

February 19, 2025

WCCCD NATURAL GAS COMMODITY AND TRANSPORTATION PROJECT

Wayne County Community College District is hosting a Mandatory Invitational Pre-Bid Conference and Walk-Through on Friday, February 28, 2025 at 11:00 a.m. The District is inviting your company to attend and is soliciting bids from qualified firms for the purchase of Natural Gas Commodity and Transportation for the District Wide locations as specified. The District plan to award a contract for such services for a three (3) year term with three (3) one (1) year options.

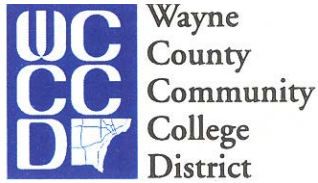
Bidders will submit three (3) hard copies of your Bid Proposal via U.S. mail, FEDEX, UPS, or hand delivered on Wednesday, March 26, 2025 at 3:00 p.m.

If you need further assistance please call 313-496-2554.

We look forward to your Company representation in this bidding process.

Sincerely,

Samson Kobbah, II
Sr. Buyer, Purchasing Department



**REQUEST FOR PROPOSAL
BID NUMBER
001790**

Wayne County Community College District is seeking proposals from qualified contractors for **“WCCCD NATURAL GAS COMMODITY AND TRANSPORTATION PROJECT.”**

1. GENERAL INSTRUCTIONS

Below are General Instructions for responding to RFP #001790 WCCCD Natural Gas Commodity and Transportation. Additional and more detailed instructions are also included in sections below and attached.

2. PRE-BID MEETING

There will be a Mandatory Pre-Bid meeting for this RFP #001790 on Friday, February 28, 2025 at 11:00 a.m. at the below location:

**Curtis L. Ivery District OFFICE
Purchasing Department – 4th Floor
801 W. Fort Street Detroit, MI 48226**

IMPORTANT: Your Company is responsible for knowing of any changes or modifications to the Bid Proposal. **Bids, which do not meet the specifications will be rejected.**

FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED

Bids will be received by:

**Wayne County Community College District
ATTN: Samson Kobbah, II
Curtis L. Ivery District OFFICE
Purchasing Department – 4th Floor
801 W. Fort Street Detroit, MI 48226
Voice: (313) 496-2554 / fax: (313) 961-7693**

FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED

Potential bidders may submit written questions or request for clarifications in writing. The deadline for receipt of all questions will be Wednesday, March 12, 2025 at 12:00 Noon. Email all Questions to: Samson Kobbah, II at skobba1@wcccd.edu

The deadline for receipt of proposals is Wednesday, March 26, 2025 at 3:00 p.m. At that time, the bids will be opened publicly. Indicate on the outside of your (SEALED) envelope your company name, the Bid Number, project name and the deadline.

Information required from Bidders: *(NOTE: Items 1 through 10 are required and mandatory for all bids.)*

Please return the following with your submission:

1. Proposal page(s), complete with authorized signature
2. Proof of three (3) years in business
3. Proof of business insurance
4. References (a minimum of three)
5. Addendum to Independent Contractor Agreement (supplied by the College)
6. Financial Statement (required only if your bid is \$50,000.00 or more.)
7. Bid Guarantee (required only if your bid is \$50,000.00 or more.)
8. Rate Optimization Page
9. Pricing Sheet (in a sealed envelope)

REQUIREMENTS IN DETAIL

1) PROPOSAL PAGE

Your bid proposal **must** be submitted on 8.5" x 11" paper; you may submit supporting documentation, etc. but the College reserves the right to dispose of said support (covers, oversize envelopes, etc.) at the completion of the bid.

2) PROOF OF THREE YEARS IN BUSINESS

Any company submitting a bid must show proof of being in business for at least three (3) years. The proof of three years in business must be supplied by the company submitting the bid and cannot be submitted by an umbrella company or a company previously operated by the principle agents. Proof of 3 years in business can be a copy of a three year old document bearing the company" name. These documents may include; Articles of Incorporation, bank statement, licenses, telephone bill, etc.

