



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

State of West Virginia
Delivery Order

Order Date: 10-10-2024

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

| | | | |
|------------------------------|--|---------------------------------|------------------------|
| Order Number: | CDO 0313 0313 DEP2500000004 1 | Procurement Folder: | 1526346 |
| Document Name: | Mitigation Credits ILF Secondary Service Area 1 | Reason for Modification: | |
| Document Description: | Mitigation Credits ILF Secondary Service Area 1 | | |
| Procurement Type: | Central Delivery Order | | |
| Buyer Name: | Joseph E Hager III | | |
| Telephone: | (304) 558-2306 | | |
| Email: | joseph.e.hageriii@wv.gov | | |
| Shipping Method: | Best Way | Master Agreement Number: | CMA 0313 DEPMITCRED007 |
| Free on Board: | FOB Dest, Freight Prepaid | | |

| VENDOR | | | | DEPARTMENT CONTACT | | | |
|---|-------------------------|---|----------------------|--------------------|--|-------------------|--|
| Vendor Customer Code: | VS0000041308 | Requestor Name: | Cynthia D Fisher | | | | |
| WATER & LAND SOLUTIONS LLC 248 SOUTHWOODS CENTER | | Requestor Phone: | (304) 558-2221 | | | | |
| COLUMBIA IL 62236 | | Requestor Email: | cindy.fisher@wv.gov | | | | |
| US | | <div style="font-size: 48px; font-weight: bold;">2025</div> <div style="font-weight: bold;">FILE LOCATION _____</div> | | | | | |
| Vendor Contact Phone: | 3528747370 | | | | | Extension: | |
| Discount Details: | | | | | | | |
| | Discount Allowed | Discount Percentage | Discount Days | | | | |
| #1 | No | 0.0000 | 0 | | | | |
| #2 | No | | | | | | |
| #3 | No | | | | | | |
| #4 | No | | | | | | |

| INVOICE TO | SHIP TO |
|---|--|
| ENVIRONMENTAL PROTECTION DIV OF WASTE AND WATER MGT 601 57TH ST SE CHARLESTON WV 25304 US | ENVIRONMENTAL PROTECTION DIVISION OF WATER AND WASTE MGT 601 57TH ST SE CHARLESTON WV 25304 US |

Purchasing Division's File Copy

| | |
|----------------------------|-------------|
| Total Order Amount: | \$1,872,326 |
|----------------------------|-------------|

PURCHASING DIVISION AUTHORIZATION
 DATE: 10-15-24
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: 10-15-24
 ELECTRONIC SIGNATURE ON FILE

Extended Description:

Mitigation Credits ILF Secondary Service Area 1

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|--------------|----------------|--------------|----------|---------------|----------------|
| 1 | 94131501 | 3410.43000 | EA | \$549.0000 | \$1,872,326.07 |
| Service From | Service To | Manufacturer | Model No | Delivery Date | |
| | | | | 2024-10-31 | |

Commodity Line Description: Stream Credits Per the Attached Exhibit A Pricing Page

Extended Description:

See attached Exhibit Pricing Page. Selection based on location of need and will purchase the needed credits starting with the lowest first until the needed credits purchased.



west virginia department of environmental protection

Administrative Services
601 57th Street SE
Charleston, WV 25304-2345
304-926-0499 Phone
304-926-0491 Fax

Harold Ward, Cabinet Secretary
dep.wv.gov

MEMORANDUM

To: Joseph Hager II, Buyer Supervisor, Purchasing Division
From: Jessica Chambers-Smith, ASM II, DEP *JCS*
Date: October 10, 2024
Subject: Mitigation Bank Credit Selection Memo

DWWM, WIB has elected to purchase 3,410.43 mitigation credits from Water & Land Solutions LLC. As per CMA DEPMITCRED007, Water & Land Solutions LLC was selected since they are the lowest bid vendor based on location for stream credits in ILF SSA 1, per the attached spreadsheet.

If any additional information is needed, please let me know.

