building floor / room delivery	CD M-AE	Iron Dioxide, High Pressure Aluminum AE Style Cylinder, 200PSIG, CGA 940	CL	CD M-AE	CD M-AE	26.53	
Delivery to building floor / room delivery	CD USP5FA	Iron Dioxide, USP Grade, Size EA Aluminum Cylinder, CGA40	CL	USP5FA	CD M505	26.53	
Delivery to building floor / room delivery	NI HYD100CT	NI HYD 100M CS1	272 CF	CL	NI HYD100CT	21.96	
Delivery to building floor / room delivery	K02H952004998	% Hydrogen Balance Nitrogen Size 200 Batch Analy	209 CF	CL	NH952004998	288.82	
Delivery to building floor / room delivery	NI 6K	Industrial Grade Nitrogen, Size 6K Cylinder, CGA477	CL	NI 6K	NI 6K000	87.48	
Delivery to building floor / room delivery	NI 6K	NITROGEN 6K Type Cylinder	CL	NI 6K	NI 6K000	87.48	
Delivery to building floor / room delivery	HE P5-K	0 volume 226 Cubic Feet per Cylinder, Non-Certified Standard, Analytical Instrument	CL	AI 0.002-K	SC 00854101	181.74	
Delivery to building floor / room delivery	AI M-A-K	AI M-A-K	CL	AI M-A-K	CA M8250	12.85	
Delivery to building floor / room delivery	HE ICHT-1	helic / Ultra Specialty Gas, High Pressure Steel T Style Cylinder, 215L, 2400PSIG, CG	CL	OS-18-14-0303H	HE 02173112	115.94	
Delivery to building floor / room delivery	HE 6.085-T	HELIUM 99.999995 T	8.07 Cu. Ft.	CL	HE 6.085-T	115.54	
Delivery to building floor / room delivery	HE H1000	100 Cylinder, CGAS80 (Availability of this product will vary due to market and supply conditions)	293 CF	CL	H1000	115.54	
Delivery to building floor / room delivery	HE H300	Cylinder, CGAS80 (Availability of this product will vary due to market and supply conditions)	Approx 200 CF	CL	H300	115.54	
Delivery to building floor / room delivery	HE H300C	or Owned CGA 580 (Availability of this product will vary due to market and supply conditions)	Approx 200 CF	CL	H300C	115.54	
Delivery to building floor / room delivery	K02H95200380	% Hydrogen Balance Nitrogen Size 200 Certified Stand	Approx 300 CF	CL	K02H95200380	210.68	
Delivery to building floor / room delivery	CD M-505	CARBON DIOXIDE USP 50L8	50 L8	CL	CD M-505	61.66	
Delivery to building floor / room delivery	CD USP505	Carbon Dioxide USP 50L8 Siphon CGA20	50 L8	CL	CD M505	61.66	
Delivery to building floor / room delivery	CD USP505C	gan, Certified Standard, 4.5 Style Cylinder, CGA 580, no	254 SCF	CL	NI C0005-K	439.92	
Delivery to building floor / room delivery	AR UHP320L7320	Argon, Ultra High Purity Grade 5.0, 230 Liter Cylinder (6073 CF	CL	AR UHP320L7320	667.95	
Delivery to building floor / room delivery	K02H952000992	% Hydrogen Balance Argon Size 200 Certified Stand	225 CF	CL	X02H952000992	181.74	
Delivery to building floor / room delivery	NI R300	Iron, Research 5.7 Grade Size 300 Cylinder, CGAS1	84.8 Cu. Ml.	CL	R300	870.72	
Delivery to building floor / room delivery	NI R300	Iron, Research 5.7 Grade Size 300 Cylinder, CGAS1	304 CF	CL	R300	870.72	
Delivery to building floor / room delivery	CD 4.515-K	1.99 9995%, LaserStar Grade, 4.5 Style Cylinder, CGA 31	64 L8	CL	CD 4.515-K	90.88	
Delivery to building floor / room delivery	CD 4.885-K	1.99 9998%, Research Grade, 4.5 Style Cylinder, CGA 32	64 L8	CL	CD 4.885-K	90.88	
Delivery to building floor / room delivery	CD 2.515-K	(CO2), LaserStar, K, Volume 60L, CGA22, LaserStar	64 L8	CL	CD 2.515-K	90.88	
Delivery to building floor / room delivery	CD USP200	A Pure Grade Carbon Dioxide, Size 200 Cylinder, CGA 130	218 SCF	CL	CD USP200	90.88	
Delivery to building floor / room delivery	AR HYS14-K	Argon, Unanalyzed, 4.5 Style Cylinder, CGA 350, volu	218 SCF	CL	AR HYS14-K	42.19	
Delivery to building floor / room delivery	HE 4.885-K	HYDROGEN 4.885-K	293 CF	CL	HE 4.885-K	46.18	
Delivery to building floor / room delivery	NI 5.0UH-A3	NITROGEN 99.9999 UHP-A3	31.84 Cu. Ft.	CL	NI 5.0UH-A3	30.77	
Delivery to building floor / room delivery	NI 180L7320	ustrial Grade Liquid Nitrogen, 180 Liter Cylinder (350	3864 CF	CL	NI 180L7320	66.88	
Delivery to building floor / room delivery	NI 265L7320	LIQUID NITROGEN 265L7320 350PSI	3864 CF	CL	NI 265L7320	118.94	
Delivery to building floor / room delivery	HE USPE	930 (Availability of this product will vary due to market and supply conditions)	22 CF	CL	USPE	35.47	
Delivery to building floor / room delivery	CE1CE38	Dry Ice 800 Size 8K	18	CL	CE1CE38	1.52	
Delivery to building floor / room delivery	ME 4.0-K	By Gas Grade, 4.5 Style Cylinder, CGA 350, volume 255	255 SCF	CL	ME 4.0-K	371.72	
Delivery to building floor / room delivery	ME 4.0UP-T	Pure, High Pressure Steel T Style Cylinder, 360 CF, 2400 PSIG, CGA 530	360 CF	CL	ME 4.0UP-T	371.72	
Delivery to building floor / room delivery	NI UHP300	Argon, Ultra High Purity Grade 4.0, Size 300 Cylinder, C	200 CF	CL	NI UHP300	371.72	
Delivery to building floor / room delivery	OX M-M	OXIGEN USP-M	124 CF	CL	OX M-M	30.63	
Delivery to building floor / room delivery	OX USP125	Oxygen, USP Grade, Size 125 Cylinder, CGA40	127 CF	CL	OX USP125	30.63	
Delivery to building floor / room delivery	HE 6.085-K	HELIUM 99.999995 K	8.07 Cu. Ft.	CL	HE 6.085-K	107.94	
Delivery to building floor / room delivery	HE CH200	100 Cylinder, CGAS80 (Availability of this product will vary due to market and supply conditions)	219 CF	CL	CH200	1075.34	
Delivery to building floor / room delivery	HE R200	Cylinder, CGAS80 (Availability of this product will vary due to market and supply conditions)	219 CF	CL	R200	1075.34	
Delivery to building floor / room delivery	NI M-A-E	Isotax Pharmaceuticals Grade, Aluminum T Style Cyli	7.1 L8	CL	NI M-A-E	16.80	
Delivery to building floor / room delivery	NI US10FA	USP Nitrous Oxide, Size EA Aluminum Cylinder With 910 Post Valve	18	CL	US10FA	16.80	
Delivery to building floor / room delivery	BI W2002-K	ANA INT CO2 20N-K	211 CF	CL	BI W2002-K	48.28	
Delivery to building floor / room delivery	NI C200C	on Nitrogen, Carbon Dioxide 200, Certified Standard	132 CF	CL	NI C200C	48.28	
Delivery to building floor / room delivery	AC 4	ACETYLENE 4K	132 CF	CL	AC 4	95.11	
Delivery to building floor / room delivery	AC 4	ACETYLENE 4K	132 CF	CL	AC 4	95.11	
Delivery to building floor / room delivery	AC 4FT	r, CGAS10 (Actual Volume Of Gas In The Cylinder Max	132 CF	CL	AC 4FT	95.11	
Delivery to building floor / room delivery	AC 4R300	00 Cubic Foot UOM) (Actual Volume Of Gas In The C	132 CF	CL	AC 4R300	95.11	
Delivery to building floor / room delivery	CD F01B01350	IGAS CARBON DIOXIDE FOOD GRADE 135L 350PSI	132 CF	CL	CD F01B01350	210.68	
Delivery to building floor / room delivery	HE C3	ustrial Grade Hydrogen, 6 Pack Size 300 Cylinders, CGA50	1176CF	CL	HE C3	637.08	
Delivery to building floor / room delivery	HE T96	HYDROGEN T 96P	1176CF	CL	HE T96	637.08	
Delivery to building floor / room delivery	OX UHP400	Argon, Ultra High Purity Grade 4.0, Size 400 Cylinder, C	251 CF	CL	OX UHP400	317.08	
Delivery to building floor / room delivery	MM OX25-E	OX 250 5% USP-E	201 CF	CL	MM OX25-E	99.61	
Delivery to building floor / room delivery	NI C200C	NIT CO2 20N-K	211 CF	CL	NI C200C	28.49	
Delivery to building floor / room delivery	CD 10-12115M	nt (Columen), 4.0, High Pressure Steel T Style Cylinder, 20L, 2000PSIG, CGA 320	211 CF	CL	CD 10-12115M	371.72	
Delivery to building floor / room delivery	CD M-20	CARBON DIOXIDE USP 20L8	20 L8	CL	CD M-20	50.46	
Delivery to building floor / room delivery	CD USP20	Carbon Dioxide USP 20L8 CGA20	20 L8	CL	CD USP20	50.46	
Delivery to building floor / room delivery	AR H300	Research Grade 5.7 Argon, Size 300 Cylinder, CGAS8	318 CF	CL	R300	106.46	
Delivery to building floor / room delivery	OX 230L7320	ustrial Liquid Oxygen, Size 230 Liter Cylinder (350 P	5930 CF	CL	OX 230L7320	103.13	
Delivery to building floor / room delivery	OX USP265L7320	id Oxygen, USP Grade, Size 265 Liter Cylinder (350 PS	5930 CF	CL	OX USP265L7320	117.83	
Delivery to building floor / room delivery	NI HYD1-T	NIT-HYD 100-T	272 CF	CL	NI HYD1-T	31.96	
Delivery to building floor / room delivery	HE 5.0UH-K	LUMP 8K, Ultra High Purity Grade, Helium, Ultra High Purity Grade, HE	455 CF	CL	HE 5.0UH-K	409.09	
Delivery to building floor / room delivery	HE UHP6K	Helium Ultra High Purity Grade 4.5 Style Cylinder, CGA 580	455 CF	CL	HE UHP6K	409.09	
Delivery to building floor / room delivery	HE 4.8-K	(J) 99.998%, High Purity, 4.5 Style Cylinder, 218 Cu. Ft., CGA 580	218 CF	CL	AI 0.002-K	488.88	
Delivery to building floor / room delivery	CD 4.05-K	% Instrument Grade, K Style Cylinder, CGA 320, Volu	50 L8	CL	CD 4.05-K	61.66	
Delivery to building floor / room delivery	CD C0026	Grade 4 Carbon Dioxide, Size 200 Cylinder, CGA20	60 L8	CL	CD C0026	61.66	
Delivery to building floor / room delivery	AI C5200	on Dioxide Balance Air Instrumental Size 200 Cylind	222 CF	CL	AI C5200	29.19	
Delivery to building floor / room delivery	AI C5200-K	alance Air, Carbon Dioxide 5%, Primary Standard Gr	216 SCF	CL	AI 0.002-K	29.19	
Delivery to building floor / room delivery	NI H200	Argon, High Purity 4.8 Grade Size 200 Cylinder, CGA	230 CF	CL	HP200	35.02	
Delivery to building floor / room delivery	NI H45-K	NITROGEN 99.999995 K	63.2 Cu. Ml.	CL	NI H45-K	807.78	
Delivery to building floor / room delivery	NI R200	Iron, Research 5.7 Grade Size 200 Cylinder, CGAS1	230 CF	CL	R200	807.78	
Delivery to building floor / room delivery	K02H95200173	alance Nitrogen Certified Standard Medium, Size 200 Cylinder, CGAS10	230 CF	CL	NH95200173	406.63	
Delivery to building floor / room delivery	NI HYD200	% Balance Nitrogen Instrumental Grade Size 200 Cy	230 CF	CL	NI HYD200	406.63	
Delivery to building floor / room delivery	NI HYD1-K	NITROGEN 50%/N 100-K	226 CF	CL	NI HYD1-K	35.42	
Delivery to building floor / room delivery	OX LC160-230	OXIGEN LIQUID LC160 230P	125 Cu. Ml.	CL	OX LC160-230	10.40	
Delivery to building floor / room delivery	HE S-K	tronic, Semiconductor Process, Distillat, Eschant, Reactant, Fabrication, Reactor, I	78 CF	CL	HE S-K	85.96	
Delivery to building floor / room delivery	NI LC20-35	NITROGEN LIQUID LC20 35 P5	79 CF	CL	NI LC20-35	82.26	
Delivery to building floor / room delivery	NI 80	NITROGEN INDUSTRIAL 80 CGA 580	78 CF	CL	NI 80	26.85	
Delivery to building floor / room delivery	NI Q	NITROGEN Q	78 CF	CL	NI Q	26.85	
Delivery to building floor / room delivery	AI C2500	Industrial Grade Air, Size 200 Cylinder, CGA90	236 CF	CL	AI C2500	31.29	
Delivery to building floor / room delivery	AI STAR41-T	IMM 75-K CO2 400-T	274 CF	CL	AI C2500	46.50	
Delivery to building floor / room delivery	CD B0205	STARCO2 C21 860-CO2 25K T	116 Cu. Ft.	CL	AR STAR41-T	15.65	
Delivery to building floor / room delivery	CD USP160L7320	CARBON DIOXIDE BONE DRY 200 230 220	50 L8	CL	BD205	61.66	
Delivery to building floor / room delivery	K02H952002369	Carbon Dioxide, USP Grade, Size 160 Liter Cylinder (3	387 L8	CL	CD USP160L7320	290.68	
Delivery to building floor / room delivery	K02H952002369	P5.0% OXYGEN BALANCE HELIUM SIZE 200	387 L8	CL	X02H952002369	386.11	
Delivery to building floor / room delivery	K02H9520021064	Dioxide Balance Nitrogen Size 200 Certified Standard spec CGA 530	387 CF	CL	HY9520021064	506.46	
Delivery to building floor / room delivery	OX 125	OXIGEN 125	127 CF	CL	OX 125	81.13	
Delivery to building floor / room delivery	OX M	OXIGEN M	M	CL	OX M	29.13	
Delivery to building floor / room delivery	HY T	Industrial Grade Hydrogen, Size 300 Cylinder, CGAS1	261 CF	CL	HY T	130.46	
Delivery to building floor / room delivery	HY 4.1-T	HYDROGEN 99.9999 T 4.1	261 Cu. Ft.	CL	HY 4.1-T	130.46	
Delivery to building floor / room delivery	BI W2002C-K	HT	T	CL	BI W2002C-K	311.03	
Delivery to building floor / room delivery	BI W2002C-K	(T) Anhydrous (Industrial Grade) Air Style Cylinder, CGAS1	152 CF	CL	BI W2002C-K	311.03	
Delivery to building floor / room delivery	HE 5.0UH-T96	Iron, CO2 20N-K 4.5 K, Analytical, Certified Standard	PK, Ultra High Purity Grade, HE, 5.0UH-T96, Hydrogen, Ultra High Purity, 6 pack, N2	EA	HE 5.0UH-T96	667.95	
Delivery to building floor / room delivery	NI W200	Argon, High Purity 4.8 Size 200 Customized Owned CGA80	230 CF	CL	NI W200	667.95	
Delivery to building floor / room delivery	NI NEE	Nitrogen, Medical NF Grade, Size 4.5 Style Cylinder, CGA86	230 CF	CL	NI NEE	18.44	
Delivery to building floor / room delivery	AR UHP100L7320	Nitrogen NF Size 4 Customized Owned CGA 860	230 CF	CL	NFC	18.44	
Delivery to building floor / room delivery	OX USP230L7320	Argon, Ultra High Purity Grade 5.0, 230 Liter Cylinder (350 PS	5930 CF	CL	OX USP230L7320	117.83	
Delivery to building floor / room delivery	K02H952000291	id Oxygen, USP Grade, Size 230 Liter Cylinder (350 PS	Approx 200 CF	CL	USP230L7320	122.24	
Delivery to building floor / room delivery	AC 5	1.00%, Methane Balance Argon - 10 Size 200	Approx 200 CF	CL	AR002000291	406.39	
Delivery to building floor / room delivery	AC 5T	IGAS (Actual Volume Of Gas In The Cylinder M	101 Cu. Ml.	CL	AC 5	186.98	
Delivery to building floor / room delivery	AC 5T	0 Cubic Foot UOM) (Actual Volume Of Gas In The Cy	297 CF	CL	AC 5T	186.98	
Delivery to building floor / room delivery	ME 3.3UH-T	00 Cubic Foot UOM) (Actual Volume Of Gas In The C	321 CF	CL	SFT	186.98	
Delivery to building floor / room delivery	ME F300	ity, High Pressure Steel T Style Cylinder, 345 244 24, 2400 PSIG, CGA 330	396 CF	CL	HE 01991112	371.72	
Delivery to building floor / room delivery	NI HYD100C	ane, Chemicals Pure 2.5 Grade, Size 300 Cylinder, C	218 SCF	CL	AR HYS14-K	42.19	
Delivery to building floor / room delivery	NI HY300	Industrial Grade Nitrogen, Size 300 Cylinder, CGA 330	311 CF	CL	HY300	33.96	
Delivery to building floor / room delivery	NI HY7-K	n, Industrial Mixture, 4.5 Style Cylinder, CGA 330, volume 2	209 SCF	CL	NI HY7-K	NI HY300	33.96
Delivery to building floor / room delivery	AR 125	ARGON INDUSTRIAL 125	125 CF	CL	AR 125	21.35	
Delivery to building floor / room delivery	HA 143.75P-K	HALOCARBON 14 99.96% SP-K	70 L8	CL	HA 143.75P-K	293.78	
Delivery to building floor / room delivery	AR HYS-T	Argon, Certified Standard Grade, High Pressure Steel T Style Cylinder, 300.5CF, 24	CL	CL	HA 140P-K	293.78	
Delivery to building floor / room delivery	CO 3.0-T	ARBON DIOXIDE 99.99 T 3.0 T, Carbon Dioxide, Cl	73 L8	CL	AI 0.002-K	57.38	
Delivery to building floor / room delivery	AR H400	Argon, Ultra High Purity Grade, Size EA Aluminum Cylin	400 CF	CL	O	59.60	
Delivery to building floor / room delivery	NI G65	Nitrogen Industrial Size 250 8PK CGA 580	1586 CF	CL	CS	42.65	
Delivery to building floor / room delivery	NI HPE	NITROGEN H 9P	1586 CF	CL	NI HPE	42.65	
Delivery to building floor / room delivery	HE HPEK	IA 677 (Availability of this product will vary due to ma	455 CF	CL	HPEK	599.00	
Delivery to building floor / room delivery	NI H930	Iron, Prepared 4.8 Grade Size 300 Cylinder, CGAS	304 CF	CL	HP300	35.66	
Delivery to building floor / room delivery	NI H930	Nitrogen UHP 4.8 Size 300 CGA 877	304 CF	CL	NI H930	35.66	
Delivery to building floor / room delivery	AI UZ15A	% Size 150A Aluminum Cylinder, CGA590 (Total Hydrocarbons 0.1 PPM)	236 CF	CL	UZ15A	34.82	
Delivery to building floor / room delivery	AI Z200	AR ZER0 200	236 CF	CL	Z200	37.12	
Delivery to building floor / room delivery	AR HANCT	HPE1, Balance Argon, High Pressure Steel T Style Cylinder, 301.4CF, 2400PSIG, CGA	57 CF	CL	OS-18-14-0303H	53.04	
Delivery to building floor / room delivery	OX 60	OXIGEN 55 Type Cylinder	57 CF	CL	OX 55	60	
Delivery to building floor / room delivery	CO 5	CARBON DIOXIDE 5-K	5.18	CL	OX 60	28.35	
Delivery to building floor / room delivery	AI M-E	AI M-E	64 L1T	CL	AI M-E	25.20	
Delivery to building floor / room delivery	AI USP	Medical Grade N USP, Air, Size 4 Cylinder, CGA90	23 CF	CL	USP	25.20	
Delivery to building floor / room delivery	HE 4.5-196	High Pressure Steel 4.5 Style Cylinder,					

