

# Master Purchase Order

<b>DO NOT INVOICE TO THIS ADDRESS</b>	 <b>DENVER</b> <small>THE MILE HIGH CITY</small>	Workday™ Supplier Contract No.	SC-0008848	
City & County of Denver		Date:	2/2/2024	Revision No.
Purchasing Division		Payment Terms		Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Best Way	
United States		Analyst:	Brenda Hannu	
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8118	

Workday      SUP-00017422      Phone: 613-589-2456      Email: sales@bubbletech.ca  
 Supplier ID:

Bubble Technology Industries Inc.  
 31278 Highway 17  
 Chalk River, Ontario  
 Canada, K0J 1J0

Ship To: As Specified By Agency

Attn: Lianne Ing (ingl@bubbletech.ca)

Bill To: As Specified By Agency

Colorado Secretary of State ID: 20241025552

U.S. Federal SAM Registry Verification Date: 11/30/2023

**1. Goods/Services:**

Bubble Technology Industries Inc., an entity formed or registered under the law of Canada-federally incorporated, (“Vendor”) shall provide the goods, and any services related thereto, identified, and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order (MPO).

**2. Ordering:**

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this MPO for purposes of such Order only.

**3. Pricing:**

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this MPO.

**4. Term/Renewal:**

The effective period of this MPO shall be from date of City signature to and including 10/31/2024. The City and the vendor may mutually agree to renew and continue this agreement for additional periods of one year at the same prices, terms, and conditions. However, no more than two (2) yearly extensions shall be made to the original agreement.

**5. Non-Exclusive:**

This MPO is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

**6. Inspection and Acceptance:**

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

**7. Shipping, Taxes and Other Credits and Charges:**

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the MPO number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes, and fees; and give all notices necessary and incidental to the fulfillment of this MPO and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges, or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services

shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

**8. Risk of Loss:**

Vendor shall bear the risk of loss, injury, or destruction of goods prior to delivery to City. Loss, injury, or destruction shall not release Vendor from any obligation hereunder.

**9. Invoice:**

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered, and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

**10. Payment:**

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this MPO in excess of **Four Million Dollars (\$4,000,000)**. The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this MPO, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this MPO, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this MPO is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this MPO.

**11. Amendments/Changes:**

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this MPO by a formal written change order. Any change or amendment that would cause the aggregate payable under this MPO to exceed the amount appropriated and encumbered for this MPO is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

**12. Warranty:**

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this MPO which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third-party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

**13. Indemnification/Limitation of Liability:**

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the total MPO Amount. Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

**14. Termination:**

City may terminate this MPO, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the

goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

**15. Interference:**

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this MPO and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

**16. Venue, Choice of Law, and Disputes:**

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

**17. Assignment/No Third-Party Beneficiary:**

Vendor shall not assign or subcontract any of its rights or obligations under this MPO without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this MPO and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This MPO is intended solely for the benefit of City and Vendor with no third-party beneficiaries.

**18. Notice:**

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

**19. Compliance With Laws:**

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations, and executive orders related to its performance under this MPO. City may immediately terminate this MPO, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

**20. Insurance:**

Vendor agrees to secure, at or before the time of execution of this MPO, the following insurance covering all operations, goods or services provided pursuant to this MPO. Vendor shall keep the required insurance coverage in force at all times during the term of the MPO, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this MPO. Such notice shall reference the MPO listed on the signature page of this MPO. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal, and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's MPO. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this MPO are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this MPO.

Vendor may not commence services or work relating to this MPO prior to placement of coverages required under this MPO. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this MPO shall not act as a waiver of Vendor's breach of this MPO or of any of the City's rights or remedies under this MPO. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability, Technology Errors & Omissions, and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured. For all coverages required under this MPO, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this MPO) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor

shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this MPO. Vendor shall maintain Excess/Umbrella liability limits of \$5,000,000. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits. Vendor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

**21. Severability:**

If any provision of this MPO, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

**22. Survival:**

All terms and conditions of this MPO which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty, and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

**23. No Construction Against Drafting Party:**

No provision of this MPO shall be construed against the drafter.

