

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400057

PRINT DATE: 10/04/16

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: IS60 LLC 14809 EASTWAY DR SILVER SPRING, MD 20905 (301)384-2027	REFER QUESTIONS TO: IRIS LESTER BELL (410)767-4612 IRIS.LESTER@MARYLAND.GOV	
ITB:	EXPR DATE: 02/12/17 POST DATE: 07/21/15	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

***** SMALL BUSINESS RESERVE *****

* STATEWIDE CONTRACT *
* FOR *
* INCONTINENCE PRODUCTS *

THIS IS THE FINAL RENEWAL AGAINST CONTRACT 001B4400070

MODIFICATION #1: THIS CONTRACT HAS BEEN EXTENDED UNTIL 02/12/17.

CONTRACT TERM: AUG 13, 2015 THRU AUG 12, 2016.

THIS IS A ONE (1) YEAR CONTRACT WITH THE SAME TERMS, CONDITIONS AND PRICES.

ORIGINAL BPO# 001B4400070

1ST RENEWAL# 001B5400041

2ND AND FINAL RENEWAL# 001B6400057

VENDOR CONTACT: CHUDE ONYECHI

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400057

PRINT DATE: 10/04/16

PAGE: 02

TERMS (cont'd):

VENDOR PHONE #:301-384-2027

THIS IS A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

PRODUCTS MUST MEET FEDERAL FLAMMABLE FABRICS STANDARDS.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. STATE USING AUTHORITIES AND INCLUDE ALL FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

PROCESSING FEE:

1. CONTRATOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO AWAWU.SALAKO@MARYLAND.GOV.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

DELIVERY:

SUPPLIERS ARE REQUIRED TO MAKE NO MORE THAN TWO (2) DELIVERIES EACH MONTH TO EACH INSTITUTION. FOR DELIVERIES IN EXCESS OF TWO (2) PER MONTH, THE VENDOR MAY ELECT TO ADD A DELIVERY FEE NOT TO EXCEED \$20. THE DELIVERY CHARGE SHALL BE CALCULATED AND ADDED TO INVOICES AS A SEPARATE LINE ITEM. STATE FACILITIES MUST MAKE EVERY EFFORT TO COMPLY WITH VENDOR'S NORMAL DELIVERY SCHEDULE WHEN POSSIBLE.

DELIVERY IS TO BE MADE WITHIN TEN (10) CALENDAR DAYS AFTER

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400057

PRINT DATE: 10/04/16

PAGE: 03

TERMS (cont'd):

NOTIFICATION TO SHIP. DGS RESERVES THE RIGHT TO BID INDIVIDUAL REQUIREMENTS SEPARATE FROM THE CONTRACT WHEN IT IS DEEMED IN THE BEST INTEREST OF THE STATE.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	47564-008012	CS	33.6700

BRIEFS, INCONTINENT, DISPOSABLE, MEDIUM - 32" TO 44" (WAIST/HIPS)
PREVAIL BREEZERS PVB012/1 96/CASE

BRIEF, DISPOSABLE FITTED: SIZE MEDIUM; WAIST/HIP SIZE: 32 INCHES - 44 INCHES; BRIEF OVERALL LENGTH: 33 INCHES; BRIEF OVERALL WIDTH: 25 INCHES; WIDTH AT CROTCH: 11.5 INCHES; CORE/PAD LENGTH: 25.5 INCHES; PAD WIDTH AT WAIST FRONT: 9 INCHES; PAD WIDTH AT WAIST BACK: 9 INCHES; PAD WIDTH AT CROTCH WIDEST: 7 INCHES; PAD WIDTH AT CROTCH NARROWEST 6.25 INCHES; AVERAGE PRODUCT WEIGHT: 96.0 GRAMS; ABSORBENCY -ISO METHOD: 2149 GRAMS; ACQUISITION LAYER: 3.25 INCHES BLUE APERTURED FILM; SUPER ABSORBENT POLYMER; PRODUCT COLOR: WHITE CLOTH-LIKE/BREATHABLE; ELASTICS/SIDE: 4 WHITE STRANDS; WETNESS INDICATOR NUMBER OF LINES; 2 LINES: DRY COLOR YELLOW/AMBER; WET COLOR BRIGHT BLUE; TAPE FASTENING SYSTEM; NUMBER OF TABS: 4 HOOK TAPE TABS, FEATURES; QUICK WICK, SOFT CLOTH-LIKE OUTER FABRIC, BREATHABLE ZONES, EASY-LOCK FASTENER, ODOR GUARD; PRODUCT MUST BE: LATEX FREE; COLOR CODED BY SIZE.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400057