3) PROOF OF BUSINESS INSURANCE

Your company must be insured and possess the proper amounts of liability, workman's compensation, auto, etc., required by law. Please include a copy of your certificate with your bid. The contractor must be licensed to do business in the State of Michigan. The contractor's insurer must be one which is acceptable to the College. Insurance must be kept in force for the term of the contract; the retro-date must stay the same.

4) REFERENCES

References shall consist of a minimum list of clients (three) presently serviced by your company, for whom you perform the same or similar service(s), and a contact person with current phone number at each establishment.

5) ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

This document, supplied by the College, is required with most bids. This states that the contractor and employees including subcontractors **are not** employees of the College.

6) FINANCIAL STATEMENT – *Must be submitted with BIDS OF \$50,000.00 OR MORE.* A financial statement covering the latest complete business cycle is required.

7) BID GUARANTEE

A certified check, bank cashier's check or bid bond equal to **five percent (5%)** of your total base bid is required for each bid; the items should be made payable to **Wayne County Community College District**. A bid bond shall be issued by a bonding company licensed to transact business in the locality.

The successful bidder's bid guarantee will be retained until he has entered into a contract with the College. The College reserves the right to hold the bid guarantee of the next two bidders until the successful bidder has entered into a contract with the College, or for a period of sixty (60) days, whichever time elapses first. Bid guarantees of all other bidders will be returned to them as soon as possible after the bid opening.

Should a bidder fail to enter into a contract with the College within ten (10) days, after his bid is accepted, his bid guarantee will be **forfeited** to the College as liquidated damages but not as a penalty.

A performance Bond and Labor and Material Bond for (100%) of the contract may be required for construction projects.

7) CONTRACT

Each bid must include the attached Contract, approved by an authorized representative of the bidder, indicating the bidder's agreement to the terms. Bidder may also include its standard contract terms, if any, which, if acceptable to the District, shall be attached and incorporated into the Contract, provided that the term of the Contract shall prevail in the case of conflict with the bidder's standard contract term. The District reserves the right to not select any bid which is conditioned on a standard contract with provisions unacceptable to the District.

8) PRICING SHEET

Complete the Pricing Sheet and include in a separate sealed envelope with the following information written on the outside: Bid Number, Company Name and Contract Information.

- Natural Gas pricing is based on the Gas Daily, Monthly Contract Index, Market Centers, Upper Midwest "DTE Gas".
- Distribution rates can be at a fixed dollar amount, Tariff rate, or an adjustment to a standard published rate.
- The combined Furnishing and Distribution Rate is based on a combination of rates.

OTHER INFORMATION

ADDENDA

Addenda will be mailed, faxed or delivered to all who are known by WCCCD to have a complete set of bid documents. No addenda will be issued later than ten (10) hours prior to the bid opening date except for addenda withdrawing the bid or postponing the bid opening date.

EXPLANATION OF BID DOCUMENTS

Any bidders requesting clarifications or corrections to bid documents must put their requests in writing via an email or fax # 313-961-7693 to WCCCD Purchasing Department, Mr. Samson Kobbah, II Email: skobba1@wcccd.edu **All questions must be received by Wednesday, March 12, 2025 at 12:00 Noon.**

BIDS EXCEEDING \$50,000.00

If the combined total of your bid on this package is \$50,000.00 or above, it is **MANDATORY** that all information requested in the previous section titled “Information Required from Bidders” be included in your bid package at the time of the bid opening to insure that your bid be considered.

WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the hour set for the bid opening. No bid may be withdrawn or modified later than the time set for opening unless and until the award of contract is delayed for a period exceeding sixty (60) days.

SUBMISSION OF FORMS

Proposals must be submitted on forms furnished by the College (if provided); forms may be requested in duplicate. Attachment(s) may be made to clarify or supplement the College form(s). Please note that outsized attachments and other supplemental submissions may be disposed of at the completion of the bid process.

TERMS

The College’s payment terms are net 30, unless otherwise negotiated

ACCEPTANCE OF BID PROPOSAL(S)

The College reserves the right to reject any or all bids; the College may waive any informalities or irregularities in bid proposals submitted during the bidding process. The College also reserves the right to award the contract to other than the low bidder.

Sealed bids may be submitted prior to the closing date in an envelope clearly marked with the **company name, bid number, title of the project and the date and time it is due**. The College accepts no responsibility for bids, which do not meet the deadline because they were improperly labeled.

