



Issuing Office - Bureau de distribution

Seized Property Management Directorate
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K1A 0S5

Request For Standing Offer

Demande d'Offre à Commandes

Return Offers to:

Offres de retour à

spmd.registration@tpsgc-pwgsc.gc.ca

National Individual Standing Offer (NISO)

Offre à Commandes Individuelle Nationale (OCIN)

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.

Solicitation Closes – L'invitation prend fin

At -à : 14 :00 EST

On-le : 27 January, 2023/ 27 Janvier, 2023

Title – Sujet

Armoured Transport Services-Services de Transport Blindé

**Date of Solicitation –
Date de l'invitation**

**16 January, 2023
16 janvier, 2023**

**Document No. - N° de
document**

SPMD-22-ARMOUR/B

Date

16 January, 2023
16 janvier, 2023

Project ID - ID de projet

SPMD-22-ARMOUR

**Amendment No. - N° de
amendment**

**Address Enquiries to: - Adresser toutes
questions à**

daphne.klassen-hayes@tpsgc-pwgsc.gc.ca

Destination :

Specified Herein / Précisé dans les présentes

Instructions: Unless otherwise specified herein, all prices quoted must include all applicable Canadian Customs, duties, including all delivery charges to destination(s) as indicated. Applicable taxes are to be shown as a separate item.

Des instructions: Sauf indication contraire dans les présentes, tous les prix indiqués doivent inclure tous les droits de douane canadiens applicables, y compris tous les frais de livraison aux destinations indiquées. Les taxes applicables doivent être indiquées comme un élément distinct.

IMPORTANT NOTICE TO OFFERORS

This solicitation cancels and supersedes previous RFP solicitation number SPMD-22-ARMOUR dated 22 November,2022 with a closing date of January 03,2023 at 2:00 pm. A debriefing or feedback session will be provided upon request to suppliers who submitted an offer on the previous solicitation.

SECURITY

This notice is to advise all interested Offerors that in order to be awarded a Standing Offer which contains a security requirement, all Offerors **MUST** hold a valid Security Clearance granted or approved by PWGSC Canadian Industrial Security Directorate (CISD) at the level indicated in this solicitation document.

Additional information on PWGSC security can be found on the following website:
<http://ssi-iss.tpsgc-pwgsc.gc.ca> or by dialing 1-866-368-4646 (Toll free).

This solicitation is restricted to electronic Offer submission only. Details herein.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offer (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, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

Part 7 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 the **Annex A** - the Statement of Requirement, **Annex B** – Pricing, **Annex C** – the Security Requirements Checklist (SRCL), **Annex D** – the Mandatory Evaluation Criteria, **Annex E** - the Electronic Payment Instruments, **Annex F** - the Federal Contractors Program for Employment Equity – Certification, **Annex G** – Insurance Requirements, and any other annexes and appendices.

1.2 Summary

Canada's Seized Property Management Directorate (SPMD), within **Public Service and Procurement Canada (PSPC)**, has a requirement to establish a **National Individual Standing Offer (NISO)** for **Armoured Transport Services** on an "As and When" required basis as outlined in the **Annex A – the Statement of Work**. Goods for secure asset transport may include cash or valuables, and all pick up and delivery locations are located on Canadian soil.

1.2.1 Regions of Service

For the purpose of the RFSO and any resulting contracts, in no order of priority, and as described in Appendix II to Annex A, Canada's Regions are defined below. Offerors may submit an Offer for one region or more but must provide service for all service locations in the region for which they Offer.

As follows:

1. **The Maritime Atlantic Region** (including Nova Scotia, Prince Edward Island, New Brunswick, Newfoundland, and Labrador)
2. **The Eastern Central Region** (including Ontario and Quebec);
3. **The Western Central Region** (Including Manitoba, Saskatchewan, Alberta and the Northwest territories (NWT); and
4. **The Pacific Region** (including British Columbia, Vancouver Island and the Yukon Territories (YT)

1.2.1.1 Service locations include any city, town or municipal location on Canadian soil as identified in the Call-up. All locations will be accessible by road. For the purpose of this requirement, road refers to any Canadian provincial or territorial highway; county or regional road; or city street in any province or Canadian territory.

