

Invitation to Tender for

The Archbishop Lanfranc Academy Cleaning Contract

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TENDERING REQUIREMENTS AND INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

- 1.1. If you intend to tender for the Academy on respect of the above mentioned cleaning services, please read the following instructions carefully and prepare your tender accordingly.
- 1.2. The Academy will not be responsible for any costs or expenses you incur in preparing, delivering or in the evaluation of the tender, or for any costs or expenses incurred with the formation of a contract should you be successful.
- 1.3. You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender. You will be expected to arrange survey visits to the school site to fully familiarise yourselves with our buildings and with the cleaning and associated services required although any site visits will be solely to allow you to familiarise yourself with the academy building and the academy will not answer any questions relating to the tender itself. If you do have any questions about the tender, they should be raised through the clarification process set out in this document. Failure to comply with the requirements for completion and submission of the ITT may result in the rejection of the submission. Tenderers need to ensure that they are capable of fulfilling all of the requirements.
- 1.4. Prior to the date for return of tenders, the academy may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Academy to every tenderer and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 1.5. Any request for clarification of the Invitation to Tender documents must be made in writing addressed initially to:

kkaragoly@lanfranc.org.uk

Or

K Karagoly, Director of Operations The Archbishop Lanfranc Academy Mitcham Road, Croydon, CR9 3AS Tel: 020 8689 1255 Fax: 020 8683 3113 Web: <u>www.lanfranc.org.uk</u>



- 1.6. Tenderers should notify the academy promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement. We are encouraged to submit any clarifications as soon as possible and, in any event, no later than 25th May 2024. As soon as practical after receipt of any request for clarification, the academy will respond in writing. Any clarifications issued by the School will be treated as in para 1.4 above.
- 1.7. Only clarifications made in writing by the Academy will form part of the Invitation to Tender documents.
- 1.8. The Academy reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.
- 1.9. While the information contained in this ITT is believed to be correct at the time of issue, neither the Academy, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Academy.
- 1.10. If a Tenderer proposes to enter into a Contract with the School, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
- 1.11. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Academy (or any other person) to enter into a contractual arrangement.
- 1.12. All information contained in the Invitation to Tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.
- 1.13. The Academy reserves the right to:
 - Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Academy and under no circumstances shall the Academy incur any liability to any bidders in respect of the ITT or any supporting documentation;
 - Seek clarification or documents in respect of a Tenderer's submission;
 - Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
 - Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the SQ or the tender process;
 - Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;



- Choose not to award any Contract as a result of the current procurement process;
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on the approvals processes or for any other reason.

2. BACKGROUND

The Academy's ethos promotes a rich and diverse learning environment in which every student is offered the opportunity to grow in maturity and understanding. The curriculum has been devised to enable students to develop the skills and comprehension necessary to succeed in an increasingly competitive world.

The academy currently has 840 students.

The Agreement will be for the complete day to day cleaning services of The Archbishop Lanfranc Academy buildings.

Services shall include but shall not be limited to daily cleaning requirements together with a programme of periodic cleaning. In addition, it is anticipated that the successful supplier will be required to supply all janitorial supplies and consumables to the School, although the school will retain the right to individually purchase consumables should they wish.

The following represents the indicative timescale for the key stages of the tender process.

These dates may be subject to change:

Issue of Invitations to Tender	1 May
Receipt of tenders	30 May
Notification of Agreement award	15 June 2024
Commencement	15 August 2024

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

The contract will be let on a 12 months' agreement.

Applicants should be aware that all staff working in the Academy will require DBS (enhanced level) checks and the staff will be required to give their written permission for such checks to be performed. These will need to be reviewed every year.

The contract is to clean 100% of the Academy buildings; there are some areas that have been identified for exclusion.

Access to the academy site will be Monday to Friday. Afternoon shifts will be for 3 hours per day, 5 days per week, to carry out a cleaning service in the academy buildings. The Academy required 8 operatives cleaners in total plus supervisor is required.

If contractor using signing-in book/sheet the Academy responsible for monitoring operatives attendance, if contractor using digital signing-in the contractor must provide digital copy by email each month.



