

EQUIPMENT AND SERVICES CONTRACT
Purchase of Multi-Gas Monitors and Associated Services
Specification No. E-2025-653BD

This EQUIPMENT AND SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Blackline Safety Corp. (hereinafter referred to as "Vendor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to acquire passive portable multi-gas detectors, pumped portable multi-gas detectors, calibration/docking stations, and a cloud-based management software to manage the multi-gas detectors ("Equipment") and obtain assistance with seamless integration of the software and hardware, and training services ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference (collectively referred to herein as "Equipment and Services"); and

WHEREAS, Vendor may provide the Equipment and is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Vendor to provide the Equipment and Services; and

WHEREAS, OC San selected Vendor to provide the Equipment and Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on August 27, 2025, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Contract and all exhibits hereto are made by OC San and the Vendor.

1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work

Exhibit "B" – Technical Proposal and BAFO

Exhibit "C" – Determined Insurance Requirement Form

Exhibit "D" – Contractor Safety Standards

Exhibit "E" – Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.

- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Vendor as a result of work performed in anticipation of acquisition of the Equipment and Services by OC San.
- 1.5 Work Hours: All work shall be scheduled Monday through Thursday, between the hours of 7:00 a.m. and 4:00 p.m.
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Equipment and Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Vendor shall provide the Equipment and Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 Familiarity with Work. By executing this Contract, Vendor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Vendor discover any latent or unknown condition materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Vendor's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

- 3.1 The Equipment shall be delivered and the Services shall be provided within 175 calendar days from the effective date of the Notice to Proceed.
- 3.2 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties.

4. Compensation.

- 4.1 As compensation for the Equipment and Services provided under this Contract, OC San shall pay Vendor a total amount of One Million Three Hundred Eighty-nine

Thousand Two Hundred Seventeen Dollars and Seventy-two Cents (\$1,389,217.72), as specified in Exhibit "B", Cost Proposal Form.

- 4.2 Vendor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Equipment has been satisfactorily delivered and the Services have been satisfactorily completed.
- 5.2 Vendor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

6. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 To the extent Vendor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Vendor's responsibility to interpret and implement any prevailing wage requirements and Vendor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Vendor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Vendor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Vendor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Vendor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Vendor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Vendor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h),

penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 6.5.1 As a condition to receiving payments, Vendor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Vendor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Vendor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Vendor or its subcontractor.
- 6.7 Vendor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Vendor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Vendor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Vendor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Vendor or any subcontractor.
- 6.9 Vendor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Vendor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Vendor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’

compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Vendor shall ensure that all its contracts with its subcontractors provide the provision above.

7. **Damage to OC San's Property.** Any of OC San's property damaged by Vendor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Vendor at no cost to OC San.
8. **Freight (F.O.B. Destination).** Vendor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
9. **Audit Rights.** Vendor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Vendor relating to the invoices submitted by Vendor pursuant to this Contract. OC San shall have access to only the items as it pertains to the equipment and services provided to OC San under this Contract. Any audit requires seven (7) days prior written notice to Vendor, and costs incurred to conduct such audit shall be borne by OC San.
10. **Contractor Safety Standards and Human Resources Policies.** OC San requires Vendor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Vendor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Vendor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit "A," all applicable Contractor Safety Standards in Exhibit "D," and the Human Resources Policies in Exhibit "E."
11. **Insurance.** Vendor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. Vendor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Vendor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Vendor shall obtain written confirmation from its OC San-approved subcontractors that they are bound by and subject to all of the terms and conditions of the Request for Proposal and Contract. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract. Vendor hereby acknowledges that no subcontract or order will relieve Vendor from its obligations to OC San, including, but not limited to, Vendor's insurance and indemnification obligations. Vendor further acknowledges that no subcontract or order will bind OC San.
12. **Indemnification and Hold Harmless Provision.** Vendor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Vendor's Equipment and/or Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Vendor, and whether

such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Vendor shall indemnify, protect, defend, and hold harmless OC San, its elected and appointed officials, officers, agents, and employees from and against any and all claims, liabilities, damages, or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person, or damage to property, or interference with the use of property arising out of or in connection with Vendor's performance under the Contract, and/or (b) on account of use of any copyrighted or uncopyrighted material, composition, or process; or any patented or unpatented invention, article, or appliance furnished or used under the Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Vendor or anyone employed by or working under Vendor. To the maximum extent permitted by law, Vendor's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless; or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent; or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Vendor agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Contract. Notwithstanding anything to the contrary in this Contract, the total aggregate liability of Vendor, whether in contract, tort, warranty, or otherwise, shall not exceed two million dollars (\$2,000,000). This limitation shall not apply to third-party claims covered under the indemnification obligations and to liability arising from gross negligence or willful misconduct.

13. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Vendor an OC San employee. During the performance of this Contract, Vendor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Vendor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
14. **Subcontracting and Assignment.** Vendor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
15. **Disclosure.** Vendor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
16. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Vendor, or any successor-in-interest, in the event of any default or breach by OC San, or for any amount which may become due to Vendor or to its successor, or for breach of any obligation under the terms of this Contract.
17. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Vendor.
18. **Applicable Laws and Regulations.** Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Vendor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Vendor's noncompliance therewith. Any provision required by law to be included herein

shall be deemed included as a part of this Contract whether or not specifically included or referenced.

19. **Licenses, Permits, Ordinances, and Regulations.** Vendor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Equipment and Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Vendor.
20. **Regulatory Requirements.** Vendor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
21. **Environmental Compliance.** Vendor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Vendor, its subcontractors, and the Equipment and Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
22. **Warranties.** In addition to the warranties stated in Exhibit "A," the following shall apply:
 - 22.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance of the work as complete by the OC San Project Manager or designee.
 - 22.2 Vendor's Warranty (Guarantee): If within a four (4) year period of completion of all work specified in Exhibit "A," OC San informs Vendor that any portion of the Equipment or Services provided fails to meet the standards required under this Contract, Vendor shall, within the time agreed to by OC San and Vendor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Vendor's sole expense.
23. **Dispute Resolution.**
 - 23.1 In the event of a dispute as to the construction or interpretation of this Contract, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
 - 23.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to Code of Civil Procedure, Part 3, Title 9, sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to Code of Civil Procedure section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision

and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

- 24. Remedies.** In addition to other remedies available in law or equity, if the Vendor fails to make delivery of the Equipment and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the Equipment and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) “cover” by purchasing, or contracting to purchase, substitute equipment and services for those due from Vendor. In the event OC San elects to “cover” as described in (c), OC San shall be entitled to recover from Vendor as damages the difference between the cost of the substitute equipment and services and the Contract price, together with any incidental or consequential damages.
- 25. Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected party shall use reasonable efforts to minimize the extent of the delay. Work affected by a force majeure condition may be rescheduled by mutual consent of the Parties.
- 26. Termination.**
- 26.1 OC San reserves the right to terminate this Contract for its convenience, with or without cause, in whole or in part, at any time, by 60-day written notice from OC San. Upon receipt of a termination notice, Vendor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Vendor for work performed (cost and fee) through the date of termination. Vendor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Vendor other than for work performed through the date of termination.
- 26.2 OC San reserves the right to terminate this Contract immediately upon OC San’s determination that Vendor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 26.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Vendor:
- if Vendor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Vendor sells its business; or
 - if Vendor breaches any of the terms of this Contract; or
 - if the total amount of compensation exceeds the amount authorized under this Contract.
- 26.4 All OC San’s property in the possession or control of Vendor shall be returned by Vendor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
- 27. Attorney’s Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

33. **Read and Understood.** By signing this Contract, Vendor represents that it has read and understood the terms and conditions of the Contract.
34. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
35. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Jon Dumitru
Vice-Chairman, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Kevin Work
Purchasing & Contracts Manager

BLACKLINE SAFETY CORP.

Dated: _____

By: _____
Paul Semak
VP of Sales - North America

DO

EXHIBIT A
SCOPE OF WORK
For
Purchase of Multi-Gas Monitors and Associated Services

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EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 185 million gallons of wastewater, enough water to fill Angel stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. Our facilities include ~380 miles of sewer pipes, located throughout the county, and two treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards.

Our employees are on duty protecting health and the environment by ensuring the sewer system efficiently operates 24 hours a day, 7 days a week and 365 days a year. We are very proud of the job we do and take pride in providing our customers with quality service.

1. Purpose and Background

OC San employees are required to carry on them a multi-gas detector when working within the two treatment plants, working within or alongside our sewers, within the outlying pump stations, and for confined space entries.