1.2.2 Period of the Standing Offer

It is the intent that the Standing Offer(s) will have an initial firm period of **two (2) one (1)-year periods, with three (3) one (1)-year option periods** to be exercised solely at Canada's discretion. Offers will be evaluated against the Financial and Technical Offers.

1.2.3 Work under this Service Contract comprises the furnishing of all labour and transportation required for the provision of the services described herein.

1.2.4 There are security restrictions associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the **Contract Security Program** of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.5 Transmission of Offers

This solicitation requires Offerors to submit their Offers electronically only.

1.2.6 Ranking and Methodology for the Standing Offers.

Multiple Standing Offers may be awarded.

All responsive Offers will be awarded a Standing Offer. Offers will be utilized on a **"Right of First Refusal"** basis, with the lowest price responsive Offer being rated #1, the second lowest cost responsive Offer will be ranked #2 and so on. Only Offers within 15% fifteen percent of the lowest responsive Offer will be considered.

The Call-up procedures require that when a requirement is identified, the Identified User will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a Call-up is made against its Standing Offer. If that

Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror. The Identified Users will continue and proceed as above until one Offeror indicates that it can meet the requirement of the Call-up. In other words, Call-ups are made based on the "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the Identified User is required to document its file appropriately. The resulting Call-ups are considered competitive and the competitive Call-up authorities can be used.

1.2.7 Comprehensive Land Claim Agreements (CLCA's)

The Request for Standing Offer(s) (RFSO) is to establish one or more National Individual Standing Offer(s) for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

The delivery of the services may including areas subject to Comprehensive Land Claim Agreements (CLCAs). In such cases, Comprehensive Land Claim Agreements (CLCAs) will apply.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Authorized Users

The Seized Property Management Directorate (SPMD) is the only Identified User authorized to issue Call-ups against the Standing Offer(s) for Armoured Transport Services.

1.5 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 (fifteen) working days of receipt of the results of the Request for Standing Offer process. The debriefing may be in writing, by telephone or in person.

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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 \(2022-03-29\)](#) 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: 90 days

2.2 Submission of Offers

Offers must be submitted electronically and only to the **Seized Property Management Directorate (SPMD)** by the date, time and place indicated in page 1 of the solicitation.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or other methods will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES () NO ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Request for Standing Offers

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

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

2.5 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 Ontario.

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

2.6 Offer Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential Offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages Offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Offer Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

2.7 Improvement of the Requirement During Solicitation Period

Should Offerors consider that the specifications or Statement of Work contained in the solicitation could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Contracting Authority named in the Offer solicitation. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the Solicitation closing date.

Canada will have the right to accept or reject any or all suggestions

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

3.1.1 MINIMUM OFFERS

Offerors must include in their Offer, an offer for services **in at least one (1) of the regions identified in Appendix I to Annex A in its entirety**, for all Services Categories identified at Annex A, Appendix I, and in accordance with the defined delivery timelines.

3.1.2 Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the offer be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

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

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 the RFSO.

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.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B - Pricing.

3.1.3 Electronic Payment of Invoices - Offer

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

If Annex "E" 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.

3.1.4 Exchange Rate Fluctuation

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

Section III: Certifications

In Section III of their offers, Offerors must provide the certifications required under Part 5 and, as applicable, any associated additional information - Appendix I to Part 5, Certifications and Additional Information.

a) Offerors must complete their Certifications by using the form in Appendix I to PART 5, Certifications and Additional Information.

b) The form(s) must be signed.

Section IV: Additional Information

3.1.5 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.5.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code
Country

3.1.5.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

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

Please see attached Annex D – Mandatory Evaluation Criteria. **Offerors must complete Annex D** per the instructions provided, and submit with their Offer.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Offeror must provide rates for the region(s) for which it is able to provide services in accordance with **Annex “B” Pricing**.

