

## SHELBY COUNTY GOVERNMENT

160 N. Main Street, Suite 900, Purchasing MEMPHIS, TENNESSEE 38103 (901) 222-2250

Puic	has	e O	rder	No
	B	33	450	01

CHANGE

Purchase Order

issue Dale	\$\$	1957
12/23/1	9	

Vendor No.	Delivery Required	Terms	Ship Via	1 . V. D Street 10 / 700 4	Requistion No.
M8096	01/03/20	N30	.: A A 14 A	DEST	R077146
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Issued NATIONAL AUDUBON SOCIETY, INC To 225 VARICK STREET 7TH FLOOR NEW YORK, NY 10014 Ship SHELBY COUNTY DIVISION OF PLANNING TO DEVELOPMENT 125 N. MAIN, RM 468 MEMPHIS, TN 38103

EOC # EXEMPT
Buyer: SONJA WORTHY

IF MATERIAL SAFETY DATA SHEETS ARE REQUIRED ON PRODUCT(S) THAT YOU WILL BE PROVIDING. PLEASE SUBMIT SAME WITH PRODUCT(S) DELIVERED.

Item	Quantily (1944)	U/M	Description	Unit Price	Extended Price
			***** CHANGE ORDER NO. 1 DATED 02/05/2020 ENCUMBRANCE OF FUNDS FOR DESIGN AND PROGRAMING SERVICES IN THE DEVELOPMENT OF THE NATURAL WILDLIFE PORTION OF THE BIG CREEK PROJECT RESILIENCE GRANT.	25000.00000	25000.00
			*SINGLE SOURCE APPROVED* COMMODITY: 918/32 ACCOUNT DISTRIBUTION: 297-271271-6678		
			i hereby certify that the goods/services on attached invoice(s) have been received and that payment is in order. This is aPartial paymentFinal payment on this P.O. Payment Amount approved:		
, ,	G		Signature  Date		
			Total of Pu	ırchase Order	25000.00

ORDER SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE BILLING INSTRUCTIONS: SHOW PURCHASE ORDER NUMBER ON ALL INVOICES. NOTE: PAYMENTS MAY BE DELAYED UNLESS BILLING INSTRUCTIONS ARE FOLLOWED EXACTLY.

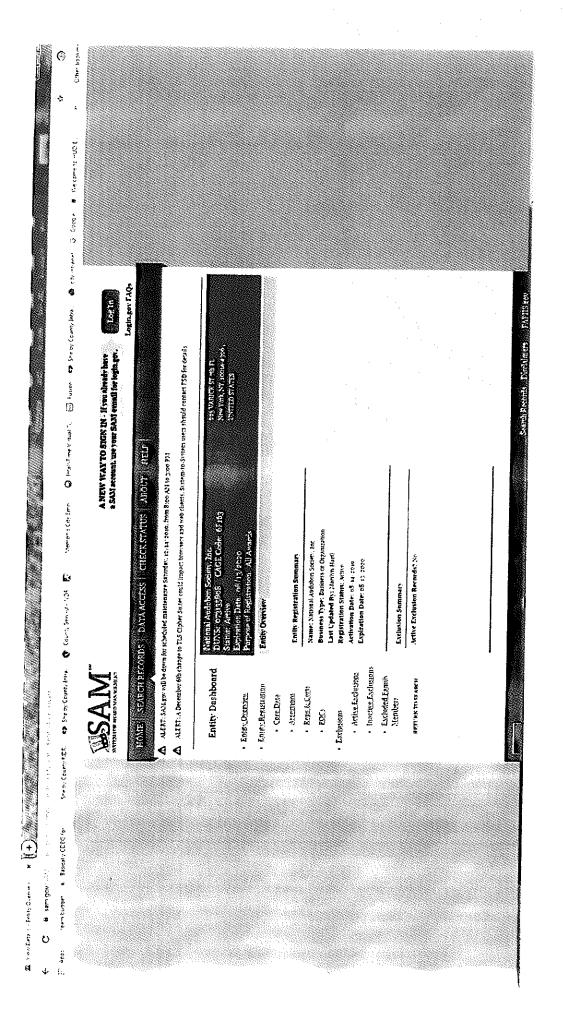
SEND ORIGINAL INVOICE TO: SHELBY COUNTY DIVISION OF PLANNING DEVELOPMENT 125 N. MAIN, RM 468 MEMPHIS, TN 38103 901-576-7197 Christin L. Webb

APPROVED: ADMINISTRATOR OF PURCHASING

02/05/20

Date

Authorized Signature



## SAM Search Results List of records matching your search for:

Search Term: NATIONAL AUDUBON SOCIETY, INC\*
Record Status: Active

ENTITY National Audubon Society, Inc.

