

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:****Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC****11 Laurier St./ 11 rue, Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776****REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION****Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Portable RAMAN System	
<b>Solicitation No. - N° de l'invitation</b> 47064-130281/B	<b>Date</b> 2012-12-20
<b>Client Reference No. - N° de référence du client</b> 1000310281	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-924-61826	
<b>File No. - N° de dossier</b> pv924.47064-130281	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-30</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Caron, Anne	<b>Buyer Id - Id de l'acheteur</b> pv924
<b>Telephone No. - N° de téléphone</b> (819) 956-3874 ( )	<b>FAX No. - N° de FAX</b> (819) 956-3814
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> CANADA BORDER SERVICES AGENCY 79 BENTLEY AVE OTTAWA Ontario K2E6T7 Canada	

**Instructions: See Herein****Instructions: Voir aux présentes****Vendor/Firm Name and Address****Raison sociale et adresse du  
fournisseur/de l'entrepreneur****Issuing Office - Bureau de distribution**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques  
11 Laurier St./ 11 rue, Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

### 3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

B1000T (2007-11-30), Condition of Material

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is

eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in province of Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid ( 3 hard copies)  
 Section II: Financial Bid ( 1 hard copy)  
 Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Mandatory Specifications are detailed in Annex "A".

The following applies to the Requirement and bidders must provide the following information in the bid where applicable:

**1.1 Delivery** (*Bidder to complete*)

While delivery must be by March 29, 2013, the best delivery that could be offered by the Bidder is \_\_\_\_\_.

**1.2 Manuals**

One (1) copy of all available manuals in English (and French if available) must be supplied with the system.

**1.3 Training** (*Bidder to complete*)

A One day on-site training must be provided for up to three (3) users. All costs associated with the on-site training must be included in the price.

Provide complete details of training e.g. duration, scope, etc.,

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**1.4 Service** (*Bidder to complete*)

Purchase of the system must include: regional technical support; technical phone support; support via the Internet; and support via a fax-back document system.

Response for this service shall be within 24 hours.

Also, provide the following with your bid:

a) Location of available service facilities (after sales service and repair). List the service facilities closest to the destination.

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b) Locations of available replacement parts from consumables to major components.

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c) Response time re: service calls, and escalation schedule, i.e. (how many days with no resolution to a problem until a more experienced person is called in, and from which location).

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d) List the frequency of routine maintenance visits provided by a qualified service technician during the warranty period, if applicable and included in the price.

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## 1.5 Client References *(Bidder to provide)*

The Bidder must provide five (5) company/organisation names, addresses and contact person(s) (with telephone numbers) where the Bidder has supplied same equipment as the one proposed in this bid in the last five (5) years. All such referenced systems must be fully operational (used daily) and demonstrate that the bidder has a proven track record of supplying similar equipment. Canada may contact these references as part of the bid evaluation process. The Bidder agrees that failure to comply with such a request, will lead to disqualification of the Bidders' proposal from further consideration.

## 1.6 Contacts

Bidders are requested to provide the following: Information pertaining to Article 5.3 Contractor Representatives under Part 6, Resulting Contract Clauses.

## Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

### 1.1 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation 2010-01-11

## Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

All proposals submitted must be completed in full and provide all of the information requested in the Request for Proposal (RFP) package to enable a full and complete evaluation. The onus is on the bidder to provide all the information necessary to ensure a complete and accurate assessment.

##### 1.1.1 Mandatory Technical Criteria

See Annex "A" – Mandatory Specifications

#### 1.2 Financial Evaluation

- a) prices will be evaluated in Canadian Funds including any applicable Excise Taxes and Canadian Customs Duty (if applicable) and excluding the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (if applicable). For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.

- b) prices will be evaluated on a FOB Destination.
- c) prices will be evaluated based on all prices included in Annex "B".

## 2. Basis of Selection

*SACC Manual* clause A0031T (2010-08-16), Mandatory Technical Criteria

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals

mentioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## 2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 2.1 Federal Contractors Program - over \$25,000 and below \$200,000 (*Bidder to complete*)

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more; or
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site:

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

Signature of authorized representative: \_\_\_\_\_. Date: \_\_\_\_\_



## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Canadian Border Services Agency (CBSA) has a requirement to purchase one (1) Portable RAMAN System. The Contractor must provide goods in accordance with the Mandatory Specifications detailed in Annex "A".

