



OFFICE OF THE
INFORMATION & PRIVACY
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Order F13-17

CITY OF VICTORIA

Ross Alexander
Adjudicator

August 21, 2013

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Summary: The applicant requested information from proposals that various companies had submitted in response to an RFP issued by the City for a construction project. The City disclosed some of the information but withheld other portions, stating that disclosure would be harmful to the business interests of several third parties. The adjudicator ordered the City to disclose some of the disputed information, while requiring it to refuse to disclose other information.

Statutes Considered: *Freedom of Information and Protection of Privacy Act*, s. 21.

Authorities Considered: **B.C.:** Order 03-02, [2003] B.C.I.P.C.D. No. 2; Order 03-15, [2003] B.C.I.P.C.D. No. 15; Order F12-13, [2012] B.C.I.P.C.D. No. 18; Order 03-33, [2003] B.C.I.P.C.D. No. 33; Order F09-22, B.C.I.P.C.D. No. 28; Order F11-14, [2011] B.C.I.P.C.D. No. 19; Order F13-02, [2013] B.C.I.P.C.D. No. 2; Order F11-08, [2011] B.C.I.P.C.D. No. 10; Order 01-39 [2001] B.C.I.P.C.D. No. 40; Order 02-50, [2002] B.C.I.P.C.D. No. 51; Order 04-06, [2004] B.C.I.P.C.D. No. 6; Order 00-22, [2000] B.C.I.P.C.D. No. 25; Order No. 220-1998, [1998] B.C.I.P.C.D. No. 13.
Ont.: Order PO-2618, [2007] O.I.P.C. No. 171; Order M-904, [1997] O.I.P.C. No. 50.

Cases Considered: *Merck Frosst Canada Ltd. v. Canada (Health)*, 2012 SCC 3; *Timiskaming Indian Band v. Canada (Minister of Indian and Northern Affairs)* (1997), 148 DLR (4th) 356 (FCTD); *Lavigne v. Canada (Office of the Commissioner of Official Languages)*, [2002] 2 S.C.R. 773; *Société Gamma Inc. v. Canada (Secretary of State)* (1994), 79 F.T.R. 42.

INTRODUCTION

[1] This inquiry is about information that several companies provided to the City of Victoria (“City”) in response to a request for proposals (“RFP”) for construction management services, as well as a summary overview of those proposals. The applicant is the principal of one of the eight proponent companies, and he wants the proposal information that was submitted by the other seven companies (“third parties”).

[2] The City disclosed portions of the third parties’ proposals (“proposals”), but withheld other information under section 21 (disclosure harmful to business interests of a third party) and s. 22 (disclosure harmful to personal privacy) of the *Freedom of Information and Protection of Privacy Act* (“FIPPA”). The applicant requested that the Office of the Information and Privacy Commissioner (“OIPC”) review the City’s decision to withhold this information.

[3] The City subsequently provided the applicant with additional information, and the applicant accepted that the City properly applied s. 22 to certain parts of the records. However, the applicant did not agree about whether s. 21 applied to some of the other information, so this matter proceeded to inquiry. In addition to the City and the applicant, the OIPC invited the third parties to participate in the inquiry.

[4] The applicant and the City provided initial and reply submissions in the inquiry, as did third party Durwest Construction Management (“Durwest”). Unitech Construction Management Ltd. (“Unitech”), another third party, provided initial submissions only. The other third parties did not participate in the inquiry.

ISSUE

[5] The issue in this inquiry is whether s. 21(1) of FIPPA requires the City to refuse to disclose the disputed information in the records.

DISCUSSION

[6] **Background**—The City issued an RFP for construction management services. The RFP was for a fixed price contract relating solely to the construction management services portion of a construction project. Eight companies submitted proposals to the City in response to the RFP. The applicant is the principal of one of the unsuccessful proponent companies.