Promoting a healthy environment.

| VENDORS | | Harmony Environmental LLC | Water & Land Solutions LLC | EBX EM LLC | EIP III Credit Co LLC | Mountain State Mitigation Credits Company | Allstar Ecology LLC | EIP Credit Co LLC | Green Rivers LLC |
|-------------------------|---|---------------------------|----------------------------|---------------|-----------------------|---|---------------------|-------------------|------------------|
| Default Commodity Group | | | | | | | | | |
| Per Credit | 1 | | \$549.00 | \$599.00 | \$633.00 | \$640.00 | \$640.00 | | |
| | 2 | | | | | \$50,000.00 | \$52,000.00 | | \$50,000.00 |
| | 3 | \$720.00 | \$750.00 | | \$720.00 | | \$640.00 | | |
| | 4 | \$54,000.00 | \$58,000.00 | | | | \$52,000.00 | | \$50,000.00 |
| | 5 | | | | \$720.00 | \$720.00 | \$640.00 | | |
| | 6 | | | | | | \$52,000.00 | | \$50,000.00 |
| | 7 | | | | | \$720.00 | | \$720.00 | |
| | 8 | | | | | | | | |
| CONTRACTS | | DEPMITCRED005 | DEPMITCRED007 | DEPMITCRED002 | DEPMITCRED003 | DEPMITCRED006 | DEPMITCRED001 | DEPMITCRED008 | DEPMITCRED004 |



08/12/2024

WATER & LAND SOLUTIONS, LLC

7721 SIX FORKS ROAD
SUITE 130
RALEIGH, NC 27615
Ph: 919.614.5111

To:

WV Department of Environmental Protection
601 57th Street SE
Charleston, WV 25304

Bank: Tomlinson Run Mitigation Bank

| Description | Unit | Quantity | Unit Price | Amount |
|--|------|----------|-----------------|-----------------------|
| Stream Mitigation Bank Credits in ILF Secondary Service Area 1 | Each | 3,410.43 | \$549.00 | \$1,872,326.07 |
| | | | Subtotal | \$1,872,326.07 |
| | | | Total | \$1,872,326.07 |

Direct Deposit To:
First Horizon Bank
FBO Water & Land Solutions, LLC
Routing: 084000026
Account: 220000485205

Remit Checks To:
Water & Land Solutions, LLC
248 Southwoods Centre
Columbia, IL 62236

With cybercrimes on the rise, it is important to be ever vigilant. Contact our office before remitting an electronic transfer.

Beneficiary account's contact: Michelle Walls, CAO, 248 Southwoods Ctr Columbia, IL 62236; 618.281.2232 or michelle@mitigationholdings.com

MITIGATION CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT (the "Agreement") is made as of this 2nd day of October, 2024 ("Effective Date"), by and between WATER AND LAND SOLUTIONS, LLC, as seller ("Seller"), and WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER AND WASTE MGT (WVDEP-DWWM) as purchaser ("Purchaser").

RECITALS

A. Whereas Seller is the sponsor and owner of that certain mitigation bank identified as Tomlinson Run Mitigation Bank, U.S. Army Corps of Engineers ("USACE") Action No.: LRP-2020-00358 (the "Mitigation Bank"). The establishment, use, operation, and maintenance of the Mitigation Bank, including the sale and transfer of stream mitigation bank credits ("Mitigation Credits"), are subject to the requirements of that certain Tomlinson Run Mitigation Bank Banking Instrument ("MBI") approved by the Interagency Review Team ("IRT," as defined in the MBI) on December 22, 2021.

B. Pursuant to the requirements of the Clean Water Act and regulations promulgated thereunder, Purchaser seeks to compensate for In-Lieu Fee ("ILF") Advance Credit Sales project in ILF Secondary Service Area ("SSA") 1 (a "Project").

C. Whereas Seller desires to sell, and Purchaser desires to buy **3,410.43 STREAM** bank credits ("Purchased Credits") generated from the Mitigation Bank for Purchaser to mitigate for the Project, as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound, Seller and Purchaser agree to the following terms and conditions:

1. **Term and Termination.** The term of this Agreement shall commence upon the Effective Date and shall expire Ninety (90) days from the Effective Date or upon completion of the purchase and sale of the Purchased Credits.

2. **Sale of Credits.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, convey and transfer to Purchaser, and Purchaser agrees to purchase from Seller, the Purchased Credits, solely to mitigate for the Project.