Status: Active

DUNS: 073135808

**.** . . . .

CAGE Code: 6F163

DoDAAC:

Expiration Date: 08/13/2020

Has Active Exclusion?: No

Debt Subject to Offset?: No

Address: 225 VARICK ST 7th FL

City: New York

State/Province: NEW YORK Country: UNITED STATES

ZIP Code: 10014-4396



## Strawberry Plains Audubon Center Proposed Services Provided for the Big Creek Resilience Project.

The National Audubon Society (NAS) has been one of the most respected conservation nonprofit organizations in the world since 1905. For the past 21 years, Strawberry Plains Audubon Center (SPAC), has served as the regional focal point for NAS in the Mid-South. Our conservation efforts focus around the belief that where wildlife thrives, so do people and communities.

The Big Creek Resilience Project aligns directly with three of our strategic conservation priorities: Water, Bird-Friendly Communities, and Climate. More specifically, the project offers SPAC the opportunity to expand its regional influence and participate in important community driven conservation, flood mitigation, and environmental education. Over the past two years, Strawberry Plains Audubon Center has collaborated with Shelby County staff and consultants from Dalhoff Thomas Design Studio, and Barge Waggoner Sumner & Cannon, Inc. in the development of the Big Creek Resilience Master Plan and corresponding Booklet by providing biological and technical input, draft review, and participation in planning and design team meetings. Moving forward we propose to:

- Continue to provide expertise during the Construction Documents phase on components such as habitat structure and species composition, restoration methods, long-term management needs, and biological monitoring/reporting.
   We will participate in design team meetings and provide necessary technical resources/documentation.
- Utilize 20 years of experience in conservation land management, mitigation, restoration, and environmental education in the Greater Memphis Region to provide data driven answers to questions regarding the benefits and possible environmental impacts of the Big Creek Resilience Project. This includes participation in public forums and other forms of message communication.
- Leverage National Audubon Society's reputation as a longstanding grass-roots conservation organization and Strawberry Plains Audubon Center's regional connection to garner community support and stakeholder engagement.

- Collaborate with the design team to create a functional outdoor space for environmental education in Area 2 and to develop programming that highlights the unique attributes of the Big Creek Resilience Project as well as regional habitat and species conservation.
- Consult on long-term land management needs as requested by Shelby County.

Our previous contract had an annual fee of \$15,000. Since we anticipate a greater level of engagement this year, we are requesting a \$10,000 increase to our contract for an annual rate of \$25,000. Additional services provided include:

- We are providing direct guidance for the format and design of educational / interpretive signage. This will include consultations with our corporate design team.
- Multiple site visits have already taken place and will increase in the coming weeks for the purpose of:
  - o Determining species and soil composition in targeted areas
  - Building our plan for exotic removal and control, plantings etc.
  - o Identifying locations for interpretive / educational opportunities
- Using information collected during our site visits, we will work with providers to specify and source seed composition for native plantings.

Stephanie Green will continue as our Project Manager <a href="mailto:sgreen@audubon.org">sgreen@audubon.org</a>. For questions regarding fees, billing, contracts, etc. please feel free to contact me directly.

Thank You

### Mike Muraco

Acting Executive Director, Audubon Mississippi

W: 662.252.1155 C: 662.544.8346

285 Plains Road Holly Spring, MS. 38635 strawberry.audubon.org

## Vazquez, Jim

From:

Vazquez, Jim

Sent:

Friday, February 07, 2020 1:33 PM

To:

Masin, Chris

Subject:

RE: Strawberry Plain Audubon Center request

Thanks Chris. For some reason I missed it. Sorry.

Jim

From: Masin, Chris [mailto:Chris.Masin@shelbycountytn.gov]

Sent: Friday, February 07, 2020 1:31 PM

To: Vazquez, Jim <Jim.Vazquez@shelbycountytn.gov>
Subject: FW: Strawberry Plain Audubon Center request

CAUTION: This email originated outside of the **City of Memphis** organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jim, I had CCed you a copy of the updated proposal when I sent it to Christin on 1/31.

