



**RETURN OFFERS TO:
RETOURNER LES OFFRES À :**

Soft Copy / Copie électronique :

Attention: Marie-Eve Brunet
Email/Courriel: marie-eve.brunet@rcmp-grc.gc.ca

See Offeror Instructions – Submission of Offers herein for more information.

Voir les instructions à l'intention des offrans - Présentation des offres aux présentes pour de plus amples renseignements.

**REQUEST FOR
STANDING OFFER**

National Individual Standing Offer (NISO)

**DEMANDE D'OFFRES À
COMMANDES**

Offre à commandes individuelle et nationale (OCIN)

Offer to: Royal Canadian Mounted Police

We hereby offer to sell to His Majesty the King 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.

Offre à : Gendarmerie royale du Canada

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

Comments: - Commentaires :

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT NE COMPORTE PAS UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

Title – Sujet Custom Gun Mounts		Date 2023-12-06
Solicitation No. – N° de l'invitation 202402160		
Client Reference No. - No. De Référence du Client 202402160		
Solicitation Closes – L'invitation prend fin		
At / à :	14 :00	EST (Eastern Standard Time) HNE (heure normale de l'Est)
On / le :	2024-01-17	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Marie-Eve Brunet marie-eve.brunet@rcmp-grc.gc.ca		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
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)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

NOTE: [Canada Buys](#) is the new official source for Government of Canada tender and award notices. [Buy and Sell](#) remains as a source for information, procurement policy and guidelines.

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Basis of Payment any other annexes.

1.2 Summary

The Royal Canadian Mounted Police (RCMP) has a requirement for a National Individual Standing Offer for the provision of thirteen (13) custom designed mounts for use on the General Duty (GD) Carbine platform, 300 Blackout platform and the 40 mm launcher platform for a period of five (5) years.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



1.4 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the [Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the [Office of the Procurement Ombudsman \(OPO\)](#).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.16 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Offers

Offers must be received at the Royal Canadian Mounted Police (RCMP) by the date, time and to the attention of the person indicated on page 1 of the solicitation.

Offers transmitted by facsimile to RCMP will not be accepted. Offers delivered in hard copy to the RCMP will not be accepted.

NOTE: The RCMP has not been approved for offer submission by Canada Post Corporation (CPC) Connect service.

Offerors may submit more than one (1) offer per solicitation; however multiple offers must be submitted in separate offer packages. If any part of an Offeror's submission is common between multiple offers, that part of the submission must be submitted with each separate offer package.

2.3 Enquiries - Request for Standing Offers



All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful Offeror on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca

2.6 Volumetric Data



The volumetric data in Annex "C" has been provided to Offerors to assist them in preparing their offers. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this solicitation will be consistent with this data. It is provided purely for information purposes.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer/Samples
- Section II: Financial Offer (one (1) soft copy in PDF format)
- Section III: Certifications (one (1) soft copy in PDF format)
- Section IV: Additional Information (one (1) soft copy in PDF format)

Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:

- a. receipt of garbled or incomplete offer;
- b. delay in transmission or receipt of the offer to the Standing Offer Authority's email inbox (the date & time on the email received by the Standing Offer Authority is considered the date & time of receipt of the offer submission);
- c. availability or condition of the receiving equipment;
- d. incompatibility between the sending and receiving equipment;
- e. failure of the Offeror to properly identify the offer;
- f. illegibility of the offer; or
- g. security of offer data.

An offer transmitted electronically constitutes the formal offer of the Offeror and must be submitted in accordance with Section 05 of [2006](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements.

The RCMP has restrictions on incoming e-mail messages. The maximum e-mail message size including all file attachments must not exceed 5MB. Zip files or links to offer documents will not be accepted. Incoming e-mail messages exceeding the maximum file size and/or containing zip file attachments will be blocked from entering the RCMP e-mail system. An offer transmitted by e-mail that gets blocked by the RCMP e-mail system will be considered not received. It is the responsibility of the Offeror to ensure receipt.

Prices should appear in the financial offer only. No prices should be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer:

- (a) use a numbering system that corresponds to that of the Request for Standing Offer.

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, offerors should:



- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. 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
 - b. 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 Offer

All offers must be completed in full and provide all of the requirements requested in the solicitation to enable full and complete evaluation.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment. The total amount of Applicable Taxes is excluded.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

Section IV: Additional Information

1. Offerors must submit the additional information required under Part 5.
2. Offeror input is required to complete several sections under Part 6, Resulting Contract Clauses.