Delivery to building floor / room delivery	ET 2.0-Q	peccoly Gas Grade, Q Style Cylinder, CGA 350, volum	11 LB	CL	ET 2.0-Q	HG G1533340	\$	423.90
Delivery to building floor / room delivery	ME 6.0RS-K	9999% RES-K, Research Grade, HP 6.0RS-K, Hydrogen, Research	102	CL	HY 6.0RS-K	HG G21461001	\$	755.21
Delivery to building floor / room delivery	ME 5.0RS-K	METHANE 99.999% RES-K	7.07 Cu. Mt.	CL	ME 5.0RS-K	HG G2271181	\$	483.82
Delivery to building floor / room delivery	ME 1LB	rch Gr 5 0 Size 1A CGA 180 Methane Research Gr 5 0 Size 1B CGA 180	180	CL	1LB	HG G2271181	\$	483.82
Delivery to building floor / room delivery	NI CD59111-K	vide (202) 576, Hydrogen 5% Balance Nitrogen, Certif	242 SCF	CL	NI CD59111-K	HK G2684921	\$	529.43
Delivery to building floor / room delivery	NI CDHYCS-K	Nitrogen, Certified Standard, K Style Cylinder, CGA 5	228 SCF	CL	NI CDHYCS-K	HK G2684921	\$	529.43
Delivery to building floor / room delivery	OX M-AE6NGVNTG	OX M-AE6NGVNTG		CL	OX M-AE6NGVNTG	OX MEA07	\$	19.80
Delivery to building floor / room delivery	OX M-AE6RS	OX M-AE6RS		CL	OX M-AE6RS	OX MEA07	\$	19.80
Delivery to building floor / room delivery	OX USPEAWB	OX USPEAWB		CL	OX USPEAWB	OX MEA07	\$	19.80
Delivery to building floor / room delivery	OX USPEWB	OX USPEWB		CL	OX USPEWB	OX MEA07	\$	19.80
Delivery to building floor / room delivery	HE DKS21-K	1, USP Grade, Size EA Cylinder With Walk-Off Bout Ro	24 CF	CL	HE DKS21-K	HK G2684044	\$	617.71
Delivery to building floor / room delivery	CD F1601350	LIQUID CARBON DIOXIDE FOOD GRADE 160LTRS 130PSI		CL	CD F1601350	CD F1601350	\$	197.78
Delivery to building floor / room delivery	EY 2.5-Q	Hy Specificity Gas Grade, K Style Cylinder, CGA 350, v	2.18	CL	EY 2.5-Q	HG G1538240	\$	195.47
Delivery to building floor / room delivery	GS STE160	Hy Balance Argon Gas(GasTMT, SteamNETM, Size 60 Cylinder, CGA880		CL	STE160	AR G216150	\$	19.79
Delivery to building floor / room delivery	HE CH80	80 Cylinder, CGA880 (Availability of this product with	75 CF	CL	CH80	HG G2137140	\$	847.65
Delivery to building floor / room delivery	HY 5.0UH-6K	HY 5.0UH-6K, Ultra High Purity Grade, HY 5.0UH-6K, Hydrogen, Ultra High Purity, H2		CL	HY 5.0UH-6K	PN would need to be created	Upon Request	
Delivery to building floor / room delivery	HY UHP6K	HYDROGEN UHP SIZE 6K 6000 PSI		CL	HY UHP6K	PN would need to be created	Upon Request	
Delivery to building floor / room delivery	ME 2.0-K	METHANE 99.99% K	255 CF	CL	ME 2.0-K	HG G1373301	\$	184.24
Delivery to building floor / room delivery	ME 3.74-K	Hy Gas Grade, K Style Cylinder, CGA 350, volume 255	255 SCF	CL	ME 3.74-K	SG G1949101	\$	294.08
Delivery to building floor / room delivery	ME 3.7UH-K	METHANE 99.97% UHP-K	255 CF	CL	ME 3.7UH-K	SG G1949101	\$	294.08
Delivery to building floor / room delivery	ME CP200	ane, Chemically Pure 2.5 Grade, Size 200 Cylinder, CI	260 CF	CL	CP200	SG G1949101	\$	294.08
Delivery to building floor / room delivery	ME RES	Methane Research Grade 5.5 Size 200 CGA850	46 CF	CL	ME RES	HG G2211500	\$	498.80
Delivery to building floor / room delivery	ME UHP200	ane, Ultra High Purity 4.0 Grade, Size 200 Cylinder, CI	260 CF	CL	UHP200	HG G1881101	\$	356.49
Delivery to building floor / room delivery	NI CD21A	Hy Chem-cal Zero Grade 5.5 Size 150A CGA 580 Balch J	142 CF	CL	NI CD21A	HG G1881101	\$	408.85
Delivery to building floor / room delivery	NI CD200	ITROGEN CEM Cal, ZERO GRADE 5.5 SIZE 200 CGA 580		CL	NI CD200	HG G1881101	\$	408.85
Delivery to building floor / room delivery	OX 230J T320	dustrial Liquid Oxygen, Size 230 Liter Cylinder (230 P	6244 CF	CL	230J T320	OX L320-230	\$	111.48
Delivery to building floor / room delivery	OX LC230-230	OX-FGEN-LIQUID LC230-230 P#		CL	OX LC230-230	OX L320-230	\$	111.48
Delivery to building floor / room delivery	XO2H95G300051	BT 5% HYDROGEN BALANCE ARGON SIZE 300		CL	XO2H95G300051	SK G2674963	\$	44.52
Delivery to building floor / room delivery	XO2H95G30005141	drogen Balance Helium Size 300 Certified Standard CI	259 CF	CL	XO2H95G30005141	HK G2697798	\$	622.52
Delivery to building floor / room delivery	XO2H95G30005104	argon Dioxide Balance Nitrogen Size 200 Certified S	Approx 200 CF	CL	XO2H95G30005104	HK G2681867	\$	458.28
Delivery to building floor / room delivery	XO2H95G300051071	argon Dioxide Balance Nitrogen Size 200 Certified S	Approx 200 CF	CL	XO2H95G300051071	SK G2684671	\$	178.17
Delivery to building floor / room delivery	ME 2.0-T	METHANE 99.99% T	346 CF	CL	ME 2.0-T	HG G1373312	\$	187.98
Delivery to building floor / room delivery	NI CD200-K	NI CD200-K		CL	NI CD200-K	NI CD200-K	\$	39.86
Delivery to building floor / room delivery	AC 2.6AA-AS	ACETYLENE 99.99% AA-AS	10.81 Cu. Mt.	CL	AC 2.6AA-AS	HG G1301202	\$	601.41
Delivery to building floor / room delivery	NI HY3C-K	Hydrogen Nitrogen, Hydrogen 3%, Primary Standard Gra	205 SCF	CL	NI HY3C-K	NI HY3C-K	\$	28.76
Delivery to building floor / room delivery	HE 5.0UH-AQ	HP AQ, Ultra High Purity Grade, HE 5.0UH-AQ, Helium, Ultra High Purity, HE		CL	HE 5.0UH-AQ	HE UHP60A	\$	97.88
Delivery to building floor / room delivery	HE 5.0UH-TP6	HELIUM 99.999% UHP T 6PK	1746 CF	PG	HE 5.0UH-TP6	HE UHP66-300	\$	1,484.17
Delivery to building floor / room delivery	AR 1.00C-AS	Grade, AS Style Cylinder, CGA 590, volume 144 stand	144 SCF	CL	AR 1.00C-AS	HG G1105418	\$	340.76
Delivery to building floor / room delivery	AR 6.0RS-K	ARGON 99.9999% RES-K	248 SCF	CL	AR 6.0RS-K	HG G2101101	\$	1,054.67
Delivery to building floor / room delivery	AR CD10C-K	ARG-CD 10% CS-K	269 CF	CL	AR CD10C-K	AR CD10250	\$	43.00
Delivery to building floor / room delivery	AR HY2C-K	bon, Certified Standard, K Style Cylinder, CGA 350, v	218 SCF	CL	AR HY2C-K	HK G2684976	\$	520.12
Delivery to building floor / room delivery	EV NINX5M-AS	Nitrogen Dioxide 5 PPM CM AS Style Cylinder, Certified Master Grade		CL	EV NINX5M-AS	HK GM150513TH	\$	963.71
Delivery to building floor / room delivery	HE DKS2C-K	ertified Standard, K Style Cylinder, CGA 590, volume ;	200 SCF	CL	HE DKS2C-K	HK G2684761	\$	625.80
Delivery to building floor / room delivery	NI CD506-K	% Oxygen(2) Batch Assayd Grade,212 cu USGA 1	212CF	CL	NI CD506-K	SK G26891417	\$	283.41
Delivery to building floor / room delivery	NS 4.8SP-T	imiconductor Process Grade, K Style Cylinder, CGA 33	64.18	CL	NS 4.8SP-K	HG G1675704	\$	1,037.18
Delivery to building floor / room delivery	NS 4.8SP-K	placable in: Electronic, Semiconductor Process, Dopant, Etchant, Reactant, Fabricat		CL	NS 4.8SP-T	HG G1675704	\$	1,037.18
Delivery to building floor / room delivery	OX 80	NITROUS OXIDE 99.9995% P#	64.18	CL	NS 5.5SP-K	HG G1675704	\$	1,037.18
Delivery to building floor / room delivery	OX 80	Industrial Grade Oxygen, Size 80 Cylinder, CGA540	85 CF	CL	OX 80	OX 80	\$	28.73
Delivery to building floor / room delivery	OX 80	OX 80		CL	OX 80	OX 80	\$	28.73
Delivery to building floor / room delivery	OX 80	OX 80		CL	OX 80	OX 80	\$	28.73
Delivery to building floor / room delivery	PR 2.5-A3	PROPANE 99.5% A3, PROPYLENE 99.5% A3,	9.18	CL	PR 2.5-A3	HG G2471150	\$	176.75
Delivery to building floor / room delivery	HE HY2C-K	3HE Bal CH8, PROPYLENE 99.5% A3, PROPYLENE 99.5% A3,	184 SCF	CL	PR 2.5-A3	HG G1393201	\$	412.66
Delivery to building floor / room delivery	HE HY2C-K	ertified Standard, K Style Cylinder, CGA 350, volume	184 SCF	CL	HE HY2C-K	HK G2691728	\$	483.06
Delivery to building floor / room delivery	HE 5.0UH-6PK	HELIUM 99.999% UHP K 6PK	1308 CF	PG	HE 5.0UH-6PK	HE UHP66-300	\$	1,125.74

