

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Fuel Cache	
Solicitation No. - N° de l'invitation A7221-110577/A	Date 2012-03-09
Client Reference No. - N° de référence du client A7221-11-0577	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-206-9332	
File No. - N° de dossier EDM-1-34805 (206)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-21	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Peters, Brent	Buyer Id - Id de l'acheteur edm206
Telephone No. - N° de téléphone (780) 497-3668 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA NAO BELLANCA BLDG,DG NWT REGION BOX 1500, 4914-50TH ST YELLOWKNIFE NORTHWEST TERRITORIES X1A2R3 CANADA	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

**DRUMMED AVIATION JET FUEL
FOR
ABORIGINAL AFFAIRS AND NORTHERN DEVELOPMENT CANADA**

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

This requirement is detailed under Article 2 of the resulting contract clauses.

3. Set-aside Under the Federal Government's Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business. This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses. Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

4. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

5. Comprehensive Land Claims Agreements

This procurement is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

PART 3 - BID PREPARATION INSTRUCTIONS**1. Bid Preparation Instructions**

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

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

Each bid received will be evaluated in relation to the minimum specifications contained in Annex A. Failure to meet any of the mandatory criteria listed at the bid closing will render the submission non-responsive and it will be given no further consideration.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price. For each item, the firm unit price will be multiplied by its respective quantity to determine an extended price. The extended price for each item will be summed to determine the total evaluated price.

1.3 Aboriginal Opportunities Considerations

A qualified bidder has the opportunity to receive a percentage deduction from the amount of their financial bid through the provision of aboriginal involvement in their proposal. A reduction of up to 5% may be applied to the total assessed offer price (for evaluation purposes only) based on the provision of proof that their organization meets the criteria listed in Annex C - Aboriginal Opportunities Considerations.

2. Basis of Selection - Mandatory Technical Criteria

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ☐ has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

- ☐ the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

1.2.1. SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

1.3 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in *Annex 9.4*, Requirements for the Set-aside Program for Aboriginal Business, of the *Supply Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual>).
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - a. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - b. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - a. ☐ The Aboriginal business has fewer than six full-time employees.

OR

 - b. ☐ The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request from Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

1.4 Owner/Employee Certification - Set-aside for Aboriginal Business

To be completed only if the Aboriginal Business has identified itself as having six or more full-time employees as indicated in Section 1.3 above (copy on additional pages if necessary).

The Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before March 26, 2012.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Brent Peters
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Western Region
5th Floor, Telus Plaza North
10025 Jasper Avenue
Edmonton, AB T5J 1S6

Telephone: 780-497-3668
Facsimile: 780-497-3510
E-mail: Brent.Peters@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is: *(will be released at contract award)*

Name:

Title:

Organization:

Address:

Telephone :

Facsimile:

E-mail:

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

5.3 Contractor's Representative

(To be completed by the bidder at time of bid submission)

Name: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be a firm price, as specified in Annex B for a cost of \$ _____ (*inserted at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16)

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12)

6.4 SACC Manual Clauses

A3000C (2011-05-16), Aboriginal Business Certification

A3060C (2008-05-12), Canadian Content Certification

B7500C (2006-06-16), Excess Goods

G1005C (2008-05-12), Insurance

7. Invoicing Instructions

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.

8. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Northwest Territories.

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2012-03-02), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*inserted at time of contract award*).

ANNEX A - REQUIREMENT

Aboriginal Affairs and Northern Development Canada has a requirement for the supply and delivery of 126 drums (each containing 205 litres) of Jet A-1 aviation fuel to be delivered to Norman Wells, Northwest Territories.

Delivery is mandatory to be no later than March 26, 2012. Please confirm your response below:

Meet Delivery Requirement: _____(yes) _____(no)

Instructions to Bidders:

- Bidders must address any concerns with the Minimum Specifications listed below in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal.
- Indicate where in the proposal that the product offered addresses each item.
- In the case where no documentation is available, the bidder may mark "Not Available".
- The bidder must sign below certifying that the product offered meets the minimum performance specification requested.
- Where no such information is available, the bidder may describe how that specification is met.

Minimum Specifications:

Item	Description	Cross-reference to attached supporting documentation (i.e. brochure, spec. sheet)
1	<ul style="list-style-type: none"> • Fuel, aviation, Jet A-1, as per Canadian General Standards Board Spec. #CAN/CGSB-3.23-2009, in 205 litre drums. No anti-icing additive required. Drums to be sealed and labelled with identification "NTGO 867-669-2636". Fuel must not expire before October 2012. 	

Product offered in bid: _____

By signing below, the Bidder certifies that the product offered above meets the Minimum Specifications described above for each item:

Signature

Date

Bids which do not meet all of the Minimum Specifications listed above will be deemed non-compliant and given no further consideration.

If, upon delivery and acceptance, the product is found to not meet the Minimum Specifications, the product will be returned at the supplier's expense and the Contract will be terminated for default.

ANNEX B - BASIS OF PAYMENT

- Firm Unit Prices are FOB Destination and include all delivery charges to the location below.
- Firm Unit Prices do not include GST/HST. GST/HST (if applicable) will be added as a separate line item to any invoice issued as a result of a Contract.
- Firm unit prices must be in Canadian Dollars including delivery and all other associated costs of delivery.

Delivery to: Aboriginal Affairs and Northern Development Canada
 C/o Matco Transportation Systems
 #1 Junkers Road
 Norman Wells, Northwest Territories X0E 0V0

Item	Quantity & Unit of Issue	Firm Unit Price	Extended Price
Fuel, aviation, Jet A-1 • As per the Minimum Specifications outlined in Annex A	126 Drums	\$_____	\$_____
Drum Charge (refundable upon return of drums)	126 Drums	\$_____	\$_____
Delivery FOB Destination	1 Lot	\$_____	\$_____
TOTAL EVALUATED PRICE			\$_____

ANNEX C - ABORIGINAL OPPORTUNITIES CONSIDERATIONS (COMPLETE ONLY IF APPLICABLE)

The following percentage reductions in the evaluated bid price (for evaluation purpose only) allow qualified Sahtu Dene and Metis firms to provide a guarantee of aboriginal benefits.

In order to comply with the requirements of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, the qualified Sahtu Dene firm shall check all of the following which apply:

1. () The existence of head office or administrative office or other facilities located within the Sahtu Settlement Area. Please provide details: _____

2. () The employment of participant's labour, engagement of participant's professional services, or use of supplier that are participants or qualified Sahtu Dene and Metis firms in carrying out the contract. Please provide details: _____

3 () The undertaking of commitments, under the contract, with respect to on-the-job-training or skills development for the participants. Please provide details: _____

For the purpose of interpretation, "qualified Sahtu Dene and Metis firm" means an entity which complies with the legal requirements to carry on a business in the Sahtu Settlement Area and which is a limited company with at least 51% of the company's voting shares beneficially owned by participants, or is a cooperative controlled by participants, or is a participants' sole proprietorship or partnership.

For the purpose of interpretation, "participant" means an a person who is enrolled in the Enrollment Register pursuant to chapter 4 of the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

Signature: _____

Date: _____

SAHTU DENE AND METIS - ABORIGINAL BENEFITS PLAN	% Reduction Available	% Reduction Granted
The existence of head office or administrative office or other facilities located within the Sahtu Settlement Area.	2	
The employment of participant's labour, engagement of participant's professional services, or use of supplier that are participants or qualified Sahtu Dene and Metis firms in carrying out the contract.	2	
The undertaking of commitments, under the contract, with respect to on-the-job-training or skills development for the participants.	1	
MAXIMUM TOTAL % REDUCTION AVAILABLE	5	