3. **Purchase Price.** The aggregate purchase price for the Purchased Credits shall be **One Million Eight Hundred Seventy-Two Thousand Three Hundred Twenty-Six Dollars and 07/100 cents (\$1,872,326.07)** (the "Purchase Price"), determined as follows:

(a) Purchaser shall pay **Five Hundred Forty-Nine Dollars and no cents (\$549.00)** per credit for 3,410.43 Stream Mitigation Credits for a total of **One Million Eight Hundred Seventy-Two Thousand Three Hundred Twenty-Six Dollars and 07/100 cents (\$1,872,326.07)**.

4. **Payment of Purchase Price.** The Purchase Price shall be paid by Purchaser to Seller in the following manner:

(a) **Full Payment of Purchase Price.** Within thirty (30) days of the Purchaser's execution and delivery to Seller of this Agreement, Purchaser shall deliver to Seller by check or wire transfer, the amount **One Million Eight Hundred Seventy-Two Thousand Three Hundred Twenty-Six Dollars and 07/100 cents (\$1,872,326.07)** in full satisfaction of the Purchase Price. Notwithstanding any provision of this Agreement to the contrary, if the Closing has not occurred within thirty (30) days after the Effective Date, Seller, in its sole discretion, may terminate this Agreement at any time without any rights, obligations or liability to Purchaser whatsoever.

5. **Buyer's Deliveries.** At Closing, Buyer shall deliver to Seller the balance of the Purchase Price as provided in Section 3 above.

6. **Seller's Deliveries.**

(a) At Closing, Seller shall deliver a BILL OF SALE in the form attached hereto as Exhibit A in proper form and duly executed by Seller, (and/or any other documents as are reasonably necessary) evidencing the sale of the Purchased Credits to Purchaser; and

(b) Not more than ten (10) calendar days following Closing, Seller shall deliver, or cause to be delivered, to Purchaser a copy of Seller's ledger entry, or other documentation in a form satisfactory to the parties, recording the sale of the Purchased Credits to Purchaser as provided herein and debiting the Purchased Credits sold to Purchaser against the outstanding Wetland bank credits generated from the Mitigation Bank.

7. **Closing Costs.** Seller shall pay the cost of preparing the Bill of Sale, any taxes and costs customarily paid by sellers of credits from the Mitigation Bank, and Seller's attorney's fees. Purchaser shall pay the cost of Purchaser's attorney's fees, any taxes, and any other costs customarily paid by purchasers of credits from the Mitigation Bank, if any.

8. **Limitations on Purchaser's Rights.** Seller's sale and conveyance of the Purchased Credits to Purchaser shall not constitute the conveyance or transfer of any right, interest or ownership in real property, nor shall such sale and conveyance impose upon Purchaser any right, obligation, duty or liability arising from or incident to any right, interest or ownership in real property.

9. **Default.**

(a) **By Purchaser.** If Purchaser fails to make any payment required of it in Section 4 hereunder, or fails to otherwise perform any of its other material obligations under this Agreement, or if any representation or warranty provided by Purchaser in this Agreement proves to have been misleading or false in any material respect when made or as of Closing, Purchaser shall be deemed to be in default and, at Seller's election, in its sole and absolute discretion, Seller may terminate this Agreement and all of Seller's obligations hereunder. Upon any such termination, (A) if prior to Closing, (i) the Deposit shall be forfeited to Seller, (ii) Purchaser shall lose all of its right and privilege to purchase the Purchased Credits from Seller, (iii) Seller may notify, if required by law, [USACE OR OTHER REQUIRED STATE OR AUTHORITY] of Purchaser's failure to fulfill its obligations under this Agreement; and (B) if after Closing (or is discovered by Seller after Closing), Seller shall have the right to pursue all remedies as may be available to Seller at law or in equity. All rights and remedies of Seller hereunder shall be cumulative and not mutually exclusive of one another.