[7] **Records in Dispute**—The information in dispute consists of the proposed financial terms for the project contained in the proposals, as well as a one page summary the City prepared to evaluate the proposals (“summary”).¹

[8] More specifically, the financial information in the proposals that was withheld relates to:

- a. the fixed fee bids for providing construction management services, including the fixed fees for the pre-construction, construction and post-construction periods that are added together for the fixed fee bid, as well as descriptions of what services are included in and excluded from the fixed fee;²
- b. charge out rates (*i.e.*, unit rates, and hourly, weekly and monthly rates charged for products and services);³
- c. how the fixed fee is calculated (“fee breakdown information”);⁴ and;
- d. the City’s estimated total cost of the construction project.⁵

[9] With respect to the summary, the City has disclosed portions of it to the applicant.⁶ The remaining portions of the summary include:

- a. the fixed fee bid of each proponent;
- b. the City’s calculation of what percentage each proponent’s fixed fee bid is of the City’s estimated total cost of the construction project (“fixed fee percentage”);

¹ The applicant’s original request included a request for the entirety of the proposals, but the applicant no longer seeks the non-financial information. The applicant now seeks the financial information for the RFP and records relating to the City’s evaluation of the proposals. However, the applicant’s request for the City’s evaluation records was not in his initial request to the City, the OIPC Notice of Inquiry or Investigator’s Fact Report (except for the summary). As a result, there are no City evaluation materials before me other than the summary. I will therefore consider the summary, but no other evaluation materials (if any exist). This order, for clarity, does not prevent the applicant from making a future request to the City for evaluation materials.

² Pages 9, 56 to 65, 108, 109, 205, 243, 245, 340, 278, 379, 380, 382.

³ Pages 9, 56, 65, 109, 206, 243, 245, 341, 379, 380, 384.

⁴ This includes written and quantitative explanations of how the fixed fee was calculated. Pages 242, 379, 380, 382.

⁵ Pages 242 and 340. This withheld information is found in two of the proposals.

⁶ The City has disclosed all of the information about the applicant’s company, the names of the third parties, the headings of the information in the summary, and a dollar amount in a category titled “total” for each proponent. The total amount is different than the fixed fee for most of the proponents.

- c. each proponent's estimate of the time it will take them to complete the construction project ("time estimate");
- d. additional cost figures that the City has added to the fixed fee for some of the proposals representing certain labour costs using the related charge out rates ("excluded labour costs"); and
- e. evaluative written comments for some of the proposals.

[10] **Harm to Third-Party Business Interests**—Section 21 of FIPPA provides in part:

- 21(1) The head of a public body must refuse to disclose to an applicant information
- (a) that would reveal
 - ...
 - (ii) commercial, financial, labour relations, scientific or technical information of or about a third party,
 - (b) that is supplied, implicitly or explicitly, in confidence, and
 - (c) the disclosure of which could reasonably be expected to
 - (i) harm significantly the competitive position or interfere significantly with the negotiating position of the third party,
 - (ii) result in similar information no longer being supplied to the public body when it is in the public interest that similar information continue to be supplied,
- ...

[11] Numerous orders have considered the application of s. 21(1), and the principles for its application are well established.⁷ The first part of the test requires the information to be a trade secret of a third party, or the commercial, financial, labour relations, scientific or technical information of, or about, a third party. The second part of the test requires the information to have been supplied to the public body in confidence. The third part of the test requires that disclosure of the information could reasonably be expected to cause significant harm to the third party's competitive position, result in similar information no longer being supplied to the public body, or other types of harm as set out in s. 21(1)(c).⁸

⁷ See for example, Order 03-02, [2003] B.C.I.P.C.D. No. 2 and Order 03-15, [2003] B.C.I.P.C.D. No. 15.

⁸ Order F12-13, [2012] B.C.I.P.C.D. No. 18.

[12] The City acknowledges that it bears the burden of proof in this inquiry under s. 57(1) of FIPPA.

Section 21(1)(a) – Type of information

[13] Section 21(1)(a) applies to financial, commercial and other types of specified information. The disputed information in this inquiry consists of financial information, except for the time estimates. Further, all of the disputed information, including the time estimates, is the commercial information of the third parties because it relates to terms and conditions for buying or selling goods or services.⁹ Therefore, I find that s. 21(1)(a) applies to all of the information.

Section 21(1)(b) – Supplied, implicitly or explicitly, in confidence

[14] The second part of the test requires consideration of whether the information was “supplied”, either implicitly or explicitly, “in confidence”. This is a two-part analysis. The first step is to determine whether the information was “supplied” to the City. The second step is to determine whether the third parties supplied the information “in confidence”.