The information required in this Section should be submitted with the offer, but may be submitted afterwards. If information is missing from the offer, the Standing Offer Authority will inform the Offeror of a timeframe within which to provide the information. Failure to provide the information within the timeframe provided may render the offer non-responsive.

Refer to Part 6 of the solicitation.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation will be conducted in phases:
 - i. Phase I: Financial Evaluation (Article 4.1.1 of the solicitation)
 - ii. Phase II: Mandatory Technical Evaluation (Article 4.1.2 of the solicitation)

4.1.1 Phase I: Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Applicable Taxes excluded, Delivered Duty Paid (DDP) Destination (as identified in Annex "A") Incoterm 2010, transportation costs and unloading at destination included, Canadian customs duties and excise taxes included.

The Total Evaluated Unit Price (TEUP) will be determined as follows:

For each item, the Individual Evaluated Unit Price (IEUP) will be determined by taking the sum of the unit prices of the Year 1, Year 2, Year 3, Year 4, Year 5 and dividing by number of total years (5).

The TEUP will be calculated by taking the sum of the IEUP for each item and dividing by the number of items (13).

Offers are requested in Canadian currency.

Offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the solicitation closing date will be applied as a conversion factor to the offers submitted in foreign currency.

4.1.2 Phase II: Mandatory Technical Evaluation

4.1.2.1 Mandatory Technical Criteria – General Information

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, the following Mandatory Technical Criteria must be submitted:

- a. Mandatory Technical Criteria Sample(s) - refer to Article 4.1.2.2 for more information.

4.1.2.1.1 Submission of the Mandatory Technical Criteria

The Mandatory Technical Criteria submitted by the Offerors will remain the property of Canada.

The Offerors must submit the required Mandatory Technical Criteria at no cost to Canada.



Failure to submit the required Mandatory Technical Criteria in accordance with this Article will result in the offer being declared non-responsive.

The Mandatory Technical Criteria will be required after the solicitation closing date, upon a written request from the Standing Offer Authority, from the responsive Offeror(s) in Phase I with the lowest evaluated price. Should these Offerors not be technically compliant, the responsive Offeror(s) in Phase I with the next lowest evaluated price will be requested to submit the Mandatory Technical Criteria, and so on until a technically compliant offer is found.

The address to which the Mandatory Technical Criteria must be delivered will be provided in the written request from the Standing Offer Authority.

For reasons of, but not limited to, the number of submissions received, the complexity of the item being procured, the urgency of the requirement, the RCMP may elect, at its discretion, to request Mandatory Technical Criteria from all Offerors deemed responsive in Phase I.

The due dates are as follows:

Technical Requirement	Due Date
Mandatory Technical Criteria Sample(s)	within 60 calendar days from request

Canada may consider an extension to the above due dates in the following cases:

- a. Prior to solicitation closing, provided the Offeror submits a justification to the Standing Offer Authority for the extension request in accordance with Article 2.3 Enquiries – Request for Standing Offer in Part 2 and the request is deemed reasonable at Canada’s sole discretion; and/or
- b. After solicitation closing, provided the Offeror submits a justification to the Standing Offer Authority for the extension request no later than five (5) calendar days before the due date of the Mandatory Technical Criteria and the request is deemed reasonable at Canada's sole discretion.

If an extension is granted by Canada after solicitation closing for any or all of the technical criteria, all Offerors who have been asked to submit the Mandatory Technical Criteria will be given the same extension.

4.1.2.1.2 Evaluation of the Mandatory Technical Criteria

The Mandatory Technical Criteria Samples will be evaluated against the Technical Drawings at Appendix 1 to Annex “A”.

If any one of the samples do not meet the Technical Drawings, the offer will be declared non-responsive.

The requirement for the Mandatory Technical Criteria will not relieve the successful Offeror from submitting a sample(s) as required by the standing offer and resulting contract terms or from strictly adhering to the technical requirement of this Request for Standing Offer, the Standing Offer and any resultant contract.

4.1.2.2 Mandatory Technical Criteria – Mandatory Technical Criteria Samples

ITEM:	MMR:	QTY:
1. 40 mm light mount	77004532	3
2. UE07 Light mount assembly	77005180 and 77005181	3



3. Light mount C-8 M-LOK - Rev 2	77005172	3
4. C-8 Adapter - Rev 2	77004000	3
5. Muzzle Protector 40mm	77004534	3
6. Muzzle Protector 40mm Lock	77004850	3
7. Stock/Rail 20 MOA Adapter 40mm	77004533	3
8. 870T2 Mount - Rev 2	77004531	3
9. 90T Muzzle Brake bushing 8-32 Lock	77004521	3
10.300T2 Aimpoint Mount - Rev 2	77004530	3
11.T2 Riser Mount	77005354	3
12.Huxwrx Muzzle Brake Bushing	77005350	3
13.Huxwrx Simunition Suppressor	77005353	3

The Offeror must ensure that the required samples are manufactured in accordance with the technical specifications and are fully representative of the offer submitted. The technical specifications are those as illustrated in the Technical Drawings.