From: Masin, Chris

Sent: Friday, January 31, 2020 1:29 PM

To: Webb, Christin < Christin. Webb@shelbycountytn.gov>

Cc: Worthy, Sonja <Sonja.Worthy@shelbycountytn.gov>; Jim Vazquez <iim.vazquez@memphistn.gov>; Kizer, Edward

<<u>Edward.Kizer@shelbycountytn.gov</u>>; Morris, Jason <<u>Jason.Morris@shelbycountytn.gov</u>>

Subject: Strawberry Plain Audubon Center request

To: Christin Webb, Administrator of Purchasing:

Previously, a request was made and granted to allow Strawberry Plains Audubon Center (SPAC) a Single Source Designation for consultation service on the Big Creek Resiliency project. The request was for \$10,000 for FY20. However, the true intent of their proposal was to raise their fee \$10,000 from the FY19 Purchase Order of \$15,000 for a total of \$25,000. Attached is a new Single Source Justification form, correctly filled out for a request of \$25,000 and a copy of their proposal. I have also attached a copy of the current PO. No funds have been expended from it yet. Please accept this email as a request to allow SPAC as a single source vendor pursuant to the attached Single Source Justification Form for the amount of \$25,000.

Thanks,

Chris Masin, P.E. Senior Engineer

Shelby County Government 6463 Haley Road Memphis, TN 38134 Office: (901) 222-7705

Direct: (901) 222-7746 Fax: (901) 222-7747 Cell: (901) 562-2237

## **Shelby County Government Purchasing** Single / Sole Source Justification Form

The following completed information is required in order to submit a request for single or sole source approval for the utilization of an identified vendor without going through the Purchasing competitive bidding process. Forward completed form, vendor quotes, vendor sole source letter and other supporting documentation to Administrator of Purchasing christin.webb@shelbycountytn.com.

#### Part I. General Information

Department/Site	Public Works - Roads, Bridges & Engineering
Date of Request	01/31/20
Description of Goods/Service	Provide design and programming services in the development of the natural wildlife portion (Area 2) of the Big Creek project funded by the National Disaster Resiliency Competition.
Single or Sole Source Requested	Single
Cost of Goods/Service	\$ 25,000.00
Funding Fiscal Year	FY20
Terms (if options to renew, confirm)	Through July 31, 2020
Recommended Vendor	Strawberry Plains Audubon Center
Vendor Contact Name	Mike Muraco
Vendor Contact Phone/Email	(662) 252-1155
Active EOC Number Confirmed (Y/N)	
Requestor's Signature	

formal justification for an exception to this policy.

## Part II. Purchasing Policy P-220 Compliance

Check One (1)	Complying Justification – Complete Section III
	Goods, equipment, and supplies can only be obtained from one source or are items so exclusive that they are limited to and held exclusively by one vendor
	A component or replacement part for which there is no commercially available substitute and can only be purchased from one vendor, manufacturer, or distributor
	No available substitute and can only be purchased from one vendor
	Vendor is the sole provider for a given item or service. There are no distributors.
Х	Compatibility and continuity is the overriding consideration
	The given item is a used item which is subject to immediate sale
	The good/service is not a sole source but specific circumstances make it necessary or beneficial to purchase from the source without utilizing the open bid process.

**Next Page** 

The Big Creek Activity portion of the National Disaster Resiliency Competition (NDRC) grant includes requirements for the project to create sustainable natural wildlife areas and walking trails. The Activity also includes planned educational experience for school children on the natural environment. Strawberry Plains Audubon Center (SPAC), located in Strawberry Plains Mississippi was approved as a Single Source Vendor by the Shelby County Purchasing Administrator on August 6, 2018 for the initial phases of this project in the amount of \$15,000.00. Subsequent to the above approval, the scope of this project has expanded leading to addition biological and technical input by SPAC including draft review and participation in planning and design team meeting for an additional fee of \$25,000.00. SPAC's mission is to inspire ecological stewardship and lead community action to conserve and manage landscape for biodiversity and habitat for birds and other wildlife through education and demonstration. Strawberry Plains accomplishes this Mission utilizing multiple means, including programs with Boy and Girl Scouts, Field Trips for Local Schools, and guided hiking trips by the Audubon Naturalists. This experience will provide a level of expertise that is needed to assure the Big Creek Activity meets and exceeds the goals set forth in the NDRC grant application.

