

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
Saint John  
New Brunswick  
E2L 2B9**

## Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works Government Services Canada- Bid  
Receiving / Réception des soumissions  
189 Prince William Street  
Room 405  
Saint John  
New Bruns  
E2L 2B9

<b>Title - Sujet</b> Dorchester, Steel Interlock	
<b>Solicitation No. - N° de l'invitation</b> 21C21-150004/A	<b>Date</b> 2014-10-14
<b>Client Reference No. - N° de référence du client</b> 21C21-150004	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWB-007-3485
<b>File No. - N° de dossier</b> PWB-4-37078 (007)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-11-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ellis-Herring , Alison PWB	<b>Buyer Id - Id de l'acheteur</b> pwb007
<b>Telephone No. - N° de téléphone</b> (506)636-3908 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA CORCAN Dorchester Penitentiary 4902 Main Street Dorchester New Brunswick E4K 2Y9 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° 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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## ***STANDING OFFER – STEEL INTERLOCKS, DORCHESTER, N.B.***

### **PART 1 - GENERAL INFORMATION**

#### **1. Introduction**

The Request for Standing Offers (RFSO) is divided into seven 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, if applicable, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided;  |
| Part 6 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:  |
|        | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;   |
|        | 7B, 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:

Annex A – Requirement  
 Annex B – Basis of Payment  
 Annex C - Complete List of names of all individuals who are currently directors of the Offeror

#### **2. Summary**

Requirement for the establishment of a Regional Individual Standing Offer for the supply and delivery of Steel Interlocks for Correctional Services Canada (CORCAN) in Dorchester, New Brunswick for the period from January 1, 2015 to December 31, 2015 with the option to renew for up to two (2) additional 1 year periods.

The requirement is subject to the provision of the North American Free Trade Organization Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

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### **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..

## **PART 2 - OFFEROR INSTRUCTIONS**

### **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>) issued by Public Works and Government Services Canada.

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 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### **2. Submission of Offers**

Offers 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 Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by **electronic mail** to PWGSC will **not be accepted**.

### **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **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 New Brunswick.

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.

**PART 3 - OFFER PREPARATION INSTRUCTIONS****1. Offer Preparation Instructions**

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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) 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: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The offeror is not obliged to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

**Section II: Certifications**

Offerors must submit the certifications required under Part 5.



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## **PART 4 . EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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.

### **1. Financial Evaluation**

<b>SACC REFERENCE</b>	<b>SECTION</b>	<b>DATE</b>
M0220T	Evaluation of Price	2013/04/25
.		

### **2. Basis of Selection**

#### **2.1 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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## **PART 5 - CERTIFICATIONS**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **1. Certifications Required Precedent to Issuance of Standing Offer**

#### **1.1 Integrity Provisions – Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 "Integrity Provisions – Offer of Standard Instructions 2006). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada Labour's website

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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A STANDING OFFER**

#### **1. Offer**

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

#### **2. Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **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>) issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2005 (2014-06-25) General Conditions - Standing Offers - Goods or Services apply to and form part of this Standing Offer.

#### **4. Term of Standing Offer**

##### **4.1 Period of Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from January 1, 2015 to December 31, 2015.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to four additional one year periods, from January 1, 2016 to December 31, 2016 and from January 1, 2017 to December 31, 2017 under the same conditions and at the rates or process specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 1 day before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Alison Ellis-Herring  
Supply Specialist, Acquisitions Branch  
Public Works and Government Services Canada  
189 Prince William Street, Room 405

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Saint John, N.B.  
E2L 2B9

Telephone: (506) 636-3908  
Facsimile: (506) 636-4376  
E-mail address: [alison.ellis-herring@pwgsc.gc.ca](mailto:alison.ellis-herring@pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 5.2

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department of agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Offeror's Representative (to be completed and submitted with the Offeror)

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_

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

## 6. Identified Users

The Identified User authority to make call-ups against the Standing Offer is: Correctional Services of Canada (CORCAN) in New Brunswick.

## 7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, *Call-up Against a Standing Offer*, facsimile or electronic version.

## 8. Limitation of Call-ups

Individual call-ups against this Standing Offer must not exceed \$19,775.00 (Applicable Taxes included).