The samples should be clearly identified as such as have the following information: Solicitation Number, Offeror Name, Sample Number (i.e. 1-3), and the Title as per applicable Drawing.

4.2 Basis of Selection

4.2.1 An offer must comply with the requirements of the solicitation and meet all the mandatory technical criteria to be declared responsive.

4.2.2 The responsive offer with the lowest Total Evaluated Unit Price (TEUP) will be recommended for issuance of a standing offer (1 standing offer only).



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare an Offeror in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process:

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) – Labour's](https://www.canada.ca/en/employment-social-development/canada-esdc-labour-s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Independent Offer Determination

The attached Certificate of Independent Offer Determination (attached Attachment 1 to Part 5) has been developed by the federal Competition Bureau for use by the Standing Offer Authority when calling for offers, tenders or quotations. The intention of this documentation is to deter bid-rigging by requiring Offerors to disclose, to the Standing Offer Authority, all material facts about any communications and arrangements which the Offeror has entered into with competitors regarding the call for tenders.



ATTACHMENT 1 to PART 5 - CERTIFICATE OF INDEPENDENT OFFER DETERMINATION

I, the undersigned, in submitting the accompanying offer (hereinafter "offer") to:

(Corporate Name of Recipient of this Submission)

for: (Name and Number of Offer and Project)

in response to the call or request (hereinafter "call") for offers made by:

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: (Corporate Name of Offeror [hereinafter "Offeror"]) that:

- 1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying offer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Offeror to sign this Certificate, and to submit the accompanying offer, on behalf of the Offeror;
4. each person whose signature appears on the accompanying offer has been authorized by the Offeror to determine the terms of, and to sign, the offer on behalf of the Offeror;
5. for the purposes of this Certificate and the accompanying offer, I understand that the word "competitor" shall include any individual or organization, other than the Offeror, whether or not affiliated with the Offeror, who:
(a) has been requested to submit an offer in response to this call for offers;
(b) could potentially submit an offer in response to this call for offers, based on their qualifications, abilities or experience;
6. the Offeror discloses that (check one of the following, as applicable):
(a) the Offeror has arrived at the accompanying offer independently from, and without consultation, communication, agreement or arrangement with, any competitor;



(b) the Offeror has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for offers, and the Offeror discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) methods, factors or formulas used to calculate prices;
- (c) the intention or decision to submit, or not to submit, an offer; or
- (d) the submission of an offer which does not meet the specifications of the call for offers;

except as specifically disclosed pursuant to paragraph (6)(b) above;

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for offers relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;

9. the terms of the accompanying offer have not been, and will not be, knowingly disclosed by the Offeror, directly or indirectly, to any competitor, prior to the date and time of the official offer opening, or of the awarding of the Standing Offer, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

(Printed Name and Signature of Authorized Agent of Offeror)

(Position Title)

(Date)



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this Standing Offer is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this Standing Offer, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

6.3.1 General Conditions

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex " D ". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30



- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____ (*to be inserted at issuance of Standing Offer*).

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Marie-Eve Brunet
Title: Senior Procurement Officer
Royal Canadian Mounted Police
Directorate: Procurement, Materiel and Assets Management Branch
Address: 73 Leikin Drive, Ottawa, Ontario, K1A 0R2, Mailstop 1
E-mail address: marie-eve.brunet@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment and administration of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Standing Offer Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Standing Offer Authority.

6.5.2 Technical Authority (*to be inserted at issuance of Standing Offer*)

The Technical Authority for the Standing Offer is:

Name: _____

Title: _____



Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out pursuant to a call-up under the Standing Offer and is responsible for all matters concerning the technical content of the work under the resulting 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 standing offer amendment issued by the Standing Offer Authority.

6.5.3 Offeror's Representative (to be completed by Offeror)

General Inquiries:

Delivery Follow-up:

Name: _____

Name: _____

Telephone: _____

Telephone: _____

Facsimile: _____

Facsimile: _____

Email: _____

Email: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are RCMP Headquarters (HQ) Procurement and Contracting – Ottawa and the RCMP Armourer Section – Regina.