Current Item Name	Supplier	Item Number	UC Price	UC Price per lb	MATHESON OFFERS UC 10% OFF FOR ALL HARDGOODS
50 lb. Dry Ice Pellet in bag	Matheson				
50 lb. Dry Ice Slab wrapped	Matheson				
Bulk Dry Ice Pellet in tote	Matheson	CD ICEBOX500			
Bulk Dry Ice Slab in tote	Matheson				
100 lb. tote	Matheson	CD ICEBOX200			
200 lb. tote	Matheson	CD ICEBOX200			

Current Item Name	Campus	Volume	Unit	Supplier	UC Price	List Price	Unit
Liquid Helium	Berkeley	2,500	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	Davis	400	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	Irvine	500	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	Los Angeles	400	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	Merced	60	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	Riverside	100	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	San Diego	1,200	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	San Francisco	1,200	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	Santa Barbara	600	Liter per Month	Matheson	\$21.50	101.42	Liter
Liquid Helium	Santa Cruz	160	Liter per Month	Matheson	\$21.50	101.42	Liter

MATHESON OFFERS UC 10% OFF FOR ALL HARDGOODS

Current Product	Tank Size	Estimated Monthly Volume	Unit of Measure	Price/Unit	Equipment / Facility Fee	MATHESON OFFERS UC 10% OFF FOR ALL HARDGOODS
GCA Industrial Grade Nitrogen, bulk liquid	3,000 Gallons		Cubic Foot			
GCA Industrial Grade Nitrogen, bulk liquid	3,000 Gallons	65,125 CCF	Cubic Foot			
GCA Industrial Grade Nitrogen, bulk liquid	3,000 Gallons		Cubic Foot			
GCA Industrial Grade Nitrogen, bulk liquid	1,500 Gallons		Cubic Foot			

Matheson is awarded based on pricing provided and availability to support the entire UC system. The pricing will vary based on volume and distance from the ASU. Call your local representative for pricing.

*Price per unit (column E) should be inclusive of all fees, including freight, loading, unloading, etc.
 **Provide separate fee for tank rental (column F) for a full pricing model



ARTICLE 1. PURPOSE AND INTRODUCTION

- A. In the course of providing the Goods and/or Services contemplated by the Agreement, Supplier may gain access to the University of California's (UC) Institutional Information and/or IT Resources (both defined below). In such an event, UC and Supplier desire to appropriately protect Institutional Information and IT Resources. The purpose of this Appendix-Data Security is to specify Supplier's cybersecurity and risk management responsibilities when Supplier has access to Institutional Information and/or IT Resources.
- B. Any capitalized terms used here have the meaning ascribed to such terms as set forth in the Agreement or Incorporated Documents.
- C. Supplier must provide commercially acceptable cybersecurity and cyber risk management to protect Institutional Information and/or IT Resources. This must include, but is not limited to the Supplier:
1. Developing and documenting a plan that protects Institutional Information and IT Resources.
 - Supplier must responsibly execute this plan.
 - Supplier's approach must conform to a recognized cybersecurity framework designed for that purpose.¹
 - Supplier's information security plan must be supported by a third-party review or certification. Supplier may only use an alternative to a third-party review if approved by the responsible UC Information Security Officer.
 2. Conducting an accurate and thorough assessment of the potential risks to and vulnerabilities of the security of the Institutional Information and/or IT Resources. Supplier must mitigate anticipated risks effectively. This includes implementing commercially acceptable security policies, procedures, and practices that protect Institutional Information and/or IT Resources.
 3. Updating its plan to effectively address new cybersecurity risks.
 4. Complying with pertinent contractual and regulatory responsibilities.
 5. Providing UC with evidence of compliance with Supplier's information security plan.
 6. Keeping UC informed with timely updates on risks, vulnerabilities, Security Incidents, and Breaches.
 7. Keeping UC informed of any measures UC must perform to ensure the security of Institutional Information and IT Resources.

¹ Examples include the latest versions of PCI DSS, NIST CSF, CIS Critical Security Controls, ISO 27002, NIST SP 800-53 and NIST SP 800-171.

- D. If, in the course of providing the Goods and/or Services under the Agreement, Supplier engages in transactions with UC affiliated individuals (including but not limited to: students, staff, faculty, customers, patients, guests, volunteers, visitors, research subjects, etc.), as a benefit and result of the Agreement, Supplier must treat any data about UC affiliated individuals that Supplier creates, receives, and/or collects in the course of those transactions with the same level of privacy and security protections and standards as required of Institutional Information by this Appendix.
- E. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the same terms and conditions contained in this Appendix on any sub-supplier retained by Supplier to provide or assist in providing the Goods and/or Services to UC.
- F. To the extent that a requirement of this Appendix conflicts with those of any other UC Agreement or Incorporated Document, the most stringent requirement (including but not limited to: least risk to UC, shortest time, best practice, etc.) will apply.

ARTICLE 2. DEFINED TERMS

- A. **“Breach”** means: (1) Any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) Unauthorized or unlawful acquisition of information that compromises the security, confidentiality, or integrity of Institutional Information and/or IT Resources; or (3) The acquisition, access, use, or disclosure of protected health information (PHI) or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law.
- B. **“Illicit Code”** means: (1) Any code UC would not reasonably expect to be present or operating; (2) Hidden software or functionality with adverse or undesired actions or consequences; (3) Code that replicates or transmits Institutional Information or activates operating systems or other similar services without the express knowledge and approval of UC; (4) Code that alters, damages, or erases any Institutional Information or software without the express knowledge and approval of UC; or (5) Code or apparatus that functions in any way as a: key lock, node lock, time-out, “back door,” “trap door,” “booby trap,” “dead drop device,” “data scrambling device,” or other function, regardless of how it is implemented, which is intended to alter or restrict the use of or access to any Institutional Information and/or IT Resources.
- C. **“Institutional Information”** means: Any information or data created, received, and/or collected by UC or on its behalf, including but not limited to: application logs, metadata, and data derived from such data.
- D. **“IT Resource”** means: IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business. IT Resources include, but are not limited to: personal and mobile computing systems and devices,

mobile phones, printers, network devices, industrial control systems (including but not limited to: SCADA, PLCs, DPC, Operational Technology, etc.), access control systems, digital video monitoring systems, data storage systems, data processing systems, backup systems, electronic and physical media, biometric and access tokens, Internet of Things (IoT), or any other device that connects to any UC network.