M0019T (2007-05-25) Firm Prices and/or Rates

4.2 Basis of Selection

- 4.2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory criteria, to be declared responsive. All responsive offers will be recommended for issuance of a Standing Offer.
- 4.2.2** The lowest evaluated price will not be the sole basis for recommendation for issuance of a Standing Offer, but may impact on the later choice of Offerors by Identified Users for resulting call-ups pursuant to section 6A.8, Call-up Procedures.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer. Offerors must complete and include Appendix I to PART 5 – Certifications with their Offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Capacity

The Offeror must have the capacity to deliver the services described herein and at Annex A- the Statement of Work.

The Offeror certifies that:

() It possesses all required vehicles, Resources, qualifications and capabilities to provide the deliverable services herein.

Offeror Initials _____

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 – Required Documentation

In accordance with the section titled Information to be provided when Offerding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 Offer" list) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - 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 Offer" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Offer](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex - Annex "F" - [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Status and Availability of Resources – Offer

The Offeror certifies that, should it be issued a Standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a Call-up against the Standing Offer as required by Canada's representatives and at the time specified in a Call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

5.2.3.1 SACC Manual clause [M3020C](#) (2016-01-28) Status and Availability of Resources – Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, Offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

The Offeror must provide a letter from an Insurance Broker or an Insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the Request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex "G".

If the information is not provided in the Offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at **Annex "A"**.

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the [Contract Security Program](#) apply and form part of the Standing Offer. The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.2.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, and obtain approved Document Safeguarding Capability at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

7.2.1.2 The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets, or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.

7.2.1.3 The Contractor/Offeror MUST NOT utilize its facilities to process, produce, or store CLASSIFIED information or assets until the CSP, PWGSC has issued written approval.

7.2.1.4 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce, or store any sensitive CLASSIFIED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.

7.2.1.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.

7.2.1.6 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) *Contract Security Manual* (Latest Edition).

7.3 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.

7.3.1 General Conditions

[2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Supplementary General Conditions

7.3.2.1 Compliance with On-site Measures, Standing Orders, Policies and Rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

7.3.3 Standing Offers Reporting – Periodic Usage Reports

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

The Offeror must provide this data in accordance with the reporting requirements detailed at **Para 7.3.3.1**. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report. The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority **no later than ten (10) calendar days** after the end of the reporting period.

7.3.3.1 Description of the Quarterly Report

Suppliers must report on a quarterly basis on the call-up/contract activities. Such reports must contain, but are not limited to, the following information:

- the Standing Offer number;
- the Supplier name;
- the reporting period;
- the Call-up number for each call-up/contract, including amendments;
- the Contracting authority;
- the date of the Call-up/contract;
- the Call-up/contract period;
- the services provided;
- the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

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

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for three (3) additional one(1) -year periods from _____ to _____ *(to be inserted by PWGSC)* 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 no less than **thirty (30) days before the expiry date of the Standing Offer**. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Daphne Klassen-Hayes

Team Lead – Procurement and Contracting
Asset Stewardship Division
Seized Property Management Directorate
Receiver General and Pensions Branch
Public Services and Procurement Canada
Government of Canada

E-mail address: daphne.klassen-hayes@tpsgc-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, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Contracting Authority

The Contracting Authority is identified in the Call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

Name: _____

Title: _____

Telephone: _____

E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the **Seized Property Management Directorate (SPMD)**.

7.8 Call-up Procedures

Multiple Standing Offers may be awarded. It is the intention that at least one (1) Standing Offer will be awarded in each region as identified in Appendix II to Annex A.

All responsive Offers will be awarded a Standing Offer. Offers will be utilized on a **“Right of First Refusal”** basis, with the lowest price responsive Offer being rated #1, the second lowest cost responsive Offer will be ranked #2 and so on. **Only Offers within 15% fifteen percent of the lowest responsive Offer will be considered.**

7.8.1 Ranking Methodology

The Call-up procedures require that when a requirement is identified, the Identified User will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement, a Call-up is made against its Standing Offer. If that Offeror is unable to meet the requirement, the identified user will contact the next ranked Offeror. The Identified User will continue and proceed as above until one Offeror indicates that it can meet the requirement of the Call-up. In other words, Call-ups are made based on the "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the Identified User is required to document its file appropriately. The resulting Call-ups are considered competitive and the competitive Call-up authorities can be used.