6.7 Call-up Procedures

The Identified User will make call-ups against the Standing Offer as follows:

- a) Authorized call-ups against this Standing Offer must be made using the duly completed forms identified in section 6.8, Call-up Instrument, by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- b) No costs incurred before the receipt of a signed call-up can be charged to this Standing Offer.
- c) Only the goods identified in the Requirement at Annex "A" of the Standing Offer are authorized for call-up. No substitutions are permitted unless otherwise authorized in writing by the Standing Offer Authority.



d) If by error or omission the Identified User fails to apply the correct price as listed in Annex "B" Basis of Payment or applies it improperly, it will be the responsibility of the Offeror to notify the Identified User of the error prior to delivery.

e) Any modifications to the original call-up must be supported by the issuance of an amended call-up form.

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942 Call-Up against a Standing Offer.

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 400,000.00 (Applicable Taxes and shipping included).

6.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions, Suspension of the work;
- e) the general conditions 2010A (2022-12-01), Goods (Medium Complexity);
- f) Annex "A", Statement Requirement;
- g) Annex "B", Basis of Payment;
- h) the Offeror's offer dated _____.

6.11 Procurement Ombudsman

6.11.1 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Standing Offer, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised



to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.11.2 Standing Offer Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this Standing Offer if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.12 Certifications and Additional Information

6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*to be inserted at issuance of Standing Offer*).

6.14 Facility Closing *(to be completed by Offeror)*

The Offeror's facility closing for winter and summer holidays are as follows. During this time there will be no shipments.

Year 1

Summer Holiday From: _____ To: _____

Winter Holiday From: _____ To: _____

Year 2

Summer Holiday From: _____ To: _____



Winter Holiday From: _____ To: _____

Year 3

Summer Holiday From: _____ To: _____

Winter Holiday From: _____ To: _____

Year 4

Summer Holiday From: _____ To: _____

Winter Holiday From: _____ To: _____

Year 5

Summer Holiday From: _____ To: _____

Winter Holiday From: _____ To: _____

6.15 Plant Location (to be completed by Offeror)

Items will be manufactured at: _____

6.16 Materials

The Offeror will be responsible for obtaining all materials required in the manufacture of the items specified.

6.17 Technical Requirements for Production

The RCMP has the right to request any Production Sample(s) at its discretion at any time during the Standing Offer period or the contract period of any call-up resulting from the Standing Offer in order to ensure technical compliance with the requirements. This request will be done in writing by the Standing Offer Authority or the Contracting Authority. Rejection by the Technical Authority of one or more Production Sample(s) for failing to meet the Contract requirements will be grounds for termination of the Contract for default and for setting aside the Standing Offer. The sample(s) submitted by the Contractor will remain the property of Canada.

6.18 Price Adjustment

6.18.1 The unit prices detailed in the Standing Offer may be subject to price adjustment during the Standing Offer period but not before the 12-month period following the issuance of the Standing Offer to allow for:

- a) unforeseen changes in the cost of components; and/or
- b) unforeseen changes in transportation costs; and/or
- c) changes in labour rates authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.

6.18.2 The price adjustment may be requested by the Offeror where the adjustment is greater than 7.5% of the unit price(s) detailed in the Standing Offer.



- 6.18.3** To request a price adjustment, the Offeror must provide the Standing Offer Authority with justification in one or more of the following forms, at the discretion of the Standing Offer Authority:
- a) a copy of the quotation from the component supplier to support the initial component unit cost(s) and a copy of the revised quotation from the component supplier to support the adjusted component unit cost(s);
 - b) a copy of paid invoices to the component supplier to support the initial component unit cost(s) and a copy of paid invoices to the component supplier to support the adjusted component unit cost(s);
 - c) a letter of attestation signed by the representative of the component supplier and, if different, the component manufacturer attesting to the adjustments, either in exact unit cost(s) or as a percentage(s). The attestation must specify the dates applicable to the initial unit cost(s) or percentage(s) and the adjusted unit cost(s) or percentage(s);
 - d) a copy of the notice of the labour rate change authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority;
and/or
 - e) any other documentation as requested by Canada.
- 6.18.4** The onus is on the Offeror to provide the justification requested by the Standing Offer Authority. Failure to provide justification to the Standing Offer Authority in accordance with subsection 6.18.3 may result in the request for price adjustment being denied.
- 6.18.5** The Standing Offer Authority reserves the right to verify any justification provided by the Offeror at any time through means deemed appropriate by the Standing Offer Authority. The Standing Offer Authority also reserves the right to ask for additional information to verify the justification provided by the Offeror. Failure to comply with the request for additional information may result in the request for price adjustment being denied.
- 6.18.6** Pursuant to this Clause, the Offeror will have the number of days specified in a request by the Standing Offer Authority to comply with the request. Failure to comply with the request within the number of days specified may result in the request for price adjustment being denied.
- 6.18.7** If the Standing Offer Authority does not accept the price adjustment and the Offeror is unable to maintain the original unit price(s), the Standing Offer will be set aside and any resulting call-ups will be terminated. The reason for termination will be decided by Canada, which may be for default or mutual consent dependant on the circumstance.
- 6.18.8** Any price adjustment must be approved by the Standing Offer Authority and will be evidenced through an amendment to the Standing Offer.