3. Rejection of Tenders

Any Tender submitted by any Tenderer, where the Tenderer:

- fixes or adjusts the prices and rates shown within or underlying its Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other person's Tender or communicates to any person other than the Academy the amount or approximate amount of prices or rates shown in its Form of Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Form of Tender or for the purposes of financing or insurance;
- enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender;
- offers or agrees to pay or gives or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Form of Tender any act, omission, or thing of the sort described in the two paragraphs above;
- in connection with the award of the Contract commits an offence under the Bribery Act 2010, or gives any fee or reward the receipt of which is an offence under Sub-section (2) of Section 117 of the Local Government Act 1972;
- has committed any of the offences listed in regulation 57 of the Public Contracts Regulations 2015, or has directors or persons with powers of representation, decision or control who have committed any such offences;
- has committed any of the acts or experienced any of the circumstances listed in regulation 57 of the Public Contracts Regulations 2015; or
- has directly or indirectly canvassed any employee, member or official of the School concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Form of Tender submitted by any other Tenderer; may be rejected by the Academy.

Any rejection shall be without prejudice to any civil remedies available to the Academy or any criminal liability which such conduct by a Tenderer may attract.



4. Non-consideration of Tenders

The Academy need not consider a Tender if:

- it is not in accordance with the instructions set out in this document and all other provisions of the Tender;
- the Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the Form of Contract or the Specification except where a variation or alteration is expressly invited or permitted by the Academy in writing;
- the Tenderer does not tender for the provision of the whole of the Services except where the tender for part of the Services is expressly invited or permitted by the Academy in writing; or
- it is incomplete or incorrectly completed.

Any alternative terms or conditions (which must be submitted on a separate form) offered on behalf of a Tenderer shall, if inconsistent with the terms and Conditions of the Tender Documents, be deemed to have been rejected by the School unless expressly accepted in writing.

Contract formalities

Contract award is subject to the formal approval process of the Academy. Until all necessary approvals are obtained and the standstill period completed, no Contract(s) will be entered into. Once the Academy has reached a decision in respect of a contract award, it will notify all bidders of that decision and provide for a standstill period in accordance with the Public Contacts Regulations 2015 before entering into any Contract(s).

In submitting their Tenders, Tenderers undertake that in the event of their Tender being accepted by the Academy, they will within 14 days of being called upon so to do by the Academy execute a formal Contract consisting of the Contract Documents and all other agreements that the Academy considers necessary to put the Contract into effect and, until such date as the Contract is executed, the successful Tender together with the Academy's written acceptance thereof will form a binding agreement between the Academy and the Tenderer on the terms of the Contract Documents. The Academy reserves the right to make any changes of a drafting nature to the Contract Documents and all such reasonable changes will be accepted by the Contractor.



5. TENDER RESPONSE

Your Tender must be divided into clear, easily identifiable sections and contain the information called for in the section below.

a) Commercial (Please return in the order listed below, with Schedules clearly marked)2 hard copies & 1 electronic copy to be supplied on a USB drive with the proposal

1	Form of Tender
2	Pricing Schedule
3	Conditions of Contract Compliance Statement (to be signed and returned with
	tender return)

b) Technical

2 hard copies & 1 electronic copy to be supplied by email with the proposal

Schedule 2	Method statement
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Method Statement detailing the means of meeting the requirements of the Specification and covering in particular (though not exclusively) the following to be clearly marked within the response and in the same order as listed below (please see Schedule 2 for template).

SECTION A: RESOURCING & MANAGING THE WORKS

- A1 Tenderers are required to demonstrate how they intend their management structure to support the successful performance of this Agreement.
- A2 Tenderers are required to detail the team they intend to assign to this Agreement and to describe the roles to be undertaken by the team. It must include CVs of key personnel to be assigned to this Agreement.
- A3 Tenderers are required to demonstrate how they propose to ensure that Enhanced DBS checks have been carried out on any employee working on this Agreement including sub- contractors.
- A4 Tenderers are required to provide information on their vetting and security arrangements. They should identify how they ensure that all potential employees have the right to work in the UK under the Immigration, Asylum and Nationality Act 2006 and the Immigration Act 2014. They are also required to confirm that at least one member of any recruitment panel has received appropriate training in line with safeguarding guidance and evidence of this.
- A5 Tenderers are required to provide detailed information on the trades that are routinely sub contracted out (if any) and set out how they intend to ensure any subcontractors performance is managed throughout the duration of this Agreement.
- A6 Tenderers are required to describe what methods/procedures you will employ to cover staff sickness and/or absences in both the short and long term.