“Supplied”

[15] Previous orders, such as Order 03-33¹⁰ and Order F09-22,¹¹ have concluded that RFP proposals are generally “supplied” within the meaning of s. 21(1)(b) of FIPPA.¹² With a minor exception noted below, the third parties supplied the information in the proposals in this case. The exception is that the estimated total cost of the construction project, which is the budget cost supplied by the City in the RFP, is restated in two of the proposals. This information was supplied by the City, not a third party, so the City cannot withhold it under s. 21.

[16] With respect to the summary, the fact that the City drafted this document does not mean that this information was not supplied within the meaning s. 21(1)(b). The Supreme Court of Canada has held that whether information is supplied by a third party is a question of fact, and the fact that a document originates from a government official does not necessarily mean that the information in the document was not supplied by a third party.¹³ In this case, most of the withheld summary information was supplied to the City because the information was derived from information supplied by the third parties. The

⁹ See, for example, Order F11-14, [2011] B.C.I.P.C.D. No. 19, at para. 64, and Order 00-22, [2000] B.C.I.P.C.D. No. 25, upheld on judicial review.

¹⁰ [2003] B.C.I.P.C.D. No. 33.

¹¹ [2009] B.C.I.P.C.D. No. 28.

¹² RFP proposals differ from contracts between contractors and public bodies, which are often considered to be negotiated rather than supplied: see Order F11-14, [2011] B.C.I.P.C.D. No. 19.

¹³ *Merck Frosst Canada Ltd. v. Canada (Health)*, 2012 SCC 3, at paras. 157 and 158; Also see Order F13-02, [2013] B.C.I.P.C.D. No. 2, at para. 17.

exception to this is the evaluative written comments in the summary because these are the City's comments, which were not provided by third parties.

[17] In conclusion, all of the disputed information was supplied to the City within the meaning of s. 21(1)(b), except for the City's estimated total cost of the construction project and the evaluative written comments.

“In Confidence”

[18] Numerous orders have dealt with the issue of whether information was supplied, implicitly or explicitly, in confidence.¹⁴ The test is objective, and the question is one of fact.¹⁵

[19] In Order 03-02, former Commissioner Loukidelis stated:

...a confidentiality clause can greatly assist the determination of whether the parties to a contract intend information related to it to be confidential...Public bodies should also address their confidentiality intentions in records that govern tenders, requests for proposal and other procurement processes. Similarly, where third parties voluntarily supply information to a public body, they ideally should do so knowing the public body's confidentiality practices.¹⁶

[20] The RFP has a confidentiality clause that states, “[t]he contents of all proposals will be subject to public disclosure *except* any part of a proposal that would reveal a proponent's financial information...”¹⁷ The City's evidence supplements this provision. The Manager of Supply Management Services for the City (“Manager”) deposed that the City treats sensitive financial information of the proponents (such as unit pricing, etc.) as confidential, and that the City does not disclose this information.¹⁸

[21] The applicant agrees that portions of the proposals are confidential and should be kept so, but disagrees that the financial information is confidential.¹⁹ Durwest opposes the release of any information in its proposal. Unitech opposes

¹⁴ See, for example, Order F13-02, [2013] B.C.I.P.C.D. No. 2.

¹⁵ Order F11-08, [2011] B.C.I.P.C.D. No. 10, at para. 24 citing Order 01-39, [2001] B.C.I.P.C.D. No. 40 citing *Re Maislin Industries Ltd. and Minister for Industry* (1984), 10 DLR (4th) 417 (FCTD); see also *Timiskaming Indian Band v. Canada (Minister of Indian and Northern Affairs)* (1997), 148 DLR (4th) 356 (FCTD).

¹⁶ [2003] B.C.I.P.C.D. No. 2, at para. 62.

¹⁷ RFP at section 5.2.

¹⁸ Manager's affidavit at para. 15.

¹⁹ Applicant's initial submissions.

the release of its non-financial information, submitting that there is proprietary information in its proposal. All of these submissions are consistent with an expectation that the proposals were submitted in confidence.

[22] Based on the above factors, I find that the financial information in the proposals and the related summary information were supplied in confidence. This is all of the disputed information, except for the time estimates.

