



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
FUEL10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/13/2009				

BID OPENING DATE: 03/19/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1. FUEL10 SPECIFICATION REVISED 03/13/09, 7 PAGES						
2. FUEL10 PRICING PAGE REVISED						
3. QUESTIONS AND ANSWERS (1 PAGE)						
4. SIGN IN SHEET FROM PRE-BID MEETING (2 PAGES)						
5. DISTRICT 2 LOCATIONS AND TANK SIZE						
***** END OF ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

**FUEL10 – Gasoline  
Specifications –**

This is a request for quotation to supply unleaded gasoline to all West Virginia State Agencies and Political Subdivisions.

Unleaded Gasoline shall comply with the most recent ASTM D 4814-07a or the most current edition Standard Specifications for Automotive Gasoline.

The minimum anti-knock octane for:                   **Unleaded Gasoline:     87**

The State has been divided geographically into ten regions (which are the same as the ten DOH Districts) as follows:

Region I: Mason, Putnam, Kanawha, Clay and Boone counties.

Region II: Cabell, Wayne, Lincoln, Logan and Mingo counties.

Region III: Pleasants, Wood, Ritchie, Wirt, Calhoun, Roane, and Jackson counties.

Region IV: Doddridge, Harrison, Marion, Taylor, Monongalia, and Preston counties.

Region V: Grant, Hardy, Mineral, Hampshire, Morgan, Berkeley and Jefferson counties.

Region VI: Tyler, Wetzel, Marshall, Ohio, Brooke and Hancock counties.

Region VII: Gilmer, Barbour, Lewis, Braxton, Upshur and Webster counties.

Region VIII: Tucker, Randolph, Pendleton and Pocahontas counties.

Region IX: Nicholas, Fayette, Greenbrier, Summers and Monroe counties.

Region X: Raleigh, Wyoming, McDowell and Mercer counties.

**VENDOR ELIGIBILITY:** Vendors must be an established refiner, distributor or dealer for a minimum of three (3) years and must provide to the Purchasing Division the locations of all facilities that will be delivering to any of the ten regions within West Virginia along with a list of equipment available to perform all the requirements of the contract. It is preferred the required information be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

**SAMPLING, INSPECTION, AND TESTS:** Sampling, inspection and testing shall be in accordance with Federal Specifications to obtain a fuel which meets the detailed requirements as specified and determined by the Division of Highways Laboratory. No allowances shall be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Samples will be taken without prior notices.

**PRICING:** The State of West Virginia will accept bids only by Region locations. Vendors must bid a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE (OPIS) publication. All prices quoted shall be the delivered price to any location within the ten regions

**Pricing will be based on the Weekly OPIS on the DAY OF ORDER.  
The OPIS Weekly Average is posted every Friday morning.**

**FIRM FIXED MARK-UP PER GALLON:** Vendors shall bid only a firm fixed mark-up (percentages not acceptable) for business profit and expenses in supplying the product to the State Agencies and Political Subdivisions. Product cost shall be the average rack price of the products as published (for the preceding week) for the vendor supply terminal location in the OIL PRICE INFORMATION SERVICE as published by United Communications Group 11300 Rockville Pike, Suite 1100, Rockville, MD. 20852. Telephone number (800)929-4824.

**Bids are requested for two pricing categories:**

Tank-wagon (T/W) and Truck Transport (T/T). Vendor must indicate the minimum delivery quantity for two (2) locations within 20 miles proximity for truck transport (T/T) delivery pricing. Additionally, vendors bidding truck transport (T/T) shall bid a fixed up-charge fee on the pricing page for truck transport (T/T) delivery to a maximum of four (4) locations within 30 miles proximity.

**FUEL10 – Gasoline  
Specifications –**

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallons. The bid prices for one Region shall not be conditioned on the award of any other Region.

**PAYMENT:** Shall be made based on the terminal fuel is pulled from. If vendors bid multiple terminal sources, the invoice will be based on the lowest price, or vendor shall provide proof of terminal product is pulled from on the invoice.

**TAXES:** The State of West Virginia agencies are exempt from the Federal Excise Tax, and the State Consumers Sales Tax. State of West Virginia agencies are not exempt from State Excise Tax. West Virginia State agencies currently pay a variable rate component of the motor fuel excise tax on motor fuel sold or used of 11.7/cents per gallon. State agencies also currently pay 20.50/cents per gallon for the flat rate component of the West Virginia Excise Tax.

Any Superfund Tax must be included in the bidder's mark-up price. The State will not accept bids from bidders who cannot meet the above conditions regarding taxes

**AGENCY ORDERING PROCEDURE:** All State Agencies and DOH districts shall be responsible for placing orders with awarded vendors.