E. **“Major Change”** means: The implementation of a change that could have an effect on the security of an IT Resource or Institutional Information. The scope includes changes to architectures, processes, tools, metrics, and documentation, as well as changes to IT services and other configuration items. These include changes related to:

1. Technology upgrades or migrations.
2. Responses to Security Incidents.
3. Modifications of scope (data elements, features, location of Institutional Information, etc.).
4. Regulatory guidance.
5. Law and legal regulations.
6. Responses to risk assessments.
7. Addressing vulnerabilities.
8. Material updates or shifts in technologies used by Supplier.

F. **“Security Incident”** means: (1) A material compromise of the confidentiality, integrity, or availability of Institutional Information; (2) A single event or a series of unwanted or unexpected events that has a significant probability of compromising UC business operations or threatening Institutional Information and/or IT Resources; (3) Any event involving a cyber intrusion; or (4) A material failure of Supplier’s administrative, technical, or physical controls that resulted or could have resulted in an adverse impact to the confidentiality, integrity, or availability of Institutional Information or IT Resources.

ARTICLE 3. ACCESS TO INSTITUTIONAL INFORMATION AND IT RESOURCES

A. Supplier must limit its access to, use of, and disclosure of Institutional Information and IT Resources to the least invasive degree necessary required to provide the Goods and/or Services.

1. Supplier may not access or use Institutional Information and IT Resources for any purpose except to provide the Goods and/or Services.
2. For the avoidance of doubt, Supplier may not access, use, or disclose Institutional Information and IT Resources outside the scope of the Agreement for purposes of, including but not limited to: marketing, advertising, research, sale, or licensing unless expressly approved in writing by UC.

B. In the event that Goods and/or Services include the review of a specific Security Incident or a threat to or anomaly in Institutional Information or IT Resources, Supplier must limit inspection to the least invasive degree necessary required to perform the investigation.

ARTICLE 4. SUPPLIER'S INFORMATION SECURITY PLAN AND RESPONSIBILITIES

- A. Supplier acknowledges that UC must comply with information security standards as required by law, regulation, and regulatory guidance, as well as by UC's internal security program that protects Institutional Information and IT Resources.
- B. Supplier must establish, maintain, comply with, and responsibly execute its information security plan.
- C. Supplier's initial information security plan is attached as Exhibit 2 and incorporated by reference.
- D. Updates to Exhibit 2 will occur as follows:
1. On an annual basis, Supplier will review its information security plan, update it as needed, and submit it upon written request by UC.
 2. In the event of a Major Change, Supplier will review its information security plan, update it as needed, and submit it to UC as detailed herein.
- E. If Supplier makes any material modifications to its information security plan that will affect the security of Institutional Information and IT Resources, Supplier must notify UC within seventy-two (72) calendar hours and identify the changes.
- F. Supplier's Information Security Plan must:
1. Ensure the security (including but not limited to: confidentiality, integrity, and availability) of Institutional Information and IT Resources through the use and maintenance of appropriate administrative, technical, and physical controls;
 2. Protect against any reasonably anticipated threats or hazards to Institutional Information and IT Resources;
 3. Address the risks associated with Supplier having access to Institutional Information and IT Resources;
 4. Comply with applicable regulations and/or external obligations listed in Exhibit 1;
 5. Comply with all applicable legal and regulatory requirements for data protection, security, and privacy;
 6. Clearly document the cybersecurity responsibilities of each party;
 7. Follow UC records retention requirements outlined in the Statement of Work (SOW) or in UC's Terms and Conditions;
 8. Prevent the sharing of passwords or authentication secrets that provide access to Institutional Information and/or IT Resources;
 9. Prevent the use of passphrases (passwords) or other authentication secrets that are common across customers or multiple unrelated UC sites or units;
 10. Prevent unauthorized access to Institutional Information and IT Resources;
 11. Prevent unauthorized changes to IT Resources;
 12. Prevent the reduction, removal, or turning off of any security control without express written approval from UC;

13. Prevent the creation of new Supplier accounts to access Institutional Information and IT Resources without express written approval from UC;
14. Prevent the storing, harvesting, or passing through of UC credentials (username, password, authentication secret, or other factor); and
15. Prevent the use or copying of Institutional Information for any purpose not authorized under the Agreement or any associated Statement of Work (SOW).

ARTICLE 5. REQUESTS FROM UC AND EVIDENCE OF COMPLIANCE

- A. Supplier must provide UC with evidence that demonstrates to UC's reasonable satisfaction Supplier's adherence to its information security plan (including but not limited to: third-party report, attestation signed by an authorized individual, attestation of compliance by a qualified assessor, or a mutually agreed upon equivalent) upon execution of the Agreement, upon reasonable request (including but not limited to: annually, after Major Changes, and/or as a result of a Security Incident), or as required by any applicable regulatory or governmental authority.
- B. Supplier must respond to UC's reasonable questions related to cybersecurity controls, Security Incidents, or Major Changes, newly published vulnerabilities, and/or risk assessments within ten (10) business days.
- C. UC may request and perform a security audit using a qualified third party or a mutually agreed upon alternative annually or as a result of a Breach.

ARTICLE 6. NOTIFICATION OF MAJOR CHANGES AND VULNERABILITY DISCLOSURES

- A. Within twenty (20) business days, Supplier must notify UC regarding changes in Supplier's security posture or IT infrastructure. Such notices must occur:
 1. When Major Changes happen.
 2. When Supplier becomes aware of a vulnerability that warrants a CVE² rating of "High" or "Critical," based on the latest CVE version, for which a patch is not yet available or for which Supplier will delay application of an available patch.
- B. Supplier must use commercially acceptable efforts to remediate, within twenty (20) business days, any vulnerability rated as CVE High or Critical.
- C. In response to Major Changes, Supplier must update its information security plan no later than fifteen (15) days into the next calendar quarter and must provide updated evidence of compliance with the information security plan.

² Common Vulnerabilities and Exposures (CVE) is a dictionary-type list of standardized names for vulnerabilities and other information related to security exposures maintained by The MITRE Corporation. CVE aims to standardize the names for all publicly known vulnerabilities and security exposures. The goal of CVE is to make it easier to share data across separate vulnerability databases and security tools. The CVE list can be found at: cve.mitre.org

ARTICLE 7. RETURN AND DISPOSAL OF INSTITUTIONAL INFORMATION

- A. Within thirty (30) calendar days of the termination, cancellation, expiration, or other conclusion of the Agreement, Supplier must return all Institutional Information to UC and then dispose of the Institutional Information in possession of Supplier as detailed herein. This provision also applies to all Institutional Information that is in the possession of sub-suppliers or agents of Supplier.
- B. Such disposal will be accomplished using the methods described in UC's Institutional Information Disposal Standard (<https://security.ucop.edu/policies/institutional-information-disposal.html>) or an alternative approved by UC.
- C. Supplier will certify in writing to UC that such return and/or disposal has been completed.
- D. If Supplier believes that return and/or disposal of Institutional Information is technically impossible or impractical, Supplier must provide UC with a written statement explaining the reason for this conclusion. If UC determines that return and/or disposal is technically impossible or impractical, Supplier will continue to protect the Institutional Information in accordance with the terms of this Appendix for as long as the Institutional Information is in Supplier's possession.

ARTICLE 8. NOTIFICATION OF CORRESPONDENCE CONCERNING INSTITUTIONAL INFORMATION

- A. Supplier agrees to notify UC promptly, both orally and in writing, but in no event more than seventy-two (72) calendar hours after Supplier receives correspondence or a complaint that relates to a regulation, contractual obligation, Breach, or material risk concerning Institutional Information. For purposes of this Article 8.A, a correspondence or complaint may include, but is not limited to, any communication that originates from law enforcement, regulatory or governmental agencies, government investigators, corporations, or an individual, but excludes normal customer service correspondence or inquiries.

ARTICLE 9. COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS

- A. **Reporting of Breach or Security Incident:** If Supplier reasonably suspects or confirms a Breach and/or a Security Incident impacting Institutional Information and/or IT Resources, Supplier must promptly notify UC both orally and in writing using the contacts in the Agreement. Supplier must provide such notifications no later than (1) seventy-two (72) calendar hours after the initial suspicion of a Security Incident and/or Breach and (2) seventy-two (72) calendar hours after the initial confirmation of a Security Incident and/or Breach, if Supplier is able to make such a confirmation. Supplier's notification must identify:
1. Contacts for both technical and management coordination;

2. Escalation and identifying information, such as ticket numbers, system identifiers, etc.;
 3. The nature of the Breach and/or Security Incident;
 4. The Institutional Information and/or IT Resources affected;
 5. What Supplier has done or will do to mitigate any deleterious effect; and
 6. What corrective action Supplier has taken or will take to prevent future Security Incidents.
- B. Supplier will provide other information as reasonably requested by UC.
- C. In the event of a suspected Breach and/or Security Incident, Supplier will keep UC informed regularly of the progress of its investigation until the incident is resolved.
- D. **Coordination of Breach Response or Security Incident Activities:** Supplier will fully cooperate with UC's investigation of any Breach and/or Security Incident involving Supplier and/or Goods and/or Services. Supplier's full cooperation will include, but not be limited to, Supplier:
1. Promptly preserving any potential forensic evidence relating to the Breach and/or Security Incident;
 2. Remediating the Breach and/or Security Incident as quickly as circumstances permit;
 3. Promptly, but no more than seventy two (72) calendar hours after the discovery of Breach and/or Security Incident, designating a contact person to whom UC will direct inquiries and who will communicate Supplier responses to UC inquiries;
 4. As rapidly as circumstances permit, assigning/using appropriate resources to remedy, investigate, and document the Breach and/or Security Incident, to restore UC service(s) as directed by UC, and undertake appropriate response activities;
 5. Providing status reports to UC regarding Breach and Security Incident response activities, either on a daily basis or a frequency approved by UC;
 6. Coordinating all media, law enforcement, or other Breach and/or Security Incident notifications with UC in advance of such notification(s), unless expressly prohibited by law;
 7. Ensuring that knowledgeable Supplier employees are available on short notice, if needed, to participate in UC and Supplier initiated meetings and/or conference calls regarding the Breach and/or Security Incident; and
 8. Ensuring that knowledgeable Supplier employees and agents participate in after-action analysis, including root cause analysis and preventive action planning.
- E. **Breaches and Security Incidents – Corrective And Preventive Action:** As a result of a Breach and/or Security Incident impacting Institutional Information and/or IT Resources, and upon UC's request, Supplier must prepare a report detailing corrective and preventive actions. The report must include:

1. A mutually agreed upon timeline for the corrective and preventive actions based on the nature of the Breach and/or Security Incident;
 2. Identification and description of the root causes; and
 3. Precise steps Supplier will take to address the failures in the underlying administrative, technical, and/or physical controls to mitigate damages and future cyber risk.
- F. **Costs:** Supplier must reimburse UC for reasonable costs related to responding to Breaches impacting Institutional Information and IT Resources caused by Supplier. This includes all costs associated with notice and/or remediation of the Breach.
- G. **Grounds for Termination:** Any Breach may be grounds for termination of the Agreement by UC. Agreement obligations to secure, dispose, and report continue through the resolution of the Breach and/or Security Incident.

ARTICLE 10. ILLICIT CODE WARRANTY

- A. Supplier represents and warrants that the Goods and/or Services do not contain Illicit Code.
- B. To the extent that any Goods and/or Services have Illicit Code written into them, Supplier will be in breach of this Agreement, and no cure period will apply.
- C. Supplier agrees, in order to protect UC from damages that may be intentionally or unintentionally caused by the introduction of Illicit Code, to promptly isolate or otherwise secure and then return Institutional Information and/or IT Resources.
- D. Supplier acknowledges that it does not have any right to electronically hold Institutional Information or assert any claim against UC by withholding the Goods and/or Services using Illicit Code.
- E. Should Supplier learn of the presence of Illicit Code, Supplier will promptly provide UC with written notice explaining the scope and associated risk.
- F. Supplier represents and warrants that it will take commercially reasonable steps to promptly remove Illicit Code.
- G. Supplier represents and warrants that even if Illicit Code is unintentionally installed via any method, Supplier will never utilize the Illicit Code.
- H. This provision does not relate to malware or viruses that attack the running IT Resource. These are covered under ARTICLE 9 - COORDINATING, REPORTING, AND RESPONDING TO BREACHES AND SECURITY INCIDENTS.