[23] I am not satisfied that time estimates were communicated to the City confidentially because the RFP confidentiality clause states that non-financial information is subject to public disclosure, and there is no evidence that the City would treat the proponents' non-financial information as confidential.²⁰

[24] In conclusion, I find that the disputed information was supplied in confidence within the meaning of s. 21(1)(b), except for the City's estimated total cost of the construction project, written comments and time estimates. The s. 21(1)(b) requirement was not met for the City's estimated total cost of the construction project and written comments because this information was not supplied by a third party. The s. 21(1)(b) requirement was not met for the time estimates because this information was not supplied explicitly or implicitly in confidence. The City is therefore not required to refuse to disclose the City's estimated total cost of the construction project, written comments and time estimates under s. 21.

Section 21(1)(c) – Reasonable expectation of harm from disclosure

[25] The City opposes disclosure of the disputed information under s. 21(1)(c)(i) of FIPPA because it says that disclosure would harm the third parties' competitive and negotiating positions in future RFP competitions. Durwest makes similar submissions with respect to its own proposal. The City also opposes disclosure under s. 21(1)(c)(ii) because it will cause proponents to stop supplying their financial and commercial information to the City.

[26] Order F12-13 summarizes the burden and standard of proof for s. 21 as follows:

...In order for the [the public body] to meet its burden of proof:

... there must be a confident and objective evidentiary basis for concluding that disclosure of the information could reasonably be expected to result in harm ... Referring to language used by the Supreme Court of Canada in an access to information case, I have said "there must be a clear and direct connection between disclosure of specific information and the harm that is alleged".

²⁰ Order F13-02, [2013] B.C.I.P.C.D. No. 2, at para. 18.

...On the one hand, there is no need to prove certainty of harm. On the other, it is not enough to rely on speculation. Returning always to the standard set out in FIPPA, the expectation of harm from disclosure must be based on reason.²¹

[27] The Manager deposes that the City does not disclose the proponents' sensitive financial information because it regularly issues requests for proposals, and knowledge of competitors' proposal information would give a proponent a significant, unfair advantage over its competitors in future RFP competitions. The City further submits that it has a highly competitive RFP process that requires proponents to outguess their competitors in order to offer the best value to the City, and that disclosure of the proposal information would inevitably result in harm to the third parties' competitive positions in future competitions.²²

[28] The applicant argues that releasing the third parties' financial information, including fee breakdown information and charge out rates, is not harmful. The applicant asserts that public bodies routinely release tender results when price is the only deciding factor, and that the disputed information must be released to ensure that there is a fair and transparent evaluation process, and to hold the City accountable.

[29] Unitech submits that it is willing to release the fee information from its proposal if all of the other third parties consent to the same disclosure. Unitech submits that it agrees to this because it believes disclosure is in the public interest, and it wants to promote competitive pricing on future projects. However, Unitech opposes disclosure of any information in its proposal other than its fee information.

[30] Durwest submits that it has refined its construction management proposal presentation materials over 28 years, and its entire business model has been developed around the construction management method of project delivery. It states that disclosure of any information that provides insight into how it formulates its construction management fee will significantly harm the company. It argues that disclosing the pricing information in this case would be particularly harmful compared to disclosure of proposal pricing information for other construction project work because the information here relates to the contractor's management fee, and the contractor's management fee is the discrete portion of the total construction project that most impacts the pricing for future project proposals.

²¹ [2012] B.C.I.P.C.D. No. 18, at para. 35 citing Order F07-15, [2007] B.C.I.P.C.D. No. 21, at para. 17 and para. 36. See also, Order 02-50, [2002] B.C.I.P.C.D. No. 51, at paras. 124-137 and *Lavigne v. Canada (Office of the Commissioner of Official Languages)*, [2002] 2 S.C.R. 773 at para. 58.

²² The City's, Unitech's, and Durwest's submissions were drafted with the expectation that the applicant was also seeking the non-financial information in the proposals, and all three parties opposed disclosure of this information.

Would disclosure of the proposal and summary information significantly harm the competitive position or interfere significantly with the negotiating position of the third parties?