The existing multi-gas detectors are aging, and lack the technology for gas sensor modularity, ease of maintenance, real-time reporting, and emergency alerts. OC San seeks to purchase 500 passive multi-gas detectors, 40 pumped multi-gas detectors, 20 calibration/docking stations, and a cloud-based management software to manage the multi-gas detectors.

2. Software & Hardware Requirements

2.1. Multi-Gas Detectors

2.1.1. Purchase 500 passive (diffusive) portable multi-gas detectors.

2.1.1.1. The detectors shall be capable of being clipped onto apparel/PPE.

2.1.1.2. Each detector shall be provided with one 110-volt wall charger.

2.1.2. Purchase 40 pumped (active) portable multi-gas detectors.

2.1.2.1. Shall have an integrated pump that is operational with tubing lengths up to 100 ft.

2.1.2.2. Shall be capable of accepting a pre-filter to screen out larger debris and dirt.

2.1.2.3. Each detector shall be provided with one 110-volt wall charger.

2.1.3. The detectors shall:

2.1.3.1. Be capable of measuring airborne concentrations of carbon monoxide (CO), hydrogen sulfide (H₂S), combustible gasses (LEL), and oxygen (O₂) deficiency or enrichment.

2.1.3.1.1. CO sensor shall have a range of at least 0 – 2,000 parts per million (PPM)

2.1.3.1.2. H₂S sensors shall have a range of at least 0 – 500 PPM

2.1.3.1.3. LEL sensor shall have a range of 0 – 100% LEL; be capable of providing for a wide range of flammable gases, including, but not limited to, methane.

2.1.3.1.4. O₂ sensor shall have a range of 0-25% by volume

2.1.3.2. Be IP67 (dust/water immersion) and T4 (intrinsically safe) rated.

2.1.3.3. Have protective rubber cover to minimize damage from drops.

2.1.3.4. Have visual and audio (minimum 95 dBA at a distance of at least 10 cm) alarms.

2.1.3.5. Be easy to hold in one hand without excessive stress or discomfort.

2.1.3.6. Have rechargeable batteries with run time on typical settings of at least 18 hours.

2.1.3.7. Be equipped with an accelerometer and gyroscopes to detect if a person is either motionless or has experienced a slip, trip, or fall incident.

2.1.3.8. Be equipped with an emergency button to trigger immediate incident response.

2.1.3.9. Be equipped with lone worker monitoring and wellness check-ins.

2.1.3.10. Have the capability to change-out on-hand cartridges within 2-minutes and without opening the base device.

2.1.3.11. Have the capability to interchange with single-gas sensors to measure for ammonia (NH₃), carbon dioxide (CO₂), chlorine gas (Cl₂), nitrogen dioxide (NO₂), ozone (O₃), and volatile organic compounds (VOC).

2.1.3.12. Be capable of displaying current levels on the detectors screen, and be able to detect and alert over limit, time-weighted average (TWA), short-term exposure limit (STEL), high gas alert, low gas alert, bump test and calibration notifications, and bump test and calibration failures.

2.1.3.13. Have the ability to transmit data via Wireless Fidelity (WiFi) and/or cellular to the cloud.

2.1.3.14. Store data locally on the atmospheric monitoring device when in areas of no connectivity and automatically upload all data to the cloud connected server upon reconnection.