**24. Status of Vendor/Ownership of Work Product:**

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**25. Examination of Records and Audits:**

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers, and records related to Vendor's performance pursuant to this MPO, provision of any goods or services to the City, and any other transactions related to this MPO. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the MPO or expiration of the applicable statute of limitations. When conducting an audit of this MPO, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

**26. Remedies/Waiver:**

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

**27. No Discrimination in Employment:**

In connection with the performance of work under the MPO, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

**28. Use, Possession or Sale of Alcohol or Drugs:**

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this MPO or barring Vendor from City facilities or from participating in City operations.

**29. Conflict of Interest:**

No employee of City shall have any personal or beneficial interest in the goods/services described in this MPO; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**30. Advertising and Public Disclosure:**

The Vendor shall not include any reference to the MPO or to services performed or goods purchased pursuant to the MPO in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

**31. Intellectual Property:**

Any research, reports, studies, data, photographs, negatives or other documents, drawings, or materials (collectively "materials") delivered by Vendor in performance of its obligations under this MPO shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

**32. Federal Provisions:**

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). **ANTI-KICKBACK ACT COMPLIANCE** Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

**CONTRACT WORK HOURS AND SAFETY STANDARDS** Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5)

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**CLEAN AIR AND WATER REQUIREMENTS** Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office.

**ENERGY CONSERVATION REQUIREMENTS** The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201)

**NO SUSPENSION OR DEBARMENT** Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency.

**BYRD ANTI-LOBBYING.** If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying 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 in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Purchase pursuant to 3.26(e)-This MPO is contingent on Council approval and is void without such action.

This MPO is acknowledged and agreed to by:

**City & County of Denver, Purchasing Division**

**Vendor  
Name:**

\_\_\_\_\_  
(Company Name)

**By:**

\_\_\_\_\_  
(Authorized Signature)

**By:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Print  
Name:**

Brenda Hannu

**Title:**

\_\_\_\_\_

**Title:**

Purchasing Manager

**Date:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

## EXHIBIT "A"

Supplier: Bubble Technology Industries Inc.  
 Solicitation/ Award Title: SC-00008848/Mobile Radiological Detection Units  
 Internal File Reference Location: 11159

**It is recommended that you use your Supplier Contract No. SC-00008848, in all future correspondence and/or other communications.**

Description of the goods, and services related thereto, being purchased and pricing:

**Mobile radiological detection units with capabilities for regional mapping and event monitoring purposes.**

This project is supported in whole by Department of Homeland Security grant funding awarded through grant number 20CWDSTC0000-04 issued by the DHS Grants and Finance Division (GFAD).

**Project Specifications:**

The system must meet all requirements for IEEE Std. N42.43-2021. The system must meet or exceed the following requirements:

- Self-contained modular housing for detectors/system which allows system to be easily disassembled and reassembled between different ground, maritime and aerial vehicles with no special equipment; one person lift for individual components, two-person lift if assembled in a pod or rooftop carrier with approximately 20-minute assembly time.
- The entire Gamma detector assembly shall be capable of being housed in an IP66 rated low attenuation carbon fiber case incorporating both thermal shock and vibration absorbing material.
- The case shall provide thermal protection such that regardless of ambient temperature changes, the crystal is not subjected to a temperature change of more than 8 degrees C per hour.
- The case should be water resistant and suitable for inclement and snowy weather conditions without the use of an additional case.
- An outer case ensures that:
  - ✓ Am-241 is easily detected
  - ✓ The 30keV peak from Cs-137 also detected
- Case operating and/or storage temperature range: -20° C to +55° (-4° F to +131° F)
- Case with a modular design which is easily expandable to four or more gamma detectors and at least one neutron detector.
- Built-in GPS receiver with the ability to connect an external GPS for more accuracy if desired.
- No external test sources are required for system startup.
- No external test sources are required for spectrum stabilization.
- Auto stabilization performed using naturally occurring radionuclides use of fully multi-peak automatic gain stabilization on natural isotopes using the natural occurring isotopes of U, K and Th.