[31] In Order 04-06, former Commissioner Loukidelis considered the issue of harm from disclosure of a successful RFP proposal, and a public body's evaluation of RFP proposals, stating:

[59] The issue of whether disclosure could reasonably be expected to result in harm under s. 21(1)(c) is fact-dependent and therefore usually case-specific...The particular content and detail of the contract cost information may affect whether disclosure could reasonably be expected to significantly harm competitive position, interfere significantly with negotiating position or result in undue financial loss or gain...²³

[32] Based on my review of the records, evidence and submissions, I am satisfied there is a reasonable expectation of significant harm to the third parties' competitive positions regarding the disclosure of some, but not all, of the disputed information.

Charge out rates, fee breakdowns and excluded labour costs

[33] Nearly all of the proposals contain hourly, weekly or monthly charge out rates for various personnel, and some of the proposals contain fee breakdown information. The summary also contains excluded labour costs for most third parties, which are calculations the City has made using the third parties' charge out rates.

[34] Orders in this and other jurisdictions have frequently held there to be a reasonable expectation of significant harm to third parties' competitive positions from disclosure of these kinds of hourly and unit prices.²⁴ Previous orders have also stated that "competitive value lies not only in the contract amounts, but also

²³ [2004] B.C.I.P.C.D. No. 6, at para. 59.

²⁴ Order 03-15, [2003] B.C.I.P.C.D. No. 15, regarding nursing services hourly rates; Order 00-22, [2000] B.C.I.P.C.D. No. 25, regarding hourly rates for health care services; Order No. 220-1998, [1998] B.C.I.P.C.D. No. 13, regarding hourly and daily rates of employees of a company contracting with the government; Order 03-33, [2003] B.C.I.P.C.D. No. 33, regarding the cost of internet credit card transaction charges; Ontario Order PO-2618, [2007] O.I.P.C. No. 171, regarding process management consulting services financial and pricing information; Ontario Order M-904, [1997] O.I.P.C. No. 50, regarding lawyer hourly rates; Ontario Order PO-3175, [2013] O.I.P.C. No. 56, regarding an RFP for the supply of legal services to several hospitals, which cites other Ontario orders in this issue. However this is not the result in all cases. See to the contrary, for example, Order 04-06, [2004] B.C.I.P.C.D. No. 6, wherein the successful proponents' hourly fee rate for computer consulting services was determined to not reasonably be expected to result in significant harm.

in breakdowns applied to those amounts”,²⁵ and that disclosure of a proposal itself can “...undermine [a proponent’s] current competitive advantage and diminish its chances of winning future contracts”.²⁶

[35] Having considered past orders, and based on the records and the parties’ submissions, I am satisfied that there could reasonably be expected to be significant harm from disclosure of the charge out rate information. The City regularly issues requests for proposals, the request for proposals processes are highly competitive, and competitors could use the hourly rates, unit pricing and pricing calculation methods to underbid the third parties on future projects. Further, and importantly, the charge out rates are structured differently in the third parties’ proposals, and revealing certain charge out pricing strategies could reasonably be expected to be harmful if disclosed to and copied by competitors. I reach this same conclusion for the excluded labour costs because charge out rates can be deduced from the excluded labour costs.

[36] Some of the third parties just provided their fixed fees, while others provided fee breakdown information containing explanations of how the fees were calculated. This fee breakdown information is analogous to charge out rates in that competitors could use this information to underbid the third parties on future projects. I am satisfied that the disclosure of the fee breakdown information could reasonably be expected to cause significant harm.

[37] In summary, based on the evidence, submissions and my review of the records, I am satisfied that disclosure of the third parties’ charge out rates, excluded labour costs and fee breakdown information could reasonably be expected to harm significantly the competitive position, or interfere significantly with the negotiating position, of the third parties.

Fixed fees and fixed fee percentage

[38] The City is also withholding the fixed fees from the proposals, and the fixed fees and fixed fee percentage from the summary.

[39] The City submits that disclosure of the financial information will undermine the competitiveness of the current RFP competition. However, the City does not explain how there could be resulting harm to the “current” – but now concluded – RFP competition.

²⁵ Order 03-15, [2003] B.C.I.P.C.D. No. 15, citing Order 00-22, [2000] B.C.I.P.C.D. No. 25.

²⁶ Order F09-22, [2009] B.C.I.P.C.D. No. 28.