“LOWEST RESPONSIBLE BIDDER”

The lowest responsible bidder shall be based upon the following criteria: (1) purchase price; (2) the reputation of the vendor and of the vendor’s goods or services; (3) the quality of the vendor’s goods or services; (4) adequate financial resources for performance; (5) the extent to which the goods or services meet the College’s needs; (6) the vendor’s past relationship with the College; (7) adequate experience, organization and technical qualifications, skills and facilities; (8) ability to comply with the required timeline for delivery of services or goods; (9) a satisfactory record of integrity, judgment and performance; (10) submission of complete bid requirement.

ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

This will confirm that I have informed Wayne County Community College District that I meet the four basic tests used by the General Accounting Office to determine whether a true separate business entity exists which permits the College to engage me as an independent contractor.

Those four basic tests are:

- 1. I have a principal place of business other than furnished by the College. I understand that a home does not qualify as a separate place of business unless it qualifies as a deduction of certain expenses in connection with business use of the home.**
- 2. I maintain a separate set of books and records that reflect all items of income and expenses at my business.**
- 3. I have the risk of suffering a loss as well as the opportunity of making a profit, and;**
- 4. I hold myself out in my own name / Company name as self-employed and make my services generally available to the public.**

In addition to meeting the above basic tests, I have read and understand the twenty-factor test set forth by the Internal Revenue Service at Rev Rul 87-41, 1987 which is used to determine whether an individual is an independent contractor, I generally meet the requirements, and hereby certify to Wayne County Community College District (WCCCD) that I am an independent contractor in accordance with the Internal Revenue Service twenty-factor test included therein.

Name of Independent Contractor

Name of Firm (if applicable)

Employer Identification Number

Date

Wayne County Community College District
Request for Proposal #001790
“WCCCD NATURAL GAS COMMODITY AND TRANSPORTATION PROJECT.”

SCOPE OF WORK & SPECIFICATIONS

A. General

The successful Bidder shall be responsible for the purchase of and the transportation of or arranging for the transportation and delivery of natural gas to the District Locations identified below. The Bidder shall furnish all labor, equipment, materials, tools and incidentals to supply and deliver gas to the local distribution company or the actual building location, based on award. Additional sites may be added or subtracted based on District requirements. The Bidder shall be responsible for adjusting quantities in accordance with these requirements.

The Bidder shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified by the District. These records shall be made available upon request by the District or its designees during the contract period and any extension thereof, and for three years for the expiration and final payment on the Contract.

The Bidder shall provide the District with electronic MS Excel compatible file providing invoice details for all accounts on a monthly basis. These reports shall include at a minimum the following information: Name of Location, Service Address, Meter Number, DTE GAS/DTE Account Number, Read Type (actual or estimated), Read Start Date, Read End Date, Natural Gas Usage, Commodity Cost, Distribution Cost, Late Fees, Other Fees, and other information as requested by the District and reasonably obtained charges by Bidder.

The Bidder shall provide consolidated invoicing to the District that includes a Summary of Charges by Account, followed by detailed charges per account.

B. Location and Historical Values and Rates

The following is a listing of the District Locations for this Request for Proposal (RFP) that have included in the GS-1, Rate S, and ST-1 rate as developed by the DTE Gas rate schedules. Upon successful award and approval of the Contract, these accounts will be transferred to the successful bidder for the purchase of natural gas commodity and transportation.

WCCCD HISTORICAL ANNUAL VOLUMES (CCF) BY LOCATION					
	Total Site				Current
Location	Annual Value (CCF)	Address (es)	City	Meter Number	Rate
NORTHWEST		8200 W Outer Drive	Detroit	7714381	ST-1
		18075 Curtis		1481487	ST-1
		18353 Curtis		1085468	ST-1
				1304336	ST-1
				1304332	ST-1
				1307377	Residential
	Total Site				Current
Location	Annual Value (CCF)	Address (es)	City	Meter Number	Rate
University Center		19191 Vernier	Harper Woods	8262088	GS-1
				7380288	GS-1
	Total Site				Current
Location	Annual Value (CCF)	Address (es)	City	Meter Number	Rate
Ted Scott		9675	Belleville	0793471	GS-1
		9555		0202290	GS-1
				0793596	GS-1
	Total Site				Current
Location	Annual Value (CCF)	Address (es)	City	Meter Number	Rate
Eastern		5901 Conner	Detroit	102397	S Rate
		5901 St. Jean		8063958	S Rate
	Total Site				Current
Location	Annual Value (CCF)	Address (es)	City	Meter Number	Rate
Downriver		21000 Northline	Taylor	7714649	ST-1
				9300206	ST-1
	Total Site				Current