A7 Tenderers are required to provide details of your staff codes of conduct for this agreement.



A8 Tenderers are required to provide details how they will ensure that all members of staff are easily recognisable to employees of the Academy.

SECTION B: IMPLEMENTATION PLAN

B1 Tenderers are required to provide a Method Statement on how they intend to manage the mobilisation period from Agreement award. The tenderer is expected to include all actions and anticipated timescales within this response.

SECTION C: PERFORMANCE MONITORING

- C1 Tenderers are required to include a description of methods used to monitor its own performance throughout the duration of the Agreement.
- C2 Tenderers are asked to describe what measures are put in place to ensure that standards remain consistently high at all times.
- C3 Tenders are required to describe how staff are trained and how they fulfil continuing professional development requirements.
- C4 Tenders are required to describe how they will maintain communications between the Director of Operations and the Area Manager.
- C5 Tenders are required to describe how they will address poor service standards and how they will mitigate the effects of poor service performance.

SECTION D: HEALTH & SAFETY

D1 Tenderers are required to describe how they implement and manage health and safety including undertaking of risk assessments, COSHH management, working method statements, PAT testing and environmental. Tenderers are also asked to disclose any accreditations that they have.

SECTION E: REPORTING CAPABILITIES

E1 Tenderers are required to provide an example of a standard report they would produce for monthly meetings with the Area Manager and Director of Operations.

This should include as a minimum: site specific Health and Safety Issues, quality audit results, general performance (eg any complaints received during the period in question and how they have been dealt with) issues and updates of any changes in staff structure to any of the sites during the previous month. This should also include a sample report communicating any enhanced DBS checks carried out during previous month on new or existing employees.

SECTION F: INVOICING

F1 Tenderers are required to describe how their invoicing will take place and supporting information included so that work carried out and invoiced can be verified.



SECTION G: ENVIRONMENTAL ISSUES

- G1 Tenderers are required to describe their methods for the safe disposal of containers and any other consumable waste created during service delivery.
- G2 Tenderers are required to describe any proactive measures that the organisation takes in order to monitor and reduce their overall carbon footprint.
- G3 Tenderers are required to provide a schedule of equipment and a proposed maintenance schedule for this agreement.

SECTION H: INNOVATION & EFFICIENCY

- H1 Innovation in business is what sets one company out above another and thus provides the academy with a better product and service to ensure that value for money is being maximised at all times. Tenderers are asked to describe how they incorporate innovative ideas and practices into their service delivery.
- H2 Efficiency saving initiatives are becoming increasingly important for us as academy. Tenderers are therefore asked to describe and give an indicative savings figure or % figure of any innovative measures that could be implemented when delivering the Services in order to help achieve further cost efficiencies. Tenderers are only asked to give an estimated saving figure as part of their Tender. Any such figure will not be included in the Price for tender evaluation purposes but will be scored as part of the Quality evaluation.

Please note: this can include suggestions that require Specification amendments to allow for these savings.

Certificates and Documentation

Please provide copies of any certificates held including ISO accreditations and insurance certificates. Please also provide copies of your health and safety and environmental policies and complete the attached 'approval of new contractor's questionnaire'.

External Reference Material

Where any external reference material, such as brochures, specifications and system descriptions, is used to support your Tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the Agreement in the event that the Tender is accepted.



Cross References

Where a particular section of the Tender relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

Validity

Tenders shall remain open for acceptance for a minimum of 120 calendar days, although the Academy may ask you to extend the period of validity.

6. SUBMISSION OF TENDERS

Your tender must be returned in 2 hard copies and 1 electronic copy by no later than 12.00pm on 15 June 2024.

All Forms of Tender must remain valid and open for acceptance by the Academy for a period of 3 months from the above date.

The envelope must not indicate the name of the sender; envelopes that do may be rejected unopened. Similarly, tenders received after the tender submission deadline may be rejected.

Any Tender received after the deadline from the above date shall not be opened or considered. The Academy may, however, in its own absolute discretion extend the deadline and in such circumstances the Academy will notify all Tenderers of any change. It is your responsibility to ensure that all relevant documents are properly and completely submitted to the Academy.

CANVASSING

Any tenderer who directly or indirectly canvasses any member or official of the Academy concerning the award of the Agreement, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender submission will be disqualified. If discovery occurs after the award of the Agreement, the Academy shall then be entitled to summarily terminate the Agreement.