(b) **By Seller.** If Seller defaults in performing any of Seller's material obligations under this Agreement, and such default continues for a period of thirty (30) days after Purchaser has provided written notice to Seller of such default, or if any representation or warranty provided by Seller in

this Agreement proves to have been misleading or false in any material respect when made or as of Closing, then Seller shall be deemed to be in default and (i) if prior to Closing, Purchaser's sole remedies shall be to terminate this Agreement by providing written notice thereof to Seller, and to receive a refund of the Deposit, in which event neither party shall have any further rights or obligations hereunder, except as expressly provided herein; or (ii) if after Closing (or such default is discovered by Purchaser after Closing), Purchaser shall have the right to pursue such remedies as may be available to it at law or in equity.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTINUED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT OR OTHERWISE. EXCEPT AS OTHERWISE PROVIDED UNDER THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING THE MERCHANTABILITY OF THE PURCHASED CREDITS OR, WITH RESPECT TO THE PURCHASED CREDITS, ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY GOVERNMENTAL AUTHORITY. REDRESS FOR ANY CLAIM AGAINST SELLER UNDER THIS AGREEMENT SHALL BE LIMITED TO AND ENFORCEABLE ONLY AGAINST AND TO THE EXTENT OF SELLER'S INTEREST IN THE MITIGATION BANK. THE OBLIGATIONS OF SELLER AND PURCHASER UNDER THIS AGREEMENT ARE NOT INTENDED TO BE AND SHALL NOT BE PERSONALLY BINDING ON, NOR SHALL ANY RESORT BE HAD TO THE PRIVATE PROPERTIES OF, ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, BENEFICIARIES, MEMBERS, STOCKHOLDERS, EMPLOYEES, OR AGENTS.

(d) This Section 9 shall survive Closing or earlier termination of this Agreement.

10. **Representations and Warranties.** Each of Seller and Purchaser represents and warrants to the other now and as of Closing that: (i) it is organized and validly existing under the laws of the jurisdiction of its organization or incorporation; and (ii) it has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other relevant documentation and to perform its obligations under this Agreement, and has taken all necessary action to authorize such execution, delivery and performance.

11. **Miscellaneous.**

(a) **No Joint Venture.** This Agreement is made solely for the purposes set forth herein and no joint venture, partnership or other relationship between Purchaser and Seller is created hereby.

(b) **No Third-Party Beneficiary.** This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and authorized assigns. The Agreement does not create or convey any rights, benefits or interests on behalf of any other person.

(c) **Assignment.** This Agreement may not be assigned by Purchaser without Seller's prior written consent in Seller's sole and absolute discretion, and any assignee shall assume the rights and obligations of its assignor.

(d) **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreement, written

or oral. This Agreement may be modified only by a written instrument duly executed by Seller and Purchaser.

(e) Prior Agreements. This Agreement shall supersede any and all prior understandings and agreements between the parties hereto, whether written or oral, with respect to the subject matter hereof and may be amended only by a written document stating the specifics of such amendment, executed by both Seller and Buyer.

(f) Choice of Laws. This agreement shall be construed, performed and enforced under the laws of the State of West Virginia.

(g) Attorney's Fees. In the event any action, suit, or other proceeding at law or in equity is brought to enforce the covenants and agreements contained in this Agreement or to obtain monetary damages for breach thereof, and such action results in an award judgment for monetary damages, or the granting of any equitable relief in favor of any party hereto, all expenses, including reasonable attorney's fees, of the successful party in such action, suit, or other proceeding shall, upon demand of such party, be paid by the other party.

(h) Counterparts. This Agreement may be executed in one or more counterparts by the parties. All counterparts shall collectively constitute a single agreement.

(i) Notices. All notices shall be in writing and sent by hand, facsimile transmission, overnight delivery service or certified mail, return-receipt requested, to the following addresses (or such other addresses as either party may designate to the other from time to time by written notice) and any such notice of other communication shall be deemed to have been given on the day so delivered or refused by the party to whom such notice was sent (it being acknowledged that a facsimile or an e-mail transmission shall not be deemed to be a "writing"):

If to Seller: Water & Land Solutions, LLC
7721 Six Forks Road, Suite 130
Raleigh, NC 27615

With a copy to: Michael Best & Friedrich LLP
Attn: Michael S. Green, Esq.
1 South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

If to Purchaser: West Virginia Department of Environmental Protection
Division of Water and Waste Mgmt (WVDEP-DWWM)
Attn: Jessica Chambers Smith
601 57th St SE
Charleston, WV 25304
jessica.chamberssmith@wv.gov

(j) Legal Capacity of Signatory. Each person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed on their behalf by their duly authorized representatives as of the date first written above.

