



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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

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

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

Comments - Commentaires

Address inquiries to the Contracting Authority at
Hussain.Noor@pwgsc-tpsgc.gc.ca

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

| | |
|---|---|
| Title - Sujet Mobile Baby Warmers | |
| Solicitation No. - N° de l'invitation H3618-182911/A | Date 2018-10-09 |
| Client Reference No. - N° de référence du client H3618-182911 | |
| GETS Reference No. - N° de référence de SEAG PW-\$TOR-007-7621 | |
| File No. - N° de dossier TOR-8-41057 (007) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-11-19 | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Noor, Hussain | Buyer Id - Id de l'acheteur tor007 |
| Telephone No. - N° de téléphone (905) 615-2077 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| 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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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.2 Debriefings

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

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

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

2.4 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

"Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted."

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

Section I: Financial Bid (1 hard copies)

Section II: Certifications (1 hard copies)

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

4.1.1.1 Bidders must submit pricing in accordance with Annex B, Basis of Payment in Canadian Funds. Pricing must be provided for all line items.

4.1.1.2 The evaluated price is the aggregate of the extended prices at Annex B – Basis of Payment, calculated as Quantity multiplied by Firm Unit Price offered by the bidder, for the firm and optional requirements.

4.1.1.3 SACC Manual Clause [A0222T](#) (2016-06-26), Evaluation of Price

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with 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 Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 30 April 2022 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before January 31, 2019, with installation and training completed by March 31, 2019.

6.4.3 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hussain Noor
Supply Officer
Public Works and Government Services Canada
33 City Centre Dr., Suite 480C
Mississauga, ON
L5N 2N5

Telephone: 905-615-2080
Facsimile: 905-615-2060
E-mail address: Hussain.Noor@pwgsc.gc.ca

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

6.5.2 Project Authority *(to be inserted at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____

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Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-8-41057

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative *(to be completed by bidder)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B, Basis of Payment, for a cost of \$_____. 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.

6.6.2 SACC Manual Clauses

H1000C Single Payment (2008-05-12)

6.6.3 Electronic Payment of Invoices – Contract

If applicable, where payment of invoices will be made using electronic payment instruments, Refer to Annex "C" Electronic Payment Instruments, where the Bidder indicated which electronic payment instruments are accepted and change the text below accordingly.

Delete 6.6.3 if bidder does not accept electronic payment

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

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

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

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 Articles of Agreement;
- (b) the general conditions 2010A (2018-06-21), General Conditions – Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____. (*to be inserted at contract award*)

6.11 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"

REQUIREMENT

1. Introduction

Indigenous Services Canada (ISC), First Nations and Inuit Health Branch (FNIHB), Ontario Region provides health care services directly to First Nations communities located in remote and isolated in Northern Ontario. The services are provided through 23 nursing stations. Most of these locations are accessed by air, water, or winter road. At these nursing stations services are primarily provided by nurses with support from the provincially funded physicians and other allied health care providers.

The Branch has noted increasing trend in births in communities. With an annual birth rate of about 25 births in some communities. In some instances there were two in-station deliveries in one month alone.

A newborn baby experiences unstable temperature after delivery. The temperature of mother's womb is higher than the air temperature of the delivery room. It is vital to prevent the fall in infant's temperature as it can even increase the mortality risk.

It is necessary to provide immediate infant warming right after delivery as a baby has four times bigger capacity to loss of heat than a grown-up. If a newborn baby loses heat rapidly, it leads to a phenomenon called 'cold stress'. Oxygen consumption and metabolism increase, and this can even lead to hypoxia. Powerful, safe, and controlled radiant warming reduces cold stress and prevents the baby from further negative effects.

2. Objective

The objective of this contract is to purchase Basic Baby Warmers in order to ensure safe and effective care for newborns who are delivered at nursing stations.

3. Background

Indigenous Services Canada, First Nations and Inuit Health Branch, Ontario Region has the mandate of providing health care services to the remote and isolated First Nations communities on reserve. The department provide urgent, emergent, and primary care services provided by registered nurses with the support of physicians. The patients who require admission and further treatment will be transferred to provincially funded hospitals in urban centres. Patient transportation from nursing stations to the higher level of care hospitals is the responsibility of air ambulance through the province of Ontario.