- Operation from 10 - 30 VDC directly, or 115VAC via an included adapter.
- Incorporates a digital 1024 channel multichannel analyzer (MCA) or spectrometer based on FPGA technology (Field Programmable Gate Array) and implementing DSP (Digital Processing Techniques).
- The MCA throughput has more than 1,000,000 counts per second.
- Each crystal detector has its own MCA.
- Nuclide identification spectrometer which can operate up to 250,000 cps without any spectral distortion.
- Channel Resolution can be selected as 512 or 1024 channels with a typical measuring range of 12keV to 3MeV.
- Differential nonlinearity <0.2% over top 99.5%.
- Integral nonlinearity < 0.01% over top 99.5%.
- Zero conventional dead time.
- Military or ruggedized connectors wherever possible.
- Internal data backup storage of last 24 hours of operation.
- A high degree of connectivity - there are many ways (RS-232, Ethernet) to connect for wireless transmission including Iridium Satellite Phone.
- Ability for factory monitoring of the system over the internet for maintenance purposes.
- The system connects wirelessly to the current STC Denver wireless systems.
- Wireless capability for data output, device setup and control. (e.g., with the instrumentation operating from rechargeable batteries with an externally mounted pod, it is possible to be wireless to the monitoring computer in the aircraft or land vehicle (no cabling to the device from within the platform.) The monitoring computer is the link to the outside wireless network.)
- Wireless monitoring to factory to allow remote upgrade of software, diagnostics maintenance, and repair of system.
- Ability to simultaneously monitor within the vehicle and transmit data to a command center.
- A variety of standard data outputs which are user selectable, including N42.42
- Ability to replay saved log files using the standard operating software, at varying speeds - x, 5x, 10x, 20x.
- Ability for the user to set and prioritize at least 10 different audible/visual alerts which run during the scan mode of operation.
- The audible and visual alerts are user configurable as alarm tones and/or text to speech.
- A standard operating scan mode which automatically and continually logs data and records spectra in N42.42 format when alarm levels are reached.

- A user selectable Scan mode provides real time nuclide identification, dose rate, alarm classification (industrial, medical, etc.) as well as threat level.
- The Scan mode, in a multiple detector configuration, displays left / right radiation source direction along with standard features of the scan mode.
- Hardware capability to operate external light systems when alarms are detected.
- All log files from scan mode of operation are automatically stored in file folders names with standard naming convention using the date, time of the operation.
- The connectivity is made possible by 2 software packages which are included with the purchase of the system.
- A Windows 10-based software package for the monitoring, setup, display and recording software.
- Viewer software for monitoring the full spectral transmission.
- Altitude considerations (Colorado State Patrol ask is 10,000 feet).

**Products/Services to be delivered (make, model, part numbers, training requirements, certifications, etc.)**

- Mobile detection system.
- Training on device usage.
- Mobile radiation detection system as specified above, must be delivered with a USB thumb drive containing region specified data fields for use in an inventory tracking system in a .csv format.
- Delivery ticket and other documents and manuals, if requested shall be delivered to the location (s) as stated on each individual purchase order as expeditiously as possible, but no later than thirty (30) calendar days after receipt of City purchase order.

**Tasks to be performed by supplier**

- On-Site Trainings on mobile system.
- Training for mobile radiation detection system developed per STC-Denver specifications provided curriculum to be completed and available online within three months of receipt of order.
- Provide spec sheets with response.
- Provide proof of active registration in Sam.gov with a Unique Entity Identifier (UEI) in good standing.
- Provide a copy of warranty in the bid packet.
- Provide acceptance or red line of City MPO terms and conditions.