7.8.2 Specific Call-up Procedures for Deliveries to Cash Clearing Centres

NOTE: The SPMD Contracting Authority will not publish the civic location of the Cash Clearing centres in the Call-up.

7.8.2.1 Client Source Call-up Responsibilities:

The civic addresses of the Cash Clearing Centres is protected information and will not be publicized.

When identifying a requirement for the pick-up of Cash for delivery to a Cash Clearing Centre, **the Client Source must provide the SPMD Contracting Authority with the exact kilometric distance from the Pick-up location to the nearest Cash Clearing Centre.** The kilometric distance for the delivery of service under the Call-up will be the authorized distance to calculate the **Basis of Payment**.

7.8.2.2 Contractor Responsibilities:

The Armoured Transport Service Contractor must be pre-authorized to possess; have the access information related to; and is solely responsible for the information regarding precise locations of the Cash Clearing Centres for the purposes of service delivery under the Call-up for services.

*** The Contractor must, upon receipt of the Call-up, verify that the kilometric distance identified on the Call-up is in accordance with the distance from the pick-up location to the nearest Cash Clearing Centre. If there is a discrepancy, it is the sole responsibility of the Contractor to contact the Contracting Authority for an amendment to the Call-up and correction of the identified distance prior to accepting the Call-up.*****

7.8.2.3 SPMD Contracting Authority Responsibilities:

The kilometric travel distance identified by the authorized Client will be the authorized travel distance identified in the Call-up. In the Call-up for Armoured Transport Services where the delivery point is a Cash Clearing Centre, **the Contracting Authority must identify the kilometric distance for the required services in accordance with the Basis of Payment outlined herein in the Resulting Contract Clauses Section 7.5.1.2.1.**

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for the services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

7.10 Limitation of Call-ups

Individual Call-ups against the Standing Offer must not exceed **\$10,000** (Applicable Taxes included). Requirements exceeding \$10,000.00 (Applicable Taxes included) must be submitted to the PSPC Standing Offer Authority for review and approval prior to issuance of a call-up.

7.11 Priority of Documents

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

- a) the Call up against the Standing Offer, including any annexes;
- b) the Articles of the Standing Offer;
- c) the General Conditions 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services;
- d) the Supplemental General Conditions 4009 (2013-06-27), **Section 4009 03 (2012-07-16) - Liability**;
- e) the Supplemental General Conditions 4013 (2022-06-20) Compliance with On-Site Measures, Standing Orders, Policies, and Rules.
- f) the General Conditions 2010B (2022-01-28) General Conditions - Professional Services (Medium Complexity)
- g) Annex A, Statement of Work;
- h) Annex B, Pricing;
- i) Annex C, Security Requirements Check List;
- j) Annex D, Mandatory Evaluation Criteria;
- k) Annex G, Insurance Requirements; and
- l) the Offeror's offer dated _____ (to be inserted by PWGSC at the time of issuance of the offer: "as clarified on _____" **or** "as amended on _____ to be inserted by PWGSC at the time of an amendment to the Standing Offer:)

7.12 Certifications and Additional Information

7.12.1 Compliance

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

7.13 Applicable Laws

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

7.14 Transition to an e-Procurement Solution (EPS)

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

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

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

7.15 SACC Manual Clauses

M3501C (2008-05-12) Price Adjustment – Petroleum Products

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.

7.1 Statement of Work

The Contractor must perform the Work described in the Call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B (2022-01-28) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section **15 Interest on Overdue Accounts**, of **2010B (2022-01-28)** will not apply to payments made by credit cards.

7.2.2 Supplemental General Conditions

4009 (2013-06-27), **Section 4009 03 (2012-07-16)**, **Liability** applies to and forms part of the Contract.

4013 (2022-06-20) Compliance with On-Site Measures, Standing Orders, Policies, and Rules applies to and forms part of the Contract.

7.3 Term of Standing Offer

7.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____.
(to be inserted by PWGSC at Standing Offer award).