2.1.3.15. Be capable of wireless firmware upgrades and configuration changes via WiFi and/or cellular.

2.2. Docking Stations

- 2.2.1. Purchase 20 calibration/docking stations.
- 2.2.2. The docking stations shall:
 - 2.2.2.1. Be capable of charging, bump testing, and calibrating the gas detectors and not require any other connections other than for powering the dock.
 - 2.2.2.2. Have the ability to transmit data in real-time from the atmospheric monitoring devices and the dock and view status through a web portal in the cloud.
 - 2.2.2.3. Only require a power cable and connection to calibration gas cylinder for operation.
- 2.3. Cloud-Hosted Software shall:
 - 2.3.1. Permit OC San to self-monitor the fleet of gas detectors, alerts, and data analytics; and have real-time visibility.
 - 2.3.2. Permit for unlimited system administrators.
 - 2.3.3. Provide gas detector status including battery level, datalogging, map gas level readings, and live location of every monitor on an interactive map in real-time.
 - 2.3.4. Have ability for OC San staff to easily assign users to each gas detector with quick ability to change user assignments.
 - 2.3.5. Be capable of mapping the location and identity of the user. The map must show online devices in real-time; showing gas readings, and battery level.
 - 2.3.6. Log alerts triggered by monitors in the field, configurable with notes and status for each alert.
 - 2.3.7. Generate configurable reports for any type of event, which may be downloaded or emailed as scheduled and/or as requested.
 - 2.3.8. Generate real-time notifications based on preset alarm levels and emergency alerts. Alerts shall be capable of being sent via email and text. Distribution lists for notifications shall be customizable.
 - 2.3.9. Track and generate reports of compliance showing all online and offline monitors and their current compliance status, including any overdue bumps, calibrations or hardware failures.
 - 2.3.10. Have ability to remotely disable any gas detector or dock in the event of malfunctions or sensor failures to prevent use of potentially unsafe devices.
 - 2.3.11. Generate reports of alerts, including, but not limited to, by gas detector, by day of the week, alerts over a worker's shifts, impact of longer shifts on alerts, alert types by month, and compare alert trends against planned operations and maintenance events. Reports shall be ad hoc and/or scheduled.
 - 2.3.12. Be able to assign customizable user levels granting right levels to specific users and restricting access to others.
 - 2.3.13. Have no limit on size or duration of information stored on the remote cloud server. The remote cloud server must have backup logs.
 - 2.3.14. Be capable of customizing the lone worker check-in procedures, including check-in interval based on shift duration.
- 2.4. Training
 - 2.4.1. The Service Provider shall:

- 2.4.1.1. Provide online or in person training to system administrators on how to use the cloud-hosted software. Training shall be no longer than eight hours in duration. Service Provider shall provide one training that is recorded.
- 2.4.1.2. Provide end user training, which includes, but is not limited to, basic operation of the gas detectors, alerts, bump testing, and calibration. Training shall be no longer than one hour in duration. Service Provider may provide recorded trainings, including, but not limited to handouts, pre-recorded videos, etc.
- 2.4.1.3. Provide in person training that addresses maintenance and sensor replacement of the gas detectors and calibration/docking stations. Training shall be no longer than one hour in duration. Service Provider shall provide one training that is recorded.
- 2.4.1.4. These trainings may be recorded for future use by OC San.

3. Security & Data Recovery

- 3.1. Website shall be Secure Sockets Layer (SSL) secure.
- 3.2. Cloud-based requirements.
 - 3.2.1. Adhere to International Organization for Standardization / International (Electrochemical Commission (ISO/IEC) 27002 standard.
 - 3.2.2. Provide a backup solution that can be used to recover from all data loss scenarios such as user accidental or malicious deletions and/or overwrites.
 - 3.2.3. Provide availability contractual guarantees of uptime service level agreements (SLAs) of 99.5% (358 days).
- 3.3. Shall provide the ability to use multifactor authentication for administrative accounts.
- 3.4. Shall have single sign-on through SAML 2.0 through Microsoft Azure.
- 3.5. Shall have Azure AD Sync and automatically update and import OC San employee database.

4. Project Management

- 4.1. Service Provider shall:
 - 4.1.1. Provide technical guidance and subject matter expertise to assist with seamless integration of the software and hardware.
 - 4.1.2. Provide weekly updates on schedule for ordering, roll out, training, etc.
 - 4.1.3. Provide user acceptance testing of the software and hardware. Shall provide a test environment prior to deploying equipment to end user.
 - 4.1.4. Provide onsite technical support/service, including provision of spare units and parts.

5. Warranty

- 5.1. Service Provider shall provide a minimum four (4) - year warranty on sensors, gas detectors, and calibration stations.

6. Project Deliverables

6.1. Milestone 1 – Detector and Equipment Procurement

- 6.1.1. Service Provider shall purchase equipment as listed within Section 2 of this Scope of Work (SOW). The equipment and software shall comply with Section 2, 3, and 5 of this SOW.

The Service Provider shall document and track the equipment orders and provide regular status updates upon request via email to the OC San Project Manager regarding shipping dates or manufacturing delays or issues. The equipment shall be shipped or transported to OC San's Plant No. 1 at 10844 Ellis Avenue, Fountain Valley, CA 92708.