ARTICLE 11. BACKGROUND CHECKS

- A. Before Supplier's employee, sub-supplier, or agent may access Institutional Information and/or IT Resources classified at Protection Level 3 or Protection Level 4³, Supplier must conduct a thorough and pertinent background check. Supplier must evaluate the results prior to granting access in order to assure that there is no indication

³ See Exhibit 1.

that the employee, sub-supplier, or agent presents a risk to Institutional Information and IT Resources.

B. Supplier must retain each employee's, sub-supplier's, or agent's background check documentation for a period of three (3) years following the termination of the Agreement.

Exhibit 1 – Institutional Information

1. Protection Level Classification⁴:

- Protection Level 1
- Protection Level 2
- Protection Level 3
- Protection Level 4

Explanation: [Optional, add detail if needed, may be covered in SOW]

The Protection Level determines the applicable cyber security insurance requirement in the Terms and Conditions.

2. Institutional Information data element descriptors:

Select all data types that apply:

- A. Animal Research Data.
- B. Controlled Technical Information (CTI).
- C. Controlled Unclassified Information (CUI) – 800-171/NARA.
- D. Defense Department: Covered Defense Information (CDI).
- E. Federal Acquisition Regulations (FARS/DFAR) other than CUI.
- F. GDPR personal data.
- G. GDPR special data.
- H. Health data – other identifiable medical data not covered by HIPAA. (Including but not limited to: occupational health, special accommodation, or services qualification, etc.)
- I. Health Records subject to HIPAA Privacy or Security Rule (PHI).
- J. Human Subject Research Data.
 - 1. Identified.
 - 2. Anonymized.
- K. Intellectual property (IP), such as patents, copyright, or trade secrets.
- L. ITAR/EAR-controlled data.
- M. Payment card data (PCI, PCI DSS).
- N. Personally identifiable information – PII.
- O. Student data, whether or not subject to FERPA.
- P. Other: _____
- Q. Other: _____

⁴ For reference see: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- R. Other: _____
- S. Other: _____

3. Institutional Information Regulation or Contract Requirements:

Select all regulations or external obligations that apply to inform UC and the Supplier of obligations related to this Appendix:

Privacy (* indicates data security requirements are also present)

- A. California Confidentiality of Medical Information Act (CMIA) *.
- B. California Consumer Privacy Act (CCPA).
- C. California Information Practices Act (IPA).
- D. European Union General Data Protection Regulation (GDPR)*.
- E. Family Educational Rights and Privacy Act (FERPA) *.
- F. Federal Policy for the Protection of Human Subjects (“Common Rule”).
- G. Genetic Information Nondiscrimination Act (GINA).
- H. Gramm-Leach-Bliley Act (GLBA) (Student Financial Aid) *.
- I. Health Insurance Portability and Accountability Act/Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) *.
- J. Substance Abuse and Mental Health Services Administration SAMHSA (CFR 42 Part 2).
- K. The Fair and Accurate Credit Transaction Act (FACTA).
- L. The Fair Credit Reporting Act (FCRA).

Data Security

- M. Chemical Facility Anti-Terrorism Standards (CFATS).
- N. Defense Federal Acquisition Regulations (DFARS).
- O. Export Administration Regulations (EAR).
- P. Federal Acquisition Regulations (FARS).
- Q. Federal Information Security Modernization Act (FISMA).
- R. International Traffic in Arms Regulations (ITAR).
- S. Payment card data (PCI, PCI DSS).
- T. Toxic Substances Control Act (TSCA).
- U. Other: _____
- V. Other: _____
- W. Other: _____
- X. Other: _____

Exhibit 2

Supplier's Initial Information Security Plan

[Supplier to provide and update per the Appendix DS requirements.]



UNIVERSITY OF CALIFORNIA

Appendix – Business Associate Agreement

This Appendix - Business Associate Agreement ("Appendix BAA") supplements and is made a part of any and all agreements entered into by and between The Regents of the University of California, a California corporation ("UC"), on behalf of its University of California Health System and Matheson Tri-Gas, Inc., Business Associate ("BA").

RECITALS

- A. UC is a "Covered Entity" as defined under 45 C.F.R. § 160.103
- B. UC and BA are entering into or have entered into, and may in the future enter into, one or more agreements (each an "Underlying Agreement") under which BA performs functions or activities for or on behalf of, or provides services to UC ("Services") that involve receiving, creating, maintaining and/or transmitting Protected Health Information ("PHI") of UC as a "Business Associate" of UC as defined under 45 C.F.R. § 160.103. This Appendix BAA shall only be operative in the event and to the extent this Appendix BAA is incorporated into an Underlying Agreement between UC and BA.
- C. UC and BA desire to protect the privacy and provide for the security of PHI used by or disclosed to BA in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) (the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), California Civil Code § 56 et seq., §§1798.82 and 1798.29, and other applicable laws and regulations. The purpose of this BA Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR § 164.504(e), the HITECH Act, including Subtitle D, part 1, as they may be amended from time to time, and similar requirements under California law.
- D. UC has designated all of its HIPAA health care components as a single component of its hybrid entity and therefore this BA Agreement is binding on all other UC health care components (collectively, the Single Health Care Component or the SHCC). This BA Agreement is effective on the date of the Underlying Agreement under which BA provides Services to UC ("Effective Date").

1. DEFINITIONS

Except for PHI, all capitalized terms in this Appendix BAA shall have the same meaning as those terms in the HIPAA Regulations.

PHI shall have the same meaning as "protected health information" in the HIPAA Regulations that is created, received, maintained, or transmitted by Business Associate or any Subcontractor on behalf of UC and shall also include "medical information" as defined at Cal. Civ. Code § 56.05.

2. OBLIGATIONS OF BA

BA agrees to:

- A. Comply with the requirements of the Privacy Rule that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under the Privacy Rule. BA also agrees to comply with the requirements of California state privacy laws and regulations that apply to UC in carrying out such obligations, to the extent BA carries out any obligations of UC under California Civil Code § 1798 et seq., California Civil Code § 56 et seq., and California Health & Safety Code §§ 1280.15 and 1280.18, as applicable, unless otherwise mutually agreed to by BA and UC.
- B. Not Use or Disclose PHI other than as permitted or required by the Underlying Agreement or as required by law.
- C. Use appropriate safeguards, and comply, where applicable, with 45 C.F.R. § 164 Subpart C with respect to ePHI, to prevent the Use or Disclosure of PHI other than as provided for by the Underlying Agreement(s) and the Appendix BAA.
- D. Notify UC, orally and in writing, as soon as possible, but in no event more than five (5) calendar days, after BA becomes aware of any Use or Disclosure of the PHI not permitted or required by the Appendix BAA or Underlying Agreement(s), including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410 and potential compromises of UC PHI, including potential inappropriate access, acquisition, use or disclosure of UC PHI (each, collectively an “Incident”). BA shall be deemed to be aware of any such Incident, as of the first day on which it becomes aware of it, or by exercising reasonable diligence, should have been known to its officers, employees, agents or sub-suppliers. The notification to UC shall include, to the extent possible, each individual whose unsecured PHI has been, or is reasonably believed by BA to have been, accessed, acquired, used or disclosed during such Incident. BA shall further provide UC with any other available information that UC is required to include in a notification to affected individuals at the time of the notification to UC, or promptly thereafter as information becomes available. BA shall take prompt corrective action to remedy any such Incident, and, as soon as possible, shall provide to UC in writing: (i) the actions initiated by the BA to mitigate, to the extent practicable, any harmful effect of such Incident; and (ii) the corrective action BA has initiated or plans to initiate to prevent future similar Incidents.
- E. Ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the BA agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such PHI.
- F. If BA maintains PHI in a Designated Record Set, BA shall make the PHI in the Designated Record Set available to UC, or if directed by UC to the Individual or the Individual’s designee, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.524.
- G. If BA maintains PHI in a Designated Record Set, BA shall make any amendments directed or agreed to by UC pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.526.

- H. Maintain and make available the information required to provide an accounting of disclosures to UC, or if directed by UC to the Individual, as necessary to satisfy UC’s obligations under 45 C.F.R. § 164.528.
- I. Make its internal practices, books, and records, relating to the Use and Disclosure of PHI available to UC, and to the Secretary for purposes of determining UC’s compliance with HIPAA, HITECH and their implementing regulations.

3. PERMITTED USES AND DISCLOSURES BY BA

BA may only Use or Disclose the Minimum Necessary PHI to perform the services set forth in the Underlying Agreement.

4. TERM AND TERMINATION

- A. Termination for Cause. UC may terminate this Appendix BAA and any Underlying Agreement(s), if UC determines BA has violated a material term of the Appendix BAA.
- B. Upon termination of this Appendix BAA for any reason, with respect to PHI received from UC, or created, maintained, or received by BA on behalf of UC, BA shall return to UC, or if agreed to by UC, destroy, all such PHI that BA still maintains in any form, and retain no copies of such PHI.

To the extent return or destruction of UC PHI is not feasible, BA shall (1) retain only that PHI which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities; and (2) continue to use appropriate safeguards for such UC PHI and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI.

- C. Survival. The obligations of BA under this Section 4.B shall survive the termination of this Appendix BAA and any Underlying Agreement(s).

The Appendix BAA is signed below by the parties’ duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA



(Signature)


Paul Williams, Chief Procurement Officer
(Printed Name, Title)

August 10, 2021
(Date)

BUSINESS ASSOCIATE

Matheson Tri-Gas, Inc.

(Supplier Name)



Thomas S. Kallman (Jan 20, 2024 04:56 CST)

(Signature)

Thomas S. Kallman Chairman & CEO
(Printed Name, Title)

Jan 20, 2024
(Date)

Appendix - GDPR (EEA and UK)

During the course of providing Services to, or on behalf of, UC pursuant to the Agreement between UC and Supplier dated Jan 17, 2024, Supplier may process personal data as defined below. The Parties agree that with respect to the processing of personal data pursuant to the Agreement or this Appendix – General Data Protection Regulation (“Appendix GDPR”), UC is the data controller (and shall hereinafter be referred to as the “Controller”), and Supplier is the data processor (and shall hereinafter be referred to as the “Processor”), as those terms are defined by the applicable law. The Parties have agreed that the Processor will provide the Services to the Controller pursuant to and in accordance with the terms and conditions of the Agreement and this Appendix GDPR. In the event of a conflict between the terms of this Appendix GDPR and the Agreement or any amendment or appendix thereto, the terms of this Appendix GDPR shall govern. Supplier agrees to be bound by the obligations set forth in this Appendix GDPR. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix GDPR on any third party retained by Supplier to provide Services for or on behalf of UC.

A. Definitions

Capitalized terms used but not defined in this Appendix GDPR will have the meanings set forth in the Agreement. The following terms shall have the meanings set forth herein:

1. “Applicable Data Protection Law” means the EU General Data Protection Regulation (Regulation 2016/679) (as may be amended, superseded or replaced); and all other supplemental or implementing laws relating to data privacy in the relevant European member state including where applicable the guidance and codes of practice issued by the relevant supervisory authority; and the UK General Data Protection Regulation;
2. “Data” means all personal data processed by (or on behalf of) the Processor for the Controller under or in connection with the Agreement, including in the provision of the Services. If Appendix DS applies to this Agreement, “Data” as used herein shall also be considered UC Institutional Information as defined in Appendix DS.
3. “Data Subjects’ Rights” means the rights of data subjects as provided in Applicable Data Protection Law including, but not limited to, rights of access, rectification, erasure, restriction of processing, data portability, objection, and the right not to be subject to automated decision making (including profiling);
4. “EEA” means European Economic Area;
5. “data subject,” “personal data,” “personal data breach,” “process/processing,” “pseudonymisation,” and “supervisory authority,” shall each have the meaning as in the Applicable Data Protection Law;
6. “Subprocessor” means any third party: (i) who is engaged by the Processor to carry out specific processing activities relating to Data for or on behalf of the Controller; or (ii) to whom the Processor subcontracts any of its obligations in connection with the Agreement.
7. “UK” means the United Kingdom.

B. Scope of Processing Data

1. Processor shall process Data solely for the purposes of performing the Services and for the same duration of the Agreement, except as otherwise agreed to in writing by the Parties. The scope and further details of Processor's processing activities of Data pursuant to the Agreement and Appendix GDPR are set forth in Addendum A to this Appendix GDPR.
2. To the extent any additional information is required to be included in Addendum A pursuant to Applicable Data Protection Law, or this Agreement otherwise requires amendment, the Parties will cooperate to amend this Appendix GDPR in a writing signed by both Parties.