Location	Annual Value (CCF)	Address (es)	City	Meter Number	Rate
Downtown		1001 W Fort St.	Detroit	1285423	GS-1
	Total Site				Current
Location	Annual Value (CCF)	Address (es)	City	Meter Number	Rate
Admin. Bldg.		801 W Fort Street	Detroit	1285427	GS-1

C. Price

The Bidder’s price includes all cost associated with either: (1) the transportation of gas to the DTE City Gate (Basis Cost) including shrinkage, fuel retainage losses, GRI surcharge, Gross Receipt Tax (GRT), custom duties and charges; or (2) the final delivery of Gas to the individual District Locations. The discount or pricing shall be firm and fixed for both commodity and basis charge.

D. Contract Term and District’s Renewal Option

The Bidder shall agree to a three (3) year term with three (3) one (1) year renewal options at the discretion of the District. The District must provide notice of renewal prior to 60 days of the termination of the initial term of any renewal term.

E. Estimated Gas Volume and Quantities

The District provides the estimated gas volume and quantities along with the District Locations for information purposes. The estimates are not guarantees of volume of quantities and the District reserves the right to terminate or add locations during the term of the Contract or any renewal thereof.

F. Emergency Purchasing

In the event that a disaster emergency is declared by the Executive Order under Section 28 of Article 2-b of the Executive Law, or that the commissioner determines pursuant to their authority under Section 163 (10) (b) of the State Finance Law that an emergency exists requiring the prompt and immediate deliveries of commodities or services, the Commissioner reserves the right to obtain such commodities or services from any sources, including but not limited to the Contract.

G. Delivery Pressure

The gas purchased by the District shall be delivered for the account of the District at a pressure sufficient to effect the delivery into the pipeline facilities of the transporter.

H. Natural Gas Quality

All gas delivered to the local distribution company's city gate shall have a total heating value of not less than 967 BTU per cubic foot and not more than 1100 BTU per cubic foot. The gas delivery to the local distribution company's city gate shall be commercially free from objectionable doors, dust or other solid or liquid matters which might interfere with the merchantability of the gas or result in injury to or interference with the proper operation of the lines, controls, meters, regulators, or auxiliaries through which gas flows. The gas supplied to the local distribution company's city gate shall not contain any active bacteria or bacterial agent capable of contributing or causing operation problems. The gas delivered to the local distribution company's city gate shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is delivered and shall not contain al hydrocarbons which might condense to free liquids under normal conditions in the local company's pipelines and shall not contain more than seven pound of water in vapor phase per one million cubic feet. The gas delivered at the primary point of delivery shall be commercially free of gum, gum – forming constituents' gasoline and other solid and/or liquid matter that may become separated from the gas during transportation thereof and shall conform to the quality specifications included in the interstate transporter's tariff as approved by the Federal Energy Regulatory Commission (FERC) and/or those required by the delivering pipelines.

I. Nominations

Natural gas will be delivered on a continuous basis based on the volumes nominated starting no later than the first day of each month. Deliveries will start on the first day of the month to allow for complete month's billing. The Bidder shall notify the affected LDC of the switch to transport gas as required by the LDC's tariff schedule. The District shall pay for volumes of gas which are delivered to agency, subject to the subject to the Force Majeure Clause listed herein.