- A sole source justification must include an official letter from the recommended vendor on company letter confirming sole source compliance. Letter must include a signature from an authorized company representative.
- A justification form is required each new or renewed good or service requested for single/sole source.
- All requests over \$25,000 require notification on the County website for seven (7) days prior to Administrator approval. Purchasing will provide a notification template for completion.
- All sole and single source requests exceeding \$25,000 require Mayor approval.
- All single or sole source requests exceeding \$50,000 require Board of Commissioner approval.
- If approved and a purchase order is required, attach this form and the Mayor's approval memo (if more than \$25,000) to a completed requisition and submit to Purchasing
- If approved and a contract is required, proceed to Contracts Administration for next steps.
- Additional information may be requested at any time by the Administrator of Purchasing to determine qualification of justification.

Part IV. Purchasing	Part IV. Purchasing Decision - To be completed by the Purchasing Department ONLY.		
Approved	Rejected		
Notes:			
	Administrator of Purchasing	Date	



## SHELBY COUNTY GOVERNMENT

160 N. Main Street, Suite 900, Purchasing MEMPHIS, TENNESSEE 38103 (901) 222-2250

Purchase Order No	
B034501	

## Purchase Order

 Vendor No M8096	Delivery Required 01/03/20	N30	Ship Via	DEST	Requistion No R077146
					3

12/23/19

tssued NATIONAL AUDUBON SOCIETY, INC. 225 VARICK STREET /TH FLOOR NEW YORK, NY 10014

Ship SHELBY COUNTY DIVISION OF PLANNING
TO DEVELOPMENT
125 N. MAIN, RM 468
MEMPHIS, TN 38103

EOC #: EXEMPT
Buyer SONJA WORTHY

IF MATERIAL SAFETY DATA SHEETS ARE REQUIRED ON PRODUCT(S) THAT YOU WILL BE PROVIDING. PLEASE SUBMIT SAME WITH PRODUCT(S) DELIVERED

item	Quantity	U/M	Description	Unit Price	Extended Price
1			ENCUMBRANCE OF FUNDS FOR DESIGN AND PROGRAMING SERVICES IN THE DEVELOPMENT OF THE NATURAL WILDLIFE PORTION OF THE BIG CREEK PROJECT RESILIENCE GRANT.	10000.00000	10000.00
			'SINGLE SOURCE APPROVED' COMMODITY: 918/32 ACCOUNT DISTRIBUTION; 297-271271-6678		
			I heraby certify that the goods/services on attached invoice(s) have been received and that payment is in order. This a Partial payment Final payment on this P.O. Payment Amount approved:  \$		
			Signature Date		

ORDER SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE BILLING INSTRUCTIONS. SHOW PURCHASE ORDER NUMBER ON ALL INVOICES. NOTE: PAYMENTS MAY BE DELAYED UNLESS BILLING INSTRUCTIONS ARE FOLLOWED EXACTLY.

SEND ORIGINAL INVOICE TO SHELBY COUNTY DIVISION OF PLANNING DEVELOPMENT 125 N. MAIN, RM 468 MEMPHIS, TN 38103 901-576-7197 Total of Purchase Order

10000.00

Christin L. Webb

APPROVED ADMINISTRATOR OF PURCHASING

12/23/19

Date

Authorized Signature

### TERMS AND CONDITIONS

VENDOR: Shall in all cases be the Seller.

BUYER: Shall in all cases 2. the Shelby County

Government/Purchasing Department.

ACCEPTANCE: This order with any attachments, constitutes the entire agreement of the Vendor and Buyer. No waiver or modification or additions to the terms of this order shall be valid unless in writing

and signed by the Vendor and Buyer.

PRICES The Buyer shall not be billed at prices higher than those stated on the front of this order. Unless otherwise specified, the price stated includes all charges for packing handing, storage and transportation to point of delivery. No taxes shall be included in this price except those which Vender is required by law to collect from Buyer. If there are any of these taxes, then they shall be fisted separate on the Vendor's invoice. Finance charges, interest and/or penalties for late payment will not be paid on this purchase order.