C. Subprocessors

1. Controller generally authorizes Processor to engage Subprocessor(s) to perform any of Processor's obligations in providing Services to Controller in connection with the Agreement as set forth in Addendum A and as allowed under the terms of the Agreement, except that any processing of personal data by Subprocessor(s) outside of the United States, UK or EEA must be specifically authorized in writing prior to such processing by Controller.
2. The Processor shall give the Controller prior written notice of any intended changes concerning the addition or replacement of any Subprocessors set forth in Addendum A to allow the Controller to approve or object to such changes. Such notice shall include details of the processing activity or activities to be conducted by the applicable Subprocessor and the identity and contact details of such Subprocessor.
3. The Processor shall ensure that any Subprocessor approved by Controller in accordance with this Section C is subject to obligations in a written agreement requiring such Subprocessor to comply with the obligations of this Appendix GDPR. If any Subprocessor fails to fulfill its data protection obligations, the Processor shall remain fully liable to the Controller for the performance or non-performance of such Subprocessor.
4. Upon request, the Processor shall provide a copy of each Subprocessor agreement entered into pursuant to this Section C to the Controller.

D. Obligations of the Processor

1. The Processor shall, and shall ensure that each of its employees, approved Subprocessors and any other individual acting under its authority who has access to the Data:
 - a. process Data in accordance with the terms of this Agreement, Appendix GDPR or any other written instructions of the Controller, and only to the extent and in the manner necessary to provide Services, and for no other purpose(s). In the event Applicable Data Protection Law requires Processor to process in a manner not expressly authorized by this Agreement or the Controller's written instructions, the Processor shall promptly inform the Controller of the applicable legal requirement before processing, unless prohibited from doing so on important public interest grounds, consistent with Applicable Data Protection Law;
 - b. keep the Data confidential and ensure that any person authorized to process the Data for or on behalf of the Processor (including but not limited to any Processor employees and

staff and approved Subprocessors) has agreed to keep the Data confidential, or is otherwise under a statutory obligation to protect the confidentiality of the Data; and

- c. upon reasonable request from the Controller, provide an up-to-date copy of the Data in the format requested by the Controller.
2. In carrying out its obligations under the Agreement and this Appendix GDPR, Processor agrees to comply with all applicable state, federal and laws of other countries or jurisdictions (including, but not limited to, Applicable Data Protection Law), as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Data.
3. In accordance with Applicable Data Protection Law, and taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of processing the Data pursuant to this Agreement, as well as the risks to the rights and freedoms of natural persons and the risks to processing the Data, the Processor represents and warrants that it has implemented appropriate technical and organizational security measures appropriate to such risks, including, as appropriate: (i) the pseudonymisation and encryption of the Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability of and access to the Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing. Upon Controller's request, Processor shall provide to Controller evidence demonstrating Processor's implementation of such technical and organizational security measures as required by Applicable Data Protection Law.
4. The Processor shall assist the Controller in ensuring compliance with Controller's obligations as a Controller by: (a) cooperating with Controller's implementation of appropriate technical and organizational security measures to ensure the security of processing Data; (b) cooperating with Controller notifications to supervisory authorities and/or data subjects, as applicable, of any breaches of Data; (c) cooperating with Controller's conduct of data protection impact assessments, including but not limited to, any requirements to consult with a supervisory authority as required by Applicable Data Protection Law. Processor shall also cooperate with additional obligations of Controller that may be required of it pursuant to Applicable Data Protection Law.
5. In the event of any suspected or actual personal data breach, the Processor shall notify the Controller to the individual identified below immediately upon discovery, both orally and in writing, but in no event more than two (2) calendar days after Processor identifies or reasonably believes a personal data breach has or may have occurred. Processor's notification to the Controller will identify: (i) the nature of the personal data breach, including where possible, the categories and the approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (ii) a description of the likely consequences of the personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the personal data breach, including where appropriate, measures to mitigate its possible adverse effects. Processor will provide such other information as reasonably requested by Controller. In the event of a suspected personal data breach, Processor will keep Controller informed regularly of the progress of its investigation until the uncertainty is resolved.

In event of suspected or actual personal data breach, the Processor shall notify:

Name	
Phone	
Email	
Address	

6. Processor will fully cooperate with Controller's investigation of any personal data breach, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the personal data breach at no cost to Controller.
7. Any personal data breach may be grounds for immediate termination of the Agreement by Controller.
8. Except for transfers of Data to the Controller, the Processor shall not process or transfer any Data to any country outside the UK or EEA except pursuant to prior written approval of the Controller, and at all times in compliance with Applicable Data Protection Law and other applicable data protection laws.
9. This section is only applicable if Processor's Services include the collection of personal data directly from data subjects:

In the event Processor's Services include the collection of personal data directly from data subjects that is to be provided to Controller, unless the parties otherwise agree, the Processor shall be responsible for ensuring that such processing of personal data complies with Applicable Data Protection Law requirements, including, but not limited to, obtaining a lawful basis to process the personal data.

10. This section is only applicable if: (1) Processor or a Subprocessor is based in the UK or EEA; (2) Processor's or such UK- or EEA-based Subprocessor's Services include the transfer of personal data from the UK or EEA to Controller; and (3) data subjects have not explicitly consented to the transfer of their personal data to Controller in the United States:

Unless the parties otherwise agree on another transfer mechanism that satisfies Applicable Data Protection Law requirements, transfers of personal data shall be governed by the Standard Contractual Clauses set forth in Addendum B to this Appendix GDPR.

11. Processor acknowledges that Controller is subject to U.S. federal and state laws and regulations, including but not limited to public disclosure and retention laws and regulations, that may require the retention and disclosure of information that is the subject of the Agreement.
12. Within thirty (30) days of the termination, cancellation, expiration or other conclusion of this Appendix GDPR, Processor will deliver the Data to UC unless UC requests in writing that such

Data be destroyed. This provision will also apply to all Data that is in the possession of Subprocessors. Such destruction will be accomplished by “purging” or “physical destruction,” in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 Guide to Media Sanitization. Processor will certify in writing to Controller that such delivery or destruction has been completed. In the event Applicable Data Protection Law requires the storage of such Data, the Processor shall promptly inform the Controller of such requirement in writing. In such instance, Processor will continue to protect the Data in accordance with the terms of this Appendix GDPR.

E. Data Subjects’ Rights

1. Unless Section D.9 of this Agreement applies, the Controller shall be responsible for providing data subjects with any information required under Applicable Data Protection Law at the time of collecting such data subjects’ personal data, as well as any information requested by data subjects relating to the processing of their personal data.
2. The Processor shall notify the Controller (via the individual identified by UC in this Appendix GDPR) in writing (including by e-mail) of each and any request that it receives from a data subject relating to a Data Subject Right. Such written notification shall be made promptly no later than two (2) business days following receipt of the request, and shall include any information in the Processor’s custody or control that may assist the Controller to respond to the request.
3. Unless otherwise required by Applicable Data Protection Law, the Processor shall not respond to any such requests or other communications the Processor receives from data subjects, without the prior written consent of the Controller.
4. The Processor shall assist the Controller in Controller’s obligations to respond to requests for exercising Data Subjects’ Rights by using appropriate technical and organizational measures, to the extent practicable given the nature of the processing of Data.

F. Accountability

1. Upon written request from the Controller, the Processor shall make available to the Controller all information necessary to demonstrate compliance with its obligations under this Appendix GDPR. The Processor shall make its records, documents, facilities, processes and individuals reasonably available to Controller or Controller’s designee for audits or inspections to demonstrate compliance with this Appendix GDPR.
2. The Processor shall immediately inform the Controller if, in the Processor’s opinion, any instruction from the Controller with respect to the processing of Data pursuant to this Agreement violates or contradicts Applicable Data Protection Law.

FEMA CONTRACT ADDENDUM¹

This Agreement and/or Purchase Order is in response to the COVID-19 pandemic, and is eligible for FEMA reimbursement under section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"). Accordingly, the following additional terms apply to this Agreement and/or Purchase Order. To the extent of any conflict between the terms set forth in this Addendum and other terms set forth in the Agreement and/or Purchase Order, the terms of this Addendum shall control.

1. Remedies. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
2. Termination for Cause or Convenience. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
1. Clean Air Act and Federal Water Pollution Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
2. Suspension and Debarment.
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Supplier is required to verify that none of the Supplier's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Supplier must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the Supplier did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to

¹ This template applies in the event UC seeks federal reimbursement from FEMA for procurements. It assumes that none of the terms described in this Alert are incorporated in the underlying Agreement. Refer to the body of the Alert for guidance on inclusion of each term.

UC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
3. Byrd Anti-Lobbying Amendment. Suppliers who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
4. Procurement of Recovered Materials. (i) In the performance of this contract, Supplier shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. (ii) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. (iii) Supplier also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
5. Access to Records. The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.
6. Changes. The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:
 - a. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
 - b. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;

- c. Changes in the status of the parties;
- d. Changes in flow down terms from external parties; and
- e. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

7. DHS Seal, Logo, and Flags. The Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
8. Compliance with Federal Law, Regulations, and Executive Orders. Supplier acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. Supplier will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
9. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to UC, Supplier, or any other party pertaining to any matter resulting from the contract.
10. Program Fraud and False or Fraudulent Statements or Related Acts. The Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this contract.



**Appendix
Federal Government Contracts Special Terms and Conditions
(Non-Commercial Items or Services)**

As applicable, this paragraph and the clauses identified below from the Federal Acquisition Regulations ("FAR"), the Department of Defense ("DOD") FAR Supplement ("DFARS"), and the National Aeronautics and Space Administration ("NASA") FAR Supplement ("NFS") are incorporated herein by reference to the subcontract ("Subcontract") or purchase contract ("Order") to which this Appendix is attached. The date of the prime award determines the date of the clauses that are applicable. For purposes of this Subcontract/Order in the following clauses, the term "contract" shall mean "this Subcontract/Order"; the term "Contractor" shall mean "Subcontractor/Seller"; and the terms "Government" and "Contracting Officer" shall mean "University" (except with respect to FAR clauses 52.215-2, 52.227-2, 52.227-11, and 52.227-14, DFARS clauses 252.227-7013 and 252.227-7037, and NFS clauses 1852.227-14 and 1852.227-70, in which cases "Government" means "United States Government").

**THE FOLLOWING PROVISIONS OF THE FAR
APPLY REGARDLESS OF THE AMOUNT OF THIS
SUBCONTRACT/ORDER:**

FAR 203-3 Gratuities (Applies to Subcontracts/Orders under prime contracts with executive agencies. The coverage regarding exemplary damages applies only to Subcontracts/Orders under DOD prime contracts).

FAR 52.203-5 Covenant against Contingent Fees.

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government.

FAR 52.203-7 Anti-Kickback Procedures (Excluding subparagraph (c)(1) of the clause).

FAR 203-10 Price or Fee Adjustment for Illegal or Improper Activity.

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions.

FAR 52.203-14 Display of Hotline Poster(s) (Applies to this Subcontract/Order if performance is within the U.S. and its outlying areas).

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

FAR 52.204-2 Security Requirements (Applies if this Subcontract/Order involves access to classified information, unless the conditions in FAR 4.404(d) apply).

FAR 52.204-9 Personal Identity Verification of

Contractor Personnel (Applies if Subcontractor/Seller will have routine physical access to a federally-controlled facility or information system).

FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and other Covered Entities.

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.

FAR 52.211-5 Material Requirements (Applies to Subcontracts/Orders for supplies).

FAR 52.211-15 Defense Priority and Allocation Requirements (Applies to Subcontracts/Orders when the prime contract is a rated order).

FAR 52.215-2 Audit and Records --Negotiation (Applies to negotiated cost-reimbursement, incentive, time and materials, labor hours, or price determination Subcontracts/Orders or when Subcontractor/Seller is required to furnish certified cost or pricing data, or cost, funding or performance reports).

FAR 52.216-7 Allowable Cost and Payment (Applies to cost-reimbursement or time and materials Subcontract/Orders. For time and materials Subcontract/Orders, applies to the material portion of the work).

FAR 52.216-8 Fixed-Fee (Applies to cost plus fixed-fee Subcontracts/Orders, excluding construction).

FAR 52.216-10 Incentive Fee (Applies to cost plus

incentive fee Subcontracts/Orders).

FAR 52.216-11 Cost Contract – No Fee (Applies to cost – no fee Subcontracts/Orders, excluding cost sharing Subcontracts/Orders).

FAR 52.216-12 Cost Sharing Contract – No Fee (Applies to cost sharing – no fee Subcontracts/Orders).

FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (Applies if this Subcontract/Order requires or involves the employment of laborers and mechanics, unless any of the exceptions in FAR 22.305 apply).

FAR 52.222-21 Prohibition of Segregated Facilities.

FAR 52.222-22 Previous Contracts and Compliance Reports.