The Division of Highways, district locations – one (1) point of contact, per district, shall place their orders with vendor via e-mail or telephone, when computers are unavailable.

**West Virginia State Agencies utilizing this contract must purchase an OPIS license allowing the agency access to OPIS weekly pricing. Contact OPIS at 888-301-2654.**

Orders shall be placed Monday through Friday and utilize the published preceding week OPIS average rack price. Pricing will be based on the Weekly OPIS on the DAY OF ORDER.

**FUEL10 – Gasoline  
Specifications –**

Refer to the attached map of West Virginia Division of Highway's District areas. The listing for Division of Highways District Office locations is as follows:

WVDOH/DISTRICT 1  
1334 Smith St.  
Charleston, WV 25301

WVDOH/DISTRICT 2  
801 Madison Ave.  
Huntington, WV 25712

WVDOH/DISTRICT 3  
624 Depot St.  
Parkersburg, WV 26102

WVDOH/DISTRICT 4  
PO Box 4220  
Clarksburg, WV 26301

WVDOH/DISTRICT 5  
PO Box 99  
Burlington, WV 26710

WVDOH/DISTRICT 6  
1 DOT Drive  
Moundsville, WV 26041

WVDOH/DISTRICT 7  
PO Box 1728  
Weston, WV 26452

WVDOH/DISTRICT 8  
PO Box 1516  
Elkins, WV 26241

WVDOH/DISTRICT 9  
HC 82, Box 3-A  
Lewisburg, WV 24901

WVDOH/DISTRICT 10  
270 Hardwood Lane  
Princeton, WV 24740

**VENDOR ACKNOWLEDGEMENT PROCEDURE:** The vendor must e-mail ordering agency upon receipt of order showing order received, and giving tentative delivery information.

Since the product pricing is subject to weekly changes, the state agency is to verify pricing information provided by OPIS. The actual price is computed as follows:

**NORMAL:** Average rack price from OPIS report + State Excise Tax for Motor Fuel (if applicable).  
+ Vendors mark-up as quoted in contract  
= Price per gallon delivered

**DELIVERIES:** The State has sole discretion to determine Method of Delivery, by tanker truck or tank wagon. Such Method of Delivery shall be specified at the time of order based on the order volume. Normal use requirements will be ordered three (3) working days in advance of the required delivery date. Vendors SHALL complete fuel deliveries within the three (3) working day period of order placement. \*\*\*The three (3) working day period shall start the next business day after placement of order.\*\*\* Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday.

A penalty fee of \$250 (reduction of invoice) , can be imposed for failure to provide delivery of fuel within the three (3) working day period of order placement, unless such delay is attributable to terminal allocations. Vendors can submit documentation related to allocation issues to avoid the penalty.

Emergency requirements or situations which cannot be scheduled in advance will necessitate 24 hour delivery. Cost for 24 hour emergency delivery shall be at a fixed up-charge. Vendors should enter the fixed up-charge fee on the pricing page and submit with bid. . Deliveries shall include a legible

metered delivery ticket which has been processed through a meter certified and sealed by the State of West Virginia, Division of Weights and Measures, and stamped with quantities, location, time (a.m./p.m.) date, driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket.

A copy of the delivery ticket, signed by both the driver and a person from the receiving facility, shall be left,(on delivery date) at the location receiving the fuel.

Delivery tickets must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

Vendors must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank.

NOTE: All fuel deliveries shall be metered at the point of delivery and shall issue a printed ticket, to meet the Division of Labor requirements: Tanker trucks may make a delivery of a complete compartment and are permitted to use the allocation metered ticket from the loading point for this printed ticket. West Virginia Code 47-1-11 adopts NCWM Hand Book 130 part “Uniform Engine Fuels...Regulation”. Section 3 of that Regulation, subparagraph 3.1.1 concerns documentation. A Bill of Lading from the terminal source locations is acceptable and shall contain quantities, location, time (a.m./p.m.) date, driver and product.

**DELAY OR FAILURE TO DELIVER:** The vendor shall not be liable in damages for the delay of shipment or failure to deliver caused by fire, flood, Acts of God, Acts of Government, Act of an alien enemy, or by any other circumstances which in the opinion of the state agency is beyond the control of the contractor. The state agency may, in its discretion purchase the product on the market until such time product becomes available by the supplier.

In the event the vendor is unable to drop fuel due to an error by the ordering agency, a flat fee of \$250.00 may be charged.



**INVOICING:** Vendors of DOH fuel deliveries are encouraged to utilize a paperless invoice process, submitting the following information via e-mail to the DOH ordering locations:

- A. Delivery ticket number(s) for fuel delivery, date and time of delivery and DOH location of the delivery.
- B. Fuel types, total quantities, unit prices, applicable taxes, total prices, and the terminal source of supply for all deliveries.
- C. It is the intent of the Division of Highways to utilize the State Purchasing Card for all vendor reimbursement of fuels purchased.