PACKAGING: Seller with package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name, address, (b) Consigner's names, address and purchase order or purchase release number and the supply agreement number if applicable: (c) container number and total number of containers, e.g. box 1 of 4 boxes and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided.

TITLE & RISK: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods

at the point or points of delivery.

TRANSPORTATION CHARGES F.O.B destination unless delivery terms are specified otherwise in bid, Buyer agrees to reimburse Seller for transportation costs in the amount specified in the Seller's bid, or actual cost, whichever is lower, if the quoted delivery terms do not include transportation costs, provided, Buyer shall have the right to designate what method of transportation shall be used to ship the

DELIVERY: Substitutions will not be accepted Partial shipments shall be allowed however, the shipment shall be completed by the date shown on this order or order shall be subject to cancellation by Buyer. Vendor shall not ship excess quantities without Buyer's prior

approval.

- INVOICING. Vendor shall invoice all shipments in duplicate. The invoice shall describe the items, reflect any applicable terms of payment, and must show the Purchase Order Number. Unless this Purchase Order Number is shown on the invoice, it may be returned to the Vendor. The invoice shall be an original or a certified copy by the Vendor.
- 10. GRATUITITES: Shelby County Government may, by written notice to the Seller, cancel any contract and for purchase order without liability to Seller if it is determined by the County that gratuaties, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officials or employee of the County with a view toward scenning a contract for securing favorable treatment with respect to the awarding of amending, or the making of any determination with respect to the performing of such a contract. In the event the contract and/or purchase order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

WARRANTIES: Seller warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, expressed, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any

breach of warranty

AUTHORIZATION FOR CHANGES Only the Administrator of Purchasing or his designated person has the authority to change any description, price or delivery date on this Purchase Order. If the terms listed hereon were purchased by the Buyer on a formal bid form, then NO change in above will be made.

13. DEFAULT-CANCELLATION: Buyer reserves the right by written notice of default, to caucel the order, without hability to Buyer, in the

event of the happening of any of the following, involvency of Selier, the filing of voluntary petition in bankruptcy of Seller, the filing of an involuntary petition to have Seller declared bankrupt, the appointment of a Receiver or Trustee for Seller, or the execution by Seller of an assignment for the benefit of creditors. If Seller fails to perform as specified herein, or if Seller breaches any of the terms hereof, Buyer reserves the right, without any liability to Buyer, upon giving Seller written notice, to (1) cancel this order in whole or in part, by written nonce to Seller and Seller shall be hable to Buyer for all damages. losses and liability incurred by Buyer directly or indirectly resulting from Seller's breach, or (2) obtain the goods ordered herein from another source with any excess cost resulting therefrom, chargeable to Seller, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided at law or in equity

INDEMNIFICATION Seller agrees to indemnify and hold harmless Buyer, its successors and assigns, customers and users of its products against all suits at law or in equity and from all damages, claims and demands arising out of death or injury, to any person or damages to my property alleged to have resulted from the goods hereby ordered, and, upon the tendering of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, fees and damages. The foregoing indemnification shall apply whether as to all costs, fees and damages. The foregoing indemnification shall apply whether Selfer or Buyer defends such suit or claims and whether the death, injury or property damage is caused by the sole or concurrent negligence of Seller

or otherwise

15. PATENT IDEMNIFICATION. Seller shall indemnify and save harmless Buyer, its successors, assigns, customers or users of its products, from and against all loss, liability and damage including costs and expenses, resulting from any claim that the manufacture, use, sale or resule of any goods supplied under this order infringe any patent or patent rights, and Seller shall whon notified, defend any action or claim of such infringement at its own expense

16. ASSIGNMENT: Neither the contract or this purchase order, nor this order nor any rights or obligations herein may be assigned by Seller, nor may Seller delegate the performance of any of its duties hereunder without in either case, County's prior written consent Any assignment or attempted assignment, or any nature to third parties, without consent of the County, shall be cause for termination of the contract and/or purchase order at the option of the County

17. EQUAL EMPLOYMENT: To comply fully with the equal requirements of Title VII of Civil Rights Act of 1964, and with Title

VI of the Civil Rights Act of 1964

18. CONFLICT OF INTEREST: No part of the total contract and/or purchase order amount shall be paid directly or indirectly to any official or employee of the County of Shelby Tennessee as wages, compensation, or gifts in exchange for acting as official, agent, employee, subcontractor, or consultant to the contractor in connection with any work contemplated or performed relative to this contract.