**9. Financial Limitation**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the total sum of \$17,500.00 (Harmonized Sales Tax extra) for the period of January 1, 2015 to December 31, 2015 unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

**10. Priority of Documents**

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

1. the call up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. the General Conditions 2005 (2014-06-26), General Conditions -Standing Offers - Goods or Services;
4. the General Conditions 2010A (2014-06-26), General Conditions - Higher Complexity - Services
5. Annex "A" - Requirement;
6. Annex "B" - Basis of Payment;
7. the Offeror's offer dated \_\_\_\_\_

**11. Certifications****11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer..

**12. 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 New Brunswick.

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## **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.

### **1. Requirement**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010A (2014-06-26), General Conditions – Goods (Medium Complexity), apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts of 2010A (2014-06-26) will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Delivery Date**

Delivery of all items must be made in staggered amounts of 1,000 four weeks from receipt of a call-up against the Standing Offer or must be made for the full amount within six weeks from receipt of a call-up against Standing Offer.

### **4. Payment**

#### **4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B, Basis of Payment. Customs duties are excluded and Applicable Taxes are extra.

#### **4.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16).

#### **4.3 Multiple Payments**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
H1001C	Multiple Payments	2008/05/12

#### **4.4 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
C2000C	Taxes – Foreign-based Contractors	2007/11/30

### **5. Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_

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**OR**

**The following credit cards are accepted:** \_\_\_\_\_ **and** \_\_\_\_\_

**6. Invoicing Instructions**

.1 The Contractor must submit invoices in accordance with the 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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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## ANNEX A

### REQUIREMENT

Requesting a Regional Individual Standing Offer for the supply and delivery of steel interlocks on an "as and when requested" basis for Correctional Services Canada (CORCAN) in Dorchester, New Brunswick for the period from January 1, 2015 to December 31, 2015 with the option to renew for up to two additional 1 year periods.

**Delivery of items must be made in staggered amounts of 1,000 starting 4 weeks from receipt of call-up against the Standing Offer or must be made for the full amount within 6 weeks from receipt of call-up against the Standing Offer.**

#### MANDATORY REQUIREMENTS:

At the date of bid closing, bids MUST meet the mandatory requirements specified below. To demonstrate that all requirements of the technical specifications are respected bidder's MUST respond with complete specifications and/or descriptive literature of the equipment being offered.

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this 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.

Any proposal which fails to meet all mandatory requirements will be deemed non-responsive

Technical Specifications	Comply <u>Yes</u> or <u>No</u>	Additional Comments Please Specify Equivalent Products if applicable
<b>Item 1.</b> Steel interlocks in accordance with the technical specifications on drawing no. MC-17606		



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## ANNEX B

### Basis of Payment

Item No.	Description	Unit of Issue	Annual Estimated Quantity	Unit Price* January 1, 2015 to December 31, 2015	Unit Price* Option Year 1 January 1, 2016 to December 31, 2016	Unit Price* Option Year 2 January 1, 2017 to December 31, 2017
1	<b>Steel interlock as per Drawing no. MC-17606</b>	Each	5,000	\$_____	\$_____	\$_____

**\*Unit Prices MUST include delivery charges to Correctional Services Canada  
(CORCAN) Dorchester Penitentiary, 4902 Main Street, Dorchester, NB, E4K 2Y9**