### 3. Standard Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before *(filled in at contract award)*.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Anne Caron**

Public Works and Government Services Canada  
Acquisitions Branch  
Commercial Consumer Products Directorate  
11 Laurier Street, 6A2, Phase III  
Place du Portage, Hull, Quebec, K1A 0S5  
Telephone: (819) 956-3874  
Facsimile: (819) 956-3814  
E-mail address: [anne.caron@tpsgc-pwgsc.gc.ca](mailto:anne.caron@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Technical Authority

The Technical Authority for the Contract is: *(filled in at contract award)*

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative *(Bidder to complete)*

The telephone number of the person responsible for:

### General enquiries

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

### Delivery Follow-up

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the Annex "B" for a cost of \$ *(filled in at contract award)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 SACC Manual Clauses

H1000C Single Payment

2008-05-12

## 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for Default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

## 10. SACC Manual Clauses

B1501C	Electrical Equipment	2006-06-16
A9068C	Government Site Regulations	2010-01-11
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
G1005C	Insurance	2008-05-12

## 11. Shipping Instructions - FOB Destination

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination Ottawa, Ontario including all delivery charges and customs duties and taxes.

## 12. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A 2012-11-19, General Conditions - Goods (Medium Complexity);
- (c) Annex A, Mandatory Specifications;
- (d) Annex B, Pricing;
- (e) the Contractor's bid dated *(filled in at contract award)*.

## ANNEX "A" – MANDATORY SPECIFICATIONS *(Bidder to complete)*

### MANDATORY SPECIFICATIONS:

The supplied equipment must meet or exceed all of the specifications listed below. Systems failing to meet all of the following specifications will be considered non-compliant.

The Bidder **must clearly demonstrate (with references to proposal documentation)** how the proposed system complies with each criterion. Systems not meeting all the following Mandatory Requirements will be considered non-compliant.

#### **Modes:**

Must allow analysis in "point and shoot" mode (external) and "vial" mode (internal).

Must be able to switch from one mode to the other without using any tools.

**Reference** \_\_\_\_\_

**Laser output:** power must be adjustable to 75mW, 125mW or 250mW

**Reference** \_\_\_\_\_

**Spectral resolution:** must be adjustable to a minimum of 7 to 10.5 cm<sup>-1</sup> over the spectral range (a 7 cm<sup>-1</sup> resolution at lower wavenumber, a 9 cm<sup>-1</sup> at mid-spectral range and a 10.5cm<sup>-1</sup> at higher wave number)

**Reference** \_\_\_\_\_

**Spectral range:** 250 to 2875 cm<sup>-1</sup> or better (wider range)

**Reference** \_\_\_\_\_

**Size:** maximum of 23 cm x 11 cm x 6 cm

**Reference** \_\_\_\_\_

**Weight:** maximum of 1 kg

**Reference** \_\_\_\_\_

**Operating temperature:** from -20°C to +40°C

**Reference** \_\_\_\_\_

**Storage temperature:** from -30°C to +60°C

**Reference** \_\_\_\_\_

**Software:**

- Must be internal.
- The contractor must provide all software updates and new releases to the purchaser for a period of two (2) years following the acceptance, at no additional cost.

Note: The word "updates" means all enhancements, extensions or other modifications to the software. The word "releases" means enhancements or modifications to the software or new modules or supplementary modules that function in conjunction with the software, that represent the next generation of software, and which the Contractor has decided to make available to its customers usually for an additional charge.

- Must allow the export of data in at least one non-proprietary format (eg x-y data table, jpg image)

**Reference** \_\_\_\_\_

**Library:**

- Must be internal to instrument and contain a minimum of 8000 compounds (including narcotics and their precursors as well as explosives and their precursors).
- Must be able to add new compound to the library.
- Must be able to search the library on the instrument by chemical name, category or CAS number.
- Must have an integrated NIOSH (or other recognised association) database providing detailed hazard on the compound identified.
- The manufacturer must demonstrate that it keeps on expanding the library of the instrument and must include free library upgrades for two years.

**Reference** \_\_\_\_\_

**Display:** The display of the hand-held instrument must be able to:

- display the spectrum of the sample analysed
- perform spectra overlay to previous scan or to a scan from the library
- allow for on-instrument data review

**Reference** \_\_\_\_\_

**Other requirements:**

- Must be independently tested and certified to the following standards: MIL STD 810G and IP67 for impact resistance and dust and water entry
- Must allow for full decontamination – must be submersible in water
- Must be battery operated: on rechargeable and non-rechargeable disposable (field friendly) batteries.
- Must come with battery charger, rechargeable batteries and non-rechargeable disposable batteries.
- Must be able to save data on a memory card, included by the supplier.
- Must have a safety feature for laser (eg. Protector, safety zone).
- Must come with a hard case for transportation.

**Reference** \_\_\_\_\_

Solicitation No. - N° de l'invitation

47064-130281/B

Client Ref. No. - N° de réf. du client

1000310281

Amd. No. - N° de la modif.

File No. - N° du dossier

pv92447064-130281

Buyer ID - Id de l'acheteur

pv924

CCC No./N° CCC - FMS No/ N° VME

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## ANNEX "B" – PRICING

### 1. **PRICING FOR PORTABLE RAMAN SYSTEM** *(Bidder to complete)*

This requirement is for the purchase one (1) Portable RAMAN System.

Details	Unit Price \$
Portable RAMAN System	