**NOTES:** Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of fuel in excess of the quantity requested via the telephone or electronic order.

Government entities other than the WVDOH, utilizing this contract, must have the option of formulating their invoicing procedures with the successful vendors.

**REPORTING REQUIREMENTS:** Winning bidders shall be required to submit quarterly reports to the Equipment Division in a format which shall be supplied. This report shall show the quantity and cost of each product /delivery method and the location (district) or agency to which it was delivered, and a total of each product for each quarter. This report **SHALL** also be sent to the Purchasing Division, attention: jo.a.adkins@wv.gov.

**AWARD:**

The award will be a single award per Region (1 through 10)/ per delivery method. Each Region will be split into tank transport and tank wagon pricing. Pricing will be from the source fuel was pulled from (terminal location).



FUEL10 AND FUELHD10  
 QUESTIONS & ANSWERS

1 Q	1. In the statement "Vendors SHALL complete fuel deliveries within the three (3) working day period", does this mean the order day is counted as the first day or does this mean that there are 3 delivery days following the order day?
1 A	Per our discussion at the 3/10/09 Pre-bid Meeting, the three (3) working day count will begin the next work day after date of order placement
2 Q	2. How should the pricing be handled when an order is placed for less than 800 gallons?
2 A	If the vendor processes such an order as a FUEL10 Contract Order, the order should not be priced any differently than fuel orders greater than 800 gallons. If the vendor does not wish to process the small order as a FUEL10 Contract Order, he should so advise the individual requesting the order, as well as advise that individual what the pricing will be. Agency staff needs to be reminded that the less than 800 gallon orders can be purchased locally/off contract, following Purchasing guidelines.
3 Q	3. Since gasoline and diesel are separate bids and separate awards why is there a question about whether the vendor will be able to deliver both on the same T/T load?
3 A	This is possible where the same vendor is awarded both T/T gas and T/T diesel contracts for a specific District
4 Q	4. Have the WVD0H personnel been provided adequate education and training to be able to order multiple types of fuel for several tanks at up to 4 locations that also fit the terminal limitations and truck capacity limitations?
4 A	It is understandable such an order will require coordination between both the agency staff and the vendor staff. The Division of Highways staff will be educated on this coordination requirement.
5 Q	5. Why was the bid from Tri-State Petroleum increased by \$.06 per gallon with change orders after the bid was awarded for FUEL09 and FUELHD09?
5 A	Tri-State submitted two (2) separate bids; one bid was for payment by Credit Card, the other bid was for payment by ACH Treasury Payment only. The difference in the unit price of these two (2) bids was the \$.06 per unit. The RFQ stated that payment would be by the state VISA credit card.

FUEL10 AND FUELHD10  
 QUESTIONS & ANSWERS

6 Q	6. With the extreme volatility in fuel prices, has consideration been given to product prices being based on a daily OPIS average for the delivery date rather than a daily average being used for an entire week based on the order date?
6 A	Yes, but it is our preference to use the weekly OPIS pricing for the date of order.
7 Q	7. Would you please provide detailed information concerning the requirements from VISA that allows the "WV VISA purchasing card program" to qualify for the lowest processing and/or interchange fees that are available?
7 A	Interchange rates are determined by a number of things: (1) the type of transaction (whether face to face, card not present, etc...); (2) whether the merchant passes data with that transaction (the higher level the data passed the lower the interchange rate will be); (3) if the merchant is signed up for Visa's large ticket interchange rate, it will receive a more economical rate on higher ticket transaction. Obviously, WV can try to control how to use the card (whether face to face, etc.), but most of the control lies with the accepting merchant.
8 Q	8. There is a provision for allocation issues with respect to the \$250.00 "failure to deliver within 3 days" provision of the contract. I have trouble with there not being a provision for weather related events or for mechanical failures. Can this be addressed?
8 A	See answer to question 1
9 Q	9. In the event of allocation issues with conventional gasoline.....is an E10 Ethanol blend (87 Octane) a suitable substitute. In the event that this would materialize....will the E10 OPIS pricing prevail as the benchmark price?
9 A	If there is no conventional gasoline available and E10 Ethanol blend (87 Octane) is being substituted the vendor must obtain a letter from the terminal indicating such.
10Q	10. Where do the quarterly reports go with respect to the Division of Highways? Previous contract only specified copies to you at Purchasing Division
10A	Please send to Jim Hash at <a href="mailto:Jim.B.Hash@wv.gov">Jim.B.Hash@wv.gov</a>
11Q	11. Why are fuel order confirmations necessary?
11A	Order confirmations confirm the vendor received an order, and more

FUEL10 AND FUELHD10  
QUESTIONS & ANSWERS

	importantly, the confirmations should include the vendor's scheduled delivery date/time, allowing the agency to insure staff are available for the delivery.
12Q	Can vendors make a delivery without an agency order?
12A	No, all deliveries must be based on an agency request/order; making an un-requested delivery could result in an agency refusing to pay the vendor's invoice.