J. Interruptions

If the District nominates gas and any available pipeline is flowing supply, the Bidder is expected to supply gas for the entire month and end-user is required to burn gas for the entire month. Bidder is expected to deliver gas at all times. Should interruption occur, the Bidder is require to provide to the District with satisfactory justification, including written documentation from pipeline suppliers or LDC, which clearly describes details of the interruption. Bidder shall be responsible for notifying the District in writing, in writing of any interruptions in service including detailed reasons and actions taken to rectify. Failure to notify the CPS in writing within 24 hours shall be sufficient jurisdiction for the District to apply charge-back penalties. Such notification must be issued by the pipeline in question and must indicate a name, number and location of the station where interruptions take place. If gas flows after the Bidder notifies the District, the Bidder shall notify the District and the LDC within 12 hours of resumption of service. Bidder will be liable for any penalties caused by the Vendor's failure to inform customer and LDC is applicable, of lifting interruption.

K. Force Majeure

The term force majeure is employed by the specification shall mean acts of God, strikes, lockouts or industrial dispute or disturbances, civil disturbances, arrests and restraints from rules or people, interruption by government or court orders, present and future valid orders of any regulatory body having proper jurisdiction, acts or public enemy, wars, riots, blockades,

insurrections, inability to secure or a delay in securing labor or materials, including delay in securing or inability to secure materials by reasons of allocations promulgated by authorized governmental agencies, epidemics, landslides, lighting, earthquakes, fires, storms, floods, explosions, washouts, breakage or freezing of pipe or plants, obtain easements or right-of-way, the making of repairs or alterations to lines of pipes or plants, mechanical breakdowns of either parties' facilities, the failure of any local distribution company to accept gas supply or any other cause, whether the kind enumerated above or otherwise so long as the causes are not reasonably within the control of the party claiming "force Majeure". **The Force majeure shall, so far as possible, be remedied with a reasonable dispatch.** The settlement of strikes, lockouts or industrial disputes or disturbances shall be entirely within the discretion of the party having the difficulty and the above requirement that any "force majeure" shall, or so far as possible be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or industrial disputes or disturbances by acceding to the demands of any opposing party therein when such course is inadvisable in the discretion of the parties having the difficulty.

L. Technical Assistance Provided by the Bidder

The Bidder will:

1. Make monthly nominations of gas and provide written confirmation of the volume nomination to the District. The District reserves the right to change the nomination at any time of the month.
2. Take the necessary action to avoid or minimize penalties. The Bidder shall pay any penalties levied, or the extra cost to use LDC replacement gas, due to imbalance or volume management error attributable to the Bidder resulting from non-compliance by the Bidder with any or future regulations or contracts.
3. Provide volume balance management and monitor volumes use.
4. The Bidder, if applicable, shall assist in verifying monthly invoices from the LDC, gas supplies and transporters. Prices and accuracy shall be checked for accuracy and the discrepancies reconciled.
5. Provide a reasonable amount of training in natural gas procurement scheduled through the District.
6. Supply monthly reports to the District of the nominated amounts, banked amounts, Gas Daily Index costing and contracted costing.
7. Finish and annual report of the District which states:
 - A summary analysis of the year
 - Comparison of the cost of gas had been purchased from the local gas company, using other price indices, other transportation routes, or alternative methods fixing margins.
8. Provide electronic MS Excel compatible files providing invoices details for all accounts on a monthly basic. These reports shall include at a minimum the following information: Name of School, Service Address, Meter Number, DTE Account Number, Read Type (actual or estimated), Read Start Date, Read End Date, Natural Gas Usage, Commodity Cost, Distribution Cost, Late Fees, Other Fees, and other information as requested by the District and reasonably obtained by the Bidder.
9. Provide consolidated invoicing to the District that includes a summary of charges by account, followed by detailed charges per account.
10. Provide mechanisms for the District to pre-purchase up to 70% of estimated volumes.

Wayne County Community College District
Request for Proposal #001790
“WCCCD NATURAL GAS COMMODITY AND TRANSPORTATION PROJECT.”