6.19 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.



If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2022-12-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.2.2 Supplemental General Conditions – Suspension of Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 23 Default by the Contractor or 24 Termination for convenience of general conditions 2010A.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery is requested within 90 calendar days from receipt of a call-up against the Standing Offer.



Instruction to Offeror: Should the requested delivery schedule indicated above be impossible to meet, the Offeror is to offer their very best delivery schedule below.

Delivery *(To be completed by the Offeror if desired delivery cannot be met. If the following paragraph is left blank by the Offeror, the Offeror agrees to meet the desired delivery for the call-up quantity.)*

Delivery must be made within ____ calendar days from receipt of a call-up against the Standing Offer.

6.4 Shipping Instructions – Delivery at Destination

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

Delivered Duty Paid (DDP) Destination (as identified in Annex “A”) Incoterms 2010, transportation costs and unloading at destination included, for shipments from a commercial contractor.

6.5 Packaging

To be in accordance with standard commercial packaging to ensure safe arrival of goods at destination.

The Custom Gun Mounts must be securely packaged to ensure the safety of all components.

While respecting the above packaging requirements, Contractors are encouraged, where applicable, to:

- Minimize packaging;
- Include recycled content in packaging;
- Re-use packaging;
- Reduce/eliminate toxics in packaging.

6.6 Marking

- a. Quantities and RCMP Stock Numbers (MMR) to be indicated on carton.
- b. Proper shipping documents must accompany each shipment. Packing slips must include the order number of the Call-up, item description, RCMP Stock Number (MMR) and quantity being shipped.

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex “B” for a cost of \$_____ *(to be inserted in the call-up)*. Customs duties, transportation and unloading at destination are included and Applicable Taxes are extra.

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.



6.7.2 Method of Payment – Multiple Payments

SACC *Manual* clause [H1001C](#) (2008-05-12) Multiple Payments

6.8 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 applicable address identified in Annex "A" for certification and payment.
 - b) One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities".

6.9 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirements

6.10 SACC *Manual* Clauses

SACC *Manual* clause [B7500C](#) (2006-06-16) Excess Goods



ANNEX "A"
STATEMENT OF REQUIREMENT INCLUDING DRAWINGS

REQUIREMENT:

The Royal Canadian Mounted Police (RCMP), Ottawa and Regina, has a requirement for the provision of all labour and materials to manufacture, supply and deliver as-and-when requested quantities of thirteen (13) custom designed mounts for use on the General Duty (GD) Carbine platform, 300 Blackout platform and the 40 mm launcher platform.

SPECIFICATIONS:

Specifications of the 13 custom designed mounts are as follows:

1. 40 mm light mount MMR 77004532;
2. UE07 Light mount assembly MMR 77005180 and MMR 77005181;
3. Light mount C-8 M-LOK – Rev 2 MMR 77005172;
4. C-8 Adapter – Rev 2 MMR 77004000;
5. Muzzle Protector 40mm MMR 77004534;
6. Muzzle Protector 40mm Lock MMR 77004850;
7. Stock/Rail 20 MOA Adapter 40mm MMR 77004533;
8. 870T2 Mount - Rev 2 MMR 77004531;
9. Muzzle Brake bushing 8-32 Lock MMR 77004521;
10. 300T2 Aimpoint Mount - Rev 2 MMR 77004530;
11. T2 Riser Mount MMR 77005354;
12. Huxwrx Muzzle Brake Bushing MMR 77005350 and
13. Huxwrx Simunition Suppressor MMR 77005353.