PRINT DATE: 10/04/16

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0002	47564-008112	CS	33.6700
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BRIEFS, INCONTINENT, DISPOSABLE, REGULAR - 40" TO 49" (WAIST/HIPS)

PREVAIL BREEZERS PVB016/1 80/CASE

BRIEF, DISPOSABLE FITTED: SIZE REGULAR; WAIST/HIP SIZE: 40 INCHES - 49 INCHES; BRIEF OVERALL LENGTH: 35 INCHES; BRIEF OVERALL WIDTH: 27.5 INCHES; WIDTH AT CROTCH: 11.5 INCHES; CORE/PAD LENGTH: 25 INCHES; PAD WIDTH AT WAIST FRONT: 9 INCHES; PAD WIDTH AT WAIST BACK 9 INCHES; PAD WIDTH AT CROTCH WIDEST: 7 INCHES; PAD WIDTH AT CROTCH NARROWEST: 6.25 INCHES; AVERAGE PRODUCT WEIGHT: 105.3 GRAMS; ABSORBENCY -ISO METHOD: 2176 GRAMS; ACQUISITION LAYER: 3.25 INCHES BLUE APERTURED FILM; SUPER ABSORBENT POLYMER; PRODUCT COLOR: LAVENDER CLOTH-LIKE/BREATHABLE; ELASTICS/SIDE: 4 WHITE STRANDS; WETNESS INDICATOR NUMBER OF LINES; 2 LINES: DRY COLOR YELLOW/AMBER; WET COLOR BRIGHT BLUE; TAPE FASTENING SYSTEM; NUMBER OF TABS: 4 HOOK TAPE TABS; FEATURES: QUICK WICK, SOFT CLOTH-LIKE OUTER FABRIC, BREATHABLE ZONES, EASY-LOCK FASTENER, ODOR GUARD; PRODUCT MUST BE LATEX FREE; COLOR CODED BY SIZE.

0003	47564-008013	CS	33.6700
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BRIEFS, INCONTINENT, DISPOSABLE, LARGE - 45" TO 58" (WAIST/HIPS)

PREVAIL BREEZERS PVB013/2 72/CASE

BRIEF, DISPOSABLE FITTED: SIZE LARGE; WAIST/HIP SIZE: 45 INCHES - 58 INCHES; BRIEF OVERALL LENGTH: 37.5 INCHES; BRIEF OVERALL WIDTH: 30 INCHES; WIDTH AT CROTCH: 11.5 INCHES; CORE/PAD LENGTH: 25 INCHES; PAD WIDTH AT WAIST FRONT: 9 INCHES; PAD WIDTH AT WAIST BACK 9 INCHES; PAD WIDTH AT CROTCH WIDEST: 7 INCHES; PAD WIDTH AT CROTCH NARROWEST 6.25 INCHES; AVERAGE PRODUCT WEIGHT: 111.9 GRAMS; ABSORBENCY -ISO METHOD: 2328 GRAMS; ACQUISITION LAYER: 3.25 INCHES BLUE APERTURED FILM; SUPER ABSORBENT POLYMER; PRODUCT COLOR: BLUE CLOTH-LIKE/BREATHABLE; ELASTICS/SIDE: 4 WHITE STRANDS; WETNESS INDICATOR NUMBER OF LINES; 3 LINES: DRY COLOR YELLOW/AMBER; WET COLOR BRIGHT BLUE; TAPE FASTENING SYSTEM; NUMBER OF TABS: 4 HOOK TAPE TABS; FEATURES: QUICK WICK, SOFT CLOTH-LIKE OUTER FABRIC, BREATHABLE ZONES, EASY-LOCK FASTENER, ODOR GUARD; PRODUCT MUST BE LATEX FREE; COLOR CODED BY SIZE.