FAR 52.222-37 Employment Reports on Veterans.

FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Applies if this Subcontract/Order involves hazardous material).

FAR 52.223-5 Pollution Prevention and Right-to-Know Information (Applies to Subcontracts/Orders where work is performed at a federal government facility).

FAR 52.223-6 Drug-Free Workplace (Applies to Subcontracts/Orders that are performed within the U.S. and its outlying areas).

FAR 52.223-7 Notice of Radioactive Materials (Applies to Subcontracts/Orders for supplies which are or contain covered radioactive material).

FAR 52.223-10 Waste Reduction Program (Applies to Subcontracts/Orders that require operation of a government facility or support services on a government facility).

FAR 52.223-11 Ozone-Depleting Substances (Applies if the work under this Subcontract/Order was manufactured with or contains ozone-depleting substances and was performed within the U.S. and its outlying areas).

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving.

FAR 52.224-1 Privacy Act Notification (Applies if this Subcontract/Order requires the design, development or operation of a system of records on individuals required to accomplish an agency function).

FAR 52.224-2 Privacy Act (Applies if this Subcontract/Order requires the design, development or operation of a system of records on individuals required to accomplish an agency function).

FAR 52.225-1 Buy America Act – Supplies (Applies if the work under this Subcontract/Order contains other than domestic components and exceeds the micro-purchase threshold but does not exceed \$25,000).

FAR 52.225-8 Duty-Free Entry (Applies to Subcontracts/Orders for supplies that will be imported into the Customs Territory of the U.S.).

FAR 52.225-13 Restrictions on Certain Foreign Purchases.

FAR 52.225-26 Contractors Performing Private Security Functions Outside the United States.

FAR 52.227-9 Refund of Royalties (Applies to negotiated fixed-price Subcontracts/Orders when royalties may be paid).

FAR 52.227-10 Filing of Patent Applications – Classified Subject Matter (Applies if the work under this Subcontract/Order or any patent application may cover classified subject matter).

FAR 52.227-11 Patent Rights - Ownership by the Contractor (Applies to Subcontractors/Sellers who are classified as small business concerns or domestic non-profit organizations and if this Subcontract/Order is for experimental, development or research work).

FAR 52.227-13 Patent Rights - Ownership by the Government (Applies if Subcontractor/Seller is not located in U.S. or agency head makes "exceptional circumstances" determination).

FAR 52.227-14 Rights in Data - General (With Alternate IV if Subcontractor/Seller is an educational institution. Does not apply to Subcontracts/Orders under DOD prime contracts if DFARS 252.227-7013 applies).

FAR 52.229-3 Federal, State and Local Taxes (Applies to fixed-price Subcontracts/Orders that are performed within the U.S. and its outlying areas, unless the conditions in FAR 29.401-3(b) apply).

FAR 52.232-1 Payments (Applies to fixed-price

Subcontracts/Orders for supplies or services).

FAR 52.232-7 Payments under Time and Materials and Labor Hour Contracts (Applies to time and materials and labor hour Subcontracts/Orders).

FAR 52.232-20 Limitation of Cost (Applies if this is a fully funded cost-reimbursement Subcontract/Order).

FAR 52.232-22 Limitation of Funds (Applies if this is an incrementally funded cost-reimbursement Subcontract/Order).

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Applies if Subcontractor/Seller is a small business concern and the clause is contained in the prime contract).

FAR 52.237-2 Protection of Government Buildings, Equipment and Vegetation (Applies to this Subcontract/Order if work is performed on a government installation, excluding construction).

FAR 52.242-15 Stop-Work Order (Applies to Subcontracts/Orders for supplies, services, research and development).

FAR 52.245-1 Government Property (Applies to Subcontracts/Orders that meet the requirements of FAR 45.107(a)).

FAR 52.247-63 Preference for U.S.–Flag Air Carriers (Applies if this Subcontract/Order involves international air transportation).

FAR 52.247-67 Submission of Transportation Documents for Audit (Applies to cost-reimbursement Subcontract/Orders where transportation will be reimbursed as a direct charge).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$25,000:

FAR 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act (Applies to Subcontracts/Orders for supplies or services involving the furnishing of supplies, excluding information technology supplies, for use within the U.S. that exceed \$25,000 but do not exceed \$191,000).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$30,000:

FAR 52.204-10 Reporting Executive Compensation and

First-Tier Subcontract Awards (Applies to first-tier Subcontractors/Sellers that meet the thresholds specified in subparagraphs (d)(3) and (g)(2) of the clause).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, CURRENTLY \$150,000:

FAR 52.203-16 Preventing Personal Conflicts of Interest (Applies to Subcontracts/Orders that require services that involve performance of acquisition functions closely associated with inherently governmental functions for, or on behalf of, a Federal agency or department).

FAR 52.209-5 Certification Regarding Responsibility Matters.

FAR 52.215-14 Integrity of Unit Prices.

FAR 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (Applies if FAR 52.215-23 or 52.215-23 Alternate I apply to this Subcontract/Order).

FAR 52.215-23 Limitation on Pass-Through Charges (Applies if this is a cost-reimbursement Subcontract/Order in excess of the simplified acquisition threshold. If this is a Subcontract/Order under a DOD prime contract, then this clause applies to cost-reimbursement and fixed-price Subcontracts/Orders that exceed \$750,000, except those types listed in FAR 15.408(n)(2)(i)(B)(2)).

FAR 52.222-2 Payment for Overtime Premiums (Applies to cost-reimbursement Subcontracts/Orders, unless the conditions in FAR 22.103-5(b) apply).

FAR 52.222-17 Nondisplacement of Qualified Workers (Applies to Subcontracts/Orders when services are to be performed: (1) under service prime contracts; (2) that succeed Subcontracts/Orders for performance of the same or similar work at the same location; and (3) that are not exempted by FAR 22.1203-2 or waived in accordance with FAR 22.1203-3).

FAR 52.222-40 Notification of Employee Rights under the National Labor Relations Act (Applies to Subcontracts/Orders that are performed within the U.S. and its outlying areas, unless exempted by the Secretary of Labor).

FAR 52.227-1 Authorization and Consent (Applies to this Subcontract/Order only if the prime contract contains this clause).

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Applies to this Subcontract/Order if FAR 52.227-1 applies).

FAR 52.227-3 Patent Indemnity, Alternate I (Applies to Subcontracts/Orders for noncommercial items when delivery of commercial items may occur).

FAR 52.242-13 Bankruptcy.

FAR 52.244-5 Competition in Subcontracting (Applies to Subcontracts/Orders, unless the conditions at FAR 44.204(c) apply).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$191,000:

FAR 52.225-5 Trade Agreements (Applies to Subcontracts/Orders for supplies or services involving the furnishing of supplies, excluding information technology supplies, for use within the U.S. that are subject to the WTO GPA or are exempt from the Buy American Act).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$700,000:

FAR 52.219-9 Small Business Subcontracting Plan (Applies to Subcontracts/Orders that involve subcontracting possibilities and when FAR 52.219-9 applies. Does not apply to small business concerns).

THE FOLLOWING PROVISIONS OF THE FAR ALSO APPLY IF THE AMOUNT OF THIS SUBCONTRACT/ORDER EXCEEDS \$750,000:

FAR 52.214-26 Audit and Records – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.214-27 Price Reduction for Defective Certified Cost or Pricing Data – Modifications – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.214-28 Subcontractor Certified Cost or Pricing Data – Modifications – Sealed Bidding (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and when the Subcontract/Order was awarded as a result of sealed bidding).

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and for negotiated Subcontracts/Orders).

FAR 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data – Modifications (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data and for negotiated Subcontracts/Orders).

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (Applies to this Subcontract/Order if FAR 52.215- 10 applies).

FAR 52.215-13 Subcontractor Certified Cost or Pricing Data – Modifications (Applies to this Subcontract/Order if FAR 52.215-11 applies).

FAR 52.215-15 Pension Adjustments and Asset Reversions (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-16 Facilities Capital Cost of Money (Applies if this Subcontract/Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor/Seller proposed facilities capital cost of money in its offer).

FAR 52.215-17 Waiver of Facilities Capital Cost of Money (Applies if this Subcontract/Order is subject to the Cost Principles at FAR Subpart 31.2 and Subcontractor/Seller did not propose facilities capital cost of money in its offer).

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-19 Notification of Ownership Changes (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or when any pre-award or post-award cost determinations will be subject to FAR Part 31).

FAR 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or other than certified cost or pricing data).

FAR 52.215-21 Requirements for Certified Cost or

Pricing Data or Data Other Than Certified Cost or Pricing Data – Modifications (Applies if Subcontractor/Seller is required to furnish certified cost or pricing data or other than certified cost or pricing data).

FAR 52.230-2 Cost Accounting Standards (Applies to Subcontracts/Orders covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (Applies to Subcontracts/Orders covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-5 Cost Accounting Standards -- Educational Institution (Applies to Subcontracts/Orders with educational institutions covered by the Cost Accounting Standards, unless exempt).

FAR 52.230-6 Administration of Cost Accounting Standards (Applies to this Subcontract/Order if FAR 52.230-2, 52.230-3, 52.230-4 or 52.230-5 applies).

THE FOLLOWING PROVISIONS OF THE DFARS APPLY ONLY TO SUBCONTRACTS/ORDERS FUNDED BY THE DOD:

DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Applies to first-tier Subcontracts/Orders that exceed the simplified acquisition threshold, currently \$150,000).

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights.

DFARS 252.203-7003 Agency Office of the Inspector General (Applies when FAR 52.203-13 applies to this Subcontract/Order).

DFARS 252.203-7004 Display of Hotline Posters (Applies to Subcontracts/Orders that exceed \$5,500,000 and will be performed within the U.S. Applies in lieu of FAR 52.203-14).

DFARS 252.204-7000 Disclosure of Information (Applies to Subcontracts/Orders when the Subcontractor/Seller will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public).

DFARS 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls.

DFARS 252.204-7012 Safeguarding Covered Defense

Information and Cyber Incident Reporting.

DFARS 252.204-7015 Disclosure of Information to Litigation Support Contractors.

DFARS 252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (Applies if this Subcontract/Order exceeds \$150,000).

DFARS 252.211-7003 Item Unique Identification and Valuation (Applies if this Subcontract/Order requires the work to contain unique item identification).

DFARS 252.211-7007 Reporting of Government-Furnished Property (Applies to Subcontracts/Orders when FAR 52.245-1 is contained in the prime contract and Subcontractor/Seller is in possession of Government Property).

DFARS 252.215-7000 Pricing Adjustments (Applies if FAR 52.215-12 or 52.215-13 applies to this Subcontract/Order).

DFARS 252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Applies if FAR 52.219-9 applies to this Subcontract/Order and if this Subcontract/Order exceeds \$700,000).

DFARS 252.219-7004 Small Business Subcontracting Plan (Test Program) (Applies to Subcontracts/Orders that exceed \$700,000 that offer subcontracting possibilities when FAR 52.219-9 and DFARS 252.219-7003 do not apply).

DFARS 252.222-7000 Restrictions on Employment of Personnel.

DFARS 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Applies to Subcontracts/Orders that exceed \$1,000,000).

DFARS 252.223-7001 Hazard Warning Labels (Applies if this Subcontract/Order requires the delivery of hazardous materials and the furnishing of hazardous materials data sheets).

DFARS 252.223-7006 Prohibition on Storage, Treatment and Disposal of Toxic or Hazardous Materials (Applies if this Subcontract/Order requires, may require, or permits access to a DOD installation).

DFARS 252.225-7001 Buy American and Balance of Payments Program (Applies if the work under this Subcontract/Order contains other than domestic components).

DFARS 252.225-7002 Qualifying Country Sources as Subcontractors (Applies to this Subcontract/Order if DFARS 252.225-7001, 252.225-7021 or 252.225-7036 applies).

DFARS 252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission after Award (Applies if this Subcontract/Order exceeds \$700,000 and is performed outside the U.S.).

DFARS 252.225-7013 Duty-Free Entry (Applies in lieu of FAR 52-225-8).

DFARS 252.225-7021 Trade Agreements (Applies if the work under this Subcontract/Order contains other than U.S.-made, qualifying country, or designated country end products. Applies in lieu of FAR 52.225-5).

DFARS 252.225-7028 Exclusionary Policies and Practices of Foreign Governments.

DFARS 252.225-7031 Secondary Arab Boycott of Israel (Does not apply if FAR 52.204-7 applies).

DFARS 252.225-7033 Waiver of United Kingdom Levies (Applies if this Subcontract/Order is with a United Kingdom entity and exceeds \$1,000,000).