PROPOSAL PAGE

Insert Company Name _____

Company Address _____

City _____ State _____ Zip Code _____

Authorized Company Signature _____

Print Name _____

Title _____

Phone number _____

Fax Number _____

Email Address: _____

GRAND TOTAL \$ _____
(Grand Total for Entire Project Area)

Wayne County Community College District
Request for Proposal #001790
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RATE OPTIMIZATION PAGE

Rate Optimization Recommendations			
Location	Meter Number	Current Rate	Recommended New Rate
Northwest	7714381	ST-1	
Northwest	1481487	ST-1	
Northwest	1085468	ST-1	
Northwest	1304336	ST-1	
Northwest	1304332	ST-1	
Northwest	1307377	Residential	
University Center	8262088	GS -1	
University Center	7380288	GS-1	
Ted Scott (Western)	0793471	GS-1	
Ted Scott (Western)	0202290	GS-1	
Ted Scott (Western)	0793596	GS-1	
Eastern	102397	S Rate	
Eastern	8063958	S Rate	
Downriver	7714649	ST-1	
Downriver	9300206	ST-1	
CLI Downtown	1285432	GS-1	
CLI Central Admin.	1285432	GS-1	

Wayne County Community College District
Request for Proposal #001790
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Pricing sheet

RATES GS-1 Accounts			
SCHEDULE	EST. ANNUAL QUANTITU MMBTU	FEE STRUCTURE	EXTENDED TOTAL
		Adjustment to Gas Daily Index Rate in Cents Per MMBTU – <u>Provide List</u>	Total Cost over Index Price
Commodity Pricing: Adjustment to the Gas Daily Index per in cents Per MMBTU			
		Percentage Discount From applicable DTE Rate	Total Percentage Discount
Distribution Pricing: Discount as a percentage Of the applicable DTE Rate.			
RATE S Accounts			
SCHEDULE	EST. ANNUAL QUANTITU MMBTU	FEE STRUCTURE	EXTENDED TOTAL
		Percentage Discount From applicable DTE Rate	Total Cost over Index Price
Commodity Pricing: Adjustment to the Gas Daily Index per in cents Per MMBTU			
		Percentage Discount From applicable DTE Rate	Total Percentage Discount
Distribution Pricing: Discount as a percentage Of the applicable DTE Rate			
RATE ST-1 Account			
SCHEDULE	EST. ANNUAL QUANTITU MMBTU	FEE STRUCTURE	EXTENDED TOTAL
		Percentage Discount From applicable DTE Rate	Total Cost over Index Price
Commodity Pricing: Adjustment to the Gas Daily Index per in cents Per MMBTU			

		Percentage Discount From applicable DTE Rate	Total Percentage Discount
Commodity Pricing: Adjustment to the Gas Daily Index per in cents Per MMBTU			

2023-2024 FY Total Symmetry Expense

	Total Cost by Month	Total Usage by Month
July	\$ -	-
August	\$ -	-
September	\$ 470.69	1,800.00
October	\$ 3,441.51	14,689.00
November	\$ 11,817.00	44,742.00
December	\$ 17,432.92	60,532.00
January	\$ 24,237.89	76,670.00
February	\$ 18,510.69	70,347.00
March	\$ 9,026.65	-
April	\$ 6,863.84	31,023.00
May	\$ 4,618.38	-
June	\$ 337.85	-
	\$ 96,757.42	299,803.00

WORK WILL BE PERFORMED AT THE FOLLOWING COLLEGE LOCATIONS

- 1. Curtis L. Ivery Administration Building**
Ms. Shatha Nasser – Facility Director – 313-570-9155
801 W Fort Street
Detroit, MI 48223

- 2. Curtis L. Ivery Downtown Campus / C.L.I Health and Wellness Education Center**
Mr. Ron Offeh – Facility Director – 313-617-5078
1001 W. Fort Street
Detroit, MI 48226

- 3. WCCCD Downriver Campus/MIPSE/Millennium House**
Mr. Gordon Spence – Facility Director 248-797-4346
21000 Northline Road
Taylor, MI 48180

- 4. Ted Scott Campus**
Mr. Gordon Spence – Facility Director 248-797-4346
9555 Haggerty Road
Belleville, MI 48111

- 5. WCCCD Eastern Campus**
Mr. Senad Livadic – 313-600-0782
5901 Conner
Detroit, MI 48213

- 6. Mary Ellen Stempfle University Center**
Mr. Eric Smith – Facility Director 313-574-6592
19305 Vernier Road
Harper Woods, MI 48225

- 7. WCCCD Northwest Campus**
Mr. Amer Korkis – Facility Director: 586-804-2655
8200 W. Outer Drive
Detroit, MI 48219