0004	47564-008114	CS	33.6800
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BRIEFS, INCONTINENT, DISPOSABLE, X-LARGE, 59" TO 64" (WAIST/HIPS)

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400057

PRINT DATE: 10/04/16

PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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PREVAIL BREEZERS PVB014/1 60/CASE

BRIEF, DISPOSABLE FITTED: SIZE X-LARGE; WAIST/HIP SIZE: 59 INCHES - 64 INCHES; BRIEF OVERALL LENGTH: 40 INCHES; BRIEF OVERALL WIDTH: 32 INCHES; WIDTH AT CROTCH: 11.5 INCHES; CORE/PAD LENGTH: 25.5 INCHES; PAD WIDTH AT WAIST FRONT: 9 INCHES; PAD WIDTH AT WAIST BACK 9 INCHES; PAD WIDTH AT CROTCH WIDEST: 7 INCHES; PAD WIDTH AT CROTCH NARROWEST 6.25 INCHES; AVERAGE PRODUCT WEIGHT: 114.9 GRAMS; ABSORBENCY -ISO METHOD: 2330 GRAMS; ACQUISITION LAYER: 3.25 INCHES BLUE APERTURED FILM; SUPER ABSORBENT POLYMER; PRODUCT COLOR: BEIGE CLOTH-LIKE/BREATHABLE; ELASTICS/SIDE: 4 WHITE STRANDS; WETNESS INDICATOR NUMBER OF LINES; 3 LINES: DRY COLOR YELLOW/AMBER; WET COLOR BRIGHT BLUE; TAPE FASTENING SYSTEM; NUMBER OF TABS: 4 HOOK TAPE TABS; FEATURES: QUICK WICK, SOFT CLOTH-LIKE OUTER FABRIC, BREATHABLE ZONES, EASY-LOCK FASTENER, ODOR GUARD; PRODUCT MUST BE LATEX FREE; COLOR CODED BY SIZE.

0005	47564-101001	CS	33.4400
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INCONTINENCE PAD, BLADDER CONTROL, DISPOSABLE

SCA HYGIENE TENA PAD #62718 48/CASE

INCONTINENCE NIGHT PADS, DISPOSABLE. EXTRA HEAVY PROTECTION COVERAGE, MAXIMUM ABSORBENCY FOR OVERNIGHT OR EXTENDED PROTECTION; DRY-FAST DUAL CORE OR EQUAL SUPER-ABSORBENT POLYMER THAT LOCKS FLUID INTO A GEL; SOFT CLOTH-LIKE OUTER COVER, OVAL-SHAPED ELASTIC TO HUG THE BODY FOR IMPROVED LEAKAGE PROTECTION, WETNESS INDICATOR ON OUTSIDE, ANATOMICALLY DESIGNED FOR COMFORT AND SECURITY, LATEX-FREE.

0006	47564-008014	CS	37.1700
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FIRST QUALITY PREVAIL IB-014/1 64/CASE
BRIEF, DISPOSABLE, FULL MAT BODY SHAPED, EXTENDED FLUFF IN BOTH FRONT AND BACK SIDE PANELS : SIZE X-LARGE; WAIST/HIP SIZE: 59 INCHES - 64 INCHES; MODERATE TO HEAVY ABSORBENCY; BACKING MATERIAL: POLY; FILLER TYPE: FLUFF, POLYMER; PRODUCT COLOR: BEIGE; LEG STYLE: ELASTIC GATHERS: MULTI STRANDS; 2 WETNESS INDICATOR COLOR CHANGING STRIPS; TAPE FASTENING SYSTEM; NUMBER OF TABS: 4 HOOK TAPE TABS; FEATURES: QUICK WICK, SOFT CLOTH-LIKE OUTER FABRIC, BREATHABLE ZONES, EASY-LOCK FASTENER ALLOWS FOR MULTIPLE TAB REFASTENING, ODOR GUARD ; PRODUCT MUST BE LATEX FREE.

END OF ITEM LIST

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400057

PRINT DATE: 10/04/16

PAGE: 06

TERMS (cont'd):

QUANTITIES REPRESENTED ARE ESTIMATED TWELVE (12) MONTH USAGE AND ARE NOT WARRANTED OR GUARANTEED BY THE STATE OF MARYLAND. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION.

DURATIONS: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE PURCHASE ORDER, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF \$5,000 OR LESS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION

REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:
MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B6400057

PRINT DATE: 10/04/16

PAGE: 07

TERMS (cont'd):

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:
OR
- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____
BUYER AUTHORIZED DESIGNEE