**SIGN IN SHEET**

**Request for Proposal No. FUEL10 FUELHD10 PLEASE PRINT**

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE & FAX NUMBERS
Company: <u>Tri State Petroleum</u>	<u>Po Box 4406</u>	PHONE ?
Rep: <u>Kevin Olson</u>	<u>wheeling wv</u>	TOLL FREE <u>800-541-3835 X13</u>
Email Address: <u>Kolson@TSPnet.com</u>	<u>26003</u>	FAX <u>304 277-1437</u>
Company: <u>GUTTMAN Oil Company</u>	<u>Po Box 1728</u>	PHONE <u>304-636-2600</u>
Rep: <u>DARROLL WALBORN</u>	<u>ELKINS, WV</u>	TOLL FREE <u>866-296-5823</u>
Email Address: <u>dtalbot@guttmannoil.com</u>	<u>26241</u>	FAX <u>304-636-8133</u>
Company: <u>BRANNON Oil Co.</u>	<u>P.O. Box 870</u>	PHONE <u>304-965-6838</u>
Rep: <u>John W. Brannon</u>	<u>Punch wv</u>	TOLL FREE <u>1-800-649-6484</u>
Email Address: <u>johnw@brannonoil.com</u>	<u>25156</u>	FAX <u>304 965-6952</u>
Company: <u>R. T. Rogers Oil Co. Inc.</u>	<u>P.O. Box 160</u>	PHONE <u>3044661733</u>
Rep: <u>Greg Rogers</u>	<u>HAYDEN WV 25951</u>	TOLL FREE
Email Address: <u>grogers@rtrogers</u>		FAX <u>3044661735</u>
Company: <u>Petroleum Products, Inc.</u>	<u>PO Box 459</u>	PHONE (304) <u>720-7162</u>
Rep: <u>DAVID MARTIN</u>	<u>NITRO, WV 25143</u>	TOLL FREE
Email Address: <u>dmartin@petroleumproductsinc.com</u>		FAX (304) <u>755-9792</u>

SIGN IN SHEET

Request for Proposal No. FUEL10 FUELHD10 PLEASE PRINT

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FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Wheeler Cleverger oil	P.O. Box 27	PHONE 606-638-4423
Rep: Rick Simpson	Louisia, KY	TOLL FREE
Email Address: rsimpson@rad.com	41230	FAX 606-638-9577
Company: Fred Thomas		PHONE
Rep: WVDOT		TOLL FREE
Email Address:		FAX
Company: WVA DOT		PHONE
Rep: Bob Johnson		TOLL FREE
Email Address: BUCKHAMMON@WVA		FAX
Company: WV DOT		PHONE 538-9411
Rep: Tim Hash		TOLL FREE
Email Address:		FAX
Company: Harris Oil Co.	P.O. BOX 685	PHONE 304-927-2470
Rep: Wayne Harris	SPENCER, WV. 25276	TOLL FREE
Email Address: wharris@harrisoil.com		FAX 304-927-4972

<u>DISTRICT 2</u>		GASOLINE	DIESEL	KEROSENE
HUNTINGTON HEADQUARTERS A-93 304-528-5625		10,000 GL	-----	-----
BARBOURSVILLE (CABELL CO.) U-92 304-736-3111		10,000 GL	10,000 GL	-----
WEST HAMLIN (LINCOLN CO.) A-07 304-824-3434		5,000 GL	5,000 GL	-----
YAWKEY (LINCOLN CO.) U-94 304-524-2511		1,000 GL	4,000 GL	-----
WILKINSON (LOGAN CO.) A-01 304-792-7035		5,000 GL	5,000 GL	-----
CHAPMANVILLE (LOGAN CO.) A-07 304-792-7031		5,000 GL	5,000 GL	-----
MAN (LOGAN CO.) A-07 304-583-2188		5,000 GL	5,000 GL	-----
WILLIAMSON (MINGO CO.) U-92 304-235-6003		10,000 GL	10,000 GL	1,000 GL / U-9
GILBERT STATION (MINGO CO.) A-05 304-664-3191		5,000 GL	5,000 GL	-----
WAYNE (WAYNE CO.) A-07 304-272-5127		5,000 GL	5,000 GL	-----
HUNTINGTON I-64 A-05 304-528-5669		5,000 GL	5,000 GL	1,000 GL