SELLER:

WATER & LAND SOLUTIONS, LLC

By: _____

Name: Tommy Cousins

Title: President

PURCHASER:

WEST VIRGINIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION, DIVISION OF
WATER AND WASTE MGT (WVDEP-DWWM)

By: _____

Name: Jessica Chambers Smith

Title: Administrative Services Manager 2

EXHIBIT A
PURCHASE OF STREAM AND/OR WETLAND MITIGATION CREDITS
BY WV DEP IN LIEU FEE PROGRAM
PRICING PAGE

The following shall be provided according to the contract terms and conditions contained herein. Price may be provided for any of the following in whole or in part. A price must be provided for each item listed below in order for the vendor to be eligible to sell within that SSA (Secondary Service Area) to the ILF Program for the duration of this contract.

| Item | Description | Estimated Quantity | Unit Price | Total Cost/Extended Price |
|------|------------------------------|--------------------|-----------------|---------------------------|
| 1. | stream credits in ILF SSA 1 | | <u>\$549.00</u> | \$ |
| 2. | wetland credit in ILF SSA 1 | | <u>\$N/A</u> | <u>\$N/A</u> |
| 3. | stream credit in ILF SSA 2 | | <u>\$N/A</u> | <u>\$N/A</u> |
| 4. | wetland credits in ILF SSA 2 | | <u>\$N/A</u> | <u>\$N/A</u> |
| 5. | stream credit in ILF SSA 4 | | <u>\$N/A</u> | <u>\$N/A</u> |
| 6. | wetland credit in ILF SSA 4 | | <u>\$N/A</u> | <u>\$ N/A</u> |
| 7. | stream credit in ILF SSA 5 | | <u>\$N/A</u> | <u>\$N/A</u> |
| 8. | wetland credit in ILF SSA 5 | | <u>\$N/A</u> | <u>\$ N/A</u> |

Mitigation Bank Information

The following is required as part of the bid.

Bank Name: Tomlinson Run Mitigation Bank

Physical Address: 3391 Veteran's Blvd, New Cumberland, WV 26047

Bank Owner Name: Water & Land Solutions L.L.C.

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Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

WATER & LAND SOLUTIONS, L.L.C.

| Organization Information | | | | | | | | |
|---------------------------------|----------------|------------------|-------------|---------|--------|----------|------------------|--------------------|
| Org Type | Effective Date | Established Date | Filing Date | Charter | Class | Sec Type | Termination Date | Termination Reason |
| LLC Limited Liability Company | 7/7/2020 | | 7/7/2020 | Foreign | Profit | | | |

| Organization Information | | | |
|---------------------------|---|-----------------------|-----|
| Business Purpose | 5416 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Management, Scientific and Tech Consulting Services (administrative, general, HR, marketing, process, physical distribution, logistics, environmental) | | |
| Charter County | | Control Number | 0 |
| Charter State | WV | Excess Acres | |
| At Will Term | A | Member Managed | MGR |
| At Will Term Years | | Par Value | |

| | | |
|------------------------------|-------------------------------|-----------|
| Authorized Shares | Young Entrepreneur | No |
| | | |

| Addresses | |
|--------------------------------------|---|
| Type | Address |
| Designated Office Address | 1627 QUARRIER STREET CHARLESTON, WV, 253112124 |
| Mailing Address | 248 SOUTHWOODS CENTER COLUMBIA, NC, 62236 USA |
| Notice of Process Address | C T CORPORATION SYSTEM 5098 WASHINGTON ST W STE 407 CHARLESTON, WV, 253131561 |
| Principal Office Address | 248 SOUTHWOODS CENTER COLUMBIA, IL, 62236 USA |
| Type | Address |

| Officers | |
|-----------------|---|
| Type | Name/Address |
| Manager | MITIGATION INVESTMENT HOLDINGS, LLC 248 SOUTHWOODS CENTER COLUMBIA, IL, 62236 |
| Type | Name/Address |

| Annual Reports | |
|-----------------------|--|
| Filed For | |
| 2024 | |
| 2023 | |
| 2022 | |
| 2021 | |
| Date filed | |

For more information, please contact the Secretary of State's Office at 304-558-8000.

Tuesday, October 15, 2024 — 11:33 AM



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Sep 17, 2024



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- Any Words ⁽ⁱ⁾
- All Words ⁽ⁱ⁾
- Exact Phrase ⁽ⁱ⁾

e.g. 123456789, Smith Corp

"Water & Land Solutions LLC" ×

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