7.3.2 Delivery Date

Delivery must be completed in accordance with the Call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

7.5.1.1 Basis of Payment – Firm Price – Services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price as identified in **Annex B – Pricing**. Customs duties are included and Applicable Taxes are extra

7.5.1.2 Basis of Payment – Direct Expenses – Fuel Surcharge

The Contractor will be reimbursed for fuel charges as described below.

Contractors will be reimbursed for fuel charges at cost in Canadian dollars. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is zero rated.

7.5.1.2.1 Calculation of Kilometric Distance and Fuel Reimbursement Rate

1. The calculation will be a **price per kilometer rate** based on **average fuel prices at the pick-up location as identified in the Call-up** and in accordance with the Canadian Automobile Association National Gas Prices [Gas Prices - CAA National](#).
2. **The total kilometric distance** will be understood as the measurement from the pick-up location to the final delivery location. In the event of any dispute, a [Google Map](#) distance will be used as the verification of distance.
3. Where there are **multiple pick-up locations**, the first pick up location will be understood as the starting point from which the kilometric distances will be measured.

EXAMPLE: Multiple pick-up locations calculation formula:

Pick-up location "A" to Pick-up location "B" = __ (a) __ km

Pick-up location "B" to Pick-up location "C" = __ (b) __ km.

Pick-up location "C" to final destination "D" = __ (c) __ km

Calculation of **total claimable km** for reimbursement = **(a)+(b)+(c)km** total travel distance.

The reimbursable price per kilometer will be the effective rate on the calendar day of travel and will be calculated as follows:

Travel Distance (kilometers)	Average Gas Price per litre (in accordance with the CAA National Average Gas Price table)	Fuel Reimbursement Rate (per kilometer)
One (1) kilometer (km) to two thousand (2000) kilometers(kms)	Sixty cents (\$0.60) per litre to \$2.00 (two dollars) per litre inclusive	Thirty cents (\$0.30) per kilometer
From two thousand and one kilometers (2001) kilometers(kms) and over *	Sixty cents (\$0.60) per litre to \$2.00 (two dollars) per litre inclusive	Twenty-five cents (\$0.25) per kilometer(km) from two thousand and one) (2001 kilometers and over.
One (1) to two thousand (2000) kilometers (kms)	Two dollars and one cent (\$2.01) to three dollars per litre inclusive	Forty cents (\$0.40) per kilometer
From two thousand and one* (2001) kilometers(kms) and over	Two dollars and one cent (\$2.01) to three dollars per litre inclusive	Thirty-five cents (0.35) per kilometre (km) for each kilometer from two thousand and one) (2001) kilometers and over.
For average fuel prices exceeding \$3.00 per litre and for all kilometric distances: The reimbursable rate will increase by an additional \$0.10 (ten cents) per kilometer for <u>each bracket of \$.01 (one cent) to \$1.00 per litre increase</u> in the average fuel price defined above.		

Example Calculation for Fuel Reimbursement :

Scenario 1: Pick-up location is Toronto, Ontario

Travel Distance from Pick-up location to Final Delivery location: 400 kilometers

Average Gas Price on travel date: \$2.00 per litre

Formula: $400 \times \$0.30 = \mathbf{\$120.00}$

Scenario 2: Pick-up location is Toronto, Ontario

Travel Distance from Pick-up location to Final Delivery location : 2,500 kilometers

Average Gas Price on travel date: \$2.00 per litre

Formula: $2000\text{km} \times \$0.30 = \600.00
 $\underline{500\text{km} \times \$0.25 = \$125.00}$
Total fuel claim = **\$725.00**

Invoicing Instructions: The Contractor must provide on the invoice, the exact distance travelled from the pick-up location to the delivery destination(s). **The kilometric distance claimed must not exceed the kilometric distance identified on the Call-up.** Fuel cost reimbursement is not subject to **provincial taxes or HST** All calculations will be verified.

There will be no reimbursement for additional kilometers for the return trip to the Contractors' facility or any other location.