19. HANDICAP, RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN No person on the grounds of handicap, race, color, religion. sex or national origin, will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of the

contractor (vendor).

APPLICABLE LAW AND VENUE. The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of Tennessee. By acceptance of this order, the vendor agrees that the venue for any cause of action arising pursuant to same shall be the courts of the State of Tennessee and any attempt by vendor to limit the effect of this provision shall be null and void.

UNIFORM COMMERCIAL CODE If any provisions of this agreement are in conflict with the provisions of Title 47. Chapters 1 through 9, TCA, it is the intent of this agreement to modify or vary

the provisions of Title 47 of the TCA.

LIABILITY: Any attempt by Vendor to limit its liability for goods or services provided under this purchase order shall be void and of no effect.

# Shelby County Government Purchasing Single / Sole Source Justification Form

The following completed information is required in order to submit a request for single or sole source approval for the utilization of an identified vendor without going through the Purchasing competitive bidding process. Forward completed form, vendor quotes, vendor sole source letter and other supporting documentation to Administrator of Purchasing christin, webb a shelby county to competitive.

#### Part I. General Information

Department/Site Public Works - Roads, Bridges & Engineering		
Date of Request	11/27/19	
Description of Goods/Service	Provide design and programming services in the development of the natural wildlife portion (Area 2) of the Big Creek project funded by the National Disaster Resiliency Competition.	
Single or Sole Source Requested	Single	
Cost of Goods/Service	\$ 10,000.00	
Funding Fiscal Year	FY20	
Terms (if options to renew, confirm)	Through July 31, 2020	
Recommended Vendor	Strawberry Plains Audubon Center	
Vendor Contact Name	Mike Muraco	
Vendor Contact Phone/Email	(662) 252-1155	
Active EOC Number Confirmed (Y/N)		
Requestor's Signature	Mush ham SHEBY Coung Public Wolls	
SCG Purchasing policy P-220 requires competitive formal justification for an exception to this policy.	solicitation for all procedements above \$4,999. By signing this form, you are submitting a	

## Part II. Purchasing Policy P-220 Compliance

Check One (1)	Complying Justification – Complete Section III			
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	Vendor is the sole provider for a given item or service. There are no distributors.			
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TABO DRISAHOLLY

**Next Page** 

hS : 21 Hd 61 320 6166

**BCVD** 

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Part IV. Purchasing	Decision - To be completed by the Purchasing Depar	tment ONLY.
✓ Approved	Rejected	
Notes:		
	dministrator of Purchasing	



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  - o Identifying locations for interpretive / educational opportunities
- Using information collected during our site visits, we will work with providers to specify and source seed composition for native plantings.

Stephanie Green will continue as our Project Manager <a href="mailto:sgreen@audubon.org">sgreen@audubon.org</a>. For questions regarding fees, billing, contracts, etc. please feel free to contact me directly.

Thank You

#### Mike Muraco

Acting Executive Director, Audubon Mississippi

W: 662.252.1155 C: 662.544.8346

285 Plains Road Holly Spring, MS. 38635 strawberry audubon org

D DEPT. ACCT NO.  D AUTHORIZED SIGNATURE  D REQUISITION VOIDED  D PAY BY WARRANT RECUEST	© ORDER FORMS © FIXED ASSET JUSTIFICATION © EMERGENCY JUSTIFICATION	BECEIPT OF BEOLUBES						28.60		iterature	☐ Order Form ☐ Specs.	□ Asset Just.	1 -	Attachments Here
DTHEF  OTHER  OT	CATION	ON HOLD PA						918/52	CODE 1	FUND 297	MAN-MAZED BY	FEO. GRANT NO.	DEPT.	FOR THE SHELBY COUNTY GOVERNMENT
OTHER	ADDITIONAL INFORMATION  C) ADEQUATE DESCRIPTION  C) DETAILED SPECIFICATIONS  C) APPROVAL TO PROCESS	ON HOLD PENDING							NO. QUANTITY	FOYO E	SED BY	NT NO.	000/pe	FOR THE SHELBY COUNTY GOVERNMENT
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