[40] Durwest and the City each submit that disclosure of the financial information may be an indication of the third parties' proposal pricing for future projects, so there will be harm from disclosure. I find it to be too speculative to conclude that disclosure of the fixed fee amounts and the fixed fee percentages could reasonably be expected to provide the information to enable competitors to predict third parties' proposal pricing for future RFP competitions. The fixed fee amounts and the fixed fee percentages relate to the global bid amounts that proponents submitted for this specific project. This information does not state how the proponents determine what to bid on projects, and provides less detail about how proponents calculate management fees compared to the charge out rates and fee breakdown information. This information also enables the public to review the global fees submitted by the proponents for the project to enable the public to hold the City accountable for the use of public funds.

[41] Further, even if disclosing the fixed fees or fixed fee percentage would enable a competitor to determine a third party's proposal bid for a future project, it does not necessarily mean that the information will be withheld. As stated in Order 04-06, the mere heightening of competition does not by itself constitute a significant interference with contractual or other negotiations, and the stated purpose in FIPPA of making public bodies more accountable must be kept in sight when interpreting and applying s. 21(1).²⁷ I find that disclosure of the fixed fees and fixed fee percentage are, at most, a heightening of competition. I conclude that the burden of proof that disclosure could reasonably be expected to significantly harm the competitive position, or interfere significantly with the negotiating position, of the third parties for this information has not been met.²⁸

Comments, time estimates and estimated cost of construction

[42] It is not necessary for me to address s. 21(1)(c)(i) for the written comments, time estimates, or the City's estimated total cost of the construction project because of my finding that this information was not supplied in confidence within the meaning of s. 21(1)(b). However, I will do so for completeness.

[43] The City does not delineate why disclosing any of this information would cause the harm contemplated by s. 21 of FIPPA, and I can discern no apparent harm from disclosure. I find that disclosure of this information could not reasonably be expected to harm significantly the competitive position, or interfere significantly with the negotiating position, of the third parties.

²⁷ Order 04-06, [2004] B.C.I.P.C.D. No. 6, at para. 61 citing *Société Gamma Inc. v. Canada (Secretary of State)* (1994), 79 F.T.R. 42, at para. 60.

²⁸ There are also no factors in Unitech's submissions to persuade me that s. 21(1)(c) applies to this information.

Would disclosure of the proposal or summary information result in similar information no longer being supplied?

[44] The City submits that disclosure of the disputed information would result in similar information no longer being provided to the City, contrary to the City's best interest. The Manager deposes that:

...unless the proponents are confident that their sensitive financial and confidential commercial information will be kept confidential and used only to evaluate proposals, they will no longer supply this information to the City. Some proponents, especially the larger companies, may not respond to City RFPs rather than risk disclosure of sensitive financial or commercial information. Others, even if companies respond, may be reluctant to offer the detailed information at the RFP stage.

[45] I do not find this argument compelling. There is no evidence from any of the third parties, or other potential proponents, that they intend to stop bidding on, or intend to provide less information for, the City's future requests for proposals if the information from their proposals is disclosed. There is also no evidence that the disclosure of information in the past has resulted in information not being supplied to the City.

[46] Further, much of the City's argument for s. 21(1)(c)(ii) was premised on the disclosure of non-financial information in the proposals, which is no longer in dispute between the parties. This includes the third parties' respective methodologies, approaches and creative ideas for the project, which all participants in this inquiry agree need to be protected from disclosure. I find the City's claims under s. 21(1)(c)(ii) with respect to the remaining information in dispute to be unsupported by the evidence.

[47] To summarize, I conclude that the City is not required to refuse to disclose the fixed fees, fixed fee percentage, written comments, time estimates, and the City's estimated total cost of the construction project to the applicant, but is required to refuse to disclose the remainder of the disputed information.

CONCLUSION

[48] For the reasons given above, under s. 58 of FIPPA, I make the following orders:

1. Subject to para. 2 below, I require the City to refuse to disclose, in accordance with s. 21(1), the information in the requested record.

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2. I require the City to disclose to the applicant the information I have highlighted in yellow in the summary and at pp. 9, 56 to 65, 108, 109, 205, 242, 243, 245, 278, 340, 379, 380 and 382 of the proposal records, which accompany the City's copy of this order, by **October 3, 2013**, pursuant to s. 59 of FIPPA. The City must concurrently copy me on its cover letter to the applicant, together with a copy of the records.

August 21, 2013

ORIGINAL SIGNED BY

Ross Alexander
Adjudicator

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