7.5.2 Limitation of Expenditure

For the Work described in the Call-up against the Standing Offer:

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of the dollar value identified on the Call-up. Customs duties included and Applicable Taxes are extra.

7.5.3 SACC Manual Clauses

C0100C (2010-01-11) Discretionary Audit – Commercial Services

H1001C (2008-05-12) Multiple Payments

7.5.4 Electronic Payment of Invoices – Call-up

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

(to be adjusted at Standing Offer award)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.6 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.

7.7 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex G. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation
SPMD-22ARMOUR/B
Client Ref. No. - N° de réf. du client
SPMD-22ARMOUR

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

Buyer ID - Id de l'acheteur
HS658
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

(Please see attached Annex A document)

Solicitation No. - N° de l'invitation
SPMD-22ARMOUR/B
Client Ref. No. - N° de réf. du client
SPMD-22ARMOUR

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

Buyer ID - Id de l'acheteur
HS658
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

PRICING

(Please see attached Annex "B" document)

Solicitation No. - N° de l'invitation
SPMD-22ARMOUR/B
Client Ref. No. - N° de réf. du client
SPMD-22ARMOUR

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

Buyer ID - Id de l'acheteur
HS658
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(Please see attached Annex "C" document)

ANNEX “D”

MANDATORY TECHNICAL CRITERIA

Evaluation Methodology – The evaluation will be conducted by Representatives of Canada and will consider only the criteria provided. Mandatory requirements are identified by the word “must.” All mandatory criteria must be met or the offer submission will be deemed non-compliant. Failure to provide sufficient detail in the offer submission to evaluate the proposal against the mandatory criteria will also deem the offer non-compliant. Offerors should refer to the sections of their offers by identifying the specific paragraph and page number where the subject topic is addressed.

	Mandatory Evaluation Criteria	Met	Did not Meet	Comments / Reference in Offer
MC1	Performance Characteristics: The Offerors must utilize secure Cash in Transit or other Armoured Transport Vehicles with an armour level minimum of Underwriters Laboratories (UL) Standard 752 for Bullet-Resisting Equipment, Level 2 (.357 Magnum, 158 grain JSP) or equivalent. Offerors must demonstrate compliance by i) providing proof of vehicle ownership with their Offer; and ii) completing the Attestation Certification at Part 5 of the RFSO.			
MC2	Minimum Qualifications: The Offeror Organization and all Offeror Resources conducting work in the Call-up against the Standing Offer must possess a valid security clearance at Secret level. The Offeror must have at minimum, Reliability Clearance at the time of their Offer, and demonstrate that they have submitted the application(s) for Secret Clearance. In order to be awarded a Standing Offer, the Offeror must have the Security Clearance at Secret level. Offerors must provide copies of their Security Clearance with the submission of their Offer.			
MC3	Minimum Qualifications: <u>All Offeror Resources conducting work in the Call-up against the Standing Offer</u> must possess a valid Authority (permit) to carry firearms. Offerors must provide copies of their Authority to Carry Firearms with the submission of their Offer.			
MC4	Experience: The Offeror must have five (5) years within the last ten (10) with good business record, performing Secure Armoured Transport Services in Canada. Offerors must provide proof of business registration in Canada, and provide a minimum of one (1) client reference for each year of active business claimed. Offerors must not duplicate references and must provide a minimum of five (5) references in total. The Client references must include details of length and scope of the service provided; contact information for each reference including name, title, telephone number; and e-mail address. <u>References will be verified, therefore it is the responsibility of the Offeror to ensure that the reference information is current and valid. If the references cannot be verified due to incorrect contact information or the reference cannot be reached for verification, the criteria will be considered as not met.</u>			
MC5	Requirement: The Offeror must demonstrate capability to provide all Categories of Secure Transport Service in a minimum of one(1) entire region of Canada as outlined in Appendix I to Annex A. Offerors must provide the attestation to their capability the Certifications section 5 of the RFSO.			
MC6	Requirement: Offerors including the Organization and all Resources employed in the conduct of the Work must be in good standing with the Cash Clearing Centres and eligible for admission to those premises. Offerors must, with their Offer, provide a Letter of verification from an Authorized Representative of a Cash Clearing Centre to verify their valid and current status.			