7. SPECIFICATION

GENERAL DUTIES AND RESPONSIBILITIES

The Services shall comprise the cleaning of the Academy buildings to the standards stated and which can be reasonably inferred from the requirements included in these documents. Day to day cleaning (as opposed to the periodic or holiday cleaning) shall be carried out during the hours stated which will generally be in the afternoon and evening Monday to Friday during term time.

Other cleaning Services shall be carried out on agreed dates or during agreed periods.

The Contractor shall take account of operations which may be continuing for all or part of the time that the cleaning Services are being provided and shall be run so as to cause no undue disturbance to, nor interference with the School's operations.

The Contractor shall comply with the School's security arrangements for the site.

The Services shall be provided for 45 weeks of the year for 5 days each week (Monday to Friday). Please note that if a cleaner is absent from work during term time or break time on a working day the company must provide a credit note to cover the absence; the Academy will not accept 'cover cleaners' to cover absences.

Working weeks required during Academy breaks: -

- 1. Spring Breaks
 - a. Half Term (One week) –ALL Cleaners are required during this break.
 - b. Easter Holiday (2 weeks) –cleaners are required for one week only, the last week of the break.

2. Summer Break

a. Half Term May (one week) – ALL Cleaners are required during this break.

b. Summer Holiday (6 weeks) All Cleaners are required only during the last 2 weeks of the holiday (last 2 weeks of August).

- 4. Autumn Breaks
 - a. Half-Term October (2 weeks) All Cleaners required during the second week.
 - b. Christmas Holiday December (2 weeks) All Cleaners required during the second week.

The Contractor shall devise an efficient and effective cleaning service programme for the Academy. This shall be clearly explained to the Operations Director, in writing if need be, taking account of any matters raised by the Academy staff in so far as they are compatible with the requirements of the documents. The Contractor shall manage the Services in order to meet the required cleaning standards and the other requirements of these documents adapting the Services from time to time to suit reasonable variations in the Academy operations, alterations to floor layouts within the



existing buildings, alterations to furniture layout and the installing of additional furniture and fittings.

Staffing

The Contractor shall at all times employ, provide and supervise sufficient suitably trained and/or experienced management and cleaning staff to provide the Services on every day that it is required. The staff shall be made aware of and comply with the requirements of the Academy, inter alia, the operations taking place, security and similar requirements.

All staff employed shall be required to hold a valid DBS (enhanced level) certificate. In addition, Barred Lists checks shall be undertaken where a member of staff is undertaking a "Regulated Activity" as defined in the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012.

Cleaning staff shall at all times wear badges, tabards or other suitable clothing clearly and consistently identifying them as employees of the Contractor. Such badges, tabards or clothing shall be kept clean and the identification kept legible and shall be replaced when worn, torn, damaged or become un-presentable for whatever reason.

The Contractor shall ensure that all staff positions are covered by suitable personnel (with enhanced DBS clearance with Barred Lists checks where appropriate) in the event of the absence of their staff due to sickness, holidays or for other reasons.

Management

The Contractor shall be required to nominate a Regional Manager(s) who shall be responsible for managing all aspects of the Agreement and shall not be changed or removed by the Contractor without prior consultation with the Academy. On-Site the contractor will be responsible for day to day supervision and operational issues, and the Regional Manager shall be responsible for representing the Contractor, and managing the Academy account at a more strategic level and at regular (termly) review meetings.

Objectives

The Contractor shall provide a comprehensive cleaning service to the Academy so as to promote a clean, healthy and safe environment which presents a positive image to all users and visitors. The Academy must at all times meet health, safety and environmental standards appropriate to its use.

The Services must be provided so as not to interrupt the routine of the Site and therefore shall be provided in accordance with the Site access times, unless otherwise agreed in writing with the Operations Director.

The Contractor shall ensure that sufficient staff resources are available to attend the Site on each and every day that Services are required.



The Contractor shall provide all cleaning and Janitorial Consumables required taking due regard of environmental issues and waste management requirements which, for the avoidance of doubt, may include but is not limited to the following: -

• Medium Duty White Sacks for internal bins

The Contractor shall ensure that any defects identified during the course of cleaning duties are recorded via the communications procedure for corrective action unless remedial action has already been taken.