DELIVERY:

- (a) Royal Canadian Mounted Police
Armourer Section
5600 11th Ave
Regina, Saskatchewan, S4P 3J7
- (b) Royal Canadian Mounted Police
TPOF Armoury Building 408
73 Leikin Drive
Ottawa, Ontario, K1A 0R2

DRAWINGS:

Refer to Appendix to Annex "A".



Appendix 1 to Annex "A" – Technical Drawings

1. 40 mm light mount: Attached;
2. UE07 Light mount assembly: Attached;
3. Light mount C-8 M-LOK – Rev 2: Attached;
4. C-8 Adapter – Rev 2: Attached;
5. Muzzle Protector 40mm: Attached;
6. Muzzle Protector 40mm Lock: Attached;
7. Stock/Rail 20 MOA Adapter 40mm: Attached;
8. 870T2 Mount - Rev 2: Attached;
9. Muzzle Brake bushing 8-32 Lock: Attached;
10. 300T2 Aimpoint Mount - Rev 2: Attached;
11. T2 Riser Mount; Attached;
12. Huxwrx Muzzle Brake Bushing; Attached and
13. Huxwrx Simunition Suppressor; Attached.



ANNEX "B"
BASIS OF PAYMENT

The Offeror offers to supply the items listed below at the firm unit prices, Incoterms 2010 Delivered Duty Paid (DDP) to Ottawa and Regina, transportation costs and unloading at destination included. Applicable taxes excluded.

The table below must be fully completed to be considered compliant; a price must be inserted for each item for all periods.

Item	Description	Currency	Year 1	Year 2	Year 3	Year 4	Year 5
			Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price
1	40 mm light mount MMR 77004532		\$	\$	\$	\$	\$
2	UE07 Light mount assembly MMR 77005180 and MMR 77005181		\$	\$	\$	\$	\$
3	Light mount C-8 M-LOK - Rev 2 MMR 77005172		\$	\$	\$	\$	\$
4	C-8 Adapter - Rev 2 MMR 77004000		\$	\$	\$	\$	\$
5	Muzzle Protector 40mm MMR 77004534		\$	\$	\$	\$	\$
6	Muzzle Protector 40mm Lock MMR 77004850		\$	\$	\$	\$	\$
7	Stock/Rail 20 MOA Adapter 40mm MMR 77004533		\$	\$	\$	\$	\$
8	870T2 Mount - Rev 2 MMR 77004531		\$	\$	\$	\$	\$
9	90T Muzzle Brake bushing 8-32 Lock MMR 77004521		\$	\$	\$	\$	\$
10	300T2 Aimpoint Mount - Rev 2 MMR 77004530		\$	\$	\$	\$	\$
11	T2 Riser Mount MMR 77005354		\$	\$	\$	\$	\$
12	Huxwrx Muzzle Brake Bushing MMR 77005350		\$	\$	\$	\$	\$
13	Huxwrx Simunition Suppressor MMR 77005353		\$	\$	\$	\$	\$



ANNEX "C"
VOLUMETRIC DATA

The volumetric data is provided to Offerors to assist them in preparing their offer. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future usage of the items identified in this solicitation will be consistent with this data. It is provided purely for information purposes.

Item	Description	Anticipated Estimated Total Quantity over the duration of entire SO
1	40 mm light mount MMR 77004532	1000
2	UE07 Light mount assembly MMR 77005180 and MMR 77005181	1000
3	Light mount C-8 M-LOK - Rev 2 MMR 77005172	1000
4	C-8 Adapter - Rev 2 MMR 77004000	1000
5	Muzzle Protector 40mm MMR 77004534	1000
6	Muzzle Protector 40mm Lock MMR 77004850	1000
7	Stock/Rail 20 MOA Adapter 40mm MMR 77004533	900
8	870T2 Mount - Rev 2 MMR 77004531	300
9	90T Muzzle Brake bushing 8-32 Lock MMR 77004521	100
10	300T2 Aimpoint Mount - Rev 2 MMR 77004530	500
11	T2 Riser Mount MMR 77005354	50
12	Huxwrx Muzzle Brake Bushing MMR 77005350	50
13	Huxwrx Simunition Suppressor MMR 77005353	50



**ANNEX "D"
STANDING OFFER QUARTERLY USAGE REPORT**

Standing Offer Number: _____ (to be inserted at issuance of Standing Offer)

Reporting Period (Start Date to End Date): _____

Order Date	Call-Up #	Description of Item	Quantity	Total Billing (including taxes)
TOTAL				

NIL Report: We have not done any business with the RCMP for this period _____

Name: _____

Signature: _____

Date: _____

Telephone: _____