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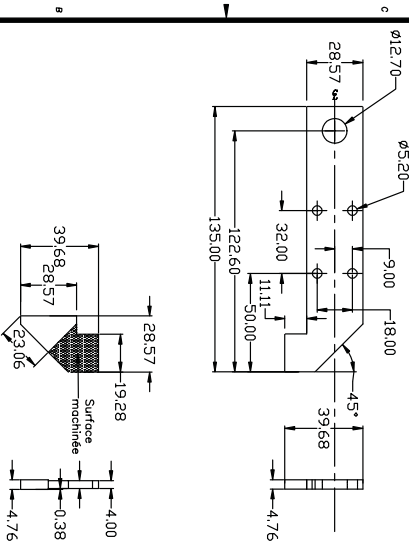
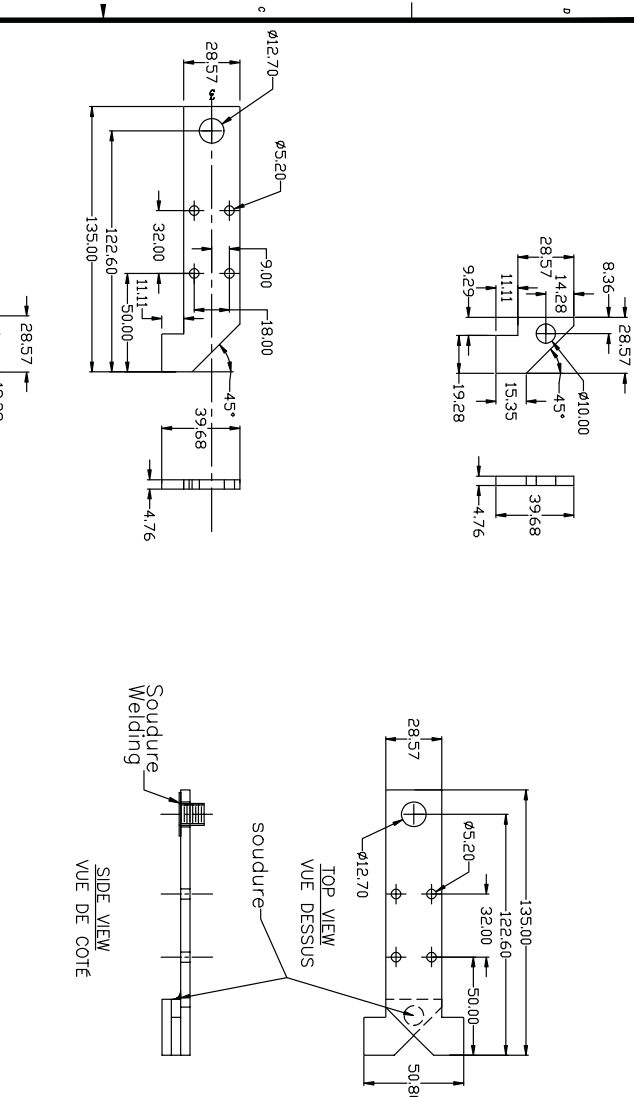
## **ANNEX C**

### **COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS**

#### ***NOTE TO OFFERORS***

***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

REVISIONS					
REV	ZONE	ENGINEERING CHANGE ORDERS DIRECTIVES DE CHANGEMENT	APPROVED VERIFIÉ	CHECKED VÉRIFIÉ	DRAWN DRESSIN
E		ECO #06-589		R. L	S. Coutu
					14/12/06



NOTE : Matériel utilisée plaque d'acier laminé à froid de 3/16" épais,  
Use material C.R. steel plate 3/16" thick.  
Fillet et arrondis = R .025"  
Breaking corner = R 0.25".

<p>THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF THE COMPANY AND SHALL NOT BE REPRODUCED, COPIED OR USED AS THE BASIS FOR ANY OTHER DESIGN OR PRODUCT. ANY VIOLATION OF THIS PERMISSION OF USE WILL BE CONSIDERED A BREACH OF THE COMPANY'S POLICY.</p>		<p>CESS DESSINS ET SPECIFICATIONS SONT LES PROPRIÉTÉS DE LA SOCIÉTÉ ET NE DOIVENT ÊTRE REPRODUITS, COPIÉS NI UTILISÉS POUR LA CONCEPTION D'UN AUTRE PRODUIT. TOUTE VIOLATION DE CETTE PERMISSION D'UTILISATION SERA CONSIDÉRÉE COMME UNE VIOLATION DE LA POLITIQUE DE LA SOCIÉTÉ.</p>	
<p>COMMON DRAWING / DESSIN COMMUN</p>		<p>USED ON ASSY/UTILISÉ SUR ASSGE</p>	
DRAWING LIST NO.	DWG. NO.	DRAWING NO.	
1	1	1	
<p>OPTION NO.</p>		<p>UNIT STANDARD</p>	
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QTY./OTE.	ITEM	PART LIST/NOMENCLATURE DES PIÉCES	UNIT	STANDARD
4	3	5305M506A SO. SK. HD. # 8 X 1"		
AR 2	5310F503C	T-NUT 3/8-16NC SPA-E-NAUR #2262 OU EQUIVALENT		
AR 1	5340C608A	INTERLOCK MODEL "A"		
TITLE/TITRE				
INTERLOCK MODEL "A"				
E-PM & E-PW & E-PS				
INTERLOCK MODEL "A"				
E-PM & E-PW & E-PS				
DRAWN/DESSINÉ				
14/12/06				
APPROVED/APProuvé				
14/12/06				
DATE				
14/12/06				
DRAWING NO./NO. DESSIN				
MC-17606				
PRODUCTION RELEASE				
14/12/06				
PRODUCTION RELEASE				
14/12/06				

NOTES:  
SYMBOLE DE REF.