8. KEY PERFORMANCE INDICATORS

Indicators

- a. Daily service reports On-Site
- b. Weekly review of information from communications procedure
- c. Monthly review of failures to meet Specification (if applicable)
- d. Monthly review of complaints received
- e. Monthly report on quality audit
- f. Continuous health, safety and COSHH assessments and maintenance
- g. Continuous review and monitoring of environmental issues, in particular proportion of environmentally friendly Consumables being used.

The Contractor may propose additional key performance indicators with its Tender.

Objectives of key performance indicators

The provision of these key performance indicators will assist the area manager and Academy Operations director in the effective monitoring of the Agreement and will provide evidence that the Contractor is, or is not, meeting the requirements of the Specification.

There is a responsibility upon both the Operations Director and the Contractor to agree how these key performance indicators will be utilised in the monitoring process and to agree any further performance indicators (in addition to those identified above), set standards, determine and action progress monitoring methods and to take corrective action as required.

Management Information Reports and Quarterly Review

The Contractor shall be required to supply Management Information Reports on a monthly basis detailing performance against Key Performance Indicators. The reports shall be submitted by email to Operations Director and shall form the basis of monthly review meetings which the Area Manager shall attend.

Complaints & Communications Procedures

Complaints procedure

The Contractor shall establish a complaints procedure, which shall be agreed with the Academy Operations Director. The procedure shall enable the Operations Director to forward a complaint to the Contractor and record the action and timescale for its resolution. The level of complaints and



efficiency by which they are resolved shall form part of the key performance indicators and shall be reviewed on a regular basis.

9. SERVICE SPECIFICATION

General requirements

The Contractor shall be expected to regularly move light items to facilitate cleaning, such as items on window ledges and easily moveable furniture such as chairs and furniture on wheels and to correctly replace furniture on completion.

The Contractor shall provide and use at all times appropriate signage indicating wet floors and similar hazards.

All surfaces shall be kept free of spot marks, graffiti and chewing gum. The Contractor shall arrange for removal as soon as possible utilising, where necessary, specialist equipment.

Contractors should satisfy themselves as to the extent of different hard flooring when they visit premises for tendering purposes.

Where appropriate floors should be treated according to manufacturer's instructions.

Where loose carpets or rugs are laid, they should be lifted, the floor treated as per the specification and then they should be replaced.

On completion of vacuuming, sweeping or mopping the entire floor area should be free from dust, stains, refuse particles, litter, fluff, soil and spillages.

On completion of wiping, dusting or cleaning, all surfaces should be free from stains, spillages, finger marks, smudges and splashes.

10. PRICING

The Prices detailed below shall remain fixed throughout the 12 months' period from 15 August 2024 to 15 August 2025. All prices exclude VAT.

Building	Price for provision of cleaning services £GBP	Total £GBP
The Archbishop Lanfranc Academy		

Name:	
Position:	
Company:	

Email:		
Telephone:		
Address:		
Signature:	 Date	

11. CLEANING AGREEMENT

I/We, the undersigned, having examined the Conditions of Contract, Specification and all other Tender Documents, hereby offer to undertake the services required, in accordance with the tender documents for prices detailed in the Pricing Schedule.

I/We understand that the Academy is not bound to accept the lowest or any tender received.

This tender remains open for acceptance for 120 days from the date fixed for the submission of tenders in the Invitation to Tender.

I/We agree that the essence of selective tendering is that the Academy shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, I/we warrant that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the price tendered by, or under or in accordance with any agreement or arrangement with any other tenderer. I/ We furthermore warrant that no approaches have been made to any other tenderers for the purpose of obtaining or influencing their tender prices or any other details of their bid. I/ We also warrant that I/we have not and will not before the award of any contract for the work:

(a) communicate to any person other than the School the amount or approximate amount of the tender or proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

(b) enter into any agreement or arrangement with any person that they shall refrain from tendering, or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;

(c) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work, any act or thing of the sort described at (a) or (b) above.

I/ We understand that should we directly or indirectly canvass any member or official of the Academy concerning the award of the contract for the provision of the Services, or directly or indirectly obtain or attempt to obtain information from any such member or official concerning any other tender for Services, I/ we will be disqualified. I/ We further understand that if discovery occurs after the award of the contract, the School shall then be entitled to summarily terminate the contract.



Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

Name:	
Position:	
Company:	
Email:	
Telephone:	
Address:	
Signature:	 Date