**How the City will monitor supplier performance**

- STC partners will establish the relationships necessary to communicate directly with vendors for performance issues/concerns
- Repairs and maintenance efforts will be tracked and analyzed by the Program Management Office (PMO)

**Minimum Service Requirements:**

- Mobile system manufacturer must provide an initial onsite training, train-the-trainer training and additional trainings as needed.
- 5-year standard warranty on mobile detection system to be included in the cost of the unit, warranty terms to include system vendor's parts, labor and onsite service calls as required.
- One vendor onsite service call can be equally substituted in place of one onsite initial/refresher training (as required).
- Easily reachable support component.
- Vendors bid should include the following specifications and items:
  - ✓ Size and weight of self-contained systems (mini-mobile and aircraft mounted). Provide photographs of existing systems, mounts, and other related details (if possible).
  - ✓ Size, weight, and mounting method for SUV mounted mobile system. Provide photographs of existing systems, mounts, and other related details (if possible).
  - ✓ Size, weight, and material of each gamma detector.
  - ✓ Size, weight, and material of each neutron detector.
  - ✓ Line-item costs for annual maintenance agreement and what this includes (list whether optional, required or not needed).
  - ✓ Include any required maintenance requirements and indicate if this is able to be performed in-house with end users or if a manufacturer's representative must perform this maintenance.
  - ✓ Provide a spread sheet listing:
    - Specification (One spec per line)
    - Determination whether their product fails to meet, meets, or exceeds specification
    - Explanation why it fails to meet or why it exceeds specification

**Emergency Purchases:**

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the vendor.

**Emergency 24-hour Services:**

Emergency twenty-four (24) hour service is to be provided by vendor at no additional cost. The name and phone number of the individual(s) to contact for emergency service shall be furnished to the City:

Scott Beauchamp, Field Operations Coordinator  
 Mobile: 613-635-2874  
 Email: flexspec@bubbletech.ca

This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

**Cooperative Purchasing:**

The City encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

Vendor(s) must contract directly with any interested governmental agency concerning the matters within this MPO.

BTI is pleased to provide the following pricing for systems in accordance with the City's specifications. All prices are firm and fixed. Pricing is valid for 120 days.

Bid Item	Description	QTY	UOM	Pricing	Extended pricing (Qty x Pricing)
1 <sup>1</sup>	Vehicle-based system – includes 4 gamma detectors and 2 neutron detectors mounted to an SUV-type vehicle.	3	Systems	<b>\$199,500</b>	<b>\$598,500</b>
2 <sup>2</sup>	Helicopter-based system – includes 4 gamma detectors and 2 neutron detectors mounted to the exterior of a helicopter. No external wiring allowed.	1	Systems	<b>\$263,000</b>	<b>\$263,000</b>
3 <sup>3</sup>	Annual Maintenance Service Agreement	1	EA	<b>Included</b>	<b>\$0</b>
4	Additional Warranties	1	EA	<b>Included</b>	<b>\$0</b>
5	Initial On-site Training	1	EA	<b>\$11,500</b>	<b>\$11,500</b>
6	Additional Trainings (including Train-the-Trainer)	1	EA	<b>\$5,300</b>	<b>\$5,300</b>
<b>Grand Total</b>					<b>\$878,300</b>
<p><u>Additional Items to Consider (e.g., costs associated with repair and calibration, is a service plan available for purchase?, etc.):</u>  <b>No additional costs to consider – no routine maintenance or calibration required. Comprehensive 5-year warranty includes all repair costs.</b></p> <p><b>Unit pricing will remain the same for quantities of 3 - 6 systems.</b></p>					
Vendor Name:	<b>Bubble Technology Industries Inc.</b>				

<sup>1</sup> Minimum quantity of 3 but up to 6 – If there is no price differential for quantities above 3, please note that. Includes standard 5-year warranty.

<sup>2</sup> Dedicated helicopter configured system. 4 Gamma /2 neutron detector system. Must be portable, waterproof, containerized, and self-powered. This detector must be able to mount to exterior of a helicopter. No external wiring is allowed (power, data etc.). When in this configuration, the detector will connect to computer via Wi-Fi, Bluetooth, or other wireless means. Includes standard 5-year warranty.

<sup>3</sup> Annual maintenance service contract- Please indicate if system(s) require any annual maintenance that cannot be performed in-house using end users. If an additional maintenance cost is required, please quote it as a separate line item and indicate what this service is and how often it needs to be performed (monthly, annual etc.). If quoted, this should be a per-unit cost.