Prenatal patients are cared for in the community on out-patient basis and transferred out for "confinement" when nearing delivery to a facility that has capacity for labour and delivery. In some cases, the patients do not go out for confinement in time for delivery and or goes into preterm labour. Nursing station are then required to assist with the delivery of the baby and meet the immediate care needs for both the mother and the baby.

Due to inclement weather and or distance, it may take hours or even days for transport team to arrive to pick up the baby and the mother. Therefore, there is a need to stabilize and care for newborns while awaiting transfer to higher level of care. Consequently, there is a requirements to supply baby warming device to keep the infant warm while awaiting transfer.

4. Requirement

Mobile Baby Warmer as per the following:

- Mobile Basic Baby Warmer Unit to be used in the ambulatory clinical settings awaiting, including but not limited to the following:
 - o Microprocessor-controlled warming system;
 - o integrated APGAR timer;
 - o automatic pre-warm mode;
 - o manual and servo temperature control;
 - o pivoting warmer head;
 - o softbed mattress;
 - o reusable dual thermistor skin temperature probes;
 - o examination light;
 - o ambient temperature sensing;
 - o steering castors;
 - o variable bed-tilt mechanism;
 - o instructions for use; and
 - o cart assembly.
- Must provide standard warranty; and
- Must provide electronic trouble shooting guide, cue cards and hard copy user manuals.

5. Contractor's Obligations

- Unless otherwise specified, the Contractor must use its own equipment and software for the performance of any work required;
- For each item of equipment that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority;
- The Contractor must label all equipment as being the property of Canada;
- To provide a temporary loaner, with the same specifications, if equipment goes out for repairs or maintenance; and
- To provide installation of units and to provide training to end-users at final destination of units, by March 31, 2019.

6. Language of Work

English.

7. Delivery

One unit delivered to each of the following locations:

| | |
|---|--|
| Sandy Lake Nursing Station P.O. Box 20 Sandy Lake, ON K0V 1V0 | Pikangikum Nursing Station General Delivery Pikangikum, ON P0V 2L0 |
|---|--|

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File No. - N° du dossier
TOR-8-41057

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

8. Training

Training must be provided for up to a maximum of (5) “super users” at the location of installation. Training must be conducted in a manner that enable “train the trainer” knowledge and skill transfer in the practice settings. Hence the training must include: comprehensive demonstration and instructions in systems operation in all aspects of equipment operation, user maintenance, troubleshooting, and how to access support services of a trained application specialist. The contractor must provide an electronic or hard copy of the training manual and any reference material, in English, must be provided to each user.

ANNEX "B"

BASIS OF PAYMENT

Firm, all-inclusive price in Canadian Funds. F.O.B destination including all delivery charges, Canadian Customs Duties and excise taxes included as applicable. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Firm Requirement

| Article | Item Description | Quantity | Firm Unit Price | Firm All-inclusive Price |
|---------|---|----------|-----------------|--------------------------|
| 1. | Mobile Baby Warmer, as per Annex 'A' including delivery, installation, training and travel. | 2 | \$_____ | \$_____ |

Total Cost: \$_____

Optional Requirement

Year 2019/2020 Option - must be exercised during the period of April 01, 2019 and March 31, 2020.

| Article | Item Description | Quantity | Firm Unit Price | Firm All-inclusive Price |
|---------|---|----------|-----------------|--------------------------|
| 1. | Mobile Baby Warmer, as per Annex 'A' including delivery, installation, training and travel. | 1 | \$_____ | \$_____ |

Total Cost: \$_____

Year 2020/2021 Option - must be exercised during the period of April 01, 2020 and March 31, 2021.

| Article | Item Description | Quantity | Firm Unit Price | Firm All-inclusive Price |
|---------|---|----------|-----------------|--------------------------|
| 1. | Mobile Baby Warmer, as per Annex 'A' including delivery, installation, training and travel. | 1 | \$_____ | \$_____ |

Total Cost: \$_____

Year 2021/2022 Option - must be exercised during the period of April 01, 2021 and March 31, 2022.

| Article | Item Description | Quantity | Firm Unit Price | Firm All-inclusive Price |
|---------|---|----------|-----------------|--------------------------|
| 1. | Mobile Baby Warmer, as per Annex 'A' including delivery, installation, training and travel. | 1 | \$_____ | \$_____ |

Total Cost: \$_____

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File No. - N° du dossier
TOR-8-41057

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 6 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 6, clause 6.6.3, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)