ANNEX “E” -

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by 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);

ANNEX "F"

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "G"

INSURANCE REQUIREMENTS

1.0 Commercial General Liability Insurance

1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

1.2 The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to

pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2.0 Automobile Liability Insurance

2.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2.1.1 The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

3.0 All Risk In Transit Insurance

3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$4,500,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.

3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

3.3 The All Risk Property in Transit insurance must include the following:

(a) Notice of Cancellation: The Contractor must provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.

(b) Loss Payee: Canada as its interest appears or as it may direct.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

APPENDIX I TO PART 5 OF THE STANDING OFFER

CERTIFICATIONS AND ADDITIONAL INFORMATION

1.0 General Information	
The Offeror is a Joint Venture	Yes () or No () If yes, the Offeror must meet the section 17 of 2006 , (2022-03-29) Standard Instructions. https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24
Solicitation No.	
Offeror Legal Name	
Procurement Business Number (PBN)	
Offeror Address	
Name of Contact Person	
Phone Number	
E-Mail Address of Contact Person	
Applicable Law	(choose a Province)
2.0 Certifications Required with the Offer (Offerors must submit the following duly completed certifications as part of their Offer.)	
<p>2.1 Integrity Provisions - Declaration of Convicted Offences</p> <p>In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their Offer, if applicable, the declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.</p>	
<p>2.2 Environmental Performance Considerations</p> <p>Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose.</p> <p>Environmental performance considerations include, among other things:</p> <ul style="list-style-type: none">• the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency;• reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. <p>In accordance with this initiative, Offerors are asked to provide with their offers, but may be submitted afterwards, information regarding their use of environmentally friendly/"green" practices in their service delivery.</p> <p>This information will not be used in the evaluation, but is for information purposes only. Canada will use a star rating system (0-3) to assess Offerors that can prove they are greener and include such information into the resulting Standing Offers to provide End Users with the option to choose a greener service. The star rating for each Offeror will be identified in each successful Offeror's Standing Offer. The maximum total points are 29.</p> <ul style="list-style-type: none">* No star will be given to an Offeror if it does not provide adequate information to this section.* One (1) star will be given to an Offeror that obtains any points up to 10 green points.* Two (2) stars will be given to an Offeror that obtains more than 10 green points and up to 20 green points.* Three (3) stars will be given to an Offeror that obtains more than 20 green points and up to 32 green points.* <p>Elements to be considered in the rating system are in the following table. Offerors should provide examples to demonstrate how they comply with the elements in the table. Canada reserves the right to verify what the Offeror claims.</p>	

2.2.1 In the following Table 2.2.1.1, Offerors should complete the column entitled "Comments"

Please complete the following table:

TABLE 2.2.1.1 - ENVIRONMENT PERFORMANCE CONSIDERATIONS

Description	Comments	Points allocated
1. Offeror utilizes newer vehicle fleets demonstrated to pollute less	Fill the applicable item, a) or b) for this item. In the same space provided the Offeror is requested to provide brief example(s) to demonstrate compliancy.	void
a) at least 50% of the fleet is less than 5 years old		4
b) 25%-49% of the fleet is less than 5 years old		2
2. Percentage of vehicles using Alternative Transportation Fuel (ATF) in the fleet. Alternative Transportation Fuel includes the following: <ul style="list-style-type: none">• hybrid gas/electrics, E85 (fuel mixture consisting 85% ethanol and 15% gasoline mix),• E10 (fuel mixture consisting of 10 per cent ethanol and 90 per cent unleaded petrol),• Compressed Natural Gas (CNG), propane-powered vehicles, etc.	Fill the applicable item, a), b) or c) for this item. In the same space provided the Offeror is requested to provide brief example(s) to demonstrate compliancy.	void
a) at least 50% or more of the fleet uses alternative fuel		3
b) 25%-49% of the fleet uses alternative fuel		2
c) 1%-24% of the fleet uses alternative fuel		1
3. Proper maintenance of the Offeror's fleet If a formal program exists and a regular scheduled maintenance is conducted at least once a year on the following items.	Fill the applicable item, a), b), c), d), e) and f) for this item. In the same space provided the Offeror is requested to provide brief example(s) to demonstrate compliancy.	void
a) Conduct inspections such as tire pressure, leaks of coolant		1
b) Follow vehicle's maintenance schedule		1
c) Optimize the tire pressure		1
d) Regular wheel alignment check		1
e) Use engines equipped with electronic devices that automatically stop-start the engine to minimize idling and warm-up times		1
f) Use auxiliary equipment such as directed - fired heaters and auxiliary power generators, rather than idling engines to meet heating, air conditioning and electrical demands in transport vehicles.		1
4. Providing driver training If a formal program exists and a regular scheduled training is conducted at least once a year on the following items:	Fill the applicable item, a), b), c), d), e), and f) for this item. In the same space provided the Offeror is requested to provide brief example(s) to demonstrate compliancy.	void
a) Smooth acceleration and braking		1
b) Proper use of cruise control		1
c) Elimination of unnecessary shifting		1
d) Practicing progressive shifting (up shifting at the least possible rpm)		1
e) Practicing block shifting (skipping unnecessary gears)		1
f) Coasting whenever possible		1

5. Other Environmental Considerations	Fill the applicable item, a), b), c), and d), for this item. In the same space provided the Offeror is requested to provide brief example(s) to demonstrate compliancy.	void
a) Tire, waste oil, glycol, battery recycling programs		1
b) Use of block heater in winter to help reduce engine warm-up period		1
c) Planning of route using Route Optimizing software and hardware (such as GPS, route mapping software, cell phone location software, etc.) to avoid backtracking or crisscrossing the city.		1
d) Consolidation of loads to cut costs		1
e) Monitor developments in new fuel-efficient transport technologies such as hybrid technology and electric drive		1
Offerors should self evaluate and provide the total number of points for the self-assessment.→		

3. Certifications Precedent to Contract Award and Additional Information

3.1 Status and Availability of Resources (A3005T)

The Offeror certifies that, should it be awarded a Standing Offer as a result of the Offer solicitation, every individual proposed in its Offer will be available to perform the Work as required by Canada's representatives and at the time specified in the Offer solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its Offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the Offer being declared non-responsive.

() I understand and certify

3.2 Education and Experience (A3010T)

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its Offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

() I understand and certify

3.3 Price Certification - Canadian-based Suppliers (C0002T)

(other than agency and resale outlets)

The Offeror certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Offeror's most favoured customer, for the like quality and quantity of the goods, services or both; does not include an element of profit on the sale in excess of that normally obtained by the Offeror on the sale of goods, services or both of like quality and quantity; and does not include any provision for discounts to selling agents.

() I understand and certify

3.4 Former Public Servant (**A3025T**)

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Offerors must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of Offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the Offer non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the **Financial Administration Act**, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual;
 - b.an individual who has incorporated;
 - c. a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the **Public Service Superannuation Act** (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the **Supplementary Retirement Benefits Act**, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the **Canadian Forces Superannuation Act**, R.S., 1985, c. C-17, the **Defence Services Pension Continuation Act**, 1970, c. D-3, the **Royal Canadian Mounted Police Pension Continuation Act**, 1970, c. R-10, and the **Royal Canadian Mounted Police Superannuation Act**, R.S., 1985, c. R-11, the **Members of Parliament Retiring Allowances Act**, R.S. 1985, c. M-5, and that portion of pension payable to the **Canada Pension Plan Act**, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? Yes () No ()

If so, the Offeror must provide the following information, for all FPSs in receipt of a pension, as applicable:

- name of former public servant;
- date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with **Contracting Policy Notice: 2019-01** and the **Guidelines on the Proactive Disclosure of Contracts**.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Offeror must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- period of lump sum payment including start date, end date and number of weeks;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Signature of
Authorized Representative

Name of Individual (please print)

Date

3.5 Offer

By submitting an Offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

Signature of
Authorized Representative

Name of Individual (please print)

Date