DFARS 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program.

DFARS 252.225-7043 Antiterrorism/Force Protection for Defense Contractors outside the U.S. (Applies to Subcontracts/Orders that require performance or travel outside the U.S.).

DFARS 252.225-7048 Export-Controlled Items.

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns (Applies to Subcontracts/Orders for services or supplies that exceed \$500,000).

DFARS 252.227-7013 Rights in Technical Data - Noncommercial Items (Applies if the prime DOD contract contains this clause and only if noncommercial technical data or computer software are to be obtained under this Subcontract/Order; the same alternates or additions/deletions, if any, that are in the prime DOD contract clause also apply, suitably modified, to this Subcontract/Order. Applies in lieu of FAR 52.227-14).

DFARS 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer

Software Documentation (Applies if this Subcontract/Order requires delivery of noncommercial software. Applies in lieu of FAR 52.227-14).

DFARS 252.227-7015 Technical Data--Commercial Items (Applies to Subcontracts/Orders for noncommercial items when it may also require the delivery of technical data pertaining to commercial items).

DFARS 252.227-7016 Rights in Bid or Proposal Information (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-2014 or 252.227-2018 applies).

DFARS 252.227-7017 Identification and Assertion of Use, Release or Disclosure Restrictions (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-7014 or 252.227-7018 applies).

DFARS 252.227-7019 Validation of Asserted Restrictions -- Computer Software (Applies if this Subcontract/Order involves delivery of computer software).

DFARS 252.227-7025 Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends (Applies to this Subcontract/Order if the government provides data marked with other contractors' restrictive legends).

DFARS 252.227-7026 Deferred Delivery of Technical Data or Computer Software (Applies to this Subcontract/Order when it is in the government's best interest to defer delivery of technical data).

DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software (Applies to this Subcontract/Order if a firm requirement for a particular data item(s) has not been established prior to contract award but there is a potential need for the data).

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Applies to this Subcontract/Order if the delivery of technical data is required).

DFARS 252.227-7030 Technical Data - Withholding of Payment (Applies to this Subcontract/Order if DFARS 252.227-7013, 252.227-7014 or 252.227-7018 applies).

DFARS 252.227-7037 Validation of Restrictive Markings on Technical Data (Applies to this Subcontract/Order if DFARS 252.227-7013 applies).

DFARS 252.227-7038 Patent Rights - Ownership by the Contractor (Large Business) (Applies if: (1) Subcontractor/Seller is not a small business or non-profit organization subject to FAR 52.227-11; and (2) the

Subcontract/Order is for experimental, developmental, or research work).

DFARS 252.227-7039 Patents – Reporting of Subject Inventions (Applies to this Subcontract/Order if FAR 52.227-11 applies).

DFARS 252.228-7001 Ground and Flight Risk (Applies to Subcontracts/Orders for the acquisition, development, production, modification, maintenance, repair, flight or overhaul of aircraft unless an exception listed at DFARS 228.370(b)(1) applies).

DFARS 252.228-7005 Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles (Applies to Subcontracts/Orders that involve the manufacture, modification, overhaul, or repair of aircraft, missiles and space launch vehicles).

DFARS 252.231-7000 Supplemental Cost Principles (Applies to Subcontracts/Orders subject to the principles and procedures described in FAR Subparts 31.1, 31.2, 31.6 or 31.7).

DFARS 252.235-7002 Animal Welfare (Applies to Subcontracts/Orders requiring research on live vertebrate animals).

DFARS 252.235-7003 Frequency Authorization (Applies if this Subcontract/Order requires developing, producing, constructing, testing, or operating a device requiring a frequency authorization).

DFARS 252.239-7016 Telecommunications Security Equipment, Devices, Techniques and Services (Applies to Subcontracts/Orders which require securing telecommunications).

DFARS 252.239-7018 Supply Chain Risk (Applies if this Subcontract/Order involves the development or delivery of any information technology, whether acquired as a service or as a supply).

DFARS 252.243-7001 Pricing of Contract Modifications (Applies to fixed-price Subcontracts/Orders).

DFARS 252.244-7000 Subcontracts for Commercial Items.

DFARS 252.246-7001 Warranty of Data (Applies to this Subcontract/Order if DFARS 252.227-7013 applies).

DFARS 252.246-7003 Notification of Potential Safety Issues (Applies if this Subcontract/Order is for: (i) parts identified as critical safety items; (ii) systems and

subsystems, assemblies, and subassemblies integral to a system; or (iii) repair, maintenance, logistics support, or overhaul services for systems and subsystems, assemblies, subassemblies, and parts integral to a system).

DFARS 252.246-7007 Contractor Counterfeit Electronic Part Detection and Avoidance System (Applies if this Subcontract/Order is for electronic parts or assemblies containing electronic parts).

DFARS 252.246-7008 Sources of Electronic Parts

DFARS 252.247-7023 Transportation of Supplies by Sea (Applies if this Subcontract/Order is for noncommercial items and exceeds \$25,000. Applies in lieu of FAR 52.247-64 in all Subcontracts/Orders for transportation of supplies by sea.)

DFARS 252.247-7024 Notification of Transportation of Supplies by Sea (Applies to this Subcontract/Order if transportation of supplies by sea is not anticipated at contract award but later becomes necessary during contract performance).

DFARS 252.249-7002 Notification of Anticipated Contract Termination or Reduction (Applies if this Subcontract/Order exceeds \$700,000 and is under a DOD prime contract for major defense systems).



Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to refer to UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement System Responsibilities.

Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(b) Maintenance of Hosted and Punch-out Catalogs.

Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(c) License.

Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(d) Accessibility Requirements.

Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

- i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
- ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-

licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

- (i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

- (ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's

concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a [**specify hosted, Punch-out, or both**] catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than 4 catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Allowed Quarterly
- Price Changes: Once per year to be submitted on October 1st
 - Allowable level of price change (4/%) will be in accordance with the terms of this agreement.

- If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system [15] working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: [4]
- If more than one catalog/price file version is supported, please include a description/justification (e.g., special pricing for cores): Force Majeure is allowed with letter and justification supporting
- Maximum Number of SKUs allowed: [1000]
- Categories allowed within Catalog: NA
- Categories blocked within Catalog: None

UNIVERSITY OF CALIFORNIA- "INSERT UNIVERSITY NAME & DEPARTMENT" SITE AGREEMENT- BULK

This Site Agreement **INSERT UNIVERSITY NAME + CITY & DEPARTMENT"** to **University of California Office of the President (UCOP) Contract # 2023003888** with an Effective Date of **November 1st 2023** is incorporated into and made a part of that certain **University of California Office of the President (UCOP) Contract # 2023003888** by and between Matheson Tri-Gas, Inc. ("Seller") and **University of California Office of the President** ("Buyer"). All capitalized terms used herein and not otherwise defined shall bear the meanings assigned to them in the Agreement.

Both parties agree that any modification to the Site Agreement shall be set forth below under the section entitled "Amendment to the Agreement" and shall not apply to any other Site Agreement unless expressly stated otherwise in such other Site Agreements. For purposes of this Site Agreement, all terms and conditions of the Agreement not expressly modified in this Site Agreement shall remain in full force and effect.

1. Effective Date of Site Agreement	INSERT
2. Initial Term	INSERT
3. Consuming Location	INSERT
a. Product(s)	INSERT
<i>(i) Specifications of Product(s)</i>	INSERT
<i>(ii) Estimated Monthly Volume</i>	INSERT SCF
<i>(iii) Product Price (UOM)</i>	\$ INSERT / CCF
b. System	b. INSERT DETAILED DESCRIPTION OF THE SYSTEM
<i>(i) Nominal Working Pressure _____ PSIG</i>	<i>(i) INSERT</i>
<i>(ii) Maximum Working Pressure _____ PSIG</i>	<i>(ii) INSERT</i>
<i>(iii) Typical Flow Rate _____ SCFH</i>	<i>(iii) INSERT</i>
<i>(iv) Maximum Flow Rate _____ SCFH</i>	<i>(iv) INSERT</i>
<i>(v) Batch or Continuous Process _____</i>	<i>(v) INSERT</i>
<i>(vi) Liquid, Gas or Both _____</i>	<i>(vi) INSERT</i>
c. Monthly Service Charge / Month	\$ INSERT
d. Installation Cost	\$ INSERT
e. Telemetry / Month	Yes No
f. Annual Inspection Fee	\$ INSERT
g. Surcharge	\$ INSERT
h. Delivery	\$ INSERT
i. Safety and Compliance Charge	\$ INSERT
j. Customer-owned bulk storage system will be used	Yes No
<i>(i) Maintenance charge</i>	\$ INSERT
4. Other	

Buyer Initials _____

Seller Initials _____

Amendment to the Agreement

Whereas, UCOP and Buyer are Parties to the Agreement; and

Whereas, UCOP and Buyer desire to amend the Agreement as it pertains to this Site Agreement.

INSERT SECTION # AND NAME

Describe the individual subsection or sentence number

Add updated language in this preceding format for every Section

University of California – INSERT UNIVERSITY NAME & DEPARTMENT	MATHESON TRI-GAS, INC.
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
SUBMITTED BY: INSERT MATHESON OSR/ RGM	



UNIVERSITY OF CALIFORNIA- "INSERT UNIVERSITY NAME & DEPARTMENT" SITE AGREEMENT- PACKAGED

This Site Agreement **"INSERT UNIVERSITY NAME + CITY & DEPARTMENT"** to **University of California Office of the President (UCOP) Contract # 2023003888** with an Effective Date of **November 1st 2023** is incorporated into and made a part of that certain **University of California Office of the President (UCOP) Contract # 2023003888** by and between Matheson Tri-Gas, Inc. ("Seller") and **University of California Office of the President** ("Buyer"). All capitalized terms used herein and not otherwise defined shall bear the meanings assigned to them in the Agreement.

Both parties agree that any modification to the Site Agreement shall be set forth below under the section entitled "Amendment to the Agreement" and shall not apply to any other Site Agreement unless expressly stated otherwise in such other Site Agreements. For purposes of this Site Agreement, all terms and conditions of the Agreement not expressly modified in this Site Agreement shall remain in full force and effect.

Consuming Location:	UC INSERT CAMPUS NAME – DEPARTMENT NAME Building Name, Floor #, Room # Address City, State, ZIP		
Billing Location:	UC INSERT CAMPUS NAME – DEPARTMENT NAME Address City, State, ZIP		
Point of Contact	Name: Phone Number: Email Address:		
Special Delivery Instructions	Example: <i>Driver delivers to Dock #4, code to enter the man door is XXXX, pick up the phone and dial XXXX to have a receiving clerk meet and receive product.</i>		
Payment Method:	Credit Card, Portal Billing, Paper Check, ACH, Wire. <i>*Note* Credit Cards will be billed within 24 hours of delivery and not granted NET 30 terms.</i>		
Blanket Purchase Order #	INSERT Number or N/A	Purchase Order Max \$	INSERT \$ Value or N/A
Ordering Method:	Proactive: Scheduled Reactive: Online, Email, Phone,		
Consuming Location Price Structure	INSERT: Campus + Site Service = 1, Campus Only = 2, Store Room = 3		

Start Date of this Site Agreement	INSERT DATE
--	-------------

Part Number	Description	Estimated Monthly Volume	Frequency of Delivery (Per week)	Price ("All-in")	Unit of Measure
<i>AR UHP300 (EXAMPLE)</i>	<i>Argon Ultra High Pure Size 300 (Example)</i>	X	X	\$XX.XX	CYL

Buyer Initials _____

Seller Initials _____

Amendment to the Agreement

Whereas, UCOP and Buyer are Parties to the Agreement; and

Whereas, UCOP and Buyer desire to amend the Agreement as it pertains to this Site Agreement.

INSERT SECTION # AND NAME

Describe the individual subsection or sentence number

Add updated language in this preceding format for every Section

NOTE: All other pricing for Products, Systems and other related costs and services not otherwise specified above shall be subject to Sellers then current pricing.

University of California – INSERT UNIVERSITY NAME & DEPARTMENT	MATHESON TRI-GAS, INC.
BY:	BY:
NAME:	NAME:
TITLE:	TITLE: ZONE VICE PRESIDENT
SUBMITTED BY: INSERT MATHESON OSR/ RGM	

Signature: Chris Geiser
Chris Geiser (Jan 17, 2024 10:46 PST)
Email: cgeiser@mathesongas.com

Signature: Stephen Stroud
Stephen Stroud (Jan 17, 2024 15:37 EST)
Email: sstroud@mathesongas.com

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