



Solicitation No. - N° de l'invitation

21C21-160002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct014

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

21C21-160002

File No. - N° du dossier

MCT-5-38051

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## **PART 1 - GENERAL INFORMATION**

### **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: includes the certifications to be provided; and   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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:

- Annex A – Requirement
- Annex B – Basis of Payment
- Annex C – Security Provisions
- Annex D – Complete list of each individual who are currently directors and/or owners of the Offeror

### **1.2 Summary**

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of “Steel Tubing” to be ordered on an as and when requested basis by Correctional Services Canada, CORCAN, Dorchester Penitentiary located in Dorchester, New Brunswick.

The period of the Standing Offer is from January 1, 2016 to December 31, 2016 with the option to extend for up to two additional one year periods.

Prices to be entered in the proposed Basis of Payment at Annex “B” attached. Freight must be included in the price of the material.

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

### 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.

## 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.

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](#) (2015/07/03) 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: 120 days

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

### 2.2 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 (email) to PWGSC will not be accepted.**

### 2.3 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 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 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**

### **3.1. Offer Preparation Instructions**

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

Section I: Technical Offer (2 copies)  
Section II: Financial Offer (1 copy)  
Section III: Certifications (1 copy)

Prices must appear in the financial offer only. No prices must 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 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) (<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: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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## 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 must be shown separately.

### 3.1.1 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 obligated to accept payment by credit card.

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

### 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.

## 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 Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

(Mandatory Technical Criteria as specified in Annex "A")



#### **4.1.2 Financial Evaluation**

SACC Manual Clause [M0220T](#) (2013/04/25), Evaluation of Price

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection – Mandatory Technical Criteria Only**

SACC Manual Clause M0031T (2007/05/25)

### **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. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor 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 Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

##### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to the 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.

##### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror (See Annex "D").

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

## 5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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

#### 6.1 Offer

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

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to this 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.

##### 6.3.1 General Conditions

[2005](#) (2015/07/03) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

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## **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 January 1, 2016 to December 31, 2016.

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 periods of one year each under the same conditions and at the rates or prices 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 ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Charline MacDonald  
Title: Acting Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1

Telephone: (506) 851-6067  
Facsimile: (506) 851-6759  
E-mail address: Charline.MacDonald@pwgsc-tpsgc.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.

### **6.5.2 Project Authority**

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 or 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.

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### 6.5.3 Offeror's Representative (Offeror please complete)

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

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

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

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

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Services Canada  
CORCAN  
Dorchester Penitentiary  
Dorchester, New Brunswick

### 6.7 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, or an electronic version

### 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15,000.00 (Applicable Taxes included).

### 6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$42,300.00 (Applicable Taxes excluded) 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 2 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.

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## 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](#) (2015/07/03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2015/07/03), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Provisions; and
- h) the Offeror's offer dated \_\_\_\_\_.

## 6.11 Certifications

### 6.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 of 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 additional 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.

## 6.12 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.

## 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 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](#) (2015/07/03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of [2010A](#) (2015/07/03), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### 6.3 Term of Contract

#### 6.3.1 Delivery Date

Delivery must be made within 20 working days from receipt of a call-up against the Standing Offer.

### 6.4 Payment

#### 6.4.1 Basis of Payment

##### **Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

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 Annex B, Basis of Payment. Customs duties 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.

#### 6.4.2 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

#### 6.4.3 Price Adjustment – Metals

1. The prices detailed in the Standing Offer are subject to upward or downward adjustment, according to changes at time of delivery to allow for:
  - (a) Changes due to price adjustment in metal products that are a direct result of increased or decreased current base price imposed by the applicable metals commodity market. A copy of the Contractor's notification of base price increase or decrease from the metal producer must be provided to the Standing Offer Authority; and/or
  - (b) Imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any metal product, authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.
2. The Standing Offer price will be amended to reflect the actual increase or decrease at time of delivery. The Contractor must not invoice at prices other than those specified in the Standing Offer.

#### 6.4.4 Method of Payment

SACC Reference	Section	Date
H1001C	Multiple Payments	2008/05/12

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#### 6.4.5 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007/11/30

#### 6.4.6 Payment by Credit Card

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

**OR**

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

#### 6.5 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:

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

#### 6.6 SACC Manual Clauses

SACC Reference	Section	Date
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

#### 6.7 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Correctional Services Canada, CORCAN, Dorchester, New Brunswick  
Incoterms 2000 for shipments from a commercial contractor.

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## ANNEX "A" - REQUIREMENT

**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.**

### **Specifications/Mandatory Requirements for Steel Tubing:**

Delivery is FOB Destination. Freight costs must be included in the price of the material (not as a separate charge on the invoice). The product will be ordered "on an as and when requested basis."

Delivery MUST be made within twenty (20) working days after receipt of order.

Round steel, H.R.E.W. tube, A-513 pickled in oil, at 1" od X .065" X 20' R/L. Quenched in oil with parameters at the following ( minimum - 52,000 tensile strength), and (minimum 42,000 yield strength) and (minimum 18. Per-cent Elongation).

Bundles tied together should be no more than 169 pieces (20 ft per piece) maximum because of weight issue with our equipment.

No imperfections, rust free, and lightly oiled and wrapped in plastic for shipping. These requirements are needed for the manufacturing process. With attention given to no imperfections and the above parameters staying consistent. Mill test spec report requested. If mill test spec reports are not available because of copyright infringement, we will require a sample of 5 ft so we can test in our tube bender. If the tube does not crack, break or split open when it is bent in our tube bender, then it will pass the evaluation criteria.



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## ANNEX "B" - BASIS OF PAYMENT

### Pricing for the period from January 1, 2016 to December 31, 2016

Description	Quantity	Unit of Issue	Unit Price*	Extended Price
H,R,E,W, tube, A-513 pickled in oil, at 1" od X .065" X 20' R/L	70,500 ft	Per ft		
Subtotal				
HST 13%				
Total				

\* Freight costs must be included in the price of the material

### For the option period from January 1, 2017 to December 31, 2017

Description	Quantity	Unit of Issue	Unit Price*	Extended Price
H,R,E,W, tube, A-513 pickled in oil, at 1" od X .065" X 20' R/L	70,500 ft	Per ft		
Subtotal				
HST 13%				
Total				

\*Freight costs must be included in the price of the material

### For the option period from January 1, 2018 to December 31, 2018

Description	Quantity	Unit of Issue	Unit Price*	Extended Price
H,R,E,W, tube, A-513 pickled in oil, at 1" od X .065" X 20' R/L	70,500 ft	Per ft		
Subtotal				
HST 13%				
Total				

\* Freight costs must be included in the price of the material

**NOTE TO BIDDERS:** The quantities are estimates ONLY and will be used for evaluation purposes ONLY.

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### ANNEX "C" - SECURITY PROVISIONS

NIL security screening required as there is not access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution as and where required by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of the institutional operations is not compromised.

Contractor personnel shall submit to a local verification of identity/information through an authorized use of the Canadian Police Information Centre (CPIC) and must adhere to institutional requirements for the conduct of the searches by Correctional Service Canada, prior to admittance to the requisite institution.

Correctional Services Canada reserves the right to deny access to any institution of any Contractor personnel at any time.

Should you require any further clarification, please do not hesitate to contact:

Name: ***(Will be provided when Standing Offer is issued)***

Phone Number: ***(Will be provided when Standing Offer is issued)***

Buyer ID - Id de l'acheteur  
mct014  
CCC No./N° CCC - FMS No./N° VME

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