- 6.1.2. Payment for Milestone 1 shall be made in accordance with cost listed in Exhibit B – Cost Proposal Form. Payment for Milestone 1 is contingent upon the assigned OC San Project Manager's acceptance of the final delivery and inspection of equipment at OC San's Plant No. 1 Receiving Dock.

6.2. Milestone 2 - System Implementation and Configuration

- 6.2.1. Service Provider shall work with OC San to implement the software as required in Section 2.3 and Section 3. The software shall have the ability to work in both connected and disconnected mode as well as support at least 50 user accounts. The Service Provider must provide support for installation and configuration of the product. The Service Provider must provide project management services for implementation and configuration of the software system. The Service Provider shall work with OC San staff to determine the role base assignment: and create final business rules, business processes, and workflow for notifications. The Service Provider shall assist OC San integrate with its HR feed and assign the detectors to the end user.

- 6.2.2. Payment for Milestone 2 shall be made in accordance with cost listed in Exhibit B – Cost Proposal Form. Payment for Milestone 2 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal.

6.3. Milestone 3 – Training

- 6.3.1. The Service Provider shall develop training material and provide training as required by Section 2.4. Training shall be role-based and where required by Section 2.4, may be in-person at OC San's property using OC San training environment. The Service Provider will develop all role base training and reference materials for OC San staff to review and approve prior to the training session.

- 6.3.2. Payment for Milestone 3 shall be made in accordance with cost listed in Exhibit B – Cost Proposal Form. Payment for Milestone 3 is contingent upon the assigned OC San Project Manager's acceptance of the final version of the submittal.

6.4. Milestone 4 - Testing, Go-live, and Support

- 6.4.1. The Service Provider shall develop a testing process approved by the OC San Project Manager. The Service Provider shall develop a test plan to verify functionality of the software, establish roles within the system, verify of detector assignment, calibrate

station functionality, and data process to the cloud-based system. The Service Provider shall develop and load test data into a test system and facilitate the completion of each test plan. Testing shall be coordinated with efforts among the OC San Project Manager, OC San Technical Lead, and OC San staff. All tests shall be performed on-site at OC San on standard computers and servers with OC San standard software and hardware. Tests shall not be considered complete until the OC San Project Manager and assigned IT personnel are satisfied that the software and data performed properly and is compliant with OC San standards in accordance with the SOW. Upon successful completion of testing and written certification by the Service Provider that the software is complete in all respects, and all known defects have been remedied by the Service Provider, the Service Provider shall prepare the software for live operations.

- 6.4.2. Payment for Milestone 4 shall be made in accordance with cost listed in Exhibit B – Cost Proposal Form. Payment for Milestone 4 is contingent upon the assigned OC San Project Manager’s acceptance of the final version of the submittal.

6.5. Milestone 5 - Project Documentation

- 6.5.1. All project-related documentation shall be updated and provided to OC San upon completion of the project. Project documentation may include, but not be limited to: hardware configuration, software configuration, security setup and administration, training manuals, collected data, installation procedures, and testing procedures. All documentation shall be delivered in the form of electronic files.
- 6.5.2. Payment for Milestone 5 shall be made in accordance with cost listed in Exhibit B – Cost Proposal Form. Payment for Milestone 5 is contingent upon the assigned OC San Project Manager’s acceptance of the final version of the submittal.

7. Project Schedule

The Service Provider shall adhere to the following activities and milestones when creating its schedule and work breakdown structure to accomplish the SOW. The Service Provider shall coordinate all meetings with the assigned OC San Project Manager. All meetings will be held at OC San's Headquarters facility located at 18480 Bandilier Circle, Fountain Valley, CA 92708.

SCHEDULE AND MILESTONE PAYMENT ACTIVITY			
ACTIVITY	DEADLINE	MILESTONE	REFERENCE SECTION
Notice to Proceed (NTP)	NTP = Effective Date	N/A	N/A
Kick-Off Meeting	NTP + 7 Calendar Days	N/A	N/A
Detector and Equipment Procurement	NTP + 91 Calendar Days	1	2.1, 2.2, & 6.1
System Implementation and Configuration	NTP + 120 Calendar Days	2	2.3, 3, & 6.2
Training	NTP + 134 Calendar Days	3	2.4 & 6.3
Testing and Go-Live	NTP + 147 Calendar Days	4	4.1 & 6.4
Project Documentation	NTP + 